



BRADDAN PARISH
COMMISSIONERS

Petitions Officer
Local Government Unit
Strategy, Policy and Performance Division
Department of Infrastructure
Sea Terminal Building
Douglas, IM1 2RF

19th June 2024

Dear Sir

Re: Purchase of land on Ballaoates Road for the purposes of the construction of an access road to The Roundhouse and the mutual exchange between Braddan Commissioners and DHSC of certain pieces of land at Strang Corner Field

I am instructed by Braddan Parish Commissioners who request the consent of the Department of Infrastructure, under section 25 of the Local Government Act 1985 to purchase a piece of land of Ballaoates Road Strang for a sum of £250 and to exchange certain pieces of land at Strang Corner Field to confirm land ownership issues.

A report is attached.

A copy of the advert displayed in the local newspaper, the Commissioners website and Facebook page, is attached.

Should you require any further information I should be pleased to assist.

Yours faithfully

J C Whiteway *MBA*
Clerk

colin.whiteway@braddan.im

Report on purchase of land

The Commissioners require an area of land of Ballaoates Road owned by the DHSC that would create a new link road to the new facility The Roundhouse. The construction of the new road way will ensure that visitors to the facility will avoid the roads that form part of the hospital estate.

A design of the new access road has been completed and planning permission has been granted for the road.

The Commissioners have funds to construct the road.

The draft agreement to purchase the land for the new access is attached.

Report on exchange of land

In 2005 the Commissioners purchased Strang Corner Field from DHSC and the report accompanying the Petition submit on 27th July 2004 is shown below:

REPORT

The Commissioners were approached by the Department of Health and Social Security in 2001, with reference to an identified need that had been defined by the Department, as it related to the provision by the Department of housing to meet the needs of employees that would be employed within the new Hospital, which is now known as Nobles Hospital.

The DHSS identified that the most suitable parcel of land for the provision of such housing, was the land on which Union Mills Football Club had leased from the Department and on which there are existing football pitches and pavilion had been constructed.

Discussions took place with the DHSS and representatives of Union Mills Football Club, which resulted in what is referred to, as a Heads of Agreement being entered into by the parties, however such Heads of Agreement were not binding on the parties.

The Heads of Agreement provided for the Commissioners to purchase two parcels of land from the DHSS, and also to lease on a long term basis, a further parcel of land.

This Petition relates only to the purchase of one parcel of land, this being what was is at present an agricultural field, and is referred to as the Strang Corner Field, in that it is the field located North of the Braddan Road, abuts the roundabout junction within the Strang Village, and abuts the Ballafletcher Road to the West.

The area of land extends to some 5.9 acres, the purchase cost being £14,750.00, which equates to a purchase cost per acre of £2,500.00.

The above valuation was obtained by the Department of Health and Social Security, from the Government Valuer Mr Ray Ennett.

The Commissioners have identified that this area of land would be an ideal location to providing what is referred to as 'Village and Community Facilities', in particular due to the central location of the land as it relates to the Strang Village.

The draft Braddan Plan provides for this land to be zoned for village and community facilities.

The Commissioners intention is that once the purchase of the land has been obtained, then they will appoint an appropriate competent Design Team to carry out a Feasibility Study in order to not only to ascertain the provisions required, but also define in consultation with the Commissioners the clients brief for the future development of the site.

In 2008 whilst the Commissioners were considering plans for the use of Strang Corner Field , they were approached by DHSC who wished to purchase back part of the land for the purposes of constructing a new GP Practice which is now known as Palatine Health Centre.

The Commissioners were happy to oblige and land was sold back for the sum of £2600 (which is agricultural land values) in accordance with the covenants set in the Deed of Sale of Strang Corner Field in 2005.

Documents show that the Commissioners had agreed to sell the land on the understanding that access to the Corner Field was committed to a legally binding document and that matter was in the hands of the Director of Estates and the Attorney Generals Chambers.

The document did not materialise.

In 2016 the DHSC came back to the Commissioners seeking a further piece of land to add an extension to the Palatine Health Centre.

In accordance with the covenant, the land in question would have been valued at only a few hundred pounds. However the Commissioners had started making plans for their new development and a land swop for an area that would extend the size of the playing area at the Corner Field was a more attract proposition.

