

## **Property Sub-Committee**

Wednesday 1 November 2023

**12:00**

Oak Room, County Buildings, Stafford

The meeting will be webcast live and archived for 12 months. It can be viewed at the following link: <https://staffordshire.public-i.tv/core/portal/home>

John Tradewell  
Deputy Chief Executive and Director for Corporate Services  
24 October 2023

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## **Agenda**

1. **Apologies**
2. **Declarations of Interest**
3. **Minutes of the Meeting held on Wednesday 4th October** (Pages 1 - 2)
4. **Dunstall Park Primary - Proposed Academy Lease** (Pages 3 - 8)
5. **Leycett Cricket Club - Proposed new 5-year Lease** (Pages 9 - 18)
6. **Exclusion of the Public**

The Chairman to move:

"That the public be excluded from the meeting for the following items of business which involve the likely disclosure of exempt information as defined in the paragraphs of Part 1 of Schedule 12A (as amended) of the Local Government Act 1972 as indicated below".

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## **Part Two**

(All reports in this section are exempt)

Membership	
Mark Deaville Ian Parry Jonathan Price	Alan White (Chair) Philip White (Vice-Chair)

## **Notes for Members of the Press and Public**

### **Filming of Meetings**

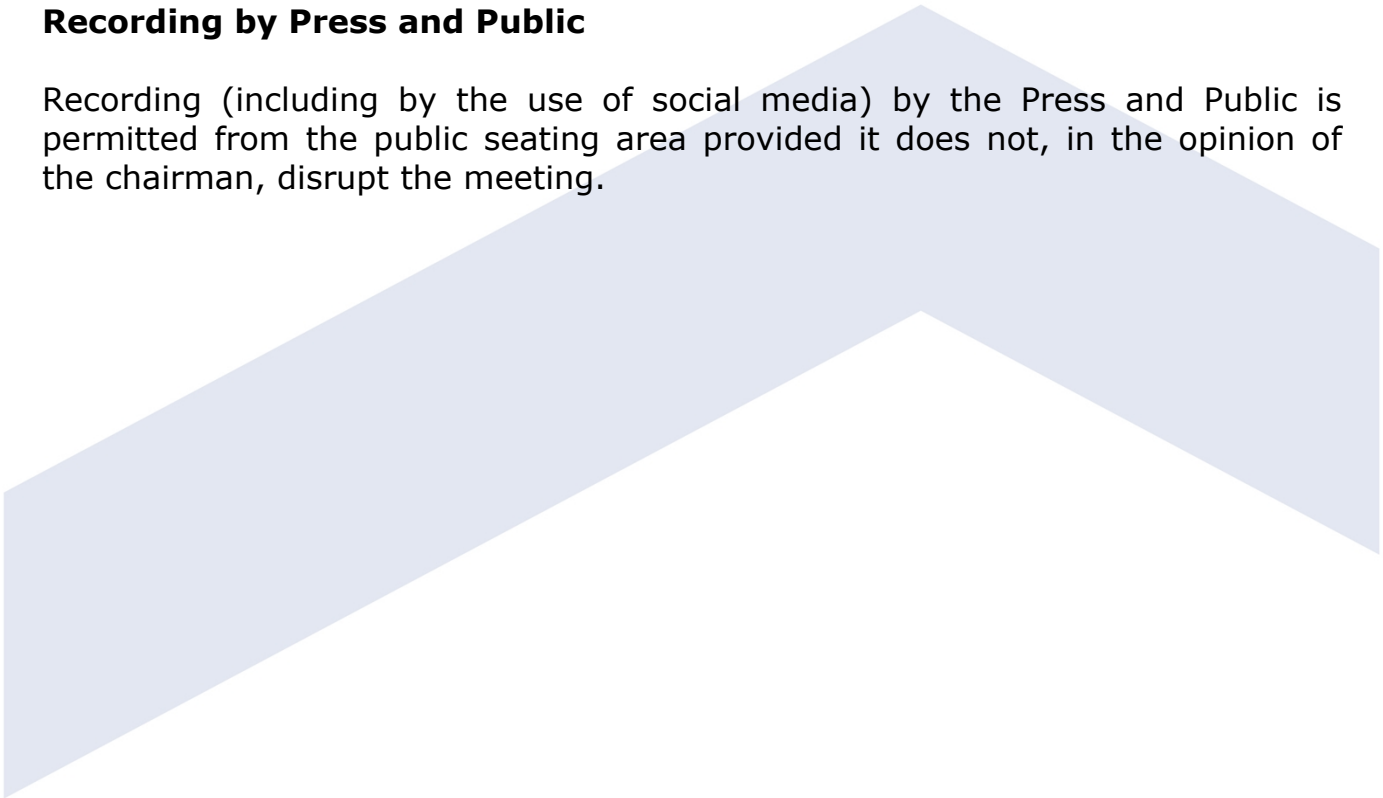
Staffordshire County Council is defined as a Data Controller under the Data Protection Act 2018. The County Council has agreed that public meetings should be the subject of live web transmission 'webcasting'. Fixed cameras are located within meeting room for this purpose.

