

Cabinet AGENDA

Monday, 5th February 2018 at 7:15 PM

**Council Chamber, Braintree District Council, Causeway House,
Bocking End, Braintree, CM7 9HB**

THIS MEETING IS OPEN TO THE PUBLIC

(Please note this meeting will be webcast and audio recorded)

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Members of the Cabinet are requested to attend this meeting to transact the business set out in the Agenda.

Portfolio

Leader of the Council	Councillor G Butland (Chairman)
Environment and Place	Councillor Mrs W Schmitt (Deputy Leader of the Council) Councillor R van Dulken
Planning and Housing	Councillor Mrs L Bowers-Flint Councillor Mrs G Spray
Economic Development	Councillor T Cunningham Councillor K Bowers
Health and Communities	Councillor P Tattersley Councillor F Ricci
Finance and Performance	Councillor D Bebb
Corporate Services and Asset Management	Councillor J McKee

Invitees

Representatives of the Labour Group, Halstead Residents Association Group and Green Party and Chairman of the Overview and Scrutiny Committee.

Members unable to attend the meeting are requested to forward their apologies for absence to the Governance and Members Team on 01376 552525 or email governance@braintree.gov.uk by 3pm on the day of the meeting.

A WRIGHT
Acting Chief Executive

INFORMATION FOR MEMBERS - DECLARATIONS OF INTERESTS

Declarations of Disclosable Pecuniary Interest, Other Pecuniary Interest or Non-Pecuniary Interest

Any member with a Disclosable Pecuniary Interest, other Pecuniary Interest or Non-Pecuniary Interest must declare the nature of their interest in accordance with the Code of Conduct. Members must not participate in any discussion of the matter in which they have declared a Disclosable Pecuniary Interest or other Pecuniary Interest or participate in any vote, or further vote, taken on the matter at the meeting. In addition, the Member must withdraw from the chamber where the meeting considering the business is being held unless the Member has received a dispensation from the Monitoring Officer.

Question Time

The Agenda allows for a period of up to 30 minutes when members of the public can speak. Members of the public wishing to speak are requested to register by contacting the Governance and Members Team on 01376 552525 or email governance@braintree.gov.uk no later than 2 working days prior to the meeting. The Council reserves the right to decline any requests to register to speak if they are received after this time. Members of the public can remain to observe the public session of the meeting.

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AGENDA

No	Title and Purpose of Report	Pages
1	Apologies for Absence	
2	Declarations of Interest To declare the existence and nature of any Disclosable Pecuniary Interest, other Pecuniary Interest or Non-Pecuniary Interest relating to items on the agenda having regard to the Code of Conduct for Members and having taken appropriate advice where necessary before the meeting.	
3	Minutes of the Previous Meeting To approve as a correct record the minutes of the meeting of the Cabinet held on 27th November 2017 (copy previously circulated).	
4	Public Question Time (See paragraph above)	
5	OVERALL CORPORATE STRATEGY AND DIRECTION	
5a	Leader Update Leader of the Council to give a brief update on key issues and activities.	
6	FINANCE AND PERFORMANCE	
6a	Council Budget and Council Tax 2018-19 and Medium-Term Financial Strategy 2018-19 to 2021-22 Note: Members are requested to bring their copies of the Council Budget and Council Tax 2017-18 and Medium-Term Financial Strategy 2018-19 to 2021-22 report which has been published separately.	
7	CORPORATE SERVICES AND ASSET MANAGEMENT	
7a	Proposed Acquisition of Strategic Employment Site, Great Notley - PUBLIC	5 - 21

7b	Proposed Disposal of Land and Property within the Land East of High Street Site in Halstead - PUBLIC	22 - 32
8	Cabinet Member Decisions made under Delegated Powers	33 - 36
9	URGENT BUSINESS AUTHORISED BY THE CHAIRMAN	
10	EXCLUSION OF PUBLIC AND PRESS TO CONSIDER REPORTS IN PRIVATE SESSION for reasons set out in Paragraph 3 of Part 1 of Schedule 12(A) of the Local Government Act 1972.	

AGENDA – PRIVATE SESSION

No	Title and Purpose of Report	Pages
11	CORPORATE SERVICES AND ASSET MANAGEMENT	
11a	Proposed Acquisition of Strategic Employment Site, Great Notley – PRIVATE	
11b	Proposed Disposal of Land and Property within the Land East of High Street Site in Halstead - PRIVATE	

Proposed Acquisition of Strategic Employment Site, Great Notley		Agenda No:7a
Portfolio	Corporate Services and Asset Management	
Corporate Priority:	A prosperous district that attracts business growth and provides high quality employment opportunities.	
Report presented by:	Councillor John McKee, Cabinet Member for Asset Management and Corporate Services	
Report prepared by:	Andrew Epsom, Head of Asset Management	
Background Papers:		Public Report
Core Strategy (adopted September 2011). Masterplan (approved February 2012).		Key Decision: Yes
Executive Summary:		
<p>Braintree District Council is proposing to undertake a strategic acquisition of the Great Notley Employment site which is situated to the west of the A131 at Great Notley (as shown outlined in black and labelled Masterplan Land on the attached plan at Appendix 1). The gross site area comprises 63 acres (25.5 ha.).</p> <p>Under the emerging District Local Plan (2016-2033) provision has been made for significant housing and employment growth in the District over the Plan period.</p> <p>The Corporate Strategy 2016-2020 sets out District priorities for the next four years. The Strategy identifies the need to increase the number of homes that meet the needs of our current and future residents while also enabling business growth and providing high quality employment opportunities in the District. The Strategy also identifies that there is a need for the right foundations to be in place to support the growth.</p> <p>The Council's District Investment Strategy recognises the need for the District Council to provide investment to support growth across the District and also provide a return for the Council. An important element of this investment will involve the District Council investing in employment premises and employment land to provide opportunities for new businesses and employment in the District while also creating a reasonable financial return.</p> <p>The delivery of this important strategic employment site has stalled and requires Council intervention in order to bring it forward.</p> <p>Therefore the purpose of the strategic acquisition of the key employment land at Great Notley is to support the Council's Corporate Strategy by facilitating the availability of good quality employment land in the open market to provide opportunities for new businesses to relocate into the District or existing businesses to expand into larger</p>		

premises. It will also deliver the economic development priorities in the Braintree Plan for Growth.

The Council is proposing to initially purchase the land and then develop and submit a detailed business case for approval by Members. The business case will detail the disposal strategy including usage mix and potential construction of the site infrastructure (roads, footpaths, lighting and services/utilities) to enable serviced land to be sold to occupiers or developers for the development of modern, high quality employment premises, which may include offices and a hotel.

The Council also owns part of the access land into the site as shown hatched black on the plan attached at **Appendix 1** between the “Tesco Roundabout” on the A131 and the Great Notley Employment Site. Landowner 1 also owns part of the access land as shown coloured black on the plan attached at **Appendix 1** and has agreed terms to dispose of this land to the Council which will provide the Council with full control of the whole site.

The purpose of this report is to gain the agreement of Members to acquire both the Masterplan Land owned by Landowner 2 and the Access Land owned by Landowner 1 to realise the Council’s aspiration to release this land onto the market.