The land exchange (at no cost to either party) was agreed, and the DHSC agreed to have the Attorney Generals Chambers draw up the documents so that the Treasury could agree the arrangements in accordance with Capital Procedures, and the Commissioners could Petition the Department of Infrastructure for the transfer of the land.

The transfer of land was again to be tied up with the Commissioners being granted legal access to the Strang Corner Field and records show that it had been passed to the Attorney Generals Chambers.

Despite numerous attempts by the Commissioners since that date the legal documents have not been produced and the last correspondence in 2022 advised that the AGC were simply waiting for Deed Plans.

The matter of land transfer was raised again as part of the discussions surrounding the access to The Roundhouse that have been ongoing since January 2023.

In an attempt to resolve the matter quickly the Commissioners contracted a company to produce the Boundary Maps the AGC had been requesting.

In addition to the lands that the DHSC and the Commissioners had agreed to exchange, it was found that the plans for the land for the original construction of Palatine had been incorrectly plotted leaving the access to Palatine and its staff car park still in the ownership of the Commissioners.

However the plans also showed that the Commissioners had constructed part of their new car park on land that still belonged to DHSC (part of the Tall Trees development).

The anomalies of land ownership have been identified and the legal documents rectifying the situation are attached.



BRADDAN PARISH
COMMISSIONERS

**Braddan Parish Commissioners
LOCAL GOVERNMENT ACT 1985**

The Braddan Parish Commissioners have submitted a Petition seeking the approval of the Department of Infrastructure:-

Under Section 25 of the Local Government Act 1985 to:-

- (i) Purchase a piece of land from DHSC for the purposes of constructing an access road to The Roundhouse for the sum of £250.
- (ii) Exchange between DHSC and Braddan Commissioners certain pieces of land at Strang Corner Field

Further details of the Petition may be obtained from the Braddan Parish

Commissioners Office, The Roundhouse, Strang Corner Field, Ballaoates Road, Strang, Braddan IM4 4RE or from the Commissioners' website; <https://braddan.im>

The Petition will be considered by the Department of Infrastructure and any views on the proposal should be submitted to the Petitions' Officer, Local Government Unit, Central Support and Change Division, Department of Infrastructure, Sea Terminal Building, Douglas, IM1 2RF, no later than noon on Friday 5 July 2024.

Dated this 19th June 2024

J C Whiteway MBA

4. The Vendor shall forthwith deliver to the Purchaser an Abstract of Title to the Scheduled Property

5. The Purchaser shall within 10 days after delivery of the Abstract send to the Advocates of the Vendor a statement in writing of all the objections and requisitions (if any) to or on the title or evidence of title or the Abstract or this Agreement and subject thereto the title shall be deemed accepted and all objections and requisitions not included in any statement sent within the time aforesaid shall be deemed waived and an abstract though in fact imperfect shall be deemed perfect except for the purpose of any further objections or requisitions which could not be taken or made on the information therein contained and an answer to any objection or requisition shall be replied to in writing within 7 days after the delivery thereof and if not so replied to shall be considered satisfactory and time shall be deemed in all respects as of the essence of this clause. Should the Purchaser make any objection or requisition which the Vendor shall be unable or on the ground of expense delay or some other reasonable ground be unwilling to remove or comply with or if any question shall arise as to the conveyance then the Vendor may notwithstanding any attempt to remove or comply with the same or any intermediate negotiation or litigation by notice in writing to the Purchaser or the Advocate for the Purchaser rescind this Agreement and shall within ten days after such notice repay to the Purchaser the deposit money without interest costs or compensation and the Purchaser shall accept the same in full satisfaction of all claims under this Agreement or otherwise howsoever and the Purchaser shall thereupon return to the Vendor the Abstract and all papers belonging to the Vendor in the Purchaser's possession in connection with the sale Provided that if the Purchaser within seven days after receiving such a notice to rescind withdraws the objection or requisition or question the notice to rescind shall be of no effect

6. The Scheduled Property shall be at the risk of the Purchaser with regard to fire and in all other respects from the date hereof