The webcast will be live on the County Council's website and recorded for subsequent play-back for 12 months. The recording will also be uploaded to YouTube. By entering the meeting room and using the seats around the meeting tables you are deemed to be consenting to being filmed and to the possible use of those images and sound recordings for the purpose of webcasting.

If you have privacy concerns about the webcast or do not wish to have your image captured, then please contact the Member and Democratic Services officer named at the top right of the agenda.

### **Recording by Press and Public**

Recording (including by the use of social media) by the Press and Public is permitted from the public seating area provided it does not, in the opinion of the chairman, disrupt the meeting.



## **Minutes of the Property Sub-Committee Meeting held on 4 October 2023**

Present: Alan White (Chair)

<b>Attendance</b>	
Ian Parry	Philip White (Vice-Chair)

**Apologies:** Mark Deaville and Jonathan Price

### **Part One**

#### **33. Declarations of Interest**

There were no declarations of interest on this occasion.

#### **34. Minutes of the Meeting held on 6th September 2023**

**Resolved** – That the minutes of the meeting held on 6 September 2023 be confirmed and signed by the Chairman.

#### **35. New lease for Stone Youth Centre**

Details were submitted for the proposed 15-year lease of Stone Youth Centre, Station Road, Stone, ST15 8ER to Rising Brook Baptist Church.

**Resolved** - That approval be given of a new 15-year lease on the terms indicated in the report; any amendments to the proposed lease be delegated to the Assistant Director for Commercial and Assets to approve.

#### **36. Lease of land to Community Link Stafford and District at Doxey**

Details were submitted for the proposed lease of land at Doxey Road Stafford to Community Link Stafford & District.

**Resolved** – That approval be given for the lease of land at Doxey Road to Community Link Stafford and District at Doxey on the terms indicated in the report; delegated authority be given to the Director for Economy, Infrastructure and Skills and the Director of Corporate Services to enter into relevant contractual and other arrangements pursuant to the delivery of this lease.

#### **37. Exclusion of the Public**

**Resolved** - That the public be excluded from the meeting for the following item of business which involves the likely disclosure of exempt information

as defined in the paragraph of Part 1 of Schedule 12A (as amended) of the Local Government Act 1972 as indicated below.

**38. Child care Centre Leases (Newcastle under Lyme & Staffordshire Moorlands) (Exemption Paragraph 3)**

Details were submitted for the proposed lease of Nursery accommodation at Staffordshire Moorlands Children's Centre and Newcastle Children's Centre to Kindergarten Group Ltd.

**Resolved** - That approval be given to lease the Nursery accommodation at Staffordshire Moorlands Children's Centre and Newcastle Children's Centre to Kindergarten Group Ltd on the terms indicated in the report; the Assistant Director for Commercial and Assets be delegated the authority to agree the final terms for the lease.

**Chair**

**Property Sub-Committee – 1 November 2023**

**Recommendations by Cllr Mark Deaville - Cabinet Member for  
Commercial Matters**

**Item Title**

Proposed Agreement for Lease and Lease of Dunstall Park Primary,  
Tamworth

**Electoral Division**

Bolebridge, Tamworth

**Local Member Interest**

Jeremy Oates

**Recommendations**

The grant of an Agreement for Lease and a 125 year Academy Lease of the Dunstall Park Primary School to The Arthur Terry Learning Partnership.

