
DATED

REPORT ON TITLE

MARKE WOOD RECREATION GROUND

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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.

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.]

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Property: The property described in paragraph 4 of this report.

SDLT: Stamp duty land tax

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 DOVER DISTRICT COUNCIL, in connection with a proposed lease of the part of the Property 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 and search results.
- 2.4 Where the provisions of the Incumbrances are summarised, the wording of the provisions has been shortened. Provisions that are likely to be less important when assessing their effect on the value of the Property have been omitted. This report should not be used as a substitute for reading the actual documents.
- 2.5 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 of the Property to be carried out, if this has not already been arranged. A survey should identify any physical defects in the Property and may warn of potential defects.
- 2.6 We express no opinion on the commerciality of the transaction. We are unable to advise on the value of the Property. We recommend that you have the Property professionally valued. You should ensure that the valuer is aware of the matters mentioned in this report, as they may affect the value.

3. Executive summary

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

3.1 The Property is held by the Council in trust for the Charity of Frederick Franklin for a Public Park. The charity is administered and governed in accordance with a Charity Commission scheme dated 22 April 2002.

3.2 The use of the Property sets out the objects of the charity:

"(1) the object of the charity, is in the interests of social welfare, the provision of, or to assist in the provision of the facilities for recreation or other leisure time occupation to improve the conditions of life for the inhabitants of the area of benefit without distinction of political religious or other opinions".

(2) Subject to the provisions of clause 8 of this scheme the land identified in parts 2 and 3 of the schedule to this scheme must be retained by the trustee for use as a recreation ground."

3.3 Under clause 8(2) of the scheme the trustee is permitted to consider letting the land and buildings during such periods as they are not in occupation. The question as to whether the substantive disuse of the pavilion amounted to a period of no occupation was put to the Charity Commission and the Commission agreed that it did so the trust may grant a lease. Their view is subject to the Trustee following all the usual procedures set out in paragraph 5 above.

3.4 There are restrictive covenants which prohibit the sale of alcohol at the Property.

4. The Property

4.1 The Property is the freehold land and buildings known as Marke Wood Recreation Ground, Dover Road, Deal. It comprises open land used for recreational purposes.

4.2 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. You should inspect the Property and let us know if there are any discrepancies between the plan and the site inspection.

4.3 The Property is registered at the Land Registry under title number K803695. The class of title is absolute freehold title. Absolute title is the best class of title available.

4.4 The registered owner of the Property is Dover District Council acting as Trustee of the Charity of Frederick Franklin for a Public Park.

4.5 The Property was acquired by Dover District Council in two conveyances:

- the parts of the Property edged and numbered 2, 3 and 4 in blue on the plan at Annex 1 in a Conveyance dated 4 February 1928 made between (1) Rosamond Contessa Di Sant' Elia and (2) the Urban District Council of Walmer;
- the part of the Property edged and numbered in 1 in blue on the plan at Annex 1 in a Conveyance dated 7 May 1955 between (1) Herbert Gibbon and (2) the Mayor Aldermen and Burgesses of the Borough of Deal.

4.6 The Land Registry title for the Property is subject to three restrictions:

- a restriction to ensure that any capital money must be paid to two trustees or a trust corporation.
- a standard restriction that the Land Registry is required to enter to reflect any restrictions on disposal that apply under sections 117 to 121 of the Charities Act 2011 (section 37(2) and 39(2) of the Charities Act 1993 were replaced by sections 122(3) and 125(2) respectively of the Charities Act 2011).
- a restriction to protect the interests on the Big Lottery loan for play equipment for the play area part of the Property.

5. Matters benefiting the Property

The part of the Property coloured pink on the plan at **Annex B** enjoys the following Benefits:

5.1 The benefit of a right granted by a Conveyance dated 7 May 1955 ("**the 1955 Conveyance**") made between (1) Herbert Gibbon and (2) The Mayor Aldermen and Burgesses of the Borough of Deal:

- The right to run water and soil in and through the drain laid in and under the adjoining land to the north-east of the land

6. Matters burdening the Property

The Property is subject to the following Incumbrances:

6.1 The part of the Property edged and numbered 1 in blue on the plan at Annex A is subject to the following covenants set out in a Conveyance dated 15 January 1897 ("**the 1897 Conveyance**") made between (1) Frederick Wingfield Leith and (2) Jane Ball Leith and (3) John Gutner Hossack and (4) the Walmer Estates Company Limited insofar as they are still subsisting and capable of being enforced:

- Nothing except boundary walls or fences shall be erected within twenty-five feet of Dover Road nor within twenty-five feet of either Granville Road or Liverpool Road;
- The value of all houses to be erected on the land fronting the Dover Road, Granville Road or Liverpool Road is set out in the Conveyance;
- No public house or beer shop or place for the sale of intoxicating liquors shall be erected provided that this restriction shall not be deemed to apply to a good hotel;
- No noisy noxious offensive trade business or manufacture shall at any time be carried out on any part of the land and no excavation shall be made on the land and no earth or soil removed except for the erection of any building and no bricks or tiles burnt on the land.

6.2 The part of the Property edged and numbered 2, 3 and 4 in blue on the plan at Annex A is subject to the following Incumbrances set out in a Conveyance dated 11 October 1927 between (1) Transvaal and Rhodesian Estates Limited (the Company) and (2) Rosamond Contessa Di Sant' Elia (the Purchaser):

- No house or building erected or to be erected on the Property or any part of the Property is to be used for the purpose of a shop workshop for the sale of malt or spirituous liquors and no private dwelling house is to be erected on the Property of less than a value of £1,000 if detached and £800 if semi-detached;
- The value of a house for the purpose of the stipulations is the amount of its net first costs in materials and labour of construction;
- The Property and any house or building erected on or to be erected shall be used for the purpose of a private dwelling house or professional residence or for a public recreation ground park or playing field but this covenant shall not preclude the erection of a private motor garage on the land nor the erection of pavilions or shelters or of such other erections or buildings as are reasonably incidental to its user as a recreation ground park or playing field.
- To maintain boundary walls or fences not less than four feet height or more than six feet high on all sides of the Property which abut a public road and it shall be lawful for the Vendor to enter the Property and erect the fences and to recover the cost from the Purchaser as a rent in arrear;
- The part of the Property shall not be used for any purpose other than a park or recreation ground playing field garden ground meadow land plant nursery or orchard until build upon and no noxious or offensive matter shall be stacked or allowed to accumulate on the land nor shall any act deed or thing be done on the said land or in

or upon any building thereon which may be or grow to be an annoyance nuisance or damage or disturbance to the Vendors or their successors or assigns or the owner or tenant of any adjoining land;

