



# Stanway

## Parish Council

### DROUGHT GARDEN (5) – FINAL RESPONSE

Following the second letter sent to JLG Investments Ltd the email, as shown below, has been received. Molly Frankham has advised that unless any further evidence is produced it is not sensible to incur further costs in pursuing transfer of the land. She does not consider that there is any further action Stanway Parish Council can take.

**From:** Chris Worthington <Chris.Worthington@knightsplc.com>  
**Sent:** 24 February 2021 13:31  
**To:** Molly Frankham <Molly.Frankham@ellisonssolicitors.com>  
**Subject:** RE: Rear Land - Villa Road, Stanway

Dear Molly (if I may)

I act for JLG Investments Limited and Colin Godfrey has forwarded your email below to me.

My client appreciates your client's constructive engagement on this. However, my client has no interest in transferring its freehold ownership in its land (or any part of it) to your client at this time.

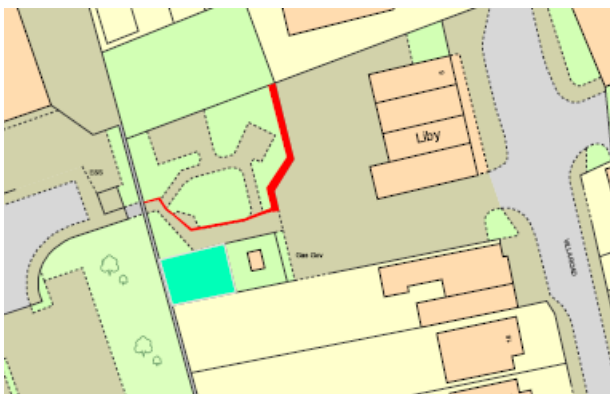
I understand your client has cleared the land of its furniture and equipment, for which my client is grateful. On 1 March my client will enclose the area with hoarding to prevent any further anti-social behaviour.

This correspondence is intended to set out my client's open position and therefore there is no need for it to be marked "without prejudice".

Kind regards.  
Chris Worthington  
Partner  
Knights plc

#### **Please note that the work enclosing the site has begun.**

The email above refers to the removal of furniture and equipment. Two benches and two bins remain at the site. The bins have been removed prior to enclosure. There are problems with one bench as it so firmly fixed, but all attempts are being made to reclaim it from behind the hoardings. The small section of land behind the bench has not be enclosed, as shown in the diagram below, received from JLG Investments Ltd, but please note that SPC will still not own that area and any costs incurred in respect of it are unlikely to be recoverable.





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It is important to note that SPC still has responsibility for maintenance of the footpath which runs through the centre of the area of land in question. I enclose a copy of the key section of the Deed of Dedication for your reference (see below).



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THIS PUBLIC PATH AGREEMENT is made the 21<sup>st</sup> day of December One thousand nine hundred and ninety BETWEEN (1) THE PARISH COUNCIL FOR THE PARISH OF STANWAY in the County of Essex ("the Council") and (2) J.L.G. INVESTMENTS LIMITED whose registered office is at 63/65 Piccadilly London W 1V OEA ("the Owner")

### W H E R E A S

#### 1. Title of Owner

The Owner is registered as proprietor with an absolute freehold title under title number EX 10316 of the land situate in the Parish of Stanway in the District of Colchester in the County of Essex known as land on the west side of Villa Road Stanway

#### 2. Right of Way

It is intended to dedicate a public right of way across part of the land and such right of way is shown on the annexed plan by dotted lines ("the Roadway")

#### 3. Needs of Agriculture and Forestry

The Council has consulted all local authorities in whose area the land is situate and has had due regard to the needs agriculture and forestry

NOW IT IS AGREED as follows:-

#### 1. Dedication

In consideration of the Agreements on the part of the Council contained below the Owner dedicates a public right of way or passage on foot for all persons from time to time and at all times across the Roadway



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### 2. Proof of Title

The Owner shall if called upon by the Council but at the sole expense of the Council prove its title to the Roadway as beneficial owner in fee simple

### 3. Lighting

The Owner shall permit the Council at its own expense to erect lighting over and along the Roadway provided that

3.1 such lighting shall be installed in such positions as shall first be approved in writing by the Owner

3.2 the lighting shall not obstruct or interfere in any way with the use of the Roadway by the Owner or any other person granted rights of way over the Roadway by the Owner with or without motor vehicles or otherwise

3.3 any damage done to the Roadway as a result of the erection of lighting shall be made good by and at the expense of the Council to the satisfaction of the Owner

### 4. Repair

4.1 the Owner shall keep the Roadway in good repair and condition and keep it cleansed and clear and unobstructed at all times

4.2 the Council shall pay to the Owner on demand a sum equal to a fair and reasonable proportion of all payments costs and expenses incurred by or on behalf of the Owner in maintaining the Roadway in accordance with clause 4.1 any difference between the parties as to

such amount to be determined by a single arbitrator

### 5. Entrances

No gate or other form of entrance shall be made along the Roadway