7. If the Purchaser shall neglect or fail to perform this Agreement on the part of the Purchaser the deposit money shall be forfeited to the Vendor and the Vendor may with or without notice resell the Scheduled Property without previously tendering a conveyance to the defaulting Purchaser and any resale may be made by auction or private contract at such time subject to such conditions and in such manner generally as the Vendor thinks proper and if thereby the Vendor shall incur a loss by reason of diminution in price or of expenses incurred or both the Purchaser under this Agreement shall pay to the Vendor the amount of such loss as liquidated damages received credit for the deposit but any surplus on such second sale shall be retained by the Vendor and on any resale by auction the premises may be brought in and all expenses consequent on an unsuccessful attempt to resell shall be forthwith paid to the Vendor by the Purchaser under this Agreement This provision shall not lessen or affect the right of the Vendor to compel the Purchaser specifically to perform this Agreement and/or to recover damages for the non-performance of the same
8. Vacant possession of the Scheduled Property will be given on completion
9. The Scheduled Property is sold with the benefit of all ways waters watercourses easements liberties rights members privileges and appurtenances thereto belonging or in anywise appertaining
10. The Scheduled Property is sold subject to all rights of way water light and other easements affecting the same
11. The Scheduled Property is sold subject to and with the benefit of all covenants conditions restrictions provisos and agreements affecting the Scheduled Property contained or referred to in any Conveyance or other instrument of title thereof prior in date hereto and duly recorded so far as the same are now validly subsisting and capable of being enforced
12. The Scheduled Property is believed and shall be taken to be correctly described as to quantity and otherwise and any error or misstatement or

omission in the Schedule hereto shall not annul the sale or be a ground for any loss or compensation on either side

13. It is hereby agreed between the parties hereto that the deposit and balance purchase monies shall be paid either by Bankers Draft

IN WITNESS WHEREOF the parties hereto have executed these presents this the day month and year first before written

FIRST SCHEDULE WITHIN REFERRED TO

ALL and SINGULAR a plot or parcel of land part of the Nobles Hospital Estate situate in the Parish of Braddan the same being represented on the plan annexed hereto by the portion thereon delineated and edged red

EXECUTED by the Vendor under the
hand of the Minister for the Department
of Health and Social Care or a
person authorised for the purpose in the
presence of:-

.....

Witness: *print name:*

Full Name: *position:*

Address:

.....

Occupation:

EXECUTED by the Chairman of the
Purchaser in the presence of:-

.....

[•]

Witness:

Full Name:

Address:

.....

Occupation:

DATED

2024

DEPARTMENT OF HEALTH AND SOCIAL CARE

and

BRADDAN PARISH COMMISSIONERS

**AGREEMENT FOR SALE
LAND PART OF NOBLES HOSPITAL ESTATE,
BRADDAN**



**Isle of Man
Government**

Reiltys Ellan Vannin



Attorney General's Chambers
Douglas



Notes

Status:



Public Estates and Housing Division
 Department of Infrastructure,
 Hills Meadow,
 Peel Road,
 Douglas,
 Isle of Man, IM1 6EB



Telephone: (01624) 687300
 Email: ESShelpdesk.dok@gov.im

Isle of Man Government

Client:
 -
 Project:
Palatine Health Centre
 Drawing:
Site Plan

Drawn:	Date:
Checked:	Scale: 1:1500 @ A3
Project No.:	Drw. No. Rev:

THIS DEED made this day of Two Thousand and Twenty Four between **THE DEPARTMENT OF HEALTH AND SOCIAL CARE** a Department of the Isle of Man Government of Belgravia House Circular Road in the Borough of Douglas and Parish of Onchan (hereinafter called the "Vendor" which expression shall include its successors and assigns) of the one part and **BRADDAN PARISH COMMISSIONERS** a local authority for the Parish of Braddan in the Isle of Man of the Commissioners Office Close Corran Union Mills in the Parish of Braddan (hereinafter called the "Purchaser" which expression shall include its successors and assigns) of the other part...

WITNESSETH that the Vendor in consideration of the sum of **TWO HUNDRED AND FIFTY POUNDS (£250.00)** to the Vendor now paid by the Purchaser (the receipt whereof is hereby acknowledged) **DOTH HEREBY** grant bargain and for ever absolutely sell and convey unto the Purchaser **ALL AND SINGULAR** the hereditaments and premises set forth and described in the Schedule hereto (hereinafter referred to as "the Scheduled Property") **TOGETHER** with all ways waters watercourses easements liberties rights members privileges and appurtenances whatsoever belonging or in anywise appertaining or reputed or known as part or parcel thereof or appurtenant thereto **TO HAVE AND TO HOLD** the same unto the Purchaser from the day of the date hereof absolutely and for ever **BUT SUBJECT** nevertheless to and with the benefit of all covenants conditions restrictions provisoes and agreements affecting the Scheduled Property and contained or referred to in any Deed of Conveyance or other instrument of title thereof prior in date hereto and duly recorded so far forth as the same are now validly subsisting and capable of being enforced **AND SUBJECT ALSO** to all easements (if any) legally existing thereover...

AND the Purchaser (with the object and intention of affording to the Vendor a full and sufficient indemnity in respect of the said covenants conditions restrictions provisoes and agreements but not further or otherwise) **DOTH HEREBY** covenant with the Vendor that the Purchaser will at all times hereafter observe perform and be bound by all the said covenants conditions restrictions provisoes and agreements and will indemnify and save harmless the Vendor from and against all liability or responsibility the Vendor may incur by reason of any future breach non-observance or non-performance thereof...

AND the Vendor **DOTH HEREBY** covenant with the Purchaser that the Vendor hath good right full power and lawful authority to grant bargain sell and convey the Scheduled Property in manner aforesaid and that the Vendor shall and will warrant maintain uphold and defend the same unto the Purchaser **FREE FROM ENCUMBRANCES** and from and against the claim challenge and demand of all and every persons and person whomsoever...

IN WITNESS WHEREOF the Vendor has executed these presents the day month and year first before written

SCHEDULE WITHIN REFERRED TO

ALL and SINGULAR a plot or parcel of land part of the Nobles Hospital Estate situate in the Parish of Braddan the same being represented on the plan annexed hereto by the portion thereon delineated and edged red AND being part of the hereditaments and premises the Government Property Trustees became entitled inter alia by a Deed of Conveyance dated the 11th June 1921 from Henry Cowin and Jemima Cowin and which became invested in the Vendor by virtue of the following

1. The Mental Diseases Act 1948 (GPT's to the Mental Hospital Board)
2. The Isle of Man Health Services Board Act 1948 (change of name from the Mental Hospital Board to the Isle of Man Health Services Board)
3. The Health and Social Security Act 1986 (the Isle of Man Health Services Board to the Department of Health and Social Security)
4. The Transfer of Functions (New Departments) (No.2) Order 2010 (the Department of Health and Security to the Department of Health)
5. The Transfer of Functions (Health and Social Care) Order 2014 (the Department of Health to the Department of Health and Social Care)

EXECUTED as a **DEED** by the
by the Minister of the Department of
Health and Social Care or a person
duly authorised by the Minister
in the presence of:-

.....

Print name:

Witness:: *Position:*

Full Name:

Address::

.....:

Occupation::

EXECUTED as a **DEED** by the
Chairman of the Braddan Parish Commissioners
or person authorised by the Chairman
in the presence of:-

.....

Print name:

Witness:: *Position:*

Full Name:

Address:

.....

Occupation:

DRAFT

Dated this day of 2024

BRADDAN

**DEPARTMENT OF HEALTH AND SOCIAL
CARE**

to

BRADDAN PARISH COMMISSIONERS

CONVEYANCE

of

**Land forming part of the Nobles Hospital
Site, Braddan**



Status:



Public Estates and Housing Division
 Department of Infrastructure,
 Hills Meadow,
 Peel Road,
 Douglas,
 Isle of Man, IM1 5EB



Telephone: (01624) 687300
 Email: ESSheipdeak.dol@gov.im

Isle of Man Government
1880 1880 1880

Client: -

Project: **Palatine Health Centre**

Drawing: **Site Plan**

Drawn:	Date:
Checked:	Scale: 1:1500 @ A3
Project No.	Drw No: Rev:

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Property or any part thereof or used occupied or enjoyed therewith or reputed of known as part or parcel thereof or appurtenant thereto **TO HAVE** and **TO HOLD** the same unto the Commissioners in fee simple from the day of the date hereof absolutely and for ever but **SUBJECT** nevertheless to and with the benefit of all covenants conditions restrictions provisos and agreements affecting the First Scheduled Property and contained or referred to in any Deed of Conveyance or other instrument of title thereof **AND SUBJECT ALSO** to all easements (if any) legally existing thereover

