

Council as Trustees – 18 April 2011

Deed of Dedication – Willenhall Memorial Park

Service Area: Green Space Services

Ward: Willenhall South

1. Summary of report

The purpose of this report is to inform the Council, as the Trustee of the Memorial Park (Registered Charity 522781) known as the Willenhall Memorial Park, of the progress that is being made by the Council's Green Space Services in delivering the £765,000 Children's Play Fund Project which is due to be completed later this year. This includes works to Willenhall Memorial Park which forms the final phase of the three year project.

This report seeks approval from the Trustees of the Charity to approve the entering into of a Deed of Dedication, **Appendix A** to this report, for the purpose of securing the project onwards from April 2011.

2. Recommendations

- 2.1 That Council, acting as Trustees of Willenhall Memorial Park, approve the entering into of a Deed of Dedication and agree to the terms thereof, for the purpose of safeguarding £200,000 external funding from the Big Lottery Fund.
- 2.2 That the Council, acting as Trustees of Willenhall Memorial Park, note and acknowledge that they are agreeing not to sell, transfer or otherwise part with possession of the land which forms the park, or use the land for another purpose other than that of a park, or to damage or destroy the play area which will be created as a result of the Children's Play Fund Project.

3. Background information

- 3.1 In 2007, the Council's Green Space Service secured an external grant of £715,000 from the Big Lottery Children's Play Fund towards a three year four phased project to provide mobile and fixed play opportunities and equipment across Walsall.
- 3.2 Green Space Services are now embarking on the final phase of the project, which entails the replacement of the old lido at Willenhall Memorial Park with a new high quality and accessible interactive water play facility.
- 3.3 The project has been competitively tendered and a contractor is in place to commence the project forewith to ensure completion and opening prior to the school Summer holidays 2011.

- 3.4 In order to commence the project and drawdown the external grant funding, a grant condition requires the Council to enter into a 10 year Deed of Dedication. This will safeguard against the development or sale of the park for a ten year period after completion of the project.
- 3.5 Willenhall Memorial Park was gifted to the people of Willenhall and transferred to the Council. The Council subsequently transferred the land to a registered charity known as the Memorial Park. The Council, acting as the trustees, is responsible for ensuring that the Council, as land manager, safeguards the interests of the park for the benefit of the local community.
- 3.6 Failure to enter into the Deed of Dedication with the Big Lottery Fund will result in withdrawal of £200,000 external funding required to deliver the project and have long term impact on the Council's ability to secure future funding through this external source.
- 3.7 The agreed grant expiry date is 31 August 2011. Therefore, entering into the Deed of Dedication is required as a matter of urgency in order to allow the project to be constructed during the next three months. This will ensure completion and achievement of all grant monitoring conditions prior to this date.
- 3.8 The project is a key local and corporate priority and is linked to the ongoing annