

## **EAST AYRSHIRE COUNCIL**

**CABINET –17 JUNE 2009**

### **EXCAMBION OF LAND ADJACENT TO LITTLEMILL PRIMARY SCHOOL, DRONGAN**

#### **Report by Executive Head of Finance and Asset Management and Executive Director of Educational and Social Services**

#### **1. PURPOSE OF THE REPORT**

- 1.1** To declare surplus to requirements land extending to 647 square metres or thereby as shown hatched on the attached plan, authorise the disposal of same to John McCaig and Sons Limited and authorise the acquisition of the former Littlemill School House and associated land extending to 647 square metres or thereby shown crosshatched on the attached plan from John McCaig and Sons Limited.

#### **2. BACKGROUND**

- 2.1** The School Board of the Parish of Coylton acquired an area of ground at Littlemill extending to 2 roods 0.57 poles in 1912 for the formation of Littlemill Primary School and schoolhouse. An additional area of ground extending to 0.772 acres was thereafter acquired at the locus by the County Council of the County of Ayr in 1948 for the purpose of an extension to the original school.
- 2.2** The Council thereafter disposed of the former schoolhouse and associated land extending to 647 square metres or thereby in 1998 on the basis that same was no longer required for operational purposes. Since that time the property has changed hands on several occasions but remains undeveloped and is in a deteriorating condition. The current proprietors are John McCaig and Sons Limited who acquired the property by public auction on 15<sup>th</sup> May 2008
- 2.3** The Cabinet of the Council at its meeting of 19<sup>TH</sup> March 2008 agreed to retain Littlemill Primary School and Nursery Class as a separate establishment in it's current accommodation. Concerns were expressed during the decision making process regarding the dilapidated condition of the former schoolhouse and the adverse effect that this was having on one of the school buildings and also the safety of children going to and from the playground. It was further agreed by Cabinet that a further report would be brought back to Cabinet on options for a long term solution for the sustainability of the existing buildings as a modern educational establishment.

### **3. PRESENT POSITION**

- 3.1** Following the decision of Cabinet on 19<sup>th</sup> March 2008 and the acquisition of the school house site by the current proprietors on 15<sup>th</sup> May 2008 negotiations have been ongoing with the proprietors with a view to identifying a solution which would address the concerns expressed by Cabinet as to the condition of the former school house and it's impact on the school property. A solution has been identified and agreement reached which would allow the Council to re-acquire the former school house in exchange for the disposal by the Council of an area of ground within the current playground area to the current proprietors for the erection of an alternative dwelling house.
- 3.2** The provisional agreement reached is that the Council disposes the area of ground extending to 647 square metres or thereby (hatched on the attached plan) to John McCaig and Sons limited and acquires the former school house and associated area of ground extending to 647 square metres or thereby (crosshatched on the attached plan) from John McCaig and Sons Limited. The excambion agreement will be subject to John McCaig and Sons Limited obtaining planning consent within an agreed timescale for the erection of a residential dwelling house on the existing school site. The Council will be responsible for erecting fencing separating both sites.
- 3.3** John McCaig and Sons Limited have in advance of agreement being finalised as to the terms of the excambion carried out at their own expense site investigations with the consent of the Council on the existing school site to assess it's suitability for residential development. In addition the Council has with the consent of John McCaig and Sons Limited instructed a structural survey to be carried out on the existing school house with a view to applying for a demolition warrant which would allow the school house to be demolished again with the consent of the owners during the forthcoming school holiday period which would minimise disruption to the school and reduce any health and safety issues likely to arise during the demolition period. One of the terms of the provisional agreement is that the Council will meet the initial survey and demolition costs. However in the event of the excambion not proceeding these costs will be repaid by John McCaig and Sons Limited with the Council repaying the costs incurred by John McCaig and Sons Limited in respect of the site investigations carried out by them on the existing school site.
- 3.4** A Dangerous Building Notice was served on John McCaig and Sons Limited on 30th April 2009 requiring them inter alia to instruct a structural survey report and carry out any remedial action identified therein. The survey instructed by the Council and the subsequent demolition of the schoolhouse will address the requirements of the Dangerous Building Notice.
- 3.5** The Local Members have been consulted and no adverse comments have been received.

#### **4. FINANCIAL IMPLICATIONS**

**4.1** The conclusion of an excambion agreement in the manner proposed will allow the Council to develop a long term solution to ensure the sustainability of Litemill Primary School and Nursery Class in it's present location within a secure environment and will remove the current heath and safety issues arising from the condition of the current school house and the requirement for children to cross the school house grounds to the playground. It is considered that any alternative solution whereby the school house site remained in private ownership would have wider cost implications for the Council both in terms of initial capital outlay and ongoing revenue costs.

**4.2** Consideration has been given to the extraordinary development costs associated with both sites and it is considered by the Executive Head of Finance and Asset Management that they are equal in value. As a result there will be no financial transfer in this transaction.

**4.3** Given the foregoing, the negotiated position represents the Best Value option to the Council.

#### **5. LEGAL IMPLICATIONS**

**5.1** The conclusion of missives for sale and acquisition and the subsequent conclusion of an excambion agreement will ensure that the Council re-acquires title to the former school house site to facilitate it's development proposals at Littlemill Primary School. The Solicitor to the Council will ensure that the terms of any concluded missives and subsequent title transfer adequately protect the interests of the Council.

#### **6. POLICY AND COMMUNITY PLANNING IMPLICATIONS**

**6.1** The proposed transaction will enable the Council to progress plans for the development of Littlemill Primary School and Nursery Class in accordance with existing Cabinet Authority.

**6.2** Whilst there are no Community Planning implications arising directly from this report the development of Littlemill Primary School will assist the Council in meeting all four Community Planning themes namely :- Promoting Lifelong Learning; Delivering Community Regeneration; Improving Community Safety; and Improving Health and Wellbeing.

#### **7. ASSET MANAGEMENT IMPLICATIONS**

**7.1** The proposed transaction meets the Council's policy objectives in respect of Asset Management.

#### **8. PROPOSED TERMS AND CONDITIONS OF THE CONTRACT OF EXCAMBION**

**8.1** As outlined in Section 4.3 above there shall be no financial transfer involved in this transaction.

- 8.2** The transaction will be subject to John McCaig and Sons obtaining planning consent for development of the school site for residential development for one house only within an agreed timescale.
- 8.3** The date of entry will be within an agreed timescale after the grant of planning consent .
- 8.4** The expenses of site investigation work on the school site will be met by John McCaig and Sons Limited and the expenses of obtaining a structural survey and associated demolition warrant together with demolition expenses in respect of the school house site will be met by the Council. Should the excambion not proceed the Council will refund to John McCaig and Sons the expenses incurred by them in respect of the school site and John McCaig and Sons will refund to the Council the expenses incurred by them in respect of the school house site.
- 8.5** The Council shall be responsible for the erection of the boundary fencing to a it's own specification. Thereafter, responsibility for maintenance will remain with the Council.
- 8.6** Each party shall be responsible for their own Legal fees and outlays in relation to the transaction.
- 8.7** The Solicitor to the Council shall include any other terms and conditions as deemed necessary in order to protect the interests of East Ayrshire Council.

## **9. RECOMMENDATION**

### **9.1** It is recommended that Cabinet:-

- (i) Declare surplus to requirements land extending to 629 square metres or thereby as shown hatched on the attached plan and authorise the disposal of same to John McCaig and Sons Limited.
- (ii) Authorise the acquisition of the former school house and land extending to 647 square metres or thereby shown crosshatched on the attached plan from John McCaig and Sons Limited.
- (iii) Authorise the Solicitor to the Council to conclude missives and thereafter conclude the transaction on the terms and conditions detailed in this report and on such other terms and conditions deemed necessary to protect the interests of the Council.
- (iv) Authorise the proposed demolition of the school house work subsequent to conclusion of missives but prior to conclusion of the transaction.

- (v) Due to the timescales involved agree that authorisation be given to implement the recommendation in (iv) above prior to any consideration by the Governance and Scrutiny Committee as to delay implementation would seriously prejudices the Council's ability to ensure demolition can take place within the school holiday period as proposed.

