

# DECISION NOTICE

Notice is given that the following decision has been taken under the Provisions set out in the Council's Constitution

**Decision maker:** Cabinet Member for Regeneration and Assets

**Date:** 13 July 2015

**Decision in the matter of:** Transfer of Broken Cross Pavilion (Jasmine Park), Macclesfield

- Decision:**
1. That approval be given for the property known as the Broken Cross Pavilion (Jasmine Park), Macclesfield and surrounding land, shown edged red on the plan attached to the report, to be transferred freehold from Taylor Wimpey Plc under the terms of a Section 106 agreement dated 24 February 2006, and subsequent variation dated 2 December 2011 between Taylor Wimpey Plc and Cheshire East Council, to Cheshire East Council.
  2. That a 125 year lease of the shown edged red on the plan attached to the report, be granted 'back to back' to Jasmine Park Community and Sports Centre Limited or an approved charity via a community asset transfer. The lease will be subject to the obligations held in the section 106 agreement, and also that the company will transfer to charitable status within 6 months of the transfer. The tenant will also take the benefit of 65% of the £120,000 or such sum once indexed as a commuted sum for maintenance. The Council will retain land and responsibility of the play areas and walkways shaded blue on the plan attached. The 125 lease will be subject to (a) a 25 year break option in favour of the tenant and (b) in the event the charity ceases to exist the lease will determine and the demise will revert back to the Council at nil consideration.

**Background:** In February 2006, Macclesfield Borough Council granted planning permission for the redevelopment of Henbury High School for the erection of 123 dwellings (05/1184P). The permission was subject to a section 106 agreement dated 24 February 2006 and subsequent variation dated 2 December 2011, which provided for the provision of Open Space which includes an area of open land, a play area, a multi use games area, a pavilion comprising changing facilities, community rooms, car park and Sports England standard pitches.

The S106 agreement requires the site shown edged red on the attached plan be transferred from Taylor Wimpey Plc to the Council. The conditions of the S106 agreement are now met and a completion certificate was issued on 2 April 2015. The Section 106 agreement includes provision of a maintenance sum which is triggered on transfer to be utilised by the Council for the ongoing repair and maintenance of the open space and Pavilion (including Car Park and Pitches) for such period as the contribution covers. The maintenance sum is specified within the S106 as being £120,000 which will be subject to Indexation; this figure is split as 35% for open space and 65% for the pavilion building.

Jasmine Park Community and Sports Centre Limited have requested that the asset is transferred to them under a Community Asset transfer by way of a long lease. The lease will include restrictions which will covenant Jasmine Park Community and Sports Centre Limited to adhere to the specific details of the S106 agreement. Furthermore there will be obligations to adhere to Safeguarding Policies, Health and Safety Policies, Volunteer Policies and any other statutory Policies which the Landlord deems necessary to run the facility.

Jasmine Park Community and Sports Centre are currently established as a Limited Company. There will be a requirement to restructure this company to a model, e.g. charitable status which will best fit the needs to the community and a business plan approved by the Executive Director for Economic Growth and Prosperity prior to completing the lease.

**Background Documents:**

The background papers can be inspected by contacting the report author.

**Approved:**

Signed .....  
Councillor Don Stockton (Cabinet Member for Regeneration and Assets)

**Date:**

13 July 2015

**Advising Officer:**

Signed .....  
Joanne Jones (Property Services Manager)

# DECISION NOTICE

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**Decision maker:** Cabinet Member for Regenerations and Assets

**Date:** 13 July 2015

**Decision in the matter of:** Sale of Land at Newall Avenue, Sandbach

**Decision:** That approval be given to accept the offer from Morris Homes for the sum of £800,000 and that Legal Services be instructed to prepare the contract documentation and proceed to legal completion on terms and conditions to be agreed by the Assets Manager and the Head of Legal Services and Monitoring Officer.

**Background:** Morris Homes has secured planning consent for a 39 dwelling residential development. This includes a provision for 30% affordable housing and financial contributions of £216,665 (circa £5,500 per dwelling) in respect of S106.

In order to get full planning consent this requires completion of a Section 106 agreement in respect of the above obligations. A s106 Agreement cannot be completed until the site is sold because the Council cannot enter into a Section 106 agreement with itself, as landowner and local planning authority, however, the Council can enter into a s111 Agreement with the proposed purchaser which would enable the planning permission to be issued and the buyer to enter into the s106 Agreement when it has an interest in the land. This is subject to the Council entering into a conditional agreement to sell the land to the proposed purchaser.

The Council will receive a capital receipt from the sale of the property which will contribute to the Councils 2015/16 disposals target, as well as providing 39 new homes (which includes 30% affordable housing).

The Councils Planning and Highways Department have both been consulted, as part of the planning application and more recently, with regards to the suitability of access from both Newall Avenue and Millpool Way (the existing Morris Homes development). It was confirmed that access via Newall Avenue is insufficient to serve a development of this nature alone and therefore recommended that only a small number of dwellings be served via Newall Avenue. In

light of this information a sale to Morris Homes is considered the only viable sale option.

A sale to a named party (Morris Homes) is recommended because the offer made by Morris Homes represents best value.

**Background Documents:**

The background papers can be inspected by contacting the report author.

**Approved:**

Signed .....  
Councillor Don Stockton (Cabinet Member for Regeneration and Assets)

**Date:**

13 July 2015

**Advising Officer:**

Signed .....  
Steve Plack (Senior Surveyor)