2. DHSC **DOETH HEREBY** covenant with the Commissioners that the DHSC have good right full power and lawful authority to grant bargain sell and convey the First Scheduled Property in manner aforesaid and that they shall and will warrant maintain uphold and defend the same unto the Commissioners **FREE FROM ENCUMBRANCES** from and against the claim challenge and demand of all and every person or persons whomsoever
3. The Commissioners in pursuance of the said Agreement and in consideration of the Conveyance to the Commissioners of the First Scheduled Property hereinbefore contained **DOETH HEREBY** grant bargain and for ever absolutely **SELL AND CONVEY** unto DHSC **ALL AND SINGULAR** the Second Scheduled Property with all ways waters watercourses easements liberties rights members privileges and appurtenances thereto belonging or in anywise appertaining or reputed or known as part or parcel thereof or appurtenant thereto **TO HAVE AND TO HOLD** the same unto DHSC in fee simple from the day of the date hereof absolutely and for ever but **SUBJECT** nevertheless to and with the benefit of all covenants conditions restrictions provisos and agreements affecting the Second Scheduled Property and contained or referred to in any Deed of Conveyance or other instrument of title

thereof prior in date hereto and duly recorded and **SUBJECT ALSO** to all easements (if any) legally existing thereover

4. The Commissioners **DO TH HEREBY** covenant with DHSC that the Commissioners have good right full power and lawful authority to grant bargain sell and convey the Second Scheduled Property in manner aforesaid and that The Commissioners shall and will warrant maintain uphold and defend the same unto DHSC **FREE FROM ENCUMBRANCES** and from and against the claim challenge and demand of all and every person and persons whomsoever

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names this the day month and year first before written

FIRST SCHEDULE WITH REFERRED TO

ALL and **SINGULAR** two plots or parcel of land part of the Nobles Hospital Estate situate in the Parish of Braddan the same being represented on the plan 1 annexed hereto by the two portions thereon delineated and edged red AND being part of the hereditaments and premises the Government Property Trustees became entitled inter alia by a Deed of Conveyance dated the 11th June 1921 from Henry Cowin and Jemima Cowin and which became invested in the DHSC by virtue of the following

1. The Mental Diseases Act 1948 (GPT's to the Mental Hospital Board)
2. The Isle of Man Health Services Board Act 1948 (change of name from the Mental Hospital Board to the Isle of Man Health Services Board)
3. The Health and Social Security Act 1986 (the Isle of Man Health Services Board to the Department of Health and Social Security)
4. The Transfer of Functions (New Departments) (No.2) Order 2010 (the Department of Health and Security to the Department of Health)
5. The Transfer of Functions (Health and Social Care) Order 2014 (the Department of Health to the Department of Health and Social Care)

SECOND SCHEDULE WITHIN REFERRED TO

ALL and **SINGULAR** two plots or parcel of land part of the Nobles Hospital Estate situate in the Parish of Braddan the same being represented on the plan 2 annexed hereto by the two portions thereon delineated and edged red AND being part of the hereditaments and premises the Commissioners became entitled inter alia by a Deed of Conveyance dated the 18h May 2005 from the Department of Health and Social Care

EXECUTED by DHSC under the
Hand of the Minister for the Department
of Health and Social Care or a person
Authorised for the purpose
in the presence of:-

:
.....

Witness:

print name:

Full Name:

position:

Address:

.....

Occupation:

EXECUTED by the Chairman
of the Commissioner
in the presence of:-

Witness:

.....

Full Name:

print name

Address:

.....

Occupation:

DATED _____ 2024

DEPARTMENT OF HEALTH AND SOCIAL CARE
and
BRADDAN PARISH COMMISSIONERS

DEED of EXCHANGE
Land Exchange at Braddan
Isle of Man



Isle of Man
Government

Reillys Ellan Vannin

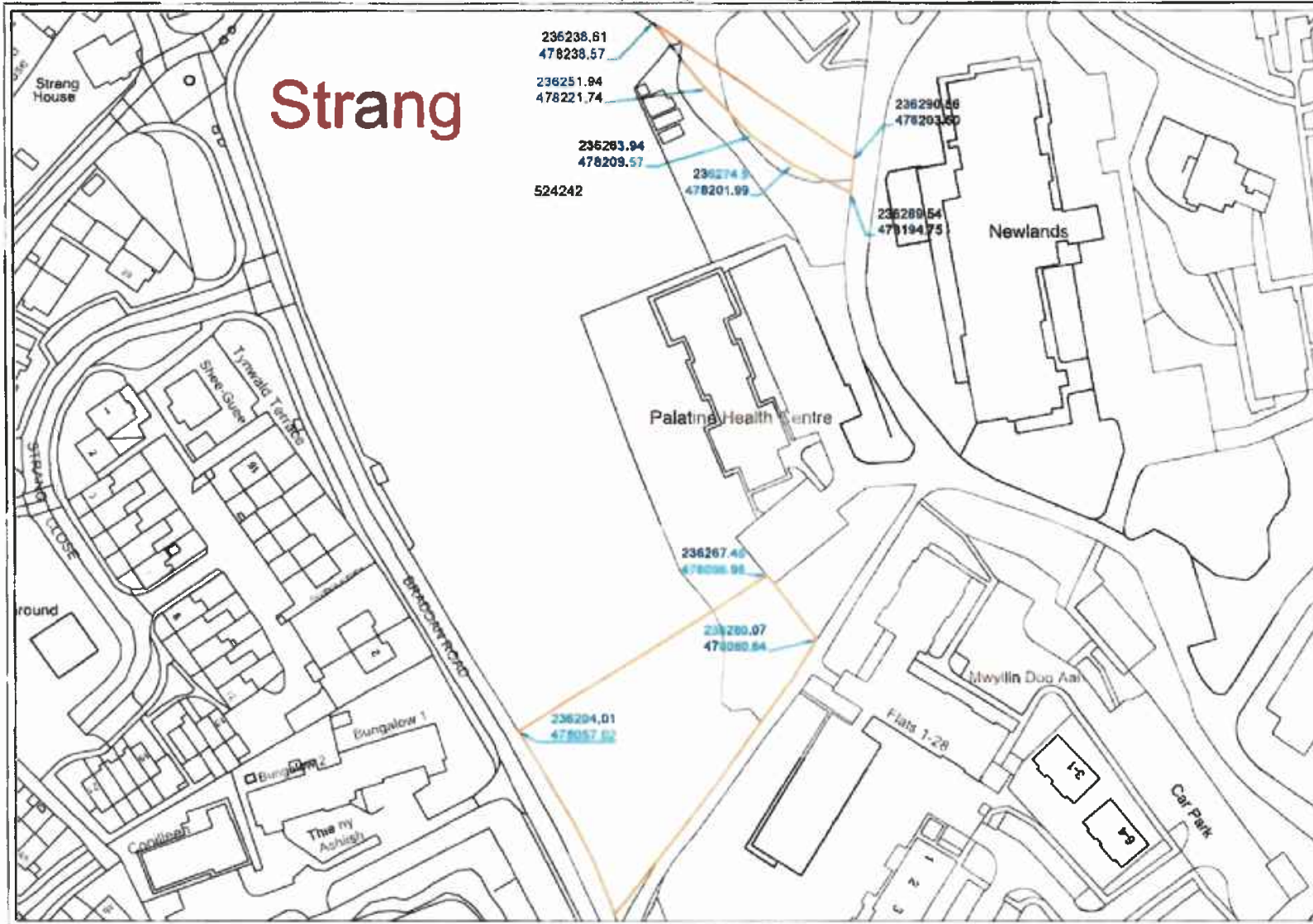
Attorney General's Chambers
Douglas



Sheet Size: ISO A3

Isle of Man Land Registry
BOUNDARY MAP 1
produced by Mullen Consulting Ltd

Plot Scale: 1:1000
Survey Scale: 1:1250



Note
Map accuracy is dependent upon the scale at which the land was surveyed.
For more information and a guide to the map symbols used please refer to information sheets available from the Land Registry.
Dimensions & Coordinates shown in blue or a reference for map positioning and reference only and are subject to mapping accuracy tolerances

Issued on:
22 April 2024
for Application no:

