

REPORT FROM: DIRECTOR OF RESOURCES

TO: BARROWFORD AND WESTERN PARISHES COMMITTEE

DATE: 7TH AUGUST 2024

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MALT KILN CAR PARK, BARROWFORD

PURPOSE OF REPORT

To recommend that Members approve a request from Heritage Trust North West:

- To grant consent to a sub-lease of 10 x car parking spaces on the car parking area, lying adjacent to the Malt Kiln in Barrowford.
- To grant consent to install a bridge across a sewer from Council land to land owned by Heritage Trust North West to enable vehicular access.

RECOMMENDATIONS

- (1) That Members grant consent for the tenant to sub-lease part of the site in relation to 10 car parking spaces on the Malt Kiln car park and installation of bridge access.
- (2) That Members consider whether to seek:
 - a.) a Premium from The Trust for the consents above; or
 - b.) whether Members would wish to waive the requirement for a Premium to be paid to the Council, on the basis that the Trust will invest the whole of the monies it receives, as a Premium payment from the proposed sub-tenant (£10,000) into the Pendle Heritage Center and Higherford Mill projects.

REASONS FOR RECOMMENDATIONS

- (1) To assist the Heritage Trust in securing a disposal of the Malt Kiln building and use of adjacent land.
- (2) To either:
 - a.) generate a capital receipt to the Council; or
 - b.) allow for the Trust to invest the Premium it is to receive into the above local heritage projects.

1. The land shown edged with a thick black line on the attached plan, is currently leased to Heritage Trust North West for car parking use, by way of a long lease for a term of 999 years. The Trust paid a premium of £8,125 to the Council on the 13th January 2003. The lease has a total prohibition on the underletting or parting with possession of the land.
2. The Trust are in the process of disposing of the Malt Kiln building and the Trust have a potential purchaser who requires dedicated parking. The Trust have requested consent from the Council, to be allowed to offer a long sub-lease (remainder of the 999 year term granted in 2003 less one day) of part of the site to the proposed purchaser for parking, see land identified with a dashed line on the attached plan.
3. The Trust will retain the remainder of the site for car parking for visitors to nearby Heritage Trust buildings, and have also asked for consent to install a bridge across a sewer which crosses the land to allow for vehicular access onto adjacent land owned by the Trust, see position marked X on the attached plan.
4. A disposal of the building with a similar long sub-lease term for dedicated and secure, long term car parking, will increase the ability to secure a sale of the building and ensure its long term sustainability.
5. The Trust have confirmed that the potential purchaser of the building has agreed to pay a Premium of £10,000 for the sub-lease.
6. The Trust currently makes charges for use of the car park by members of the public, using an automatic number plate recognition system to record entry and use of the spaces. The Trust reinvests the income generated into its local activity with heritage projects, which is beneficial to the local community.
7. The Council would normally consider charging a Premium to a commercial tenant, for the grant of consent to vary a restrictive covenant which would generate a benefit, capital receipt or income resulting from the variation.
8. If Members resolve to charge a Premium it is suggested that a commercial tenant might be asked to pay a Premium to the Council around 20% and in certain circumstances in excess of this figure, of the Premium it is to receive.
9. The Trust is however a charitable organization who works closely with the Council and therefore Members are asked to consider whether to demand such a Premium or whether to waive a Premium in this case, but on the basis that the £10,000 it will receive is invested into the Pendle Heritage Centre and Higherford Mill projects.

IMPLICATIONS

Policy: No policy implications are considered to arise directly from this report.

Financial: If Members decide to demand a Premium then it will generate a capital receipt for the Council at whatever level Members deem appropriate. If Members decide to waive a Premium, then the monies the Trust will receive will be invested into other local heritage projects, thus benefitting the local community.

Legal: Consent to vary the long lease would be required, in part, to relate to the area identified only for the sub-lease. The Trust has agreed to bear the Council's legal fees.

Risk Management: No risk management implications are considered to arise directly from this report.

Health and Safety: No implications are considered to arise directly from this report.

Sustainability: The sale of the Malt Kiln building for operational use should secure the long term future of this heritage building. Any further delays to the grant of consent may result in the loss of the current purchaser.