Recommended Decision:

- 1) That Members approve the purchase of the Access Land owned by Landowner 1 on the terms set out in this report, subject to contract and due diligence, and on such other terms and conditions as agreed by the Corporate Director (Sustainable Development) in consultation with the Cabinet Member for Corporate Services and Asset Management and the Corporate Director (Finance).
- 2) That Members approve the purchase of the Masterplan Land owned by Landowner 2 on the terms set out in this report, subject to contract and due diligence, and on such other terms and conditions as agreed by the Corporate Director (Sustainable Development) in consultation with the Cabinet Member for Corporate Services and Asset Management and the Corporate Director (Finance).
- 3) That Cabinet recommends to Council the approval of the total budget which will be required to fund both acquisitions. This will be funded initially from the Council’s cash balances (internal borrowing) with a longer term funding strategy determined as part of the detailed business case.

Purpose of Decision:

To enable the Council to acquire the Great Notley Employment Site to facilitate the availability of vacant employment land for the purpose of providing opportunities for new business investment in the District, support the expansion of existing businesses, create employment opportunities, generate business rates revenue and provide the Council with a reasonable rate of return on its investment.

Any Corporate implications in relation to the following should be explained in detail.

<p>Financial:</p>	<p>The Council's valuation consultant has confirmed that the consideration payable by the Council for both the Masterplan Land and the Access Land represents a fair market value for each interest and has been based on current market values and costs.</p> <p>If the Council acquires these interests then it will incur fees for valuation advice, negotiation of the disposal terms and associated advice relating to the completion of the legal documentation.</p> <p>Stamp duty costs have been also been assessed while an allowance has been made for legal fees, site investigation and due diligence costs.</p> <p>Funding the land acquisition from the Council's cash balances will reduce the amount of interest credited to the General Fund revenue account from its short-term investments. Subject also to medium term cash flow forecasts, this may temporarily restrict the Council's ability to increase its long-term investments in pooled funds. The business case will determine the Council's future interest in the site along with an appropriate funding strategy which may then result in either using some of the Council's own capital resources and/or new external borrowing. The financing arrangements have been agreed with the Council's S.151 Officer.</p> <p>The Council's intention will be to Opt to Tax the site to enable full recovery of any VAT payable on the land acquisitions and any future development or other associated costs. This Opt to Tax will be in place for a minimum of 20 years and means VAT will be chargeable by the Council on any future disposals or lease terms.</p> <p>The development of this site will also help to grow the business rates taxbase in the District.</p>
<p>Legal:</p>	<p>The purchase of this site will be subject to Cabinet and Council approval, subject to Contract and subject to satisfactory planning consents and site investigations.</p> <p>The Council's Legal Service and Asset Management Service will act on Council's behalf in respect of the exchange of contracts and completion of the purchase and will seek to ensure the Council's interests are protected at all times.</p> <p>The Council's Legal Service has confirmed the Council's</p>

	ownership of the access land into the Great Notley Employment Site.
Safeguarding:	This report raises no safeguarding issues.
Equalities/Diversity:	<p>Equalities issues with respect to the future use of the location will need to be considered within the scheme design and through the planning process.</p> <p>The employment of staff on the development site will need to comply with all equalities and diversity legislation.</p>
Customer Impact:	The development of the Great Notley Employment Site will provide employment opportunities to residents of the District, support economic growth and also realise valuable business rates revenue to help fund Council services.
Environment and Climate Change:	<p>Any newly constructed buildings will need to comply with current environmental and climate change requirements.</p> <p>The outline planning application to be submitted by Landowner 1 likely to require an Environment Impact Assessment.</p>
Consultation/Community Engagement:	<p>Management Board and Cabinet Members have been consulted on the principle of acquiring the employment land with the aim to enable the release of serviced employment land.</p> <p>Appropriate public consultation will take place when planning applications are submitted.</p>
Risks:	<p>1) Delays in submitting a planning application by Landowner 1 delaying the scheme.</p> <p>2) Delays in obtaining a satisfactory planning consent delaying the scheme.</p> <p>3) Delays in agreeing acquisition terms with Landowner 1 and Landowner 2 delaying the scheme.</p> <p>4) Economic conditions decline.</p> <p>5) Site infrastructure costs increase.</p> <p>6) Potential competition from other employment sites.</p> <p>7) Undertake site investigation and soil survey.</p> <p>8) New build costs increase.</p>
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1.0 Background

- 1.1 Landowner 1 was originally proposing to develop an innovation and enterprise park on the Great Notley Employment Site which is situated to the west of the A131 at Great Notley (as shown outlined in black and labelled Masterplan Land on the attached plan at **Appendix 1**).
- 1.2 Landowner 1 had an option agreement over the land, however, in March 2016 Landowner 1 advised the Council that the option had expired and that they no longer intended to be involved in the development of the site.
- 1.3 The site comprises a gross site area of 25.5 ha. (63 acres) of which 18.5 ha. (45 acres) is developable for B1, B2, B8 (industrial), C1 (hotel) and D2 (cinemas/halls/leisure) uses with the remaining 7 ha. (18 acres) required for structural landscaping.
- 1.4 This development site was included in the Core Strategy (2011) under Policy CS4 – Provision of Employment. The level of B8 use was, however, restricted to no more than 40% of the total floor area and the largest unit size was restricted to 7500sq.m.
- 1.5 At the Local Development Framework Sub-Committee meeting on the 6th February 2012, the Masterplan (Item 5) for the site was approved subject to the approval of an allotment provision within the site (30 allotments).
- 1.6 The District Council is not an allotment authority for this area so the allotments would initially be offered to Great Notley Parish Council to manage. If the Parish Council or a local community group did not take up this offer then the District Council would undertake the management of the allotments.
- 1.7 The Council owns part of the ransom strip into the Great Notley Employment Site (as shown hatched black on the plan attached at **Appendix 1**) between the “Tesco roundabout” on the A131 and the development site. Landowner 1 also owns part of the ransom strip (as shown shaded black on the plan attached at **Appendix 1**).

2.0 The Council’s District Growth and Economic Development Plans

2.1 Braintree District Employment Land Needs Assessment August 2015

- 2.1.1 The District is projected to see a net growth in demand for employment land over the new Local Plan period, both in terms of office space and industrial space.
- 2.1.2 When considering which clusters to promote the Council should also consider proximity to public transport, links to the strategic road network and access to markets, which allow for more sustainable forms of travel to work, access to amenities, movement of goods and access to markets.
- 2.1.3 Given the projected demand for warehousing and contraction in manufacturing, over time, demand for older premises at industrial estates with poor strategic road access and internal circulation is expected to decline as

logistics companies favour premises which offer good quality premises with ease of access, journey reliability and proximity to markets.

- 2.1.4 The demand assessment estimates that, under the medium demand scenario, there will be a net additional requirement for 53,400sqm of B1 floorspace in the District of Braintree over the Local Plan period to 2033. In order to meet this demand requirement, the Council should support the provision and retention of existing B1a/b use classes across the District and, in addition, promote the provision of new B1a/b use class employment land and premises at suitable locations. This includes land to the west of the A131 at Great Notley.
- 2.1.5 There is also some evidence of medium sized businesses moving out from competitor locations in the property market area, such as Chelmsford, into medium sized, purpose build office premises in the District.

