

16/10/09 - Tel to Mr A.S. Jones
(01492) 533834.

(ARTHUR)

NIGEL
CRABTREE
told him

2.18 Actually signed £60,000
Valued £70,000
Halifax £75,000

£750

£270

~~£750~~

£1000

"Eastlands"

1. withdraw offer
2. We exchange
3. M to file.

confidentiality clause

Arthur

aushin.jones@btinternet

eastendcycles@~~btinternet~~ btconnect.com.

Discussion with BEE

see if we can work with Mr. Jones.

Need confidentiality.

OK with enoi (approved)

Gareth Peters

From: Gareth Peters
Sent: 16 October 2009 16:10
To: 'Susan Revill'
Subject: 10 Douglas Road, Colwyn Bay

Dear Mr Jones

Re: 10 Douglas Road, Colwyn Bay

Thank you for your valued input and help in us trying to secure the above property.

As discussed if Conwy County Borough Council were to secure the property then your Consultant Fee of £1,000 will be paid to you.

As you will appreciate the above offer is of a commercial sensitivity and is subject to the following conditions:

- that no offer is made by you, or your family, for the property and that any previous offer is withdrawn
- that Conwy County Borough Council exchange contracts with the Vendor of the property
- that neither you or your family release any detail of our discussions between us or the sums being offered by any party to any third party

Again thank you for your attention to this matter to date and I look forward to your acceptance of these terms.

Yours sincerely

Gareth Peters DipSurv MRICS
Pen Reolwr Eiddo / Principal Property Manager Gwasanathau Peirianeg a Dylunio /
Engineering and Design Services Cyngor Bwrdeistref Sirol CONWY County Borough Council
E-Bost / E-mail: gareth.peters@conwy.gov.uk
01492 574218

Tel to N. Carbone

Mr Jones offered more.

I put in £77,500.

He'll come back

Gareth Peters

From: Gareth Peters
Sent: 19 October 2009 13:12
To: 'Susan Revill'
Subject: RE: 10 douglas road.

Dear Mr Jones

Thank you for your email.

Naturally I am disappointed that you were not able to agree the terms of my offer.

In the circumstances the offer is withdrawn.

Yours sincerely

Gareth Peters DipSurv MRICS
Pen Reolwr Eiddo / Principal Property Manager Gwasanathau Peirianeg a Dylunio /
Engineering and Design Services Cyngor Bwrdeistref Sirol CONWY County Borough Council
Ffôn / E-mail: gareth.peters@conwy.gov.uk
01492 574218

-----Original Message-----

From: Susan Revill [mailto:~~XXXXXXXXXXXXXXXXXXXX@XXXXXX.com~~]
Sent: 19 October 2009 10:22
To: Gareth Peters
Subject: 10 douglas road.

Dear Mr Peters

I have spoken to my solicitor and I cannot agree to the conditions you've set out. My solicitor is holding on to the contracts for the time being and myself and my son wish to arrange a meeting with yourself and all relevant parties asap.

Yours sincerely
Arthur Jones

Gareth Peters

From: Susan Revill [mailto:susan.revill@btinternet.com]
Sent: 20 October 2009 15:07
To: Gareth Peters
Subject: 10 Douglas Road

Dear Mr Peters

If you had been completely honest with me you could of had the property for £65,000.00, £60,000. for the property and £5,000. for my consultation fee. You are now in excess of the valuation and we haven't finished yet. As it is the cost to both of us is rising.

No consultation fee will be accepted after completion as the trust has gone, any fee would have to be deposited with my solicitor before I withdraw my interest.

Yours sincerely
Arthur Jones

Gareth Peters

From: Gareth Peters
Sent: 20 October 2009 15:47
To: 'Susan Revill'
Subject: RE: 10 Douglas Road

Dear Mr Jones

I have been fully open and prepared to discuss the matter with you.

Regrettably we established that rather than discussing the matter further you in fact increased your offer over our offer and emailed me stating that my offer and conditions was not acceptable. I was left with no option other than to try and acquire the property through the normal channels.

You stated that we could have acquired the property for £65,000. But before that was ever discussed you upped your bid over ours.

I was more than willing to enter into a legal binding contract that your fee would be paid once CCBC exchanged contracts. I felt it was in both our interests to work together and that is why I was more than willing to discuss the arrangement.

Gareth Peters DipSurv MRICS
Pen Reolwr Eiddo / Principal Property Manager Gwasanathau Peirianeg a Dylunio /
Engineering and Design Services Cyngor Bwrdeistref Sirol CONWY County Borough Council
E-Bost / E-mail: gareth.peters@conwy.gov.uk
01492 574218

-----Original Message-----

From: Susan Revill [mailto: [REDACTED]]
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No consultation fee will be accepted after completion as the trust has gone, any fee would have to be deposited with my solicitor before I withdraw my interest.

Yours sincerely
Arthur Jones

Gareth Peters

From: Gareth Peters
Sent: 21 October 2009 09:14
To: 'Susan Revill'
Subject: RE: 10 Douglas Road

Dear Mr Jones

The £70,000 offer was our offer on the table when we spoke on the phone and when I emailed you last week.

Our increased offer was made after you countered ours.

Yours sincerely
Gareth Peters DipSurv MRICS
Pen Reolwr Eiddo / Principal Property Manager Gwasanathau Peirianeg a Dylunio /
Engineering and Design Services Cyngor Bwrdeistref Sirol CONWY County Borough Council
E-Bost / E-mail: gareth.peters@conwy.gov.uk
01492 574218

-----Original Message-----

From: Susan Revill [mailto: [REDACTED]]
Sent: 20 October 2009 16:26
To: Gareth Peters
Subject: 10 Douglas Road

Dear Mr Peters

I didn't increase my offer of £60,000. until I was informed by Mr Crabtree that you had offered £70,000. and I then counter offered .
If Mr Crabtree has told you that I have offered anything more before you offered the £70,000. then it is a lie. He has also told me that you have put an offer in of more than £75,000.

Yours sincerely
Arthur Jones

T. Property Services

1. The day to day management of the Council's Farms
2. To consider and decide upon terms for sales or acquisition of land and/or buildings which the Council has agreed or is required to sell or buy on which it is necessary to sell or buy to implement proposals approved by Council, such disposals to include "options" and building Agreements.
3. To negotiate and agree terms to take or grant a lease of property which the Council has agreed shall be leased by or to them, and to negotiate and agree subsequent rent reviews, together with attendant landlord and tenant issues.
4. To agree payment of compensation necessitated by a proposal approved by Council, which will include all statutory claims emanating from Compulsory Purchase Orders, and acquisitions of land by agreement.
5. To agree the assignment and sub-letting of property held on lease from Council.
6. To grant ground landlord's consent for alteration to property held on lease from the Council, subject to the agreement of the appropriate Heads of Services.
7. To grant wayleaves, easements and leases etc to statutory undertakers for operational purposes of the undertakings.
8. To let property acquired by the Council in advance of requirement.
9. To grant and renew grazing licences and short term tenancies or licences for use of land or buildings for temporary periods.
10. To settle valuations of property upon appropriation from one function to another.
11. Powers to deal with minor property transactions not covered by the foregoing, up to a capital value of £5000 or a lease term of up to seven years (25 years for the purposes of obtaining grant funding).
12. The power to incur expense to protect persons and property at risk subject to seeking retrospective approval.
13. To accept offers for disposal of land up to £5000 provided the highest offer is accepted.
14. To produce and maintain the Council's asset register for lands and buildings.

15. In respect of proposed changes of use of shops, industrial and warehouse premises, after consultation with local members for the area in which the premises are situated and the relevant Executive Member, to grant ground landlord consent in respect of property held on lease from the Council (except dwellings held under the Housing Revenue Account) for:
 - (i) Alterations to property
 - (ii) Change of use. This delegation shall not be exercised where planning permission is required and has not first been obtained.
16. To undertake professional valuation and estate management duties as agent for, or in pursuance of any agreement for services with, any public body or organisation for whom the Authority is authorised to carry out such services provided that all costs and expenses are met by the recipient of such services.
17. After consultation with the Head of Legal Services, to do all such things that are necessary to secure the removal of unauthorised occupiers of land and premises (excluding dwellings under the Housing Revenue Account) or to take such other appropriate action to protect the Council's interests.
18. To authorise action for the repossession of commercial properties if rental is 21 days or more in arrears after consultation with the Head of Legal Services.
19. To grant consent to the inclusion of clauses permitting assignment of building agreements.
20. In relation to the disposal of public open space by way of a lease to statutory undertakers for operational purposes or for the purpose of granting wayleaves or easements, to authorise the Head of Legal Services to advertise pursuant to the statutory requirements and to authorise such disposals after consultation with the Director of Corporate Finance and Resources.
21. To determine, following property condition surveys, and after consultation with the relevant Executive Member, priorities for urgently needed building work within the resources allocated from building maintenance funds.
22. To carry out handover surveys on all acquired buildings, new buildings, extensions and adaptations and to report the maintenance and budgetary implications to the Executive.
23. Authority to institute a regular programme of inspection and testing of all electrical installations, heating plant and building equipment either owned by the Council, or leased or hired to the Council, and to

maintain appropriate records as required by the Electricity at Work Regulations.

24. Authority to inspect and test all portable equipment and appliances on behalf of user departments, if so requested, on a rechargeable basis, it being noted that the inspection and testing of such equipment was the responsibility of the department concerned.
25. Authority, after consultation with the relevant Head of Service to vary the programme of asset maintenance, to reflect any change in service requirements or priority for repair and maintenance backlog.
26. Authority to raise invoices for rent due and to authorise payments of rent to the Council for all Council properties and interests (including housing) where monies are payable to, or receivable by, the Council.
27. Authority to dispose of surplus properties in the most advantageous ways on terms to be agreed.
28. Approve minor works of adaptation or improvement to buildings, land and facilities up to £2,500, subject to the costs being met from the existing revenue budget of the appropriate Head of Service and after consultation with budget holders.
29. Authority to manage the portfolio of council-owned shops, kiosks, concessions and cafes (not managed by another service) namely:
 - (i) all budgets
 - (ii) day to day estate management
 - (iii) to negotiate and agree terms to grant leases, and subsequent rent reviews (with attendant landlord and tenant issues), up to an annual rental value which is considered to be the market level for that particular type of property;
 - (iv) where appropriate, to agree the assignment and sub-letting of shops;
 - (v) to grant consent for alterations (subject to any required planning approval first being sought);
 - (vi) to agree changes of use of shops, after consultation with ward members for the area in which the premises are situated (subject to any required planning approval first being sought);
 - (vii) all rental collection and payment;
 - (viii) to authorise action for forfeiture, if the tenant is in breach of agreed lease terms, in consultation with the Head of Legal Services.
30. To exercise all functions in connection with the Council's surplus land and premises prior to disposal.
31. To grant in accordance with policy and practice, including planning considerations, and upon such terms as may be deemed appropriate,

the use of land for public/community events in consultation with the relevant Heads of Service(s)

32. To approve, subject to any necessary planning consents, applications to vary restrictive covenants benefiting the Council, subject to appropriate consideration being made and that such variation not being detrimental to the Council's interests.
33. To be the 'appointing officer' under section 20 of the Party Walls Act 1996.