

**APPENDIX III**

**EAST AYRSHIRE COUNCIL**

**QUEENS DRIVE, KILMARNOCK - AD HOC SUB-COMMITTEE OF THE POLICY  
AND RESOURCES COMMITTEE**

**MINUTES OF MEETING HELD ON MONDAY 10 NOVEMBER 1997 AT 1505  
HOURS IN MEETING ROOM 1, COUNCIL HEADQUARTERS, LONDON ROAD,  
KILMARNOCK**

**PRESENT:** Councillors David Sneller and Douglas Reid; Provost Robert Stirling and Councillor Eric Jackson.

**ATTENDING:** Robert McLeary, Head of Property Services; David Mitchell, Principal Solicitor and Julie Armstrong, Senior Administrative Officer.

**CHAIR:** Councillor David Sneller, Chair.

**EXCLUSION OF PRESS AND PUBLIC**

1. The Sub-Committee resolved that under Section 50A(4) of the Local Government (Scotland) Act 1973, as amended, the Press and public be excluded from the meeting for the following items of business on the grounds that they involved the likely disclosure of exempt information as defined in Paragraph 9 of Schedule 7A of the Act.

**LAND WITHIN COUNCIL OWNERSHIP AT QUEENS DRIVE, KILMARNOCK -  
DEVELOPMENT PROPOSALS (Item 5.2, Page 2277)**

2. There was submitted a report dated 6 November 1997 (circulated) by the Director of Support Services which sought authority to dispose of land at Queens Drive, Kilmarnock to THI PLC, London.

It was agreed, in accordance with the Partnership Agreement entered into with G & M Estates Limited:-

- (i) to dispose to THI PLC for the price agreed land within Council ownership at Queens Drive, Kilmarnock forming part of a conjoined site incorporating additional land owned by G & M Estates Limited;
- (ii) to THI PLC being granted a formal option exercisable within one year from taking entry to the land required for the Phase 1 development to acquire additional land within the ownership of G & M Estates Limited at the price agreed; and
- (iii) that (i) and (ii) above be subject to (a) the planning consent being confirmed and the purchaser complying with the conditions attached to the planning consent; (b) the Council entering into a formal Legal Agreement with Glenfield Bowling Club to relocate the Club to an alternative site, and the Club being allowed to continue in occupancy of the existing Clubhouse until alternative facilities are available and (c) the Head of Legal Services including any other conditions deemed necessary to safeguard the interests of East Ayrshire Council.

**LAND AT QUEENS DRIVE, KILMARNOCK - PROPOSED RELOCATION OF  
GLENFIELD BOWLING CLUB (Item 5.2, Page 2277)**

3. There was submitted a report dated 6 November 1997 (copy enclosed) by the Director of Support Services which sought authority to enter into a formal Legal Agreement with Glenfield Bowling Club regarding the relocation of the Club to an alternative site.

It was agreed, in accordance with the Partnership Agreement entered into with G & M Estates Limited:-

- (i) to G & M Estates Limited transferring at a nominal consideration land at Queens Drive, Kilmarnock, within the company's ownership to Glenfield Bowling Club on condition that a title restriction was imposed whereby the use of land be restricted to a Bowling Clubhouse/Green, with associated parking, and a right of pre-emption be included whereby ownership of the land/buildings erected thereon reverts to the partnership comprising G & M Estates Limited and the Council, or their successors, should the subjects cease to be used as a Bowling Clubhouse/Green; and
- (ii) to enter into a formal Legal Agreement with Glenfield Bowling Club to provide the Club with a new Clubhouse, equipment store, bowling green and associated car parking on land at Queens Drive referred to above, subject to the costs including fees not exceeding the sum stated in the report, and subject to: (a) THI PLC proceeding with the acquisition of land at Queens Drive from the Council on the terms and conditions proposed; (b) planning permission being granted for the construction of a new clubhouse, equipment store, bowling green and associated car parking on the proposed relocation site; (c) Glenfield Bowling Club waiving their right to enter into a long term lease of the ground currently leased to the Club, and (d) the Head of Legal Services including any other conditions deemed necessary to safeguard the interests of East Ayrshire Council.

The meeting terminated at 1515 hours.