2.2 **Braintree Plan for Growth**

- 2.2.1 The South East Local Enterprise Partnership (SELEP), Essex County Council, the local authorities located across North Essex and Essex University all have a role in developing and implementing an Economic Strategy for North Essex. There is already a rich body of information and analysis available from the Essex Economic Commission led by Dr Andrew Sentence. Whilst it concentrates on Essex as a whole, nevertheless there are some clear pointers for our District in the report entitled “*Enterprising Essex: Opportunities and Challenges*” published in January 2017. In particular, the report highlights that there has been slow historic growth with the prospect of future economic growth being ‘constrained’ and lower than national average unless some actions are taken especially to create a more attractive commercial offer and to improve the profile of Essex amongst businesses.
- 2.2.2 The Government published its Industrial Strategy White Paper “Building a Britain fit for the future” on 27 November 2017 which aims to make the UK the world’s most innovative nation by 2030. The White Paper highlights some ‘sector deals’ that contain funding opportunities which are likely to be relevant for our area particularly in relation to construction. In addition to taking advantage of the opportunities offered by the Industrial Strategy, North Essex should develop relationships with the London-Stansted-Cambridge and Oxford- Milton Keynes-Cambridge economic corridors.
- 2.2.3 The Economic Plan for Braintree District, the Plan for Growth, was approved by Cabinet in November 2017. Within that document, one of the barriers to growth identified specifically for the District is the availability of employment land and in particular land for grow-on spaces. This lack of space provides a constraint on both the growth of existing businesses and the attraction of new businesses into the area.
- 2.2.4 The key priorities in the District as identified in the Plan for Growth, which the development of Great Notley Employment Site would help us to achieve, include;

- Work with developers to bring appropriate employment sites forward, including the Great Notley Employment Site
- Invest, with partners, in incubation and start-up space including the opening of grow-on space at Braintree and Witham.

2.3 North Essex Garden Communities Employment & Demographic Studies 2017

- 2.3.1 Combined, the North Essex Garden Communities have the capacity for up to 42,000 homes, with the potential for the delivery of up to 7,500 dwellings in the current Plan period to 2033. Underpinning this, and consistent with the principle that there should be a variety of employment opportunities within easy commuting distance of homes, the local authorities have set a target of creating one new job for each new home. While it is not anticipated that these will all be located on site, it is intended that they will be reasonably accessible, including by public transport.

2.4 Land to the West of the A131 Great Notley Masterplan (2012)

- 2.4.1 This document provides a series of indicative plans that set out the broad parameters for development at this site. This document defines the total developable area of the site as 18.5ha, which will include a hotel (C1 use), although it does not determine the location of different uses. The quantum of B8 use on the site is restricted to no more than 40% of total floor area, with no individual unit exceeding 7,500 sq. m. The masterplan estimates that this site will provide 2,000 additional net jobs for the District, helping to reduce out-commuting through the opportunity to promote and expand local businesses.

3.0 Current Position

- 3.1 Over the last 2 years the Council, Landowner 1 and Landowner 2 have been negotiating the terms of an access agreement which would provide Landowner 2 with a legal access into their land in exchange for the payment of an agreed percentage (split equally between the Council and Landowner 1) of the market value of the serviced employment land less infrastructure and promotion costs.
- 3.2 Cabinet approved the terms of the access agreement at its meeting on the 21st March 2016 and the legal agreement is now in an agreed form.
- 3.3 The parties have not completed the access agreement as the Council has been negotiating with Landowner 2 to acquire their land (the Masterplan Land) and also acquire that part of the Access Land owned by Landowner 1. Acquisition terms have now been agreed with both Landowner 1 and Landowner 2 and these are summarised below.

4.0 Benefits of Acquiring the Masterplan and the Access Land

- 4.1 The intervention of the Council will fast-track much needed good quality employment land onto the market. The developer, Landowner 1, previously held an option to purchase this land for a number of years and then withdrew its interest in the site. This effectively tied the land up and prevented development coming forward.

- 4.2 The local commercial agent, Joscelyne Chase, has advised that there is currently limited availability of good quality employment land on the market to meet demand from occupiers within the District and new businesses wishing to relocate into the District. Recent sales of the remaining vacant land at Skyline 1 together with a number of serious occupier inquiries confirms there is a strong demand for employment land in this location.
- 4.3 Once the land has been acquired, the Council would have the opportunity to construct the initial phase of the site infrastructure and release serviced land packages onto the open market to ensure employment land is available for development.
- 4.4 Planning Policy has estimated that the development of this site will provide c.2000 new jobs in the District.
- 4.5 Based on a potential total floor area of 700,000 sq. ft. for the buildings developed across the whole site, this would significantly increase the District's business rate taxbase part of which will contribute towards the growth premium retained by the Council under the Business Rate Retention Scheme. Under the current scheme the Council would retain around £500,000 but this would be subject to any changes that may be introduced by Central Government from April 2020.
- 4.6 The Council will also have the opportunity to realise a reasonable return on its investment. An initial high level financial appraisal based on information provided by the Council's valuation consultant indicates the Council could potentially realise a long-term capital gain. If Members approve the proposed acquisition of this site then a full business case will be developed and presented to Members for approval.
- 4.7 This site will provide the Council with the opportunity to develop employment units on vacant land within the site which are of a size and type that are not being provided by the market e.g., starter units, office accommodation etc. This would be subject to a viable business case and Cabinet approval.
- 4.8 The Council will also be able to control the occupation mix and development within the site to ensure that good quality buildings are developed and the overall environment is of a high standard which is attractive to relevant businesses.
- 4.9 Landowner 2 will be retaining the adjoining 35.5 acres of land that they own (as shown labelled Retained Land on the plan at **Appendix 1**). If the development of the Masterplan land is successful then this land could provide the Council with an opportunity in the future to acquire it as an extension to the business park. It is also likely that access to this land will be via the Masterplan land and therefore the Council will control access into this site which could realise a future capital receipt or a discount on the value paid for the retained land.
- 4.10 The intervention and assembly of this strategic employment site by the Council is critical in order to facilitate the delivery of good quality employment land

onto the open market in the short term, meet current demand, realise the benefits detailed above and demonstrate that this is a prudent and proportionate use of Council funds.

5.0 Proposed Heads of Terms for the Purchase of the Masterplan Land

5.1 Vendors.

Landowner 2

5.2 Purchaser.

Braintree District Council

5.3 Property

The land to be purchased is shown outlined in black and labelled Masterplan Land on the attached plan at **Appendix 1** and comprises 25.5 ha. (63 acres).

5.4 Purchase Price

This is exclusive of VAT payable 28 days following the receipt of a satisfactory planning consent free from any legal challenge. A deposit will be payable on exchange of contracts.

5.5 Permitted Use of the Land

The land will be sold with a restrictive covenant requiring the land to be developed for employment uses falling in Use Classes B1, B2, B8 (industrial), C1 (Hotel) and D2 (cinemas/halls/leisure) only.

The land allocated for allotments will also have a restrictive covenant limiting the use of this land for allotments only.

5.6 Overage Provision

a) Overage to be payable to the Vendor on the implementation of a planning permission for a change of use of the Property (Other than for a use permitted by the original planning permission and any other use for which Overage has been paid) that gives rise to an increase in market value. The agreed overage shall be payable at as at the date of implementation less any costs incurred in securing the new planning permission.

b) Overage to be payable to the Purchaser (the Council) on the implementation of any planning permission for a change of use of the Retained Land (Other than for a use permitted by the initial access deed and any other use for which an access sum has been paid) that gives rise to an increase in the market value of the Retained Land. The overage sum or percentage to be paid by the Vendor or their successors in title has not yet been agreed but it is proposed that once agreement has been reached then the Council will approve this under the delegated powers detailed in Item 2 of the Recommended Decisions set out at the beginning of this report.

