



Officer decision record

This form should be used to record the more strategic or higher risk executive decisions taken by officers under the scheme of delegations, where consultation with members is required, or a clear audit trail might otherwise be absent.

NOT ALL DECISIONS WILL REQUIRE THE SAME LEVEL OF DETAIL, NOR THE COMPLETION OF EVERY PART OF THE PROFORMA. THE RECORD SHOULD BE PROPORTIONATE TO THE SIGNIFICANCE AND SENSITIVITY OF THE DECISION

Directorate	Asset Regeneration & Development
Date	06 February 2020
Contact Name	Andy Bond
Telephone No	Ext 6235
Subject Matter	Land Disposal – Atkinson Drive, Newport, Land Adjacent to Earl Mountbatten Hospice
Decision Taken	<p>IWC is looking to dispose of an area of surplus land (as edged red on the attached plan) following recent disposal and redevelopment of Atkinson Drive Social Services administration building.</p> <p>This surplus land is adjacent to Earl Mountbatten Hospice (EMH).</p> <p>EMH has approached IWC as they believe that this land will provide additional car parking facilities for their service.</p> <p>An independent valuation has been jointly commissioned with a valuation figure of £15,000 on the basis of car parking use only. EMH has accordingly offered the sum of £15,000 and it is recommended that a freehold sale of land to EMH is agreed in this sum.</p> <p>Transfer to include a covenant restricting EMH use of <i>the</i> land for a motor vehicle parking facility <i>only</i></p> <p>The transfer will include a covenant in the event that an alternative, more valuable use, is agreed within 10 years of the transfer of this land an overage payment equivalent to 100% of any uplift in value will be payable to the Council. If such a use is agreed after 10 years but within 20 years then an overage payment equivalent of 50% of the</p>

uplift in value will be payable. After 20 years no overage payment will be payable.

Completion will be conditional upon obtaining planning permission for motor vehicle parking facility upon terms reasonably acceptable to the EMH. EMH will apply for that planning permission and pursue that application with due diligence

Relevant Background Considerations

The redevelopment of the adjacent site has been completed in partnership with Southern Housing to create additional social housing.

Part of this site was deemed by planning as unsuitable for redevelopment. This area has remained with IWC freehold ownership.

The surplus land is estimated to be 0.25 acres (10,900sq ft) or approximately 0.1 hectare.

Consultation Undertaken

A valuation has been undertaken by two independent qualified valuation surveyors for an open market valuation of the land in accordance with RICS red book valuation standards.

The Planning Officer has, without carrying out a site inspection, stated that 'It would be very difficult to envisage any form of residential development on this constrained area of land'

The adjacent Hospice, Atkinson House and existing housing all form development constraints to the site.

High conifers on the southern boundary of the site cause shade and dominance issues for the neighbouring existing housing and would be a further issue for any residential redevelopment. These conifers represent an ongoing maintenance liability to the land owner.

Options Considered and Reasons for the Decision

Planning department has stated that any other redevelopment options for this site are limited due to site restrictions as previously noted. An overage clause is included within the agreement should this situation change in the future. Thereby allowing IWC to gain from any uplift in the value of the land.

A further option could be to offer the land to adjacent neighbouring property owners. This would allow the neighbours to extend their gardens and possibly increase the value of these properties. It is likely that this increase in value would not be greater than the social benefit received from the increase in EMH car parking capacity. This option has been investigated but has not produced offers that are considered suitable for recommendation.

Leaving the land as it is will require ongoing maintenance by the land owner. The land in its current condition offers very limited options for use.

Redeveloping this land as car parking facilities for use by the general public would require capital investment by IWC and it is unlikely that it would be used as public parking due to its location. Rather it is likely to primarily be used by staff and visitors attending EMH. Existing public car parking facilities in the area appear to be of sufficient level at present.

Whilst IWC would not normally consider a freehold disposal in such circumstances, in this case the land is difficult to access except by adjacent owners, it is of relatively low value. Any potential rental would be limited, EMH will only acquire freehold and the council is protecting its future position with an overage clause.

Legal Implications

Heads of Terms have been agreed with EMH and will be sent to the legal team to prepare the lease documentation. See enclosed.

Financial Implications

IWC will receive a capital payment of £15,000 for the disposal of this land to EMH. This may increase should a redevelopment opportunity arise in the future.

EMH have agreed to pay for all legal costs related to this transaction.