Alex McPhee  
Executive Head of Finance  
and Asset Management

Graham Short  
Executive Director of Educational and  
Social Services

AG/SMCV/RG  
4<sup>th</sup> June 2009

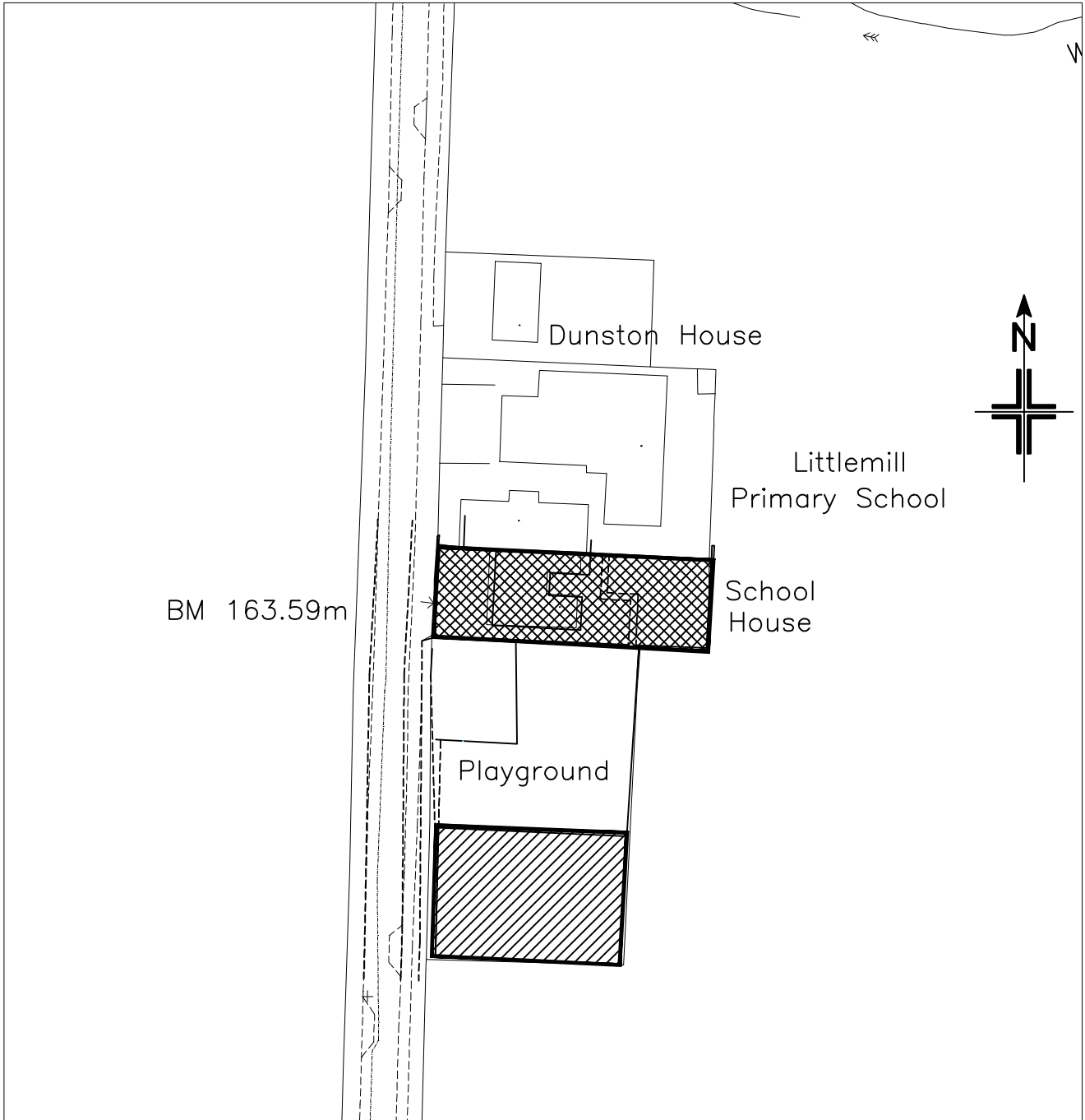
#### **BACKGROUND PAPERS –**

##### **Cabinet Paper of 19<sup>th</sup> March 2008**

For further information, please contact – Robin Gourlay, Educational and Social Services on 01563 576089; Sam McVie, Estates Management on 01563 503477 or Anna Gallagher, Legal Services on 01563 576170

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# CABINET REPORT PLAN



1:1000



Ground to be excambed is part of the playground shown hatched black (647 sq m.) in exchange for the derelict school house and ground shown crosshatched black (647 sq m.)

TITLE  
 GROUND AT  
 LITTLEMILL PRIMARY SCHOOL  
 LITTLEMILL ROAD  
 RANKINSTON  
 KA6 7HJ



## LAND SURVEY

Alexander McPhee ACMA  
 Head of Finance and  
 Asset Management

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