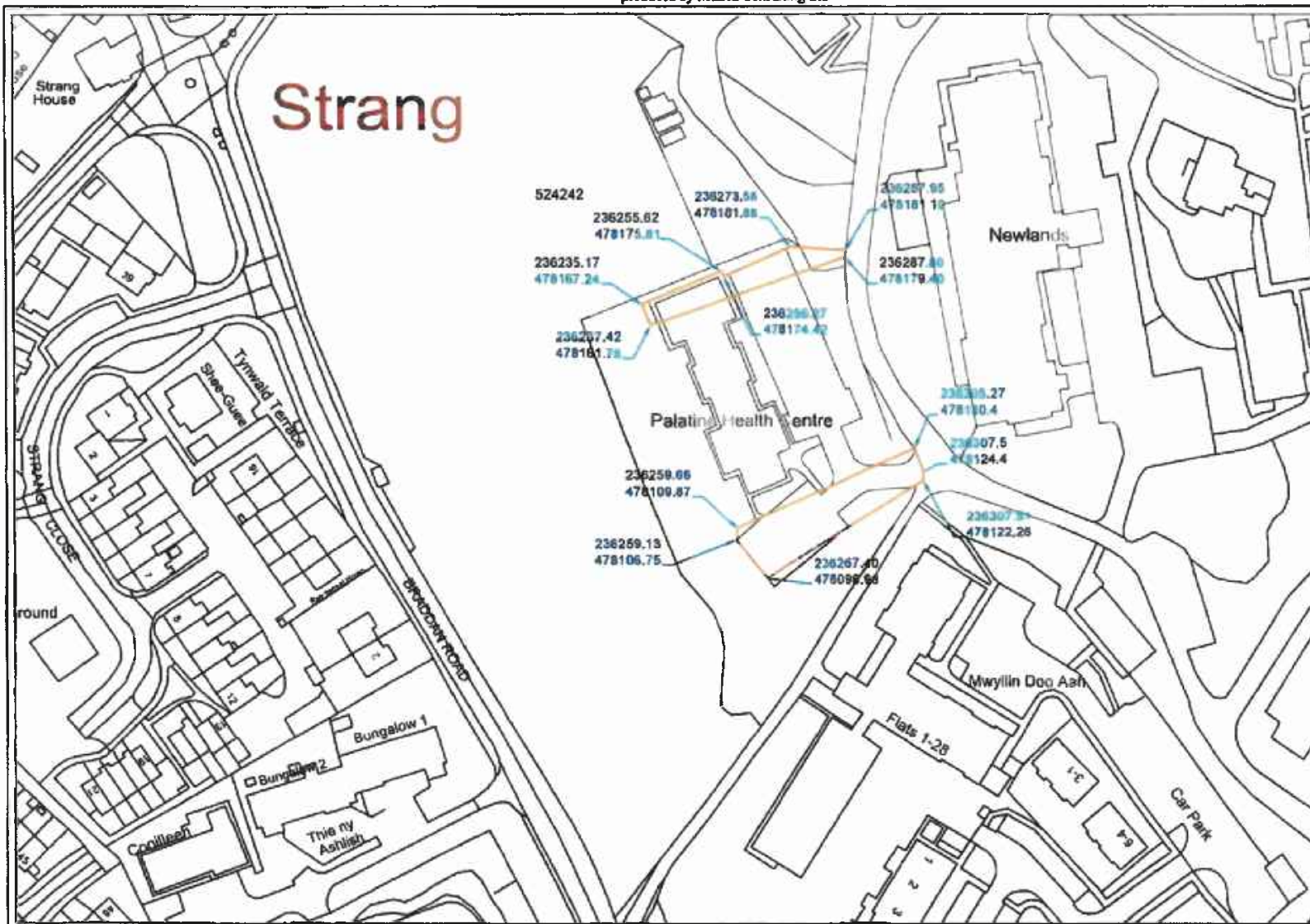
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Elm Tree Road
Onchan
Isle of Man
IM4 4EF
tel: 01624 639188
www.mullenconsulting.com
enquiries@mullenconsulting.com

Job Ref: B169-BM-02
Produced For:
Breidden Commissioners
The Round House
Strang
Braddan

For Registry Use Only
App No:
Date:
Time:

Signature(s):	Box 1	Signature(s):	Box 2
Witness(es):	Date:	Witness(es):	Date:

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Note
Map accuracy is dependent upon the scale at which the land was surveyed.
For more information and a guide to the map symbols used please refer to information sheets available from the Land Registry.
Dimensions & Coordinates shown in blue are intended for map positioning and reference only and are subject to mapping accuracy tolerances.

Issued on:
22 April 2024
for Application no:

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Job Ref: B189-884-03
Produced For:
Bradden Commissioners
The Round House
Strang
Bradden

For Registry Use Only
App No:

Date:
Time:

Signature(s):	Box 1	Signature(s):	Box 2
Witness(es):	Date:	Witness(es):	Date: