

LEYCETT CRICKET CLUB est 1870

Park Terrace, Leycett, Newcastle, Staffs ST5 6AE Tel: 01782 751588 www.leycettcricketclub.org
President Mrs B.Redfern.



SOLICITOR TO THE
COUNTY COUNCIL

11 MAY 2023

DEPUTY CHAIRMAN
GOVERNANCE AND COMPLAINTS

PRELIMINARY

1 PUBLIC 2 SOCIETY 3 REPRESENTATIVE 4

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

2nd. 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 4th 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.



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 16th October 2023.

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I look forward to hearing from you.

Yours Faithfully

C.J. Hopkin