- Not to dig or remove or permit to be dug or removed on or from the Property any turf gravel clay or soil except what may be necessary in excavating the foundations of any building which may be erected thereon;
- The part of the plan at Annex 1 edged and numbered 3 and 4 is reserved exclusively for roads.
- The Vendors reserve a right to allow departure from the stipulations in any sale of other party of the estate

6.3 The part of the Property edged and numbered 2, 3 and 4 in blue on the plan at Annex A is subject to the following Incumbrances set out in a Conveyance dated 4 February 1928 made between (1) Rosamond Contessa Di Sant' Elia and (2) The Urban District Council of Walmer:

- The part shall for ever hereafter be devoted to and used for a recreation ground or playing field for the use and enjoyment of the children and people of Walmer or to and for the purposes connected with and reasonably incidental to such user and that the Council and such persons deriving title under it will hereafter hold maintain and control the said land so that it may at all times be available for such purpose and user;
- The Council will have regard to the wishes of the Grantor with respect to the lay-out and mode of user of the land as a recreation ground or playing field and will reserve a suitable spot for the erection of a drinking fountain or other memorial to the Agnes Marke Wood and permit the Grantor to erect the same thereon;

6.4 The Property edged and numbered 1 in blue on the plan at Annex A is subject to the following Incumbrances set out in a Conveyance dated 15 July 1929 made between (1) Transvaal and Rhodesian Estates Limited (2) Stanley Hutchinson and (3) Edmund Herbert Hinds:

- Not to erect or allow to be erected on the Property any shop workshop or manufactory or beershop public house or hotel or pace for the sale of malt or spirituous liquors or any building other than detached or semi-detached private dwelling houses of any such detached houses shall not be of less value than £800 and any pair of semi-detached houses shall be of not less value than £1,200.

- The value of a house for the purpose of the stipulations is the amount of its net first costs in materials and labour of construction;

- The land conveyed and any house or other building erected on or to be erected thereon shall be used for the purposes of a private dwelling house or professional residence only but this covenant shall not preclude the erection of a private motor garage on the land;

- Within six months from the date of the Conveyance to make and thereafter maintain boundary walls or fences not less than 4 feet height nor more than 6 feet high next the roads and on the side of the land marked "T" within the boundary and that if the purchaser fails to erect such boundary walls or fences within the time aforesaid the vendor or their successors or assigns to enter the Property and erect the fences and recover the cost from the purchaser as rent in arrears.

Note: the "T" marks affect the south-western and south-eastern boundaries of the land edged and numbered 1 in blue on the plan at Annex A.

- No house or other building shall be erected on the Property until the plans and elevations have been submitted to and approved by the vendor's surveyor for the time being. No charge shall be made for such approval.
- The Property shall not be used for any purpose other than garden ground meadow land plant and nursery or orchard until built upon and no noxious or offensive matter should be stacked or allowed to accumulate on the land nor shall any act deed or thing be done on the Property or in or upon any building thereon which may be or grow to be an annoyance nuisance or damage or disturbance to the vendors their successors or assigns or the owner or tenant of any adjoining land;
- That no building other than a fence or wall or conservatory within the limits aforesaid shall be erected on the land between the building shown on the plan (see Annex C) and the road.

Note: the building line is set back 20 feet from Dover Road.

- Not to dig or remove or permit to be dug or removed on or from the land any gravel clay or soil except what may be necessary in excavating the foundations of any building which may be erected thereon
- No road or footpath shall be formed made use or allowed on or across the land except a private footpath giving access to any building or any part of the land exclusively without the consent in writing of the vendors their successors or assigns.

6.5 The land tinted yellow on Annex A (and coloured brown on Annex D) is subject to the rights granted by a Deed of Grant dated 31 May 1979 made between (1) Dover District Council and (2) Frank Waring Westby and Philomena Mary Waring Westby in favour of the property at 3A Granville Road, Walmer Deal CT14 7LU with Land Registry title number K488172 shown edged red at Annex D:

- The right and liberty for the grantees and their successors in title, the owners and occupiers for the time being and their respective servants and licencees in common with the grantor and all others having the like right at all times by day or night with or without vehicles and with or without animals and for all purposes whatsoever without any limitation to pass and repass the land shown brown on Annex D.

7. Local land charges search

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 Searchflow on 14 January 2020. The result of the search revealed that the following local land charges are registered against the Property:

- A planning decision 88/00537 dated 14 June 1988 relating to alterations and additions and change of use of pavilion and toilets to a private sports and social club. A copy of the permission is attached at Annex E.

8. 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 Searchflow Limited on 14 January 2020. The result of the search [did not show any entries that adversely affect the Property and revealed the following information:

Dover Road, Granville Road and Warwick Roads are highways maintainable at public expense. However, please let us know if you are aware of anything that may indicate

that the Property access does not abut the highway, for example, a strip of concrete or a grass verge between the Property and the road surface. Please also let us know if you plan to move the access to the Property from its current position.

No part of the Property is registered as common land or as a town or village green.

9. Land charges search

A land charge is used to protect a third party's interest in land that is not registered at the Land Registry.

The land charges search was made against Rosamond Contessa Di Sant' Elia, Herbert Gibbon and Transvaal and Rhodesian Estates Limited referred to in the deeds which formed the title was provided by the Land Charges Department of the Land Registry on 13 January 2020. The result of the search did not show any entries that adversely affect the Property.

The land charges searches expires on 31 January 2020.

10. Planning and building regulations

The use of the Property in terms of planning policy is as open space.

11. Other searches

The following searches were not carried out as part of this report:

- Drainage and Water
- Flood risk search
- Environmental search
- Coal mining search
- Chancel repair search