The site at present generates no other income.

The land is steadily becoming overgrown and will in time require attention. The large conifer trees on site have been considered in the past as they represent an intrusion issue to the neighbouring residents. A quote for extensive trees works was obtained in July 2009. Estimated costs were then £9,840. These works were not carried out at the time and remain outstanding. Costs for which are likely to have increased significantly.

Risk Management

There is a possible health and safety risk caused by uncontrolled vegetation growth and decay. This could be risk to site intruders as well as risk to neighbouring properties.

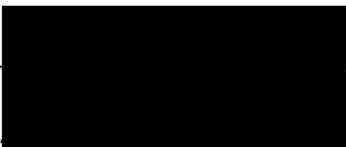
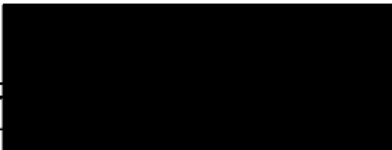
Forgoing this capital receipt may result in opportunity loss to other IWC provisions.

Likely ongoing site maintenance costs will be required.

Section 17 Crime &
Disorder Act 1998

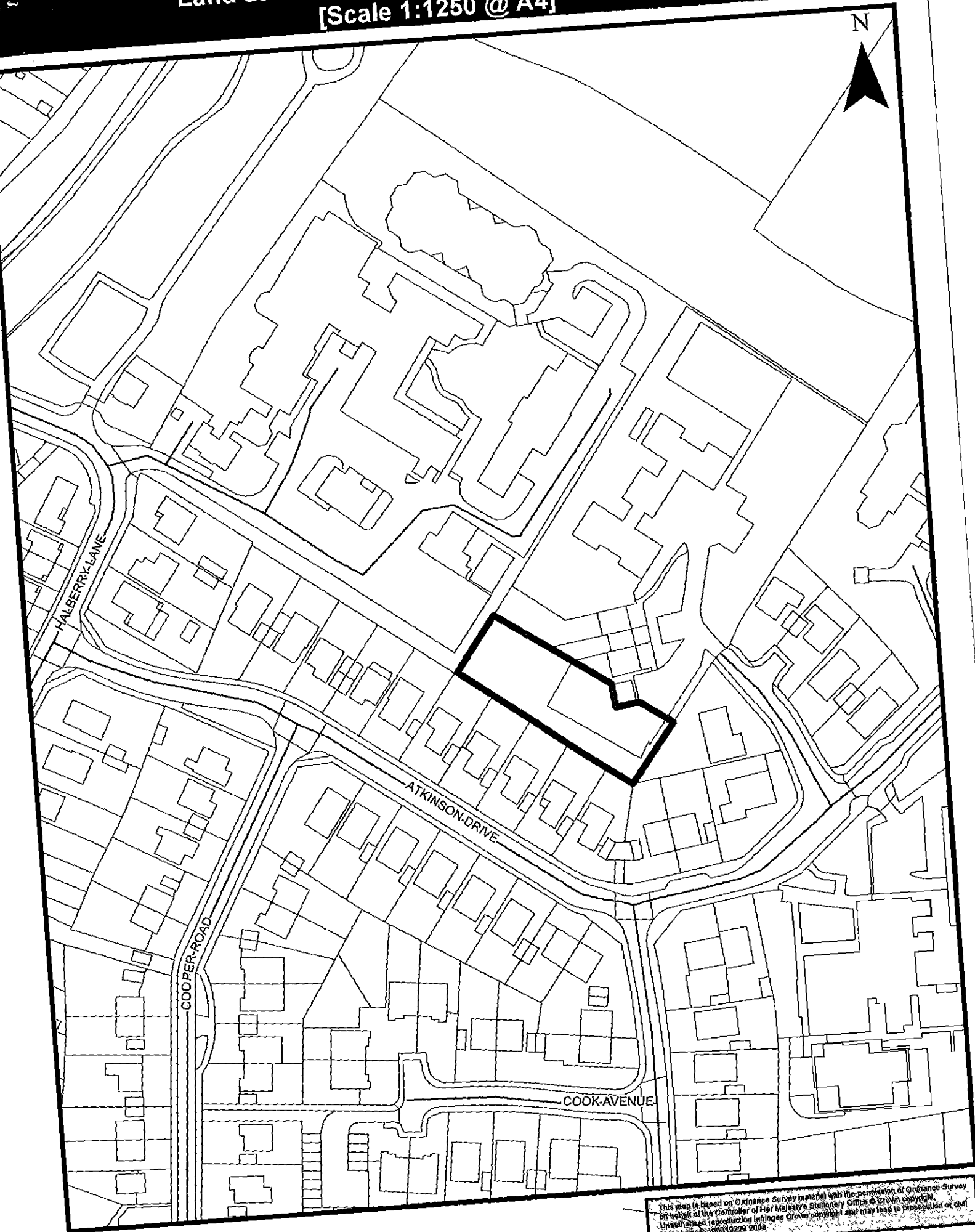
Permitting EMH to acquire this land will reduce the future risk of anti-social behaviour occurring in this area and will improve the environmental conditions.

Further environmental conditions will improve as staff and service users will be able to park closer to EMH facilities. This in turn, will improve disabled access to EMH which is an important consideration given the service provided by EMH to its clients and family.

Signed:		Date:	<u>12/2/20</u>
I have consulted on the above decision, (for use if it is considered appropriate to consult the relevant Member in taking a decision).			
Signature of relevant Cabinet Member (If required)			
Signed:		Date:	<u>11/02/20</u>

Land at Atkinson Drive, Newport (1,149 m²)
[Scale 1:1250 @ A4]

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[ON HEADED NOTEPAPER OF NAME OF SELLER]

[DATE]

Dear Mr Michael Edmonds

FROM: Isle of Wight Council

TO: Earl Mountbatten Hospice

(A) Isle of Wight Council intends to sell Earl Mountbatten Hospice land at Atkinson Drive, Newport, Isle of Wight on the following heads of terms. These heads of terms are not intended to create any legally binding obligations. They are subject to contract, and approval of the board of Isle of Wight Council.

(B) The heads of terms are confidential to the intended parties to the proposed sale and to their professional advisors.

(C) The documentation for the proposed sale may contain further terms as Isle of Wight Council may require, including additional terms on matters that are covered in this document.

AGREED TERMS

1. Seller

Isle of Wight Council
County Hall
High Street
Newport
Isle of Wight
PO30 1UD

2. Buyer

Earl Mountbatten Hospice
Halberry Lane
Newport
Isle of Wight
PO30 2ER
Registered charity No 1039086
RCN2929267

3. Property

Land adjacent to Atkinson Drive Newport. Title Number IW69563. A plan is attached showing the property edged in red

4. Purchase price

4.1 The purchase price will be £15,000, exclusive of any VAT that may be payable on the transaction

4.2 A deposit of £1,500 will be payable on exchange of contracts. The balance will be payable in full on completion

5. Title

The property will be sold with vacant possession on completion

5.1 The seller will retain land adjoining the property currently known as 29a and 29b Atkinson Drive.

5.2 The transfer will reserve the following rights over the property.

To only use the land as a motor vehicle parking facility

5.3 The transfer will grant the following rights over the seller's adjoining land for the benefit of the property: none

5.4 The transfer will include a covenant by the buyer on behalf of itself and its successors in title restricting the use of the property to motor vehicle parking facility. In the event that an alternative, more valuable use, is agreed within 10 years of the transfer of this land an overage payment equivalent to 100% of any uplift in value will be payable to the Council. If such a use is agreed after 10 years but within 20 years then an overage payment equivalent to 50% of the uplift in value will be payable. After 20 years no overage payment will be payable.

6. Exchange and completion

6.1 The parties will endeavour to exchange contracts within 40 working days of the buyer's conveyancer having received the contract documentation from the seller's conveyancer

6.2 The parties will endeavour to agree a completion as soon as possible after exchange of contracts

7. Conditions for completion

Completion will be conditional upon obtaining planning permission for motor vehicle parking facility upon terms reasonably acceptable to the buyer. The buyer will apply for that planning permission and pursue that application with due diligence

8. Costs

The buyer will be responsible for the seller's reasonable legal costs in connection with the transaction subject to a maximum of £1,000 plus VAT

9. Conveyancer

9.1 The seller's conveyancer is Isle of Wight Council Legal Department, for the attention of Ben Gard

9.2 The buyer's conveyancer is for the attention of Raj Sangha of Glanvilles Damant LLP, Unit 1 – 4 The Courtyard, Monks Brook, Newport, Isle of Wight, PO30 5BF,

Schedule 1
[Occupational Leases]

Date	Description	Parties