

LONDON BOROUGH OF RICHMOND UPON THAMES**CABINET****DATE: 15 DECEMBER 2008****REPORT OF: DEPUTY LEADER AND CABINET
MEMBER FOR RESOURCES****LEAD
OFFICER: ASSISTANT DIRECTOR
ENVIRONMENT****SUBJECT: PURCHASE OF LAND AT BROOM ROAD, TEDDINGTON****WARDS: HAMPTON WICK****KEY DECISION?: NO****For general release****1. PURPOSE OF THE REPORT**

- 1.1 To obtain authority for the Council to purchase land at Broom Road, Teddington from the Royal Canoe Club.

EXECUTIVE SUMMARY

- 1.2 The report sets out terms negotiated with the Royal Canoe Club for the purchase of land at Broom Road, Teddington, to be made available for sporting use by local schools and sports groups, including Teddington School.

2. RECOMMENDATIONS

- 2.1 **To approve the Council completing the purchase of the freehold interest in land at Broom Road, Teddington on the basis set out at paragraph 3.7 and 3.8 below and in the confidential report and authorise the Assistant Director Environment and the Head of Legal & Electoral Services to finalise the terms of any agreements involved, in consultation with the Deputy Leader and Cabinet Member for Resources.**

3. DETAIL

- 3.1 The Royal Canoe Club Trust ('RCCT') holds the freehold interest in land comprising approx 1.04 ha. (2.57 acre), as shown on the plan at **Appendix A**. This land was transferred to RCCT by Laing Homes pursuant to a Section

106 Agreement which required that the land was transferred *'to a charitable trust or similar body established for the management ownership and maintenance of the land for public benefit and for its use in particular by schools for the purposes of sports and recreation'*. The land, the majority of which is currently laid out as an un-maintained playing field surrounded by low fence, is shown as Metropolitan Open Land, Site of Nature Importance, and within a Conservation Area in the UDP.

The advice of Legal Services on the provisions of the Section 106 Agreement is set out in the confidential report.

- 3.2 The Council previously entered into discussions to take a lease of this land from RCCT with the intention of constructing an international size artificial hockey pitch, but this proposal did not proceed due to ecological considerations.
- 3.3 RCCT then proceeded to market the freehold interest on the open market (to meet Charity Commission requirements on charities to obtain best consideration) and the Council submitted a low offer, but indicated that it regarded a sale of the site without imposing restrictions on its future use, as contrary to the purposes for which the property was originally transferred to the Trust, as referred to at 3.1 above. Further that the Council may well decide to challenge the process if another offer was accepted.
- 3.4 RCCT received a number of significantly higher offers for the property, and was intending to proceed with a sale to one of these. Having regard to the legal advice set out in the confidential report, the Council challenged the legal position on interpretation of the Section 106, and the sale did not proceed whilst this legal challenge was unresolved.
- 3.5 Without prejudice to the action taken in respect of the Section 106 Agreement, the Council made a revised increased offer for the site. However, RCCT was unwilling to consider this offer further without resolution of the Section 106 issue, and the parties agreed the name of a barrister to be jointly appointed as arbitrator to provide a legal interpretation of the position under the Section 106. However, the appointment was not made as RCCT did not respond confirming agreement to the terms of appointment, and so the matter remains unresolved.
- 3.6 With a view to unlocking the matter, and avoid the time and potential costs to the Council from referral to arbitration further negotiations have taken place on a without prejudice basis with RCCT to purchase the site, details of which are set out in the confidential report.
- 3.7 Further to these negotiations, terms have provisionally been agreed with RCCT for the purchase of the freehold interest in the land for a sum set out in the confidential report, to enable the site to be brought into use for public benefit, as originally intended. Although the sum agreed is significantly below the offers previously received by RCCT for the property, RCCT have confirmed that they are willing to proceed with a sale to the Council at this figure to resolve the current impasse, and their valuer is prepared to confirm that in the current market this represents market value (meeting Charity Commission requirements). Their valuers confirmation of this figure is conditional on the sale to the Council including an overage clause in the unlikely event that the site is sold on for a profit to a third party or developed

by the Council for non-sporting purposes, to protect RCCT. As the Council has no intention to release the land for development, this is not viewed as an impediment.

3.8 Furthermore, it should be noted that during the course of previous consultation with local residents (at the time the Council was originally looking to lease the site), commitments were given that the Council would, either as part of the sale documents with the RCCT, or within a separate agreement with the adjoining residential estate's management committee (presuming it is or could be a properly constituted body), or through both routes, agree restrictions along the following lines:

- Use to only be as a grassed area for sports and leisure activities, i.e. no conversion to an artificial all-weather surface of any type.
- Any replacement fencing to be restricted to the height of that currently in place.
- No floodlighting or other form of artificial lighting other than that already serving adjacent roads and footpaths.
- Use to only be by specifically named organisations, (a list of which will be a part of the agreement/s). The list of organisations would likely include:
 - Teddington School
 - Hampton Wick Infant School
 - St John the Baptist Junior School
 - Sacred Heart
 - Plus possibly one or two local sports groups
- Use to only be from 8.30am to 7pm weekdays, 8.30am to 12.30pm Saturdays.
- Use outside of those hours to only be with the prior consent of the adjoining residential estate's management committee.

Agreement in principle with representatives of the adjoining residential estate on the above matters was reached to enable the Council to bid for the site without them also being a competitor for the site. Apart from the additional competition, had their purchase been completed, it was likely that very considerable restrictions would have been placed on the use of the land.

3.9 The terms for the purchase by the Council of the freehold interest as set out in the confidential report and at 3.7, subject also to the restrictions set out at 3.8 above, are recommended, to secure this land for public benefit.

4. CONSULTATION

4.1 Consultation has taken place with local residents regarding the basis for the Council's possible acquisition and use of this land as set out at 3.9 above.

5 FINANCIAL IMPLICATIONS

- 5.1 There will be a capital cost to the Council for the purchase of the freehold interest as set out in the confidential report, together with initial capital costs estimated at £20,000 to bring the land back into condition as a sports field.
- 5.2 There will be on-going annual maintenance costs estimated at in the region of £5,000 per annum.

6. POLICY IMPLICATIONS/CONSIDERATIONS

- 6.1 The proposals are consistent with the policies outlined in the Strategy for Sport and Physical Activity, and support the Community Plans aims to make best use of open areas..

7. RISK ASSESSMENT

There is a risk that the land may not be brought into use for the provision of sports facilities for use by local schools and community, if the Council do not purchase the site. Legal advice is set out in the confidential report. There are also risks of not proceeding with a purchase, as identified in the report.

8. EQUALITY IMPACT/CONSIDERATIONS

The purchase of the land will ensure that it can be made available for public benefit and the provision of sports facilities for use by local schools and community.

9. LEGAL IMPLICATIONS

- 9.1 The advice of Legal Services regarding the legal status of this land was obtained prior to entering into negotiations with RCCT.

10. ENVIRONMENTAL IMPACT ASSESSMENT

The proposed use as a grass sports pitch is believed to be compatible with the wildlife that uses the area.

11. BACKGROUND DOCUMENTS

Correspondence with RCCT.

12. CONTACTS

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