12. Conclusion

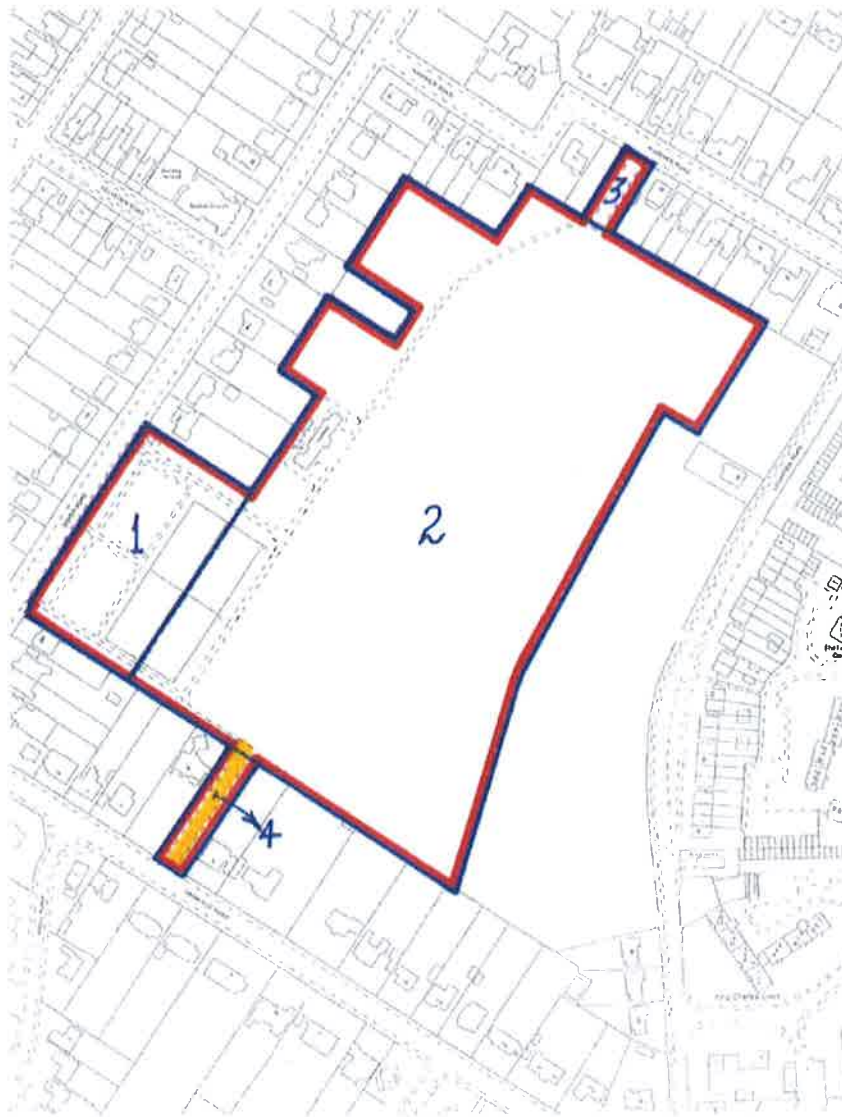
Subject to the matters referred to in this report, we are of the opinion that upon completion of the purchase of the Property and registration at the Land Registry you will obtain a good and marketable title to the Property.

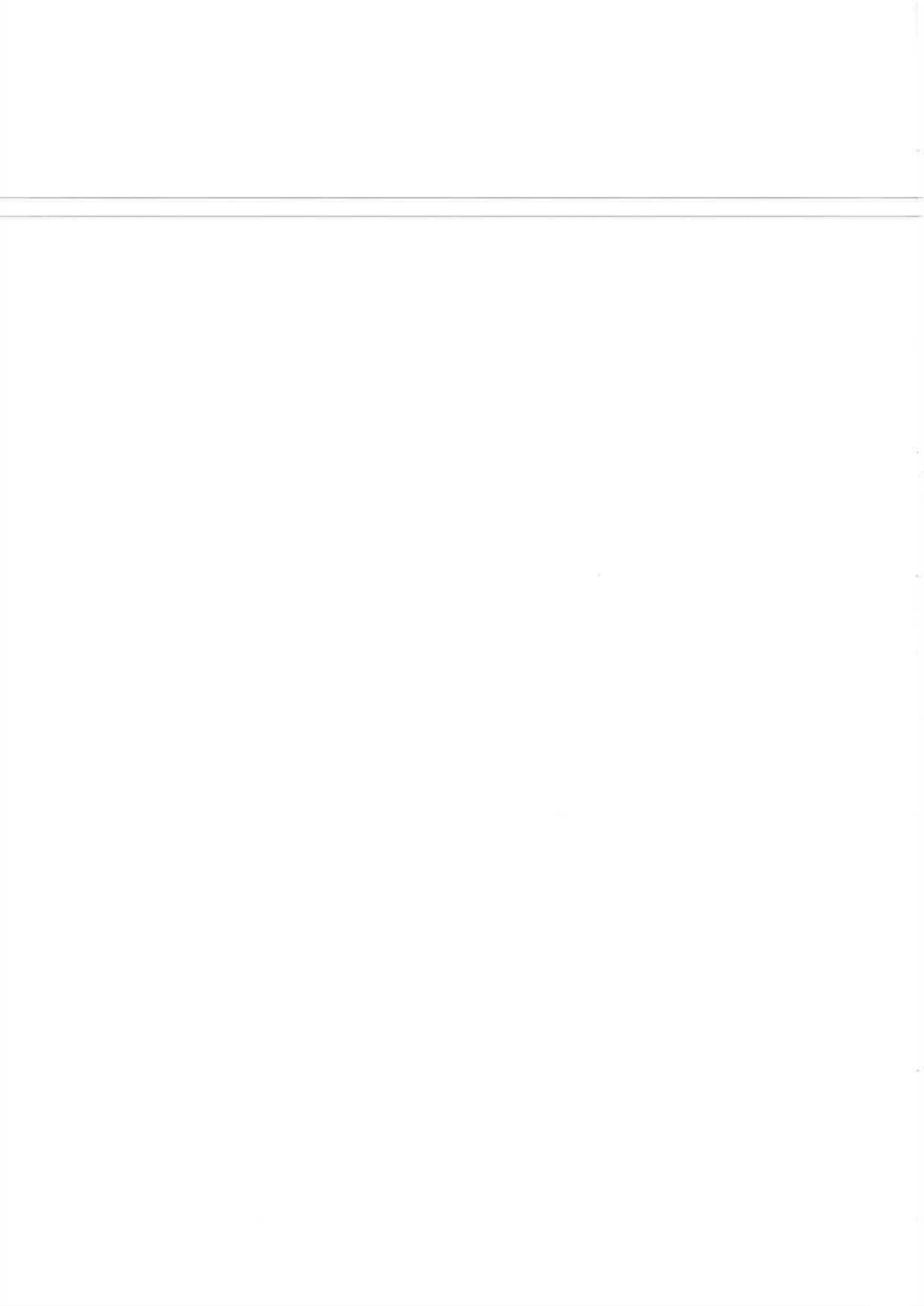
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Signed Dover District Council.

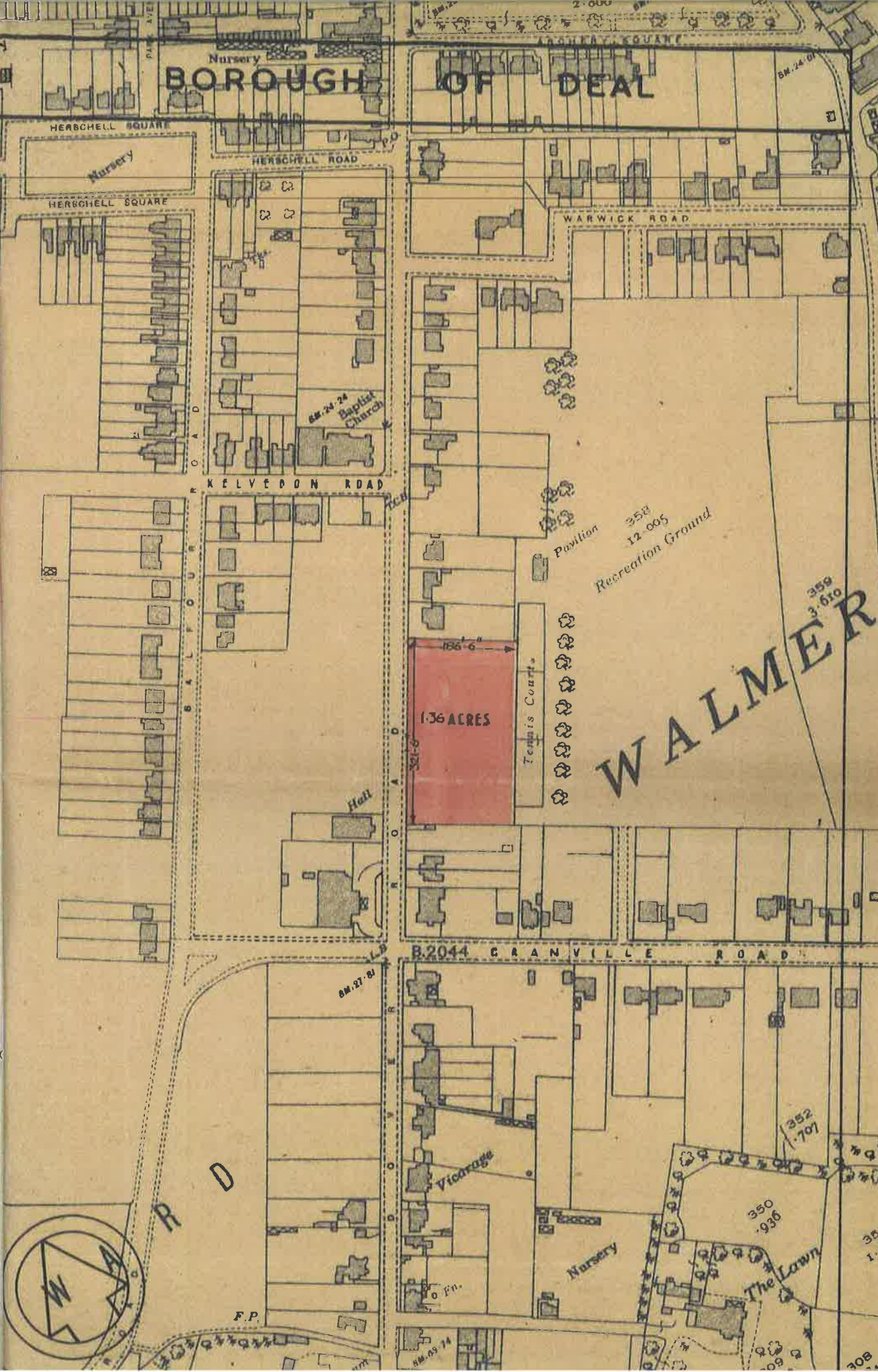
Dated... 16 / 01 / 2020

H. M. LAND REGISTRY		TITLE NUMBER	
		K803695	
ORDNANCE SURVEY MAP REFERENCE:	TR 3750	Scale: 1/2500 Reduced from 1/1250	
ADMINISTRATIVE DISTRICT KENT: DOVER		© Crown Copyright	

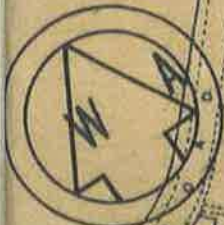


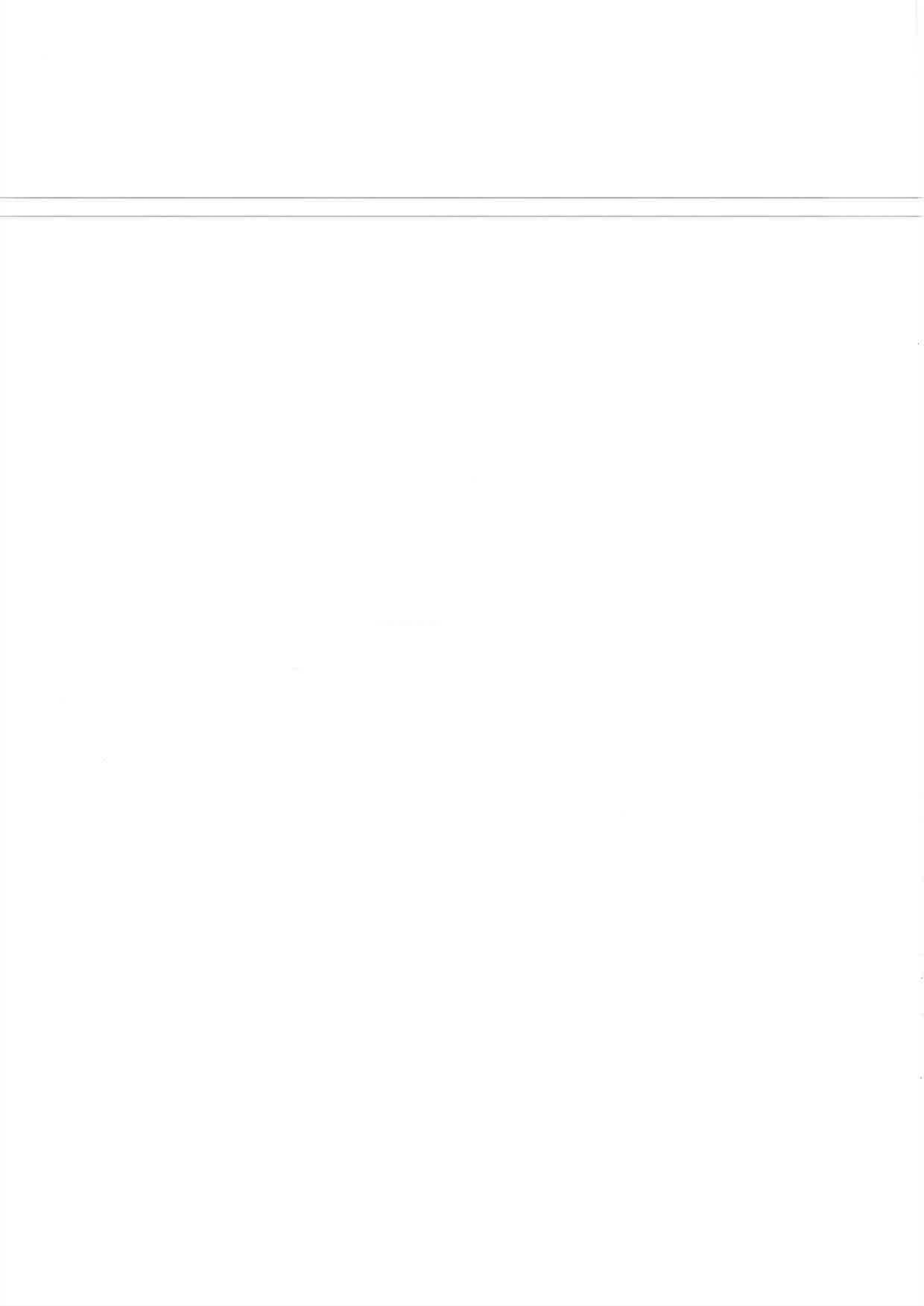


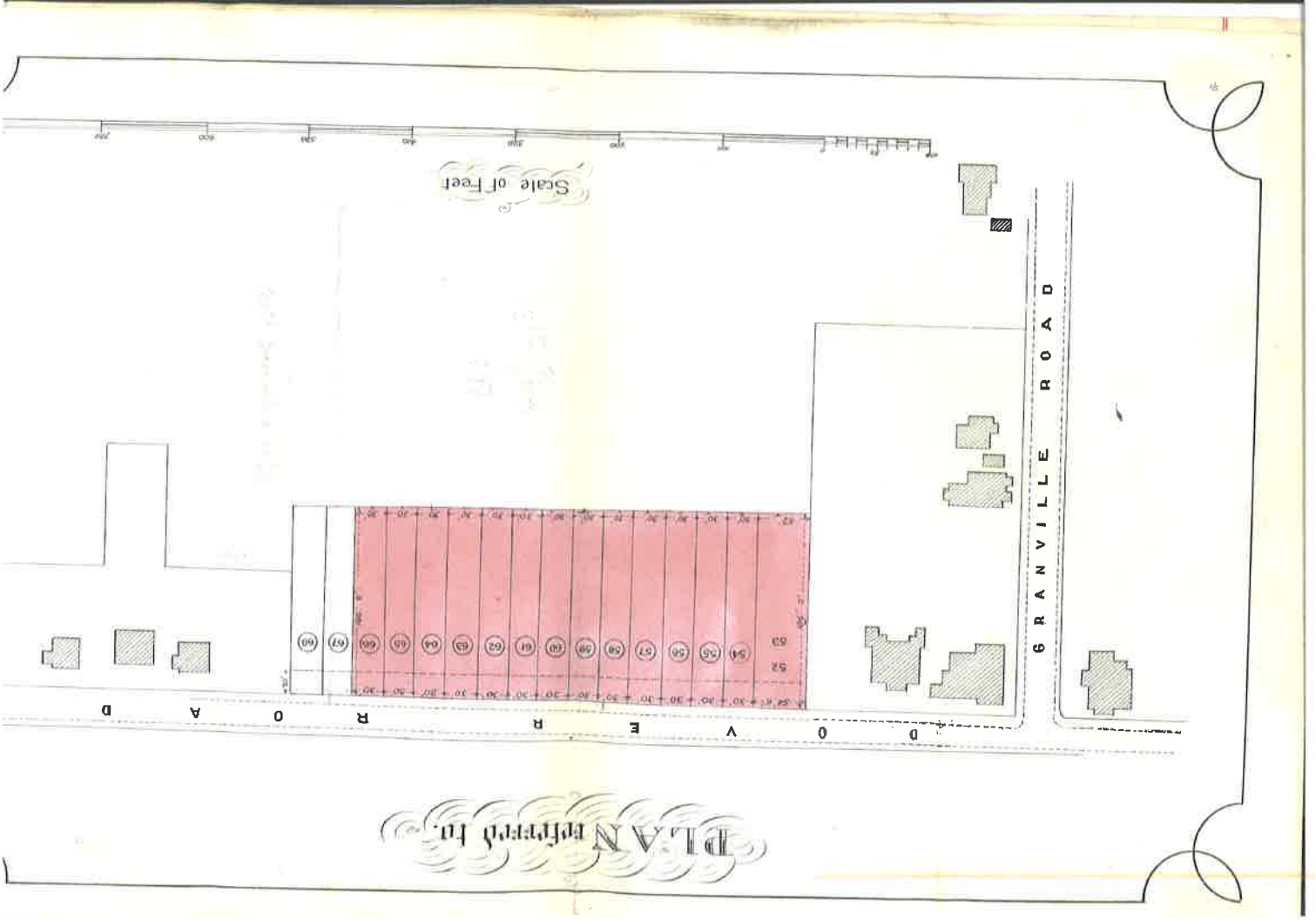
BOROUGH OF DEAL



WALMER







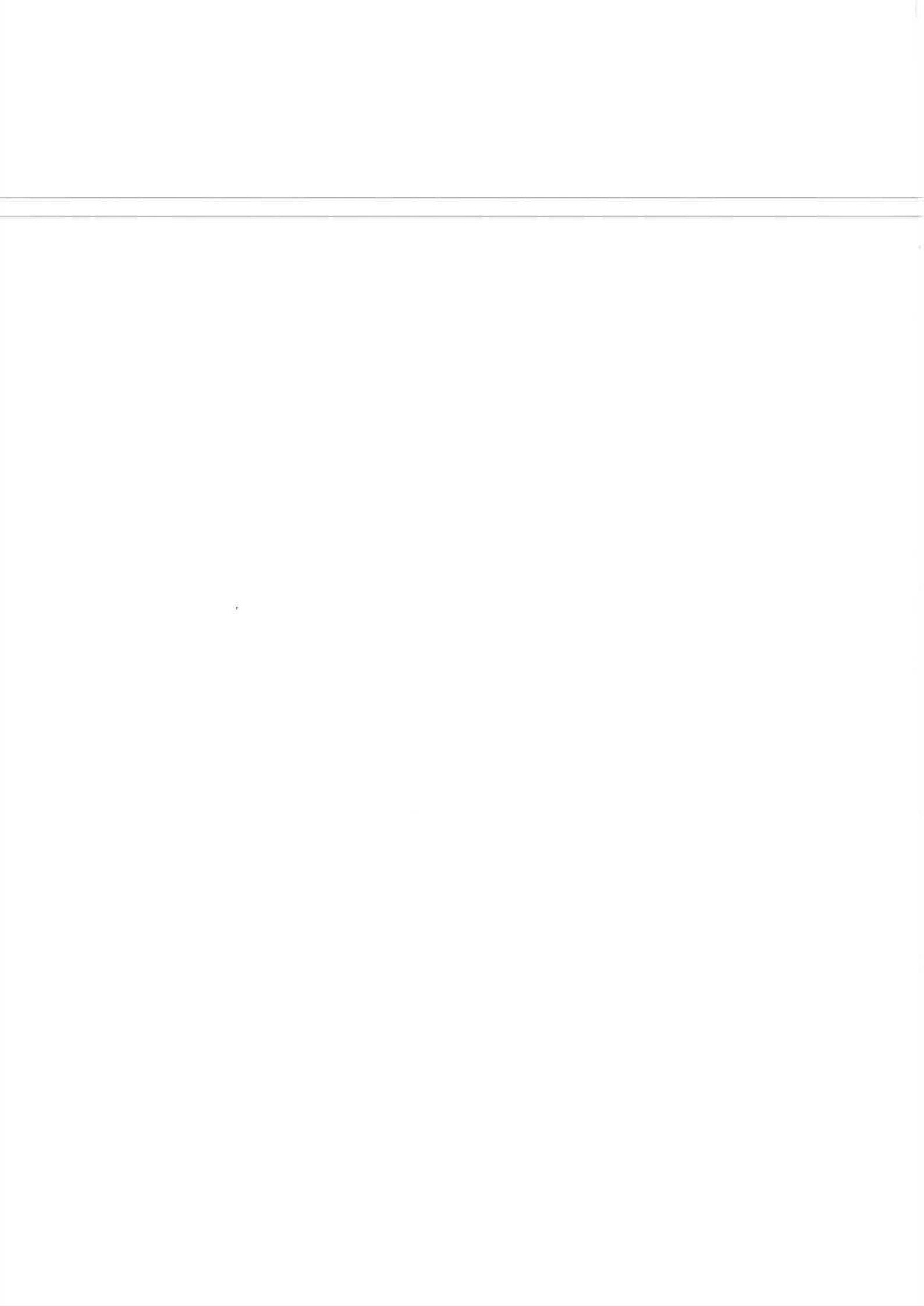
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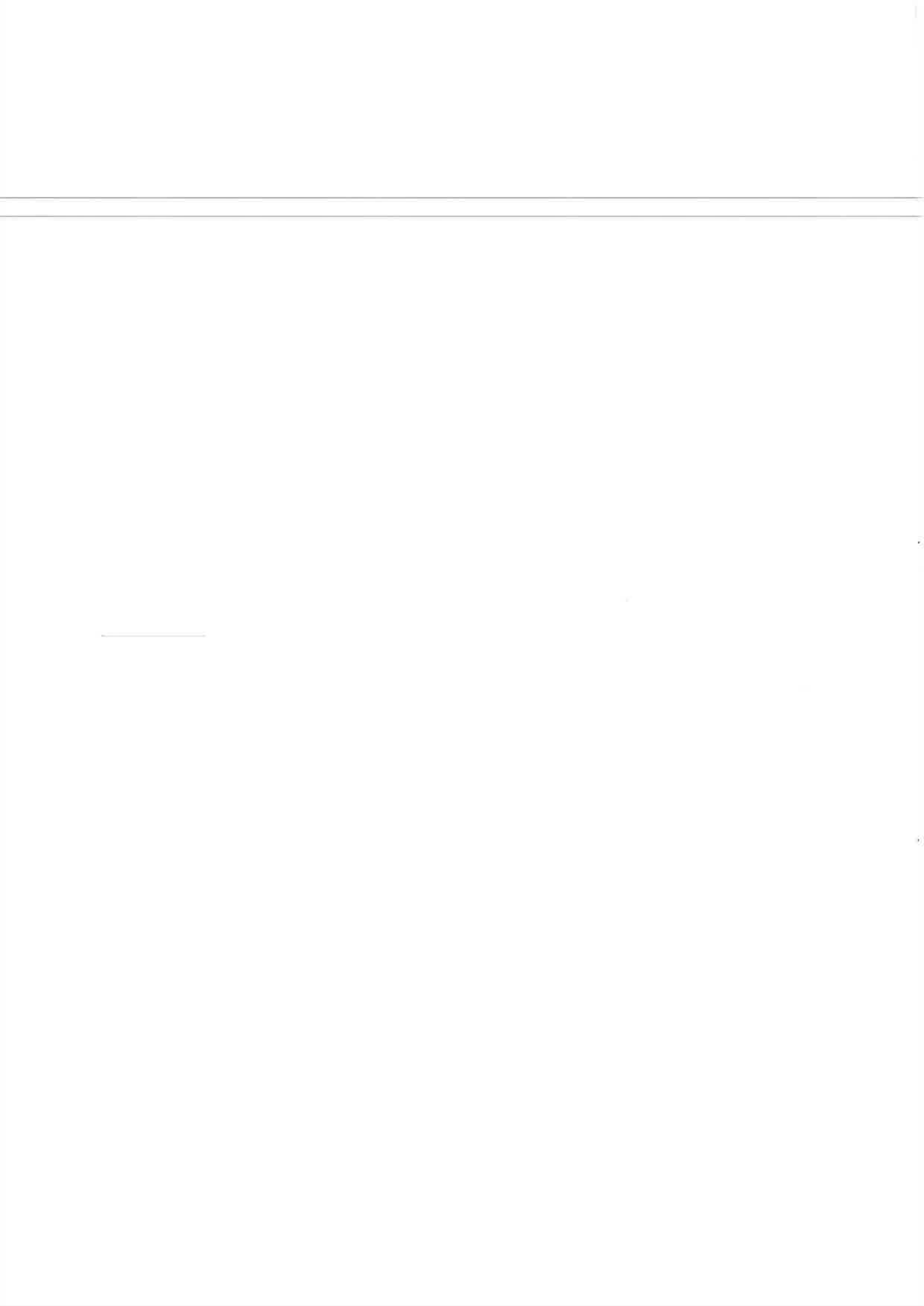
GRANVILLE ROAD

PLAN offered to

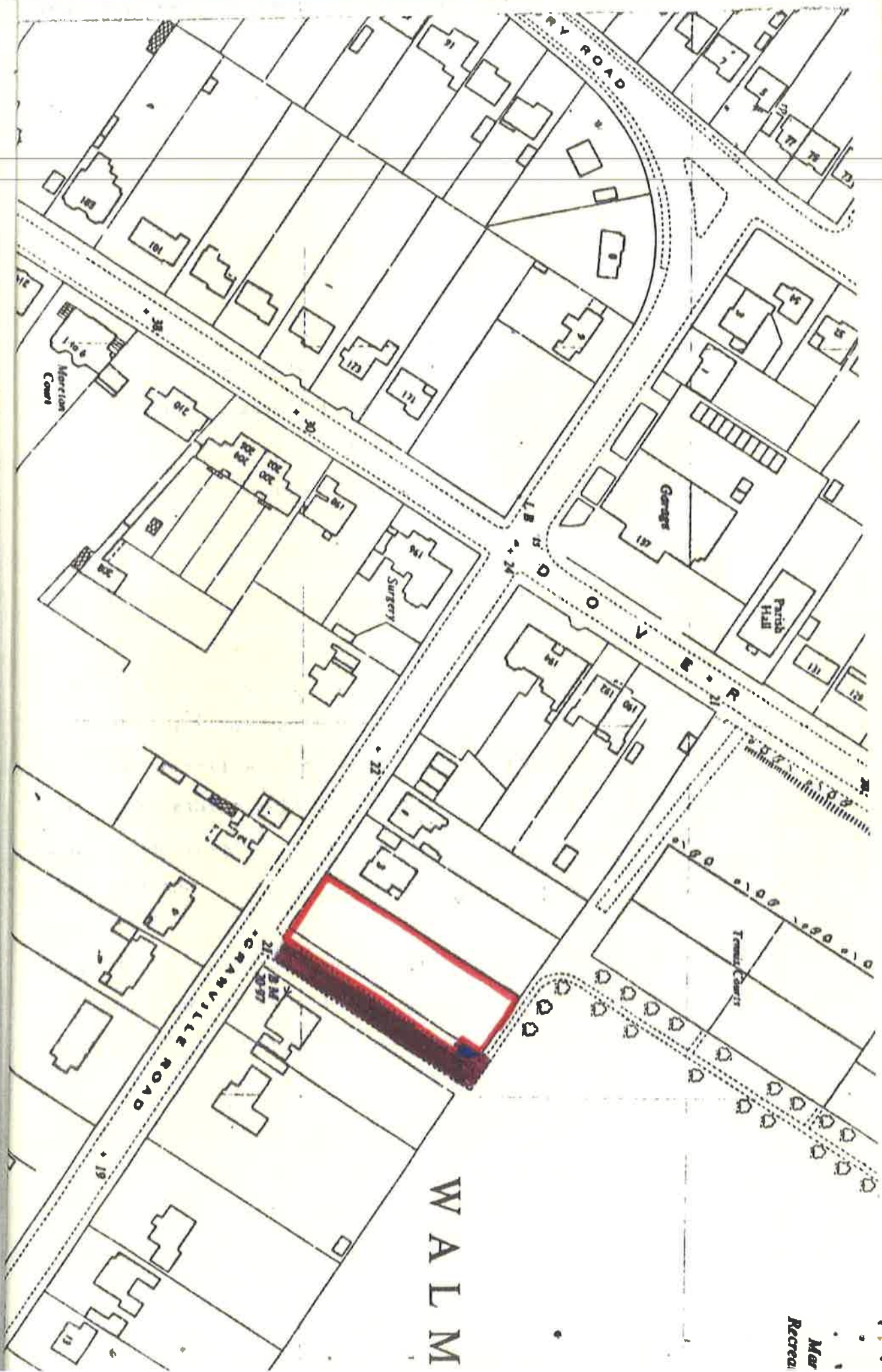
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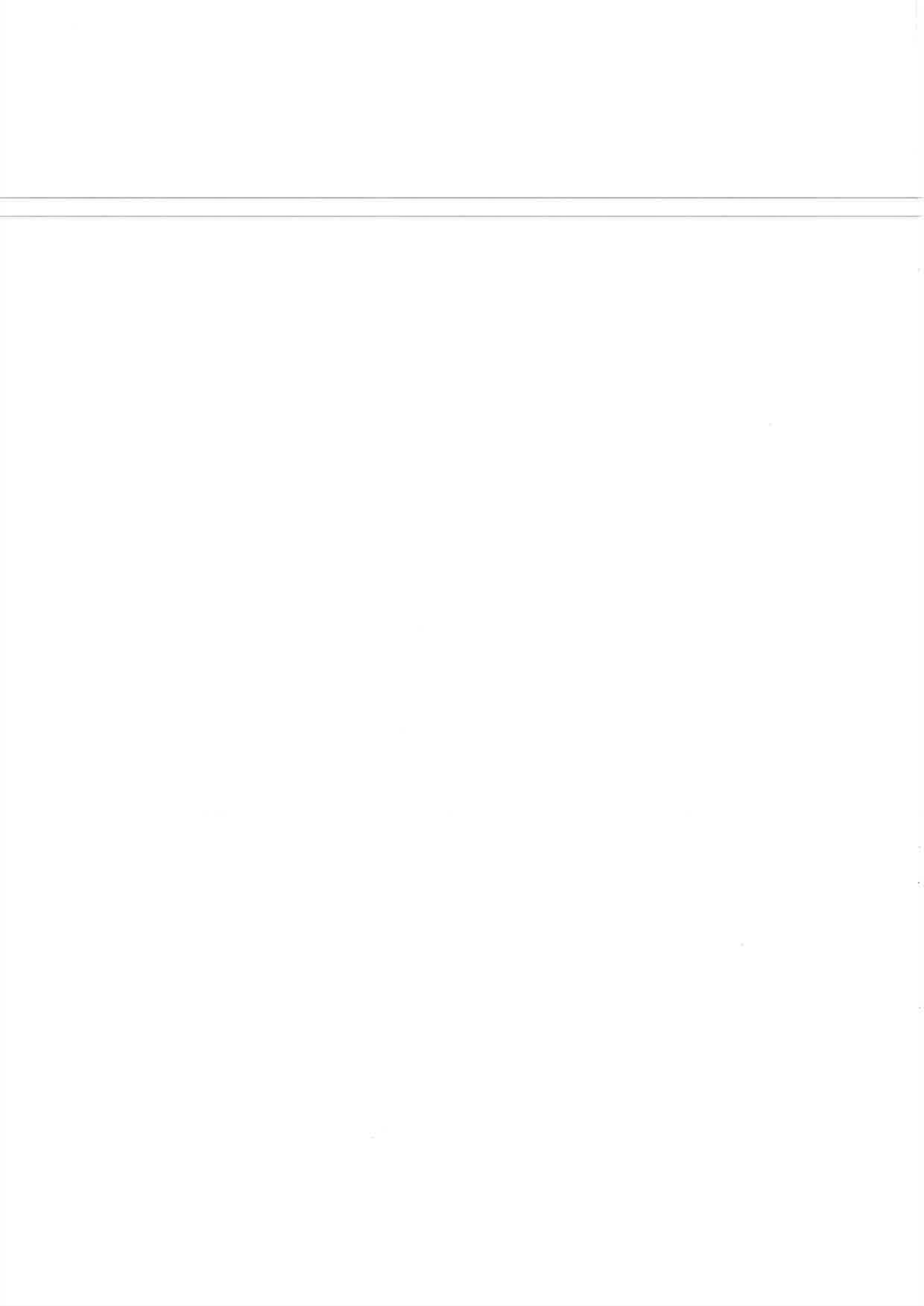
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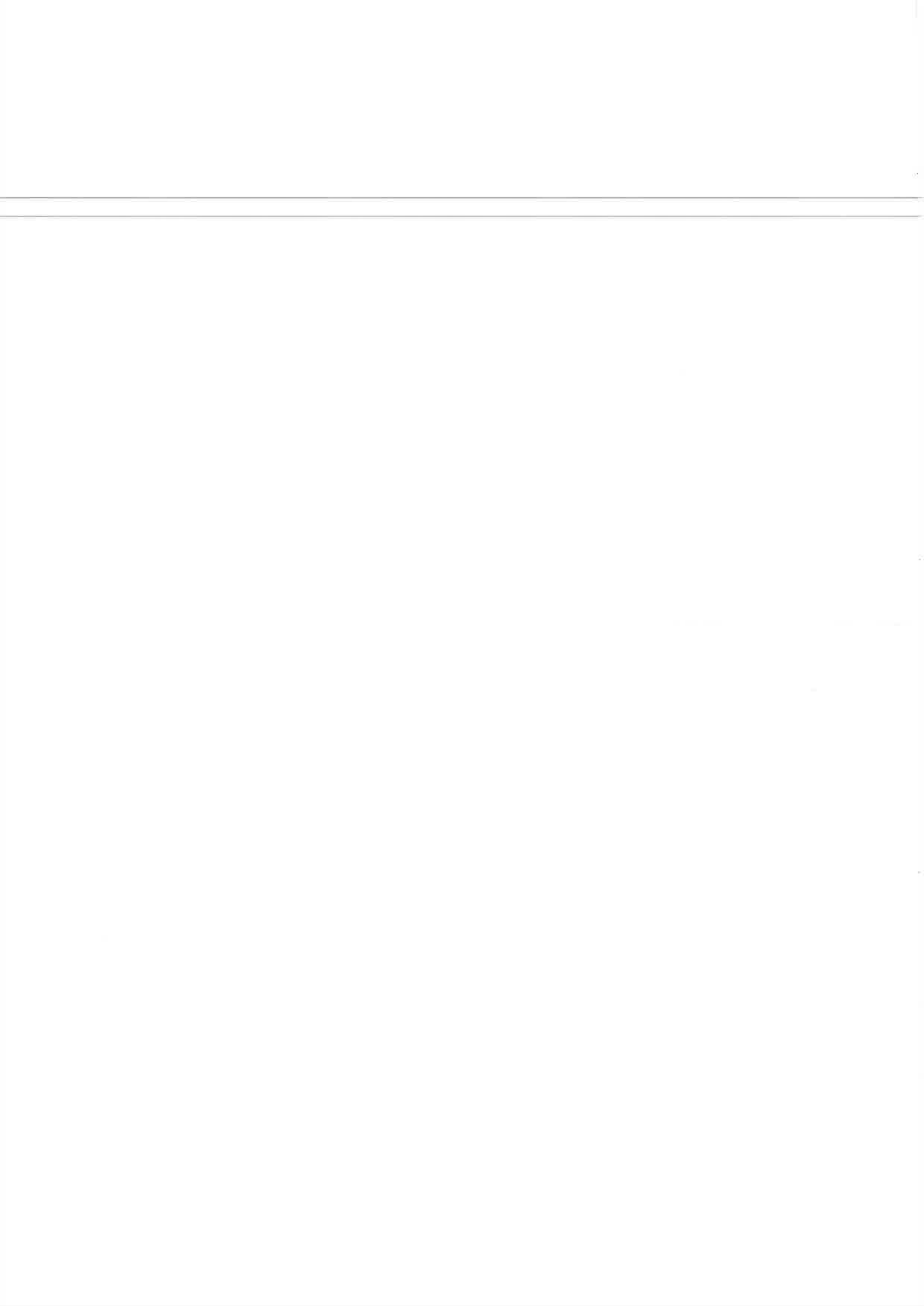