5.7 **Title**

The Vendor will be selling the freehold with vacant possession subject to any existing covenants and restrictions and retention of a right of way for agricultural purposes only to the vendors retained land along such roads and/or route to be agreed with the Purchaser.

5.8 **Farming the Land**

The Vendor only shall be offered the opportunity to farm any land that is not to be developed immediately on the grant of a Farm Business Tenancy Agreement subject to the payment of an annual rent. The Farm Business Tenancy will be subject to the Council's right to terminate the Agreement upon 12 months' notice at any time.

5.9 **Easements and Services**

The Vendor to be permitted to connect to drains and services to be constructed on the Property and to enter to repair and maintain such services following their construction through the established spine roads subject to reciprocal connection rights for the Purchaser and the quality and capacity of such services not being compromised or diminished by the exercise of these rights.

5.10 **Access Rights to the Vendor's Retained Land**

The Purchaser to grant a right of access to the Vendor's Retained Land (as outlined in black and labelled 'Retained Land' on the plan at **Appendix 1**) at all times and for all purposes subject to payment of an Access Sum. The Access Right to be exercisable at any time following the grant of a satisfactory planning permission for Class B1, B2 and B8 Uses.

The Access Sum to be paid by the Vendor or their successors in title has not yet been agreed but it is proposed that once agreement has been reached then the Council will approve this under the delegated powers detailed in Item 2 of the Recommended Decisions set out at the beginning of this report.

5.11 **VAT**

The Vendor will not be charging VAT on the purchase price.

5.12 **Conditions**

- a) The purchase is subject to the grant of a satisfactory planning permission for the development of 65,000 sq. m. of employment floorspace in accordance with the approved Masterplan allocation together with an area for allotments.
- b) The Vendor will be required to submit an outline planning application, including an Environment Impact Assessment, within 3 months of exchange of contracts and will be responsible for meeting all outstanding planning and promotion costs incurred in securing planning permission.

- c) The Contract longstop date shall be 24 months from the date of exchange of contracts after which the Contract shall come to an end unless the parties agree to extend the Contract for a further period if the planning application or planning appeal is outstanding, the Challenge Period of 6 weeks is outstanding or there is an outstanding Judicial Review or Legal Challenge.
- d) The purchase is subject to receipt of a satisfactory ground investigation report.
- e) The purchase is subject to Cabinet and Full Council approval prior to exchange.
- f) The purchase is Subject to Contract.
- g) The purchase is subject to the assignment of such collateral warranties and copyright to plans and drawings owned by the Vendor as shall be notified to the Purchaser pre-exchange, together with the rights to any documentation produced and submitted for the planning application or produced in the course of the planning application.
- h) Each party shall be required to bear their own legal and surveyors costs incurred in connection with the sale of the land and any associated legal agreements.

6.0 Proposed Heads of Terms for the Purchase of the Access Land

6.1 Vendors

Landowner 1

6.2 Purchaser

Braintree District Council

6.3 Property

The land to be purchased is shown shaded in black on the attached plan at **Appendix 1**.

6.4 Purchase Price

The agreed purchase price will include the payment of VAT. A deposit will be payable on the exchange of contracts.

6.5 Conditions

The purchase is subject to satisfaction of the following conditions prior to completion which the Purchaser may waive in part or as a whole at any time:-

- a) The Purchaser having exchanged contracts to purchase the adjoining Masterplan land owned by Landowner 2 and shown outlined in black on the attached plan at **Appendix 1**.
- b) The grant of a satisfactory planning permission in accordance with the approved Masterplan being a development of not less than 65,000 sq. m. of employment floor space falling within Use Classes B1, B2, B8 (industrial), C1 (Hotel) and D2 (cinemas/halls/leisure) together with an area for allotments.
- c) The purchase is subject to receipt of a satisfactory ground investigation report.
- d) The purchase is subject to Cabinet and Full Council approval prior to exchange
- e) The purchase is Subject to Contract
- f) The assignment of such collateral warranties and copyright to plans and drawings owned by the Vendor as shall be notified to the Purchaser pre-exchange.
- g) Each party shall be required to bear their own legal and surveyors costs incurred in connection with the sale of the land and any associated legal agreements.

6.6 **Completion**

The Purchaser agrees to complete the purchase 21 working days from satisfaction of the last of the above conditions unless waived or otherwise disposed of by either party.

6.7 **Longstop Date**

The Longstop Date for completion of the contract will be 5 years from the date of exchange.

6.8 **VAT**

The Vendor shall be charging VAT on the purchase price.

7.0 **Acquisition Costs**

Acquisition costs are exempt from public disclosure under Paragraph 3 of Part 2 of Schedule 12 of the Local Government Act 1972. Details are available to Councillors in the Private Session report.

8.0 **Assembled Site Value and Exit Strategy**

- 8.1 Following the acquisition of the Masterplan Land and Access Land the Council will own a valuable property asset, the market value of which has been assessed by the Council's valuation consultant, Fenn Wright.

- 8.2 If the Council's circumstances changed and it decided not to invest in the site infrastructure and dispose of serviced plots on the open market it would be able to sell the site on for a potential profit (based on current values).

9.0 **Risks**

	Item	Issue	Action
9.1	Delay in submitting planning application by Landowner 2.	This would delay completion of the acquisition of the Masterplan and Access land and delay the project.	Landowner 2 has already instructed planning consultants at Strutt & Parker to prepare the planning application for submission as soon as possible after the exchange of contracts. Strutt & Parker have already held initial discussions with the Development Management Service.
9.2	Delays in obtaining a satisfactory planning consent.	This would delay completion of the acquisition of the Masterplan and Access land and delay the project.	<p>This development site was included in the Core Strategy (2011) under policy CS4-Provision of Employment. A Masterplan for the site for employment uses was approved at the Local Development Sub-Committee meeting on 6th February 2012.</p> <p>The allocation of this site for employment has been carried forward into the emerging Local Plan that covers the period 2016-2033.</p> <p>Therefore this site has an established presumption in favour of employment development which should mitigate against any delay in granting a satisfactory planning consent.</p>
9.3	Delays in agreeing acquisition terms with Landowner 1 and Landowner 2.	This will delay completion of the acquisition of the Masterplan and Access land and delay the project.	<p>Acquisition terms have now been agreed with Landowner 1, subject to contract.</p> <p>Acquisition terms have been agreed with Landowner 2 for the Masterplan land, however, terms regarding the grant of access rights to Landowner 2's retained land have not been agreed. The Council has given its consultant instructions regarding this matter and once agreement has been reached then the Council will approve this under the delegated powers detailed in Item 2 of the</p>

Recommended Decisions set out at the beginning of this report.

9.4	Economic conditions decline	This would delay the timing of the Council's infrastructure investment in the site or potentially impact on the Council's ability to dispose of the assembled site in the open market.	This is an important strategic acquisition by the Council and it can land-bank the site until market conditions improve or seek to dispose of the assembled site on the open market if the disposal price covers its acquisition costs. This would extend the opportunity costs incurred on the Council's General Fund revenue account associated with the acquisition in terms of either loss of interest income or from additional borrowing costs.
9.5	Site infrastructure costs increase	This may impact on the viability of the option for the Council to construct the site infrastructure and dispose of serviced plots.	The Council has engaged a specialist infrastructure consultant to provide an assessment of site infrastructure costs. These costs have been inflation adjusted to June 2018 and allowances have been made for debt financing, sales and marketing, project management, professional fees, build cost inflation and a project contingency. The Council can land-bank the site and progress when viable to do so or dispose of the assembled site on the open market if the disposal price covers its acquisition costs. If the Council land-banks the site or seeks to dispose of the assembled site then this would extend the opportunity costs incurred on the Council's General Fund revenue account associated with the acquisition in terms of either loss of interest income or from additional borrowing costs.
9.6	Potential competition from other employment sites.	Similar quality employment land is available at Stansted, Beaulieu Park in Chelmsford and Colchester Business Park.	The Great Notley Employment Site is uniquely situated along the A120. Skyline 1 attracted a lot of local businesses that needed to expand (e.g., Tamdown, Connectix) and also occupiers relocating from outside the District. There is no vacant land left at Skyline 1 and both local commercial agents and the Council

are aware of strong interest from businesses who would like to relocate to the Great Notley Employment Site.

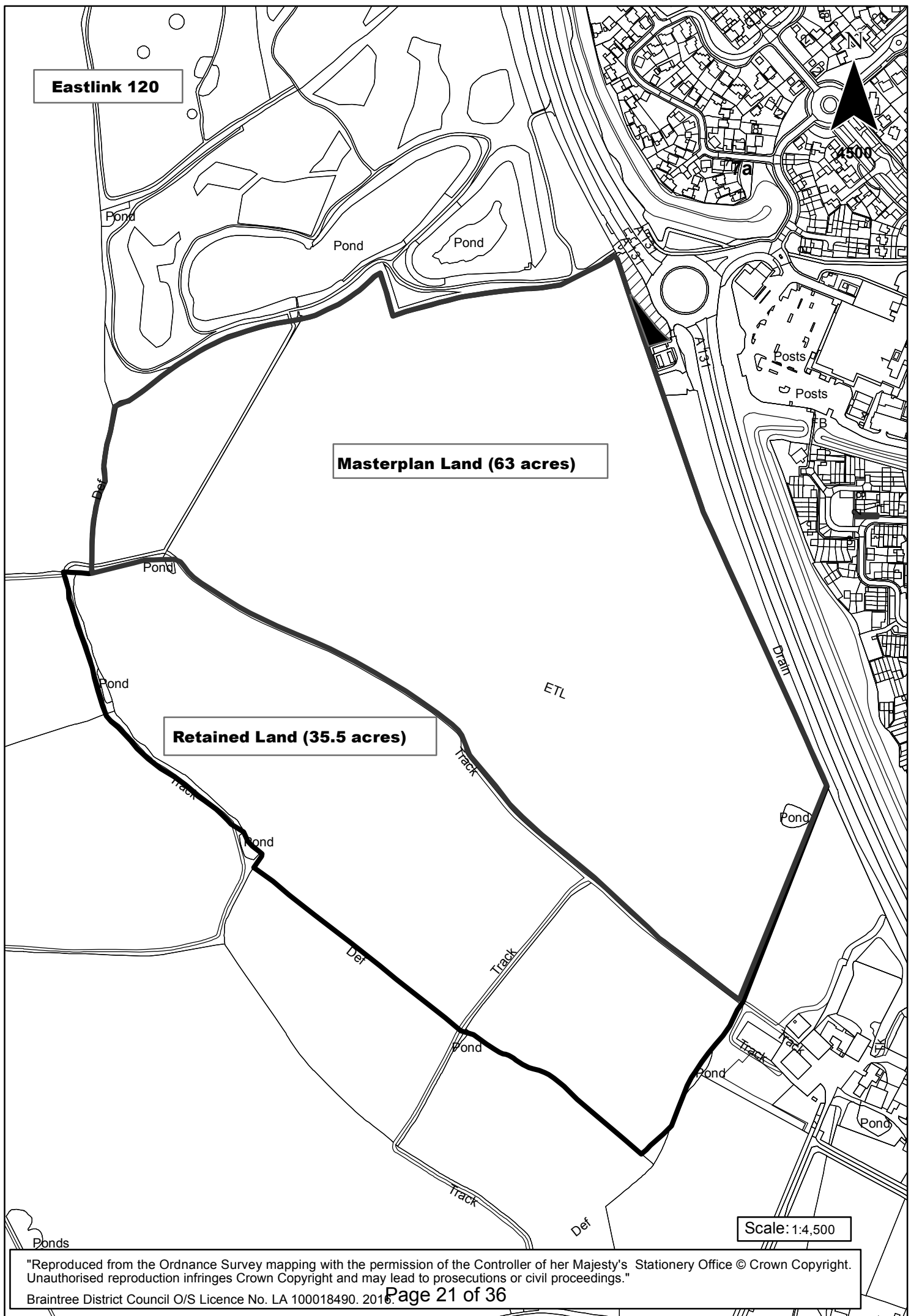
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| 9.7 | Detailed site investigation reports and soil surveys will need to be undertaken by the Council prior to completing the purchase of the Great Notley Employment Site. | The Council will need to confirm that no contamination exists on the site or that there are no adverse or onerous site conditions that would result in increased construction costs or restrict development on the site. | We understand that the Great Notley Employment Site has been used for farming purposes for many years. As soon as Members approve the purchase of this site then the Council will carry out detailed soil and site investigation assessments to confirm its suitability for employment development. |
| 9.8 | New build costs increase. | This may impact on owner/occupiers or developers ability to bring forward a viable development scheme on the site. | Over the last 18 months new build costs have increased as a result of inflationary pressures and the United Kingdom's decision to leave the European Union. Increasing build costs could impact on the value of the land or may delay development of employment premises. However, owner/occupiers tend to be prepared to pay a premium to secure the premises that they require. Also land values in the District are more competitive when compared to locations closer to London and this may be a factor influencing businesses to relocate into the District. |

10.0 Timescales – Land Acquisition

- 10.1 The current indicative project timescales are as follows:-
- 5th February 2018 – Cabinet Meeting
 - 19th February 2018 – Full Council Meeting
 - Spring 2018 – Exchange contracts to purchase Masterplan Land and Access Land subject to planning.
 - Late summer 2018 – Submission of outline planning application by Landowner 2 over the Great Notley Employment Site.
 - Autumn 2018 – Grant of above planning consent.
 - Winter 2018/19 – Completion of purchase of Masterplan and Access land.

11.0 Timescales – Disposal of Serviced Plots

- 11.1 It is proposed that during 2018 the Council will produce a detailed business case setting out its options, disposal strategy, costings and recommendations for bringing this site forward and facilitating the release of employment land onto to open market to enable the development of modern, high quality employment premises.



Proposed Disposal of Land and Property within the Land East of High Street Site in Halstead		Agenda No:7b
Portfolio	Corporate Services and Asset Management.	
Corporate Outcome:	A well connected and growing district with high quality homes and infrastructure.	
Report presented by:	Councillor John McKee, Cabinet Member for Asset Management and Corporate Services	
Report prepared by:	Andrew Epsom, Head of Asset Management	
Background Papers:		Public Report
Cabinet Report on 7 th July 2008.		Key Decision: Yes
Executive Summary:		
<p>The Council's Corporate Strategy for the period 2008 – 2012 identified the regeneration of key sites in the Halstead, Braintree and Witham town centres as a key priority. This regeneration was known as the Council's Three Towns: One Vision strategy.</p>		
<p>The Council's current Corporate Strategy for the period 2016 – 2020 identifies the need to increase the number of homes that meet the needs of our current and future residents in the District. The development of this site will help to meet local demand for housing and contribute towards the projected housing growth targets in the District as set out in the emerging District Local Plan (2016 – 2033).</p>		
<p>The purpose of this report is to provide Members with details of the proposed disposal terms agreed for the identified regeneration site in Halstead Town Centre which is known as the Land East of High Street site.</p>		
<p>The Land East of High Street site comprises 1.898 hectares (4.69 acres) of predominantly overgrown, unused land together with two residential properties and is situated in the centre of the town just east of the High Street (as shown outlined in black on the plan attached at Appendix 1). The site consists of 6 landowners (the Vendors) including the Council and the Council's Development Management service has required that a comprehensive development scheme comes forward in this location to avoid piecemeal development. The Council previously acquired 2 residential properties at 1 & 2 Vicarage Meadow to include within the assembled development site due to the large gardens at the rear of both properties that protrude into the site. The 6 landowners have entered into a Vendor Cooperation Agreement to enable the assembled site to be jointly disposed of in the open market.</p>		
<p>Disposal terms have in the past been agreed with a supermarket and then a residential developer but unfortunately both parties subsequently decided not to proceed with the acquisition of this site.</p>		

After a protracted period of negotiation, terms have now been agreed to dispose of the site to a residential developer (The Purchaser) subject to planning. This disposal has been approved by the other 5 members of the Vendor Consortium and Member approval is now sought to enable contracts to be exchanged with the purchaser.

Recommended Decision:

- 1) That Members approve the disposal of the Council owned land and property contained within the Land East of High Street site, on the terms agreed with The Purchaser and as set out in this report, to enable the Land East of High Street site to come forward for residential development.
- 2) That Members approve that the Council enters into a Supplemental Cooperation Agreement to formalise the disposal arrangements agreed between the 6 landowners that are jointly disposing of their interests in the Land East of High Street site in Halstead.
- 3) That Members approve the transfer of the strips of land situated along the western boundary of the site at nil consideration to the Council to enable the Vendor Consortium to control access or easement rights over the Land East of High Street site to any adjoining third party land.
- 4) That powers be delegated to the Corporate Director of Sustainable Development in consultation with the Cabinet Member for Corporate Services and Asset Management to agree any amendments or variations to the disposal terms and disposal arrangements set out in the report.

Purpose of Decision:

To approve the disposal of the Council's land and property interests within the Land East of High Street site in Halstead which will provide a key access into the site together with additional development land to enable a residential development scheme to come forward in this location.

Any Corporate implications in relation to the following should be explained in detail.

Financial:

The Vendor Consortium will receive a total gross disposal price for the site subject to the grant of a satisfactory planning consent.

The Consortium's agent, Savills, has recommended, after taking into account the difficulties and constraints associated with this site, that the Vendor Consortium proceeds with the offer put forward by The Purchaser.

It has been agreed within the Vendor Consortium Agreement that the costs associated with the acquisition of 1 & 2 Vicarage Meadow by the Council plus ongoing holding costs less any income from the letting of these properties will be deducted from the gross disposal price and reimbursed to the Council. Ongoing rental income and property costs will cause this figure to fluctuate slightly until completion takes place.

The sale price may be subject to adjustment to allow for remedial costs associated with the removal of any invasive plant species found on the site. Also, if a shoppers' car park is required on the site the price will be reduced by an agreed sum for each space required up to a maximum agreed sum.

Anglian Water has assessed water supply infrastructure costs to the property. Any saving made on this cost by The Purchaser will be split between the purchaser and the Vendor Consortium.

The net purchase price after all permitted deductions have been made will be allocated to the 6 Vendors in accordance with percentage allocations agreed between the parties.

The Council owns the main access into the site along St Andrews Road and has negotiated an appropriate share of the net sale proceeds to reflect this access and its land ownership. A secondary access is also available off the High Street along The Centre and the owner of this land has agreed an appropriate share of the sale proceeds for access across this land. The remaining four Landowners then receive a share of the remaining sale proceeds on a land area pro-rata basis.

The Agent's fees for this transaction and the legal fees payable up to the conditional exchange of contracts will be deducted from the gross sale price.

The Council has opted to tax on the land it is selling.

Legal:	<p>The Council's Legal Service and Asset Management Service will seek to ensure disposal terms satisfactorily protect the Council's interest.</p> <p>The Council's Legal Service has reviewed the disposal terms and can confirm that these are within the powers of the Council.</p>
Safeguarding:	The report raises no safeguarding issues.
Equalities/Diversity:	<p>The employment of staff during the development of the site will need to comply with all equalities and diversity legislation.</p> <p>Equalities issues with respect to a future use of the location will need to be considered within the scheme design and through the planning process.</p>
Customer Impact:	<p>The residential development scheme will provide housing opportunities for residents of the District.</p> <p>A significant capital receipt will be received by the Council which will contribute to future investment in the District and support the delivery of Council services.</p>
Environment and Climate Change:	Any newly constructed buildings will need to comply with current environmental and climate change requirements.
Consultation/Community Engagement:	<p>Management Board and Members have been consulted on the principle of disposing of the Council's land for the proposed residential development scheme.</p> <p>Appropriate public consultation will take place when the planning application is submitted.</p>
Risks:	<ol style="list-style-type: none"> 1) Economic conditions decline. 2) Build costs increase. 3) Financial soundness of The Purchaser declines. 4) The Purchaser does not obtain a satisfactory planning consent. 5) Ongoing delays in exchanging contracts. 6) The disposal is subject to certain conditions being satisfied.
Officer Contact:	Andrew Epsom
Designation:	Head of Asset Management
Ext. No:	2921
E-mail:	andrew.epsom@braintree.gov.uk

1. Background.

- 1.1 The Council's Corporate Strategy for the period 2008 - 2012 identified the regeneration of key sites in the Halstead, Braintree and Witham town centres as a key priority. This regeneration was known as the Council's Three Towns: One Vision strategy.
- 1.2 The Council's current Corporate Strategy for the period 2016 – 2020 identifies the need to increase the number of homes that meet the needs of our current and future residents in the District. The development of this site will help to meet local demand for housing and contribute towards the projected housing growth targets in the District as set out in the emerging District Local Plan (2016 – 2033).
- 1.3 The Land East of High Street site comprises 1.898 hectares (4.69 acres) of predominantly overgrown, unused land together with two residential properties and is situated in the centre of the town just east of the High Street. The site consists of 6 landowners including the Council and the Council's Development Management service has required that a comprehensive development scheme comes forward in this location to avoid piecemeal development. The Council previously acquired 2 residential properties at 1 & 2 Vicarage Meadow to include within the assembled development site due to the large gardens at the rear of both properties that protrude into the site. The 6 landowners have entered into a Vendor Consortium Agreement to enable the assembled site to be jointly disposed of in the open market.
- 1.4 There is a group of 16 air raid shelters within the site which have recently been included on the Braintree Local List as buildings of architectural and historic significance. Planners will take into account this local listing when considering a planning application for the site.
- 1.5 Disposal terms were previously agreed and conditional contracts exchanged with a supermarket in 2010, however, the operator subsequently decided not to proceed with the purchase of this site.
- 1.6 The site was re-marketed in 2014 and 5 offers were received from residential developers. The Vendor Consortium interviewed the 2 highest bidders, who had submitted similar priced bids, and in a close decision chose to proceed with Bidder A. However, in January 2015 Bidder A advised that it no longer wished to proceed with the acquisition of this site. The Vendor Consortium's agent then reverted to Bidder B (The Purchaser) who indicated a willingness to proceed.
- 1.7 After a protracted period of negotiation, contract terms have now been agreed between the Vendor Consortium and The Purchaser. The Purchaser will be looking to develop the site with a mix of flats and houses and will commence formal discussions with the Council's Development Management Service to bring forward an appropriate residential scheme following exchange of contracts.