The final details of the transactions to be delegated to the Assistant Director for Commercial and Assets.

**Transaction Summary**

**1. Current Arrangements**

The property, shown edged in red on the enclosed plan, is owned by Staffordshire County Council. Staffordshire County Council acquired the property in accordance with the terms of a section 106 Agreement and have started construction of a new primary school on the property.

## **2. Proposals**

It is proposed to enter into an Agreement for Lease with The Arthur Terry Learning Partnership pending completion of the construction of the school.

When the school reaches practical completion, the Lease will then be granted at a peppercorn rent and are therefore not for value. It is a standard form Academy Lease for 125 years in accordance with the requirements of the Department of Education.

There is no statutory obligation to enter into the Lease but it is the Secretary of State's expectation that a Lease will be granted to The Arthur Terry Learning Partnership.

## **3. Undervalue Transaction**

The lease transaction is not for value but it is an expectation of the Secretary of State for the standard Academy Lease to be granted.

## **Supporting Details**

### **4. Background Information**

As stated above, it is a requirement/expectation of the Secretary of State that Staffordshire County Council grant the Lease to The Arthur Terry Learning Partnership in the standard form. The consent of the Secretary of State is required prior to completion of any Lease.

### **5. Alternative Options**

None.

### **6. Implications of transaction for County Council (Risks)**

**(a) Strategic: To include contribution transaction makes to outcomes listed in the Strategic Plan \***

None

**(b) Financial:**  
**Capital costs/income**  
**Revenue costs/income**  
**Change in Property running costs**

Following construction of the school, the property will be the responsibility of The Arthur Terry Learning Partnership who will be responsible for maintenance of the property during the term of the Lease.

**(c) Operational:**

None.

**(d) Legal:**

None as the whole of the property is intended to be occupied by The Arthur Terry Learning Partnership.

**7. Community Impact \***

The construction and use of the property as a school will provide additional school places in the area.


**8. Comment by Local Member**

Local members have been informed of the proposed lease and any specific comments will be reported to the committee.

**9. Support/Approval of the Proposal**

Proposal supported by approved by Assistant Director for Commercial and Assets

**Signed:**



**Name:** Ian Turner

**Date:** 10/10/23

## **10. Officer advising on this transaction**

**Signed:**



**Name:** Jason Wilkinson

**Date:** 10/10/23

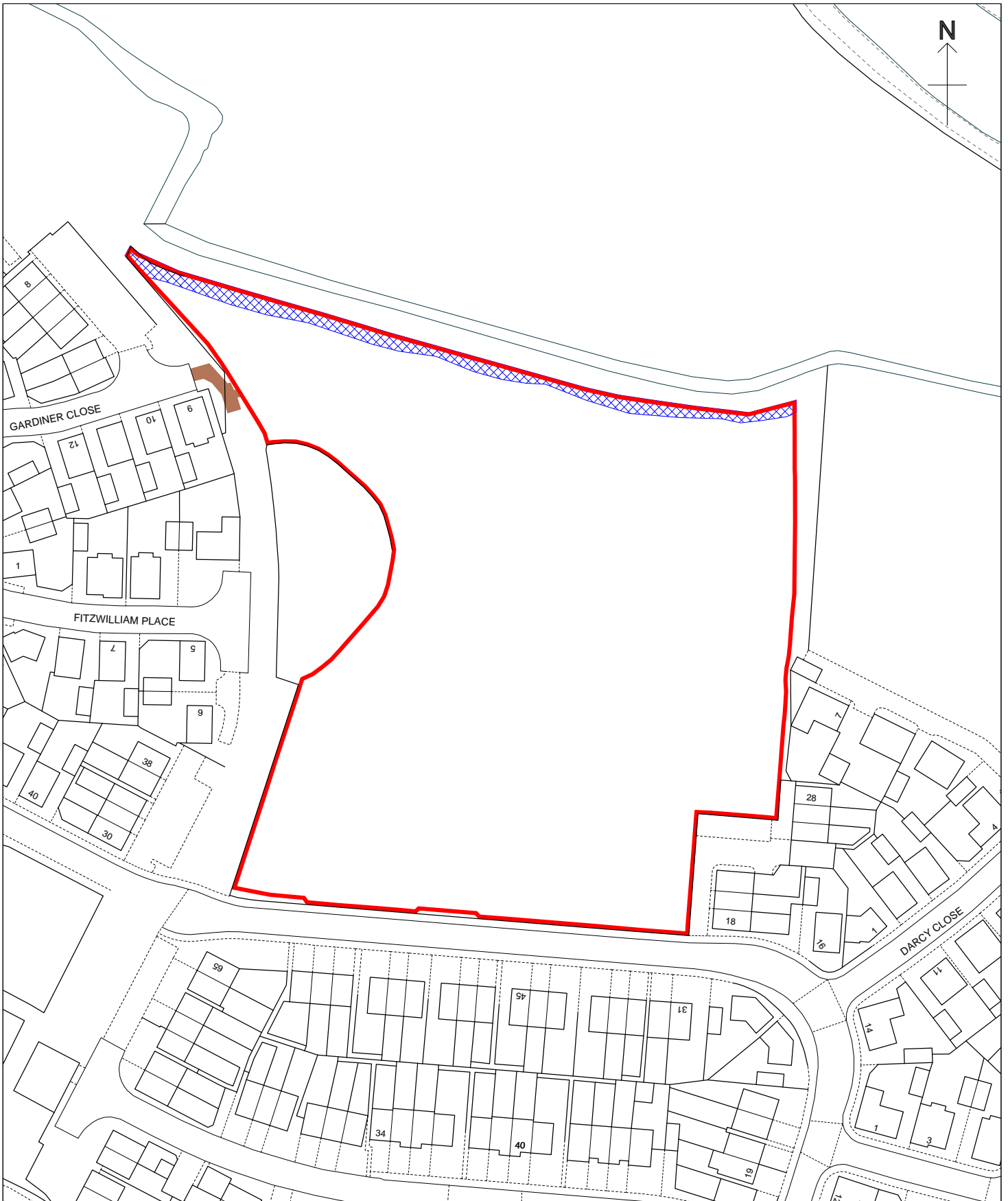
## **11. Background Documents**


No previous reports are relevant to this transaction/proposal

\*3 priority Outcomes for the people of Staffordshire are:

- To be able to access more good jobs and feel the benefits of economic growth
- To be healthier and more independent
- To feel safer, happier and more supported in their community.





Scale: 1:1250	Title:	 Staffordshire County Council
Paper Size : A4	Dunstall Park Primary School	
Date: 18/09/2023	Austen Drive	
Plan Ref: 7459	Tamworth	
Page 7		
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## **Property Sub-Committee - Wednesday 01 November 2023**

Lease of land at Leycett Cricket Club, Leycett Lane, Newcastle.

Property PID 5176

**Local Member:** Paul Northcott – Newcastle Rural

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### **Recommendation(s) by Mark Deaville Cabinet Member for Commercial Matters**

To grant a new 5 years' lease from 17<sup>th</sup> October 2023 at a rent of £1 per annum to Leycett Cricket Club and waiver rent due from previous lease.

Agreement of the final details of the proposed new lease to be delegated to the Assistant Director for Commercial and Assets.

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## **Transaction Summary**

### **1. Current Arrangements**

The Cricket Club previously had a supplemental lease from the County for 5 years which expired on 19<sup>th</sup> May 2011 at a rent of £300 per annum. The original lease was not excluded from the Landlord and Tenant act. They have since been holding over to current date with no rent payments received.

### **2. Proposals**

To grant Leycett Cricket Club a new 5 years' lease at £1 per annum (if demanded) on a full repairing and liability basis.

### **3. Undervalue Transaction**

Alternative use would only be likely for grazing land and, in a better location/access/utilities, may achieve £500 per annum rent.

As the current location of the land has no direct access or utilities and is a former landfill site, it is considered not unreasonable to consider a low or no rent proposal, particularly as large areas of the retained landfill site adjoining are vacant and being managed and monitored by the County.

## **Supporting Details**

### **4. Background Information**

The land forms part of the North-East section of the cricket club field and prior to this was a former landfill site, still requiring monitoring, and is not suitable for development with no independent means of access or facilities – please see Site Plan.

Whilst the land is only part of the cricket field, it is integral to the overall operation of the cricket club and managed and fenced within the boundary.

The land was originally leased to the Club from the 1<sup>st</sup> March 1999 for a term of 3 years paying the annual rent of £140.

A further supplemental lease was agreed and entered on the 15<sup>th</sup> September 2003 between the County and the Club with similar terms for a further 3 years.

A further supplemental lease was agreed dated 6<sup>th</sup> May 2006 with a term of 5 years from 20<sup>th</sup> May 2006 until 19<sup>th</sup> May 2011 at a revised annual rent of £300 with similar remaining terms.

The 2006 lease has not been renewed since 2011, nor has the rent been collected. On negotiation and renewal of terms with recovery of rent due, the Cricket Club counter requested future terms to exclude rent and recovery of rent due on the basis their organisation is not for profit and provides valuable local community functions and activities.

The club claim a discussion had been made in 2006, with the then local Cllr Frank Chapman, for the future occupation to be on a peppercorn rent on the basis it was for community use and with it being waste contaminated land. It is then claimed, although not formalised, that the club was then advised by the County Councillor not to pay the rent – see Supporting Letter.

Officers have been unable to locate records to substantiate these claims.

The club have provided a statement to demonstrate that the facility is open for use by anyone who wishes to participate in cricket and much wider community activities, as evidenced in Supporting Letter 2.

Subsequent discussions have been ongoing between the Cricket Club and County Officers to reach a resolution and to ensure a new lease

agreement is in place, but the matter of rent and sums due has not been resolved.

The Club have requested that we present their request, no rent and to waiver rent due, to Property Committee on the basis that they are a community facility, and they operate on a not-for-profit basis with funds reverting to support the ongoing facilities on site.

## **5. Alternative Options**

None discussed, the club have a right to renewal of lease currently as not excluded from L&T Act.

## **6. Implications of Transaction for County Council (Risks)**

Operational: Without the land it will impact operations of the club on site.

Legal: The club have the benefit of Landlord & Tenant protection in their previous lease agreement.

## **7. Community Impact\***

To be healthier and more independent

To feel safer, happier, and more supported in their community

## **8. Comments from Local Member**

Cllr Northcott has been requested to comment – to be reported to committee.

## **9. Support/Approval of the Proposal**

Head of Corporate Assets



Signed:

Name: Lee Wells

Date: 19/10/2023

## **10. Author/Valuer/Officer(s) Advising on this Transaction**

**Report Author:** Peter Townley  
**Job Title:** Principal Assistant Estates and Valuation Surveyor  
**E-Mail Address:** peter.townley@staffordshire.gov.uk

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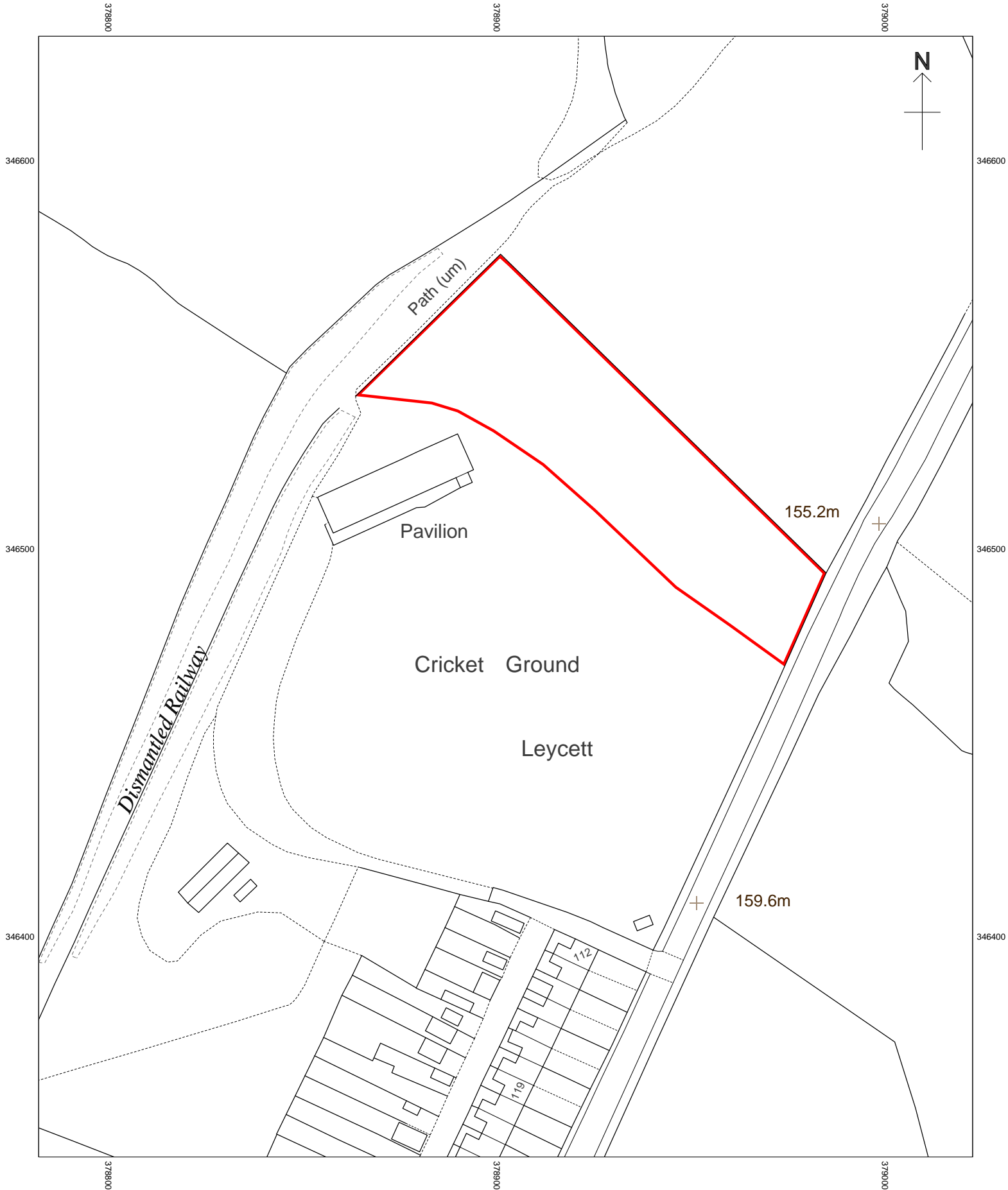
### **List of Background Documents/Appendices:**


Site Plan  
Supporting Letter  
Supporting Letter 2

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- To be able to access more good jobs and feel the benefits of economic growth
- To be healthier and more independent
- To feel safer, happier and more supported in their community.



Scale: 1:1250	Title:  Land at Leycett Cricket  Club, Leycett Lane  Newcastle-under-Lyme  ST5 6AE	<div> Staffordshire County Council</div>   
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**Sent:** Tuesday, September 19, 2023 10:39 AM  
**Subject:** Re:L0839.002/Leycett Cricket Club

SENT ON BEHALF OF LEYCETT CRICKET CLUB

Good Morning,

Thank you for your email of the 30th August. I have now had the opportunity to speak to Club Officials.

The particular parcel of land in question has been incorporated into the entire cricket ground. It is therefore part of the entirety that the Cricket Club undertakes.

The Club itself is a community facility. It is open for use by anyone who wishes to participate in cricket, both local and a little further a field. The Club runs four Senior teams and five Junior teams together with the much heralded ECB young childrens program 'All Stars' and that is advertised throughout all Staffordshire. During the summer just gone, there were 15 youngsters registered and used that particular facility. It is difficult to give you any specific contact details for evidence and without providing personal information of those who attended.

In addition to it's use as a Cricket Club, the Clubhouse is used by residents from communities such as Leycett, Madeley, Madeley Heath and Silverdale for a variety of social events. This includes Birthday parties, Christenings, Funerals and Weddings.

The cricket ground is used by the Meadows School in Madeley Heath for their Sports Day's and other general sporting events. The School PTA host quizzes and Christmas parties at the Clubhouse too.

The Newcastle Primary Schools bring in children from various schools in the area for Cricket Festivals during the summer and coaching courses are run over holiday periods for these youngsters. Up to 50 youngsters are coached in this way.

The County Umpires Association runs two training courses over the winter months at two sites within the county and for the last three winters have chosen Leycett as their venue.

The festivals are held annually and advertised in the community for all to come along and enjoy and inevitably the most support is from people in the surrounding villages including those named above and others such as Scot Hay, Alsagers Bank etc.

The Clubhouse has also been used for meetings of residents in the village of Leycett although these are infrequent and the last was around 3 years ago.

I hope this is able to satisfy the Committee as to community use beyond Leycett Cricket Club itself. I am sure you will be aware that the Club, like the vast majority of Cricket Clubs, is an entirely not for profit organisation and all income is utilised for the benefit of the Club and that includes improving those facilities for use at by the Club members and the wider community.

One final point is that the Club would be willing to discuss purchasing the land in question rather than renting it. However, we are mindful of the nature of the land and that it might not be possible from the County Councils point of view.

I look forward to hearing from you shortly.



# LEYCETT CRICKET CLUB est 1870

Park Terrace, Leycett, Newcastle, Staffs ST5 6AE Tel: 01782 751588 [www.leycettcricketclub.org](http://www.leycettcricketclub.org)  
President Mrs B.Redfern.



SOLICITOR TO THE  
COUNTY COUNCIL

11 MAY 2023

DEPUTY CHAIRMAN  
GOVERNANCE AND COMMUNITY

MEMBER

1 PUBLIC 2 SOCIETY 3 REPRESENTATIVE 4

County Solicitor,  
Staffordshire Legal Services,  
Staffordshire County Council,  
1 Staffordshire Place,  
Tipping Street,  
Stafford, ST16 2DH

2<sup>nd</sup>. May 2023

Your Ref CAP 024159

Dear Sir

## Re Former landfill site at Leycett. Proposed Grant of renewal lease

I refer to your letter of the 4<sup>th</sup> April addressed to me as Chairman of Leycett Cricket Club and other identical letters sent to various members of the Club.

For the avoidance of doubt this reply is sent on behalf of all who have been served, in whatever capacity, and also on behalf of other Trustees who have been appointed in the years since the original grant of lease.

Our late Vice #####, who died in November 2012 dealt with negotiations regarding the land in question with our County Councillor, who I believe was at the time, Frank Chapman. This was after the supplemental lease was put in place in 2006, and discussions took place over several years.

It had long been argued that the land in question could not be built upon, and was therefore grassland, which we would and have continued to use as an extension to our playing area and a grass car park.

It was argued at the time that as the land was solely being put to community use, that any rent going forward should be a peppercorn, very much in line with the Agreement from the Cricket Club to the County Council in respect of the gas monitoring points within our land ownership. I recall being advised of conversations that there were several examples of such a scenario around the County.



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Whilst nothing was ever formalised in this regard, I understand ##### was advised by the then County Councillor not to pay the rent, and indeed we have not had a demand for over 12 years.

Our position is that we would not want to give up the land we occupy, not 1088 acres as referred to in the heading to your letter, but I believe 1.088 acres.

My alternative proposals in an attempt to find common ground would be :-

1. Any new lease should be at a peppercorn rent and there be no claim for any arrears of rent.
2. The land being limited in use by virtue of its 'contaminated' state, and if a peppercorn rent was not acceptable, any rent going forward should reflect the situation with a restriction on building, at a level of payment below what was agreed in the original lease of 1996.
3. The Club be permitted to purchase the land at a price to be agreed, but again reflecting the points made as to contamination, community use etc.

I understand the need to ensure an application is made to the Court if agreement cannot be reached by the 16<sup>th</sup> October 2023.

##### sections removed of personal data #####

I look forward to hearing from you.

Yours Faithfully

C.J. Hopkin

