

# STILTON PARISH COUNCIL

## **Business Plan for the Purchase of the Amenity Area at Gala Close, Stilton**

### **I. Business aim**

1. The Parish Council is considering purchasing the amenity area at Gala Close from Jelson Ltd in order to ensure continued use of the area by the residents of Stilton. Financial regulations specify: *14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).*
2. This report aims to provide the necessary information to Council to decide whether to proceed with purchase.

### **II. The present situation**

#### a) Amenity green spaces in Stilton

3. The Parish Council works to preserve and maintain the limited amenity and green spaces in Stilton for the benefit of the whole village. Only a few of the public spaces are actually owned by the Parish Council but, as well as maintaining those it owns, it also maintains those owned by Cambridgeshire County Council – who pay the Parish Council to cut the grassed areas four times a year. A summary of Stilton’s various green spaces can be found in the Amenities Management Committee’s June 2020 report “Children’s Play Areas in Stilton” that can be found on the Parish Council’s website.

#### b) Gala Close Ownership

4. The above-mentioned report indicates that the Gala Close amenity space is owned by the County Council. However, subsequent investigations found that Jelson Ltd, the original developer, still owned the land but as it was designated as “highway” the County Council is responsible for maintaining the grass and trees in the area. As noted above, the County currently contributes to the Parish Council’s maintenance of this grassed area. On finding it still owned the land, Jelson Ltd immediately offered to sell it to the Parish Council for a nominal sum.

5. The Parish Council, at its meeting on 8 December 2020, decided to proceed with a view to purchasing Gala Close open green land from Jelson Ltd as an asset for the village (following

feedback from Jelsons re any restrictive covenants and ownership of the brick wall to the north of the land) (decision PC201/20.3). The minutes of the meeting were displayed on the Parish notice boards prior to the Parish Council meeting on January 2021 where they were declared a true record. They are to be found on the Parish Council's website.

6. The Parish Council gave notice of its intention to purchase in the September 2021 edition of the local magazine, SCAN. Notice was also given at the same time on the Parish Council website and on local social media. Those around Gala Close were additionally informed in writing.

7. To ensure "an adequate level of consultation with the electorate", as required by Stilton Parish Council's Financial Regulations, all residents were invited to a village meeting with councillors to discuss the purchase on 18<sup>th</sup> September 2021 by the Parish Council prior to a final decision on whether to purchase. Thirteen residents attended the meeting.

The councillors present explained that it was not a formal council meeting. The councillors also explained that although they were acting as Councillors they were there to listen to the views of the residents and that no decisions or promises could be made.

It was noted that Jelsons Ltd wished to impose covenants on the sale restricting the use to a "play area" or "public open space".

Overall the residents were in favour of the Parish Council buying Gala Close green but wanted some security that it would remain a public open space for a fixed (minimum) period of time. They asked for this fixed period of time to be written into the Transfer of Title document (Land Certificate).

The Parish Council has taken legal advice and is adding a fixed term covenant to the Purchase (Transfer of Title) document. The wording for this covenant is: " Use their reasonable endeavours not to do or permit anything to be done on the Property or to any part of thereof which maybe or grow to be a nuisance, damage, grievance or annoyance to the Transferor or the owners for the time being of any adjoining or neighbouring property and to keep all parts of the Property in a neat and tidy condition. This will, unless a majority agreement is reached to the contrary with residents, be enforced for a period of 20 years from the date of this agreement."

### III. Costs to the Parish Council

#### a) Short term costs

8. At its meeting on 8 December 2020, the Parish Council agreed to appoint Roger Taylor of Wellers Law Group to act on behalf of the Parish Council in regard of decision PC201/20.3 at a cost of £700 + VAT and a maximum £60 in disbursements from the Community Infrastructure Levy monies it had received (decision PC201/20.4). These sums are already committed.

9. Jelson Ltd has informed the Parish Council that the purchase price for the land is a nominal sum of £1. Whilst it is difficult to value such a piece of amenity land, especially when restrictive covenants limit development, the value to the community it is clearly well in excess of the purchase price.

#### b) Longer Ongoing term costs

10. *Grass cutting.* There will continue to be costs associated with maintaining the grassed area. However, unless the Parish Council applies for the highway land to be “stopped up”, the County Council is expected to continue to provide some funds for the cutting of the grassed area (though this is dependent upon County Council decisions over which the Parish Council has no control). The Parish Council expects, therefore, to incur no additional costs for grass cutting. The current state of the grassed area is good.

11. *Tree maintenance.* This is currently the responsibility of the County Council. However, the Parish Council includes these trees in its regular tree survey so there are some indirect costs to the parish. If the area were stopped up the Parish Council would be responsible for tree maintenance. According to the recent tree survey, most trees are in good condition and will not require much attention in the coming years; what tree maintenance is needed will be dealt with by the County Council.

12. *Insurance costs.* Our insurers have informed us that there will be no increase in premiums following the purchase. They have, however, asked us to ensure we keep a record of risk assessments, maintenance and inspection regimes.

### IV. Planning permission, restrictive covenants and conditions

13. There are no applications for planning permission associated with the land. The Parish Council was concerned (decision PC201/20.3) that there should be no restrictive covenants to the land imposed by the seller. The Transfer of Title document provided by Jelson Ltd indicates that “the use of land is restricted to a play area or public open space”. Since the Parish Council has no intention of changing the present use of the land, this covenant will not restrict future use.

14. The Parish Council was also concerned about the ownership of the wall to the north of the land and who was responsible for its maintenance. It has been confirmed that the house owners in Norman Drive are each responsible for maintaining the wall to the rear of their properties. Continued access will be provided to ensure good maintenance of these walls. The Parish Council has already discussed the matter and no problems with access were foreseen.

#### **V. Risks associated with purchase**

15. The risks associated with purchasing the land are those encountered with any open space – damage or illegal occupation resulting in the cost of repair and clean up. The area has not been subjected to such problems in the past and the area is well overlooked by the houses in Gala Close. The risks are therefore considered minimal.

16. Due Diligence : It is a requirement that, prior to purchase, Stilton Parish Council checks that the land is not contaminated. No evidence for this has been found, indeed, historic maps show that the land was previously an agricultural field. Additionally, since the Parish Council has no plans to change the land through excavation or building, contamination problems are not foreseen and further investigation is not required.

#### **VI. Risks of non-purchase**

17. Now that attention has been drawn to the ownership of the land, there are clearly risks should the purchase by the Parish Council not go ahead. For example, should Jelson Ltd sell the land on the open market, the Parish would have no effective control over the future of the land even if Jelson Ltd applied the same covenants.

18. More seriously, should Jelson Ltd decide to apply for the land to be stopped up, it would no longer be part of the highway under the control of Cambridgeshire County Council. With current (and changing) planning regulations, the land might then be developed for housing and the amenity space lost to the village for good.

#### **VII. Conclusions and recommendation**

19. It is concluded that there are no restrictive covenants that might prevent continued use of the amenity area as at present. Furthermore, the Parish Council is convinced that local residents wish it to proceed with the purchase of the land. Whilst a number of residents have urged the Parish Council to continue the current use as a public open space, the Parish Council will have no problem agreeing to this as it has no plans to change the current use. The purchase is unlikely to cause the Parish Council any additional expenditure in the future unless the land is stopped up. Because Jelson Ltd is now aware that it owns the land, there are risks if the Parish Council decides not to purchase the amenity area. It is therefore recommended that, in keeping with

decision PC201/20.3 taken in December 2020, the purchase of the land at Gala Close proceeds and the Transfer of Title document be duly signed to complete the purchase.

DRAFT Feb 2022