2.0 Proposed Disposal Terms.

- 2.1 The Land East of High Street site comprises 1.898 hectares (4.69 acres) and is shown outlined in black on the plan attached at **Appendix 1**. The assembled site comprises the following 6 separate landowners:-
- Braintree District Council (3850m²)
 - Landowner 1 (4770m²)
 - Landowner 2 (290m²)
 - Landowner 3 (340m²)
 - Landowner 4 (8960m²)
 - Landowner 5 (770m²)
- 2.2 The Vendor Consortium has been advised by the property consultants, Savills, who have marketed the Land East of High Street site and negotiated disposal terms.
- 2.3 The Purchaser has agreed to purchase the site subject to receipt of a satisfactory planning consent and subject to potential additions and deductions as detailed below.
- 2.4 Should the site contain any invasive plant species then any required remediation works are to be undertaken by The Purchaser on an open book basis. The invasive plant species are to be defined and agreed by the parties as soon as practicable following the exchange of contracts. The costs of any remediation works are to be deducted from the purchase price. If no invasive plant species are found on site then this clause is disregarded and no deduction to the price is made.
- 2.5 Anglian Water has prepared a Pre-Planning Assessment Report for the property dated 30th September 2014 detailing their costs to supply water infrastructure to the property. This deduction has been reflected in the purchase price; however, in the event that savings can be negotiated by The Purchaser then the savings are to be split between the Vendors and The Purchaser and will be added back onto the completion sum at completion.
- 2.6 If a shopper's car park is required on the site as a planning condition then the price will be reduced by an agreed sum for each parking space required up to a maximum agreed sum.
- 2.7 The deposit is payable to the vendors' Solicitor on exchange of contracts. The balance of the purchase price shall be payable on completion of the purchase of the land by The Purchaser following receipt of a satisfactory planning consent and satisfaction of the other contract conditions.
- 2.8 The contract longstop date shall be 24 months from the exchange of contracts but can be extended if the planning application or a planning appeal is outstanding, the Challenge Period of 6 weeks is outstanding, there is an outstanding Judicial Review or Legal Challenge or the vacant possession condition and/or the Title Condition and/or the Remediation Certificate Condition remain outstanding. The termination date shall not in any circumstances extend beyond the date 30 months from the exchange of contracts.

- 2.9 The Purchaser shall be required to submit a planning application within 9 months of exchange of contracts to secure a residential development scheme.
- 2.10 The contract is also subject to planning conditions, title conditions, vacant possession conditions, remediation certificate conditions and title indemnity conditions which will need to be satisfied to enable the disposal to proceed to completion. These conditions are generally standard for a contract of this nature. The Purchaser also has the right to waive these conditions and proceed to completion.
- 2.11 The Council will be retaining a 150mm wide strip of land (the ransom strip) between points A & B along the western boundary of the site and as shown on the plan attached at **Appendix 1**. This ransom strip will enable the Vendor Consortium to realise a future capital receipt should any adjoining landowner wish to develop their land and requires access (or easement rights) across the ransom strip to facilitate their proposed development scheme. The Vendor Consortium will receive an agreed percentage of the land value of the development site which will be apportioned between the Vendors in accordance with the percentage share allocated to each vendor.
- 2.12 The strips of land will be transferred to the Council at nil consideration on completion and retained by the Council on behalf of the Consortium members to enable the Consortium to retain control over any access or easement requirements to adjoining land. Contact details for all of the Consortium members will be retained by the Council on completion.

3.0 The Vendor Cooperation Agreement.

- 3.1 The 6 Vendors have agreed to enter into a Vendor Cooperation Agreement which sets out the terms and conditions under which the Vendors agree to jointly dispose of their combined interests as single site on the open market.
- 3.2 The Vendor Cooperation Agreement also defines the allocation of the net sale price between the Vendors.
- 3.3 The Council owns the main access into the site and has therefore negotiated an appropriate share of the net sale price while another Landowner owns a secondary access to the site and receives an appropriate share of the net sale price for this access. The remaining landowners have been allocated the balance of the net sale price on a land area pro-rata basis. The Council's agent, Savills, has confirmed that the Council's share of the net sale price represents a fair market value for the Council's interest in the site.
- 3.4 The terms of the Vendor Cooperation Agreement enables the costs of the 2 residential properties acquired at 1 & 2 Vicarage Meadow by the Council, as part of the site assembly process, to be recovered from the gross receipt for the site with the balance of the receipt being allocated to the Vendors in accordance with the percentages agreed between the Vendors. The properties at 1 & 2 Vicarage Meadow are currently rented out and managed by the Council.

- 3.5 Under the terms of the Cooperation Agreement acceptance of an offer requires the agreement of 2 major landowners and 2 minor landowners and such acceptance shall bind the parties and all of the parties shall enter into a Sale Agreement. The other 5 vendors have agreed to the disposal to The Purchaser.
- 3.6 The current Cooperation Agreement has expired and in order to continue to retain a formal agreement between the Vendors to jointly dispose of their land, it is proposed that a Supplemental Cooperation Agreement is entered into to cover the contract term at the same time contracts are exchanged.
- 3.7 The Supplemental Cooperation Agreement also sets out the position regarding the retention of the ransom strip (situated along the western boundary of the site between points A-B as shown on the plan attached at **Appendix 1**) which will be retained by the Council. Please also note paragraphs 2.11 and 2.12 regarding the arrangements agreed by the Vendor Consortium regarding the ransom strip.

4.0 Planning Position.

- 4.1 The Council is in the process of replacing the existing Local Plan Review 2005. The replacement plan runs from 2016 – 2033 and has been submitted to the planning inspector for examination. Hearings on Part 1 will be held in January. Part 2 is expected to be examined in spring 2018 and final adoption is expected by the end of 2018.

The site lies within the Development Boundary and has been allocated as a Comprehensive Redevelopment Area (Local Plan Policy 24). This means it is suitable for a mix of uses including housing, retail, commercial, open space and community uses. The plan policy lists a number of issues which will need to be addressed satisfactorily in any forthcoming scheme including: satisfactory vehicular and pedestrian access; appropriate parking and open space provision; protection of the setting of listed buildings and enhancement of the Conservation Area including the retention and refurbishment of one air raid shelter; retention of protected trees and habitat for protected species; and the protection of important views. We understand that the purchaser is aware of these issues which are generally standard planning policy requirements.

- 4.2 This site is situated in the centre of Halstead just to the east of the High Street and is a prime redevelopment site.

5.0 Current Market Value.

- 5.1 The Vendor Consortium's agent, Savills, has recommended, after taking into account the difficulties and constraints associated with this site, that the Vendor Consortium proceeds with the offer put forward by The Purchaser.
- 5.2 Under the terms of the Vendor Consortium Agreement the Council will recover its acquisition and management costs in relation to 1 & 2 Vicarage Meadow and will receive a share of the net sale price which reflects the value of its interest in the site.

6.0 Risks.

	<u>Item:</u>	<u>Issue:</u>	<u>Action:</u>
6.1	Economic conditions decline.	The Purchaser would review its development proposals to assess if viable to proceed. This would result in delays in bringing forward development.	Economic conditions are being challenged by the Brexit uncertainty; however, there is a housing supply shortage and a steady demand from developers for development sites.
6.2	Build costs increase.	Any skills or materials shortages in the construction industry could result in construction cost increases.	The Purchaser will have carried out its due diligence and viability appraisals and will have included a contingency provision/allowances for potential cost increases.
6.3	Financial soundness of The Purchaser declines.	The Purchaser is unable to progress the development scheme due to financial difficulties.	The Purchaser is an SME and a local house builder but if it was under financial pressure it could readily dispose of this site with a planning consent in the open market.
6.4	The Purchaser does not obtain a satisfactory planning consent.	The sale of the land is unlikely to complete unless The Purchaser secures a satisfactory planning consent.	The Purchaser has held an initial meeting with planning officers and has an understanding of the development potential for the site and the requirements of a policy compliant scheme.
6.5	Delay in exchanging contracts.	It has been difficult to coordinate and progress the disposal with 6 separate vendors and their advisers and any ongoing delays increase the risk of The Purchaser or vendors pulling out of the transaction.	The contract and associated legal documentation has now been agreed by The Purchaser and other 5 vendors and just requires the Council's approval to enable an exchange of contracts.

6.6	<p>The disposal is subject to planning, title, vacant possession, site remediation and title indemnity conditions.</p>	<p>These conditions will need to be satisfied to enable the disposal to proceed to completion.</p>	<p>The Vendor Consortium and The Purchaser will undertake the necessary work to ensure that these conditions are met which are generally standard conditions for a contract of this nature. Should any issues arise then these will need to be reviewed, independent specialist advice obtained and possible discussions/negotiations will need to be undertaken with The Purchaser. Any significant issues may result in The Purchaser seeking to re-negotiate the purchase price. The Purchaser also has the right to waive these conditions and proceed to completion.</p>
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7.0 **Next Steps.**

- 7.1 If Members approve the proposed disposal terms then the Consortium's Solicitor will be instructed to proceed to an exchange of contracts as soon as possible and The Purchaser would be expected to submit a planning application within 9 months of the exchange of contracts.



Cabinet Member Decisions made under delegated powers	Agenda No:8
Portfolio See body of report Corporate Outcome: Report presented by: Not applicable – report for noting Report prepared by: Emma Wisbey, Governance and Member Manager	
Background Papers:	Public Report
Cabinet Decisions made by individual Cabinet Members under delegated powers.	Key Decision: No
Executive Summary: All delegated decisions taken by individual Cabinet Members are required to be published and listed for information on next Cabinet Agenda following the decision. Since the last Cabinet meeting the following delegated decisions have been taken (details as at time of decision): Councillor Mrs W Schmitt – Cabinet Member for Environment and Place – Decision taken on 16th June 2017 Approval of an additional discretionary funding to allow for unforeseen works to a disabled facility grant works being undertaken at a property in Castle Hedingham Councillor Mrs W Schmitt – Cabinet Member for Environment and Place – Decision taken on 16th June 2017 Approval of the allocation of an additional discretionary disabled facility grant funding (DFG) to allow the replacement of a boiler in association with the DFG works to be undertaken at a property in Braintree. Councillor Mrs W Schmitt – Cabinet Member for Environment and Place – Decision taken on 29th June 2017 To withdraw the charge of £200 for processing Temporary Traffic Regulation Orders (TTRO's) in conjunction with National Events and Ceremonies including those held annually and such other events announced by the Government from time to time, which are commemorated by the nation. Councillor P Tattersley – Cabinet Member for Health and Communities – Decision taken on 29th September 2017	

Community Transport – to approve the increase the fees and charges from Monday 2nd October 2017. Proposals were shown in appendix 1 of the report to Cabinet on 10th July 2017.

**Councillor Mrs W Schmitt – Cabinet Member for Environment and Place –
Decision taken on 29th June 2017**

To approve the allocation of up to an additional £16,000 discretionary funding to allow disabled facility grant works to be undertaken at a property in Witham

**Councillor Mrs L Bowes-Flint – Cabinet Member for Planning and Housing –
Decision taken on 23rd October 2017**

To approve Braintree District Council's response to the Babergh and Mid Suffolk Joint Local Plan (Joint Consultation Document August 2017).

**Councillor J McKee – Cabinet Member for Corporate Services and Asset
Management - Decision taken on 24th October 2017**

That the existing lease granted to the Tabor Centre in respect of the Woodwork Building at Weavers Park, Braintree be extended for a period of 30 years and on the same principle terms.

**Councillor D Bebb – Cabinet Member for Finance and Performance - Decision
taken on 25th October 2017**

Agreed that the Council participates, together with 14 other Essex Authorities, in a bid to be a pilot of the 100% Business Rate Retention Scheme for 2018/19. The bid was required to include a fall-back position should the bid be unsuccessful. It was agreed that the fall-back position would be that the 15 Authorities would request that an Essex Region Business Rate Pool be designated for 2018/19.

**Councillor Mrs W Schmitt – Cabinet Member for Environment and Place –
Decision taken on 7th December 2017**

To approve the allocation of an additional £20,000 discretionary funding, repayable upon sale or transfer of the property, to allow disabled facility grant works to be undertaken at a property in Braintree.

**Councillor Mrs L Bowers-Flint – Cabinet Member for Planning and Housing –
Decision taken on 15th December 2017**

To approve the Neighbourhood Area Application covering the extent of Stisted Parish Council to enable the production of the Neighbourhood Plan.

**Councillor P Tattersley - Cabinet Member for Health and Communities – Decision
taken on 22nd January 2018**

To agree the core price increases proposal across the Leisure Contract as per clause 10.1 in the specification an increase on core prices of CPI-X at the month of October 2017 which was 3%. There is one exception to the increase which goes above the 3% core price threshold; this is to increase casual swim admissions at the three swimming

<p>facilities to bring in line with casual swimming rates at the other sites and to reflect the increase in operational costs for a swimming pool.</p> <p>Cabinet Decisions made by individual Cabinet Members under delegated decisions can be viewed on the Access to Information page on the Council's website. www.braintree.gov.uk</p>
<p>Recommended Decision:</p> <p>For Cabinet to note the delegated decisions.</p>
<p>Purpose of Decision:</p> <p>The reasons for decision can be found in the individual delegated decision.</p>

Any Corporate implications in relation to the following should be explained in detail.

Financial:	None arising out of this report.
Legal:	None arising out of this report.
Safeguarding:	None arising out of this report.
Equalities/Diversity:	None arising out of this report.
Customer Impact:	None arising out of this report.
Environment and Climate Change:	None arising out of this report.
Consultation/Community Engagement:	None arising out of this report.
Risks:	None arising out of this report.
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