

# **APPENDIX U**

## **WAVERLEY BOROUGH COUNCIL**

**EXECUTIVE – 2 JULY 2013**

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**Title:**

**PROPERTY MATTERS**

**[Portfolio Holders: Cllrs Mike Band, Keith Webster  
and Julia Potts]**

**[Wards Affected: Farnham, Wrecclesham & Rowledge, Haslemere, Critchmere  
& Shottermill and Godalming Central and Ockford Wards]**

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**Note pursuant to Section 100B(5) of the Local Government Act 1972**

Annexes to this report contain exempt information by virtue of which the public is likely to be excluded during the items to which the report relates, as specified in Paragraph 3 of the revised Part I of Schedule 12A to the Local Government Act 1972, namely:-

Information relating to the financial or business affairs of any particular person (including the authority holding that information).

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**Summary and purpose:**

To consider a number of property-related issues in the borough outlined below.

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**How this report relates to the Council's Corporate Priorities:**

The proposals contained within this report will contribute towards a number of the Council's corporate priorities:-

- Value for Money –
  - Rowledge Bowling Club – The proposal will assist the Club to ensure that it maintains a high quality provision of sports facilities in the borough at no cost to Waverley. It will also ensure our activities are customer focused whilst providing good value for money.
  - Long Island, Haslemere – The easement, by providing a capital sum to Waverley, ensures that we are using our resources effectively to support our services.
  - Engine House, Sicklemill House, Haslemere – The sale of the Engine House would provide Waverley with a capital sum for a building that has no operational purpose.
- Leisure and Lives –
  - Rowledge Bowling Club – The surrender and renewal of Rowledge Bowling Club's lease is in accordance with the Council's Corporate Priorities to support opportunities for all to take part in sport, recreation and other leisure activities to promote health and well-being for all.
- Understanding Residents' Needs –
  - Long Island, Haslemere – The easement will ensure that the roadway to Waverley's properties is improved and managed for the future.

- Environment –
  - Land at Moss Lane, Godalming - The lease will provide security of tenure so that the lessee can invest in improving the environment of Moss Lane.

**Financial Implications:**

Resource implications are set out in the (Exempt) Annexes to this report but specific details are noted below.

- Rowledge Bowling Club – By the end of the lease, Waverley will receive a market rent for the premises that will be reduced by an amount to take into consideration the work undertaken by the Club that would otherwise be the Council’s responsibility. The net benefit to Waverley is indicated in (Exempt) Annexe 1. The proposals should also help attract significant capital grant funding to the Borough
- Long Island, Haslemere – Waverley will receive a capital sum for granting this easement that can assist with future estate maintenance in the area
- Engine House, Sicklemill House, Haslemere – The sale of the property will dispose of a surplus asset at a price reflecting its condition and position.
- Land at Moss Lane, Godalming – This proposal would provide Waverley with modest additional income and secure environmental improvements at no cost to Waverley. The detailed financial implications are set out in the (Exempt) Annexe.

**Legal Implications:**

- Rowledge Bowling Club – The surrender and renewal of the lease will be prepared by the Council’s legal services.
- Long Island – The applicant will meet the Council’s legal costs.
- Engine House, Sicklemill House, Haslemere – The applicant is to pay the Council’s legal costs.
- Land at Moss Lane, Godalming – Officer time will be required in drafting the lease

**1. Introduction**

1.1 Authorisation is sought for the property-related issues detailed individually below.

**2. Surrender and Renewal of Lease, Rowledge Bowling Green, Rowledge Recreation Ground, Farnham**

2.1 Rowledge Bowling Club is viewed as the exemplar of sports clubs in the borough. It manages the green and pavilion without financial support from Waverley while providing a facility for the locality.

2.2 The club’s present lease will expire in 2020. It proposes to undertake major works in relaying the green and providing better disabled access. Given the cost of the works, the grant bodies will require a longer lease than the club

has at present. In order to ensure that the club does not have to request a further surrender and renewal in a few years' time, it is considered reasonable to provide them with a 40 year lease that will expire around the same time as the lease to the adjoining cricket club.

- 2.3 It is proposed that the new lease should be in the standard form for sports facilities leases by setting out those areas that the tenant should maintain throughout the term of the lease but also allowing for a Service Level Agreement that can be modified over the term to meet changing needs. These terms and conditions are set out in the (Exempt) Annexe 1.

### **3. Easement of Access to Long Island, Border Road, Haslemere**

- 3.1 Waverley owns Border End (shown hatched on the plan at Annexe 2a) and part only of the private road to its front, the other part being owned by Long Island (shown outlined). Over the years, the owners of Long Island have not prevented the properties that back onto their part of the roadway opening vehicular accesses onto it. They have also not maintained their part of the road, which has deteriorated significantly over time. As Waverley does not own the whole width of the road, it has not been able to maintain it adequately. The road is now in poor order.
- 3.2 The owners of Long Island have obtained planning permission to construct seven houses within the garden of their property. As their right of access over Waverley's part of the road is limited to what is on their property at present, they will require an easement that will allow for access to the new houses. Terms and conditions for the easement have been provisionally agreed on the basis set out in (Exempt) Annexe 2b. These terms will include the requirement to bring the whole of the private road up to an agreed standard and set out a basis of maintenance for the future.
- 3.3 Waverley will also obtain a capital sum for the easement. The land in question is held by the Housing Revenue Account and this money will assist in the maintenance of Waverley's residential estate.

### **4. Sale of Engine House, Sicklemill House, Sturt Road, Haslemere**

- 4.1 The Engine House is a two storey, small brick building that forms part of the wall of the mill race. It formerly used the waters of the race to provide energy for Sicklemill but is now empty of all machinery.
- 4.2 When considering green energy production for the refurbishment of the Herons, the consultants looked at using the Engine House. However, they concluded that it would not be a suitable structure for their purposes.
- 4.3 The owners of 1 Sicklemill have requested to purchase the Engine House. Entrance to the first floor is through their garden and the building would provide them with extra storage.

- 4.4 As matters now stand, maintenance of the Engine House is problematic for Waverley. It serves no useful purpose and all access to the premises is over private land for which notice must be given. Despite a requirement in the sale of 1 Sicklemill House to allow access for the general public to the Engine House should it be requested, this has never occurred since the dwelling was sold under the Right to Buy in 2001. Following the collapse of the opposite wall of the mill race in 2012, it is clear that the Engine House could be a considerable liability for Waverley. It would therefore seem logical to sell the property to the adjoining owner, who could then ensure that it is adequately maintained.
- 4.5 Proposed terms and conditions for the sale of the Engine House are set out in (Exempt) Annexe 3.

## **5. Lease of Land at Moss Lane, Godalming**

- 5.1 The land shown outlined on the plan at Annexe 4a was given to Waverley by Surrey County Council as part of the land swap for the creation of Flambards Way. At that time, Waverley was considering creating a service road to shops in the High Street: however, this did not proceed.
- 5.2 The land is a small open space that is in a poor state of repair. It is used by the Friday Market as an access route and is parked on by local traders. Should the land to the rear be developed, this land could prove valuable as an access into that site, though there are no known plans for such a development at present.
- 5.3 The owners of Weycolour House would like to take a lease of 50 years of the land in order to create a better environment for the property and to protect their fire escape. They propose to invest around £12,000 in providing landscaping for the area. Proposed terms and conditions for the lease are set out in the (Exempt) Annexe 4b.
- 5.4 The owners would like a long lease in order to justify their capital expenditure. Given that, from Waverley's point of view, the land is more of a management liability than benefit, this would appear to be a cost effective way of ensuring that the land is adequately maintained for both the benefit of the lessee and the local environment. A lease will protect Waverley's interest should the land be required by a third party to develop the adjoining land.

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## **Recommendation**

It is recommended that

1. the Rowledge Bowling Club be granted a surrender of their existing lease and a grant of a further lease of 40 years on terms and conditions as set out in (Exempt) Annexe 1, other terms and conditions to be agreed by the Estates and Valuation Manager;

2. an easement of access be granted to Long Island, Border Road, Haslemere, on terms and conditions set out in (Exempt) Annexe 2b, other terms and conditions to be negotiated by the Estates and Valuation Manager;
3. the Engine House at Sicklemill House be sold to the owners of 1 Sicklemill House on terms and conditions set out in (Exempt) Annexe 3, other terms and conditions to be negotiated by the Estates and Valuation Manager; and
4. a lease to the owners of Weycolour House be granted on terms and conditions set out in (Exempt) Annexe 4b, other terms and conditions to be negotiated by the Estates and Valuation Manager.

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### Background Papers

There are no background papers (as defined by Section 100D(5) of the Local Government Act 1972) relating to this report.

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