WALM





ANNEX E Entry in the Local Land Charges register



X

MEMORANDUM

From: CHIEF PLANNING & BUILDING CONTROL OFFICER

To: CHIEF ARCHITECT

(Originator) Mr J Peall

Ext. 5065

Subject: TOWN & COUNTRY PLANNING ACTS TOWN
AND COUNTRY PLANNING GENERAL REGULATIONS 1976
(AS AMENDED) REGULATION 4: DEEMED PLANNING
PERMISSION FOR DEVELOPMENT BY THE LOCAL
AUTHORITY

Your ref:

My ref: STD/88/00537

Date: 14 June 1988

I refer to your memorandum dated 19/04/88.

The proposal has now been considered and I have been instructed to inform you that it has been resolved for the purposes of Regulation 4(5) of the Town and Country Planning General Regulations 1976 to carry out the following development:-

Alterations, additions and change of use of pavilion and toilets to a private sports and social club

The Marke Wood Recreation Grounds, Dover Rd,
Walmer
Deal

NO OBJECTION is RAISED subject to:-

i) The development to which this permission relates must be begun not later than the expiration of five years beginning with the date on which this permission is granted.

Reason: In pursuance of Section 41 of the Town and Country Planning Act 1971.

ii) The vehicular turning space shown on the approved plan shall be available for use before the commencement of the use, and shall be maintained to the satisfaction of the District Planning Authority.

Reason: So that all vehicles using the site may leave it in forward gear in the interests of road safety and convenience.

iii) Any area shown on the approved plan as vehicle parking space shall be used for or be available in association with the development hereby approved for the parking of vehicles at all times when the premises are in use; such land and vehicular access thereto shall be available for use prior to the commencement of the use hereby permitted.

Reason: The development, without the provision of parking space, is likely to lead to inconvenience and danger to other road users and to be detrimental to amenity by virtue of vehicles parking on the public highway.

iv) Noise emitted from the site shall not exceed 46dBA Leq measured over any 15 minute period at the site boundary.

Reason: In the interests of the amenities of the occupiers of neighbouring properties.

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v) The premises shall not be used for the purposes hereby approved outside the hours of 07.00 hours to 23.30 hours on weekdays and 07.00 hours to 23.00 hours on Sundays.
Reason: To safeguard the amenities of the area.

CHIEF PLANNING & BUILDING CONTROL OFFICER