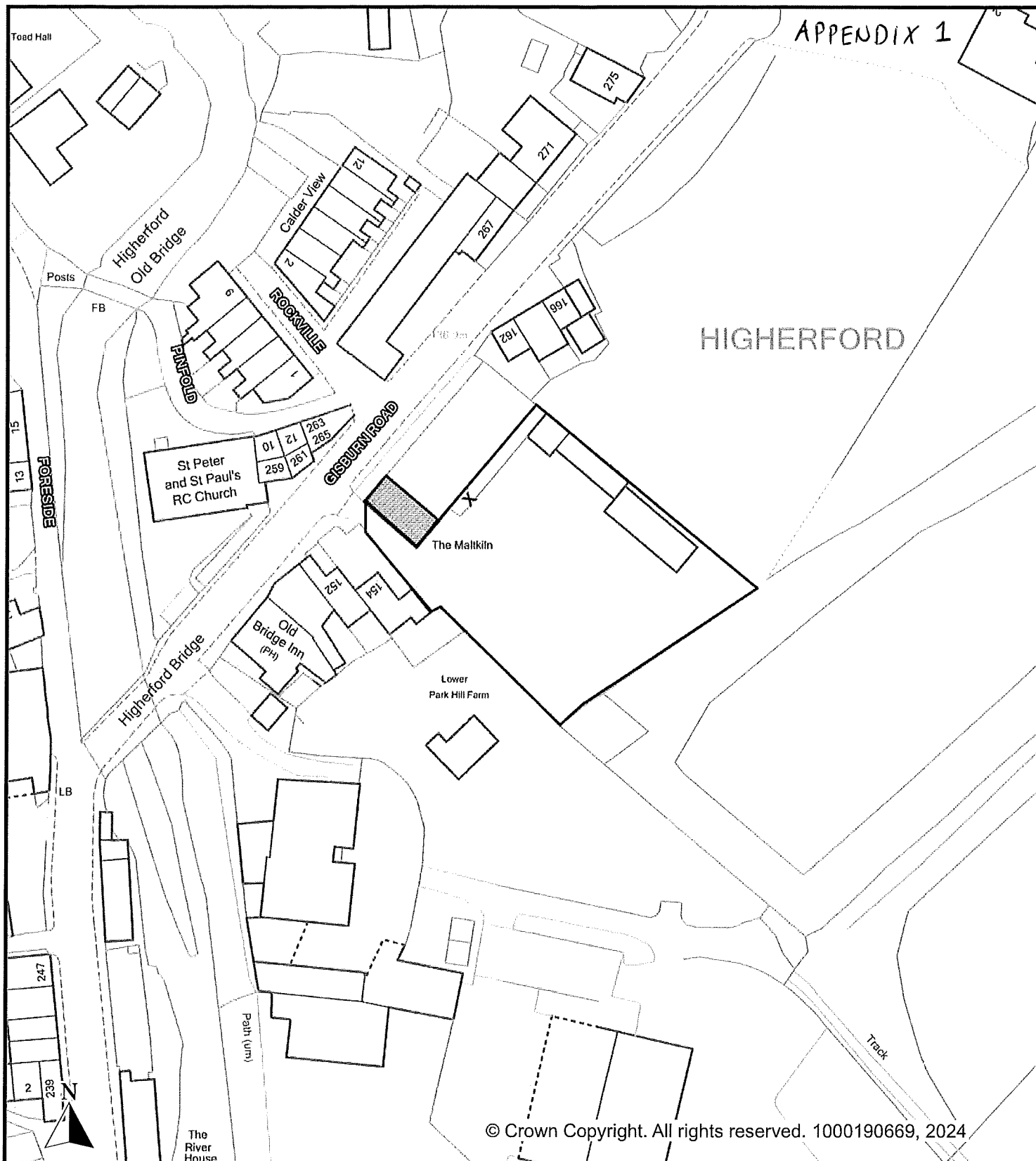
Community Safety: No implications are considered to arise directly from this report.

Equality and Diversity: No implications are considered to arise directly from this report.

APPENDICES

Appendix 1 - Location plan showing the extent of the Council's ownership, the land leased to Heritage Trust North West and the area proposed to be sub-let.

LIST OF BACKGROUND PAPERS: None.



Description

CAR PARK AT MALT KILN, BARROWFORD

Area edged black: PBC owned car park, leased to Heritage North West
 Area shown hatched: Malt Kiln building currently advertised for sale
 Approximate location of proposed bridge: Shown marked "X"

Scale 1:1000

Drawing No.

E/BF/MKCP/1

Drawn By
R.P-K

Date
July 2024

CAD Reference



Pendle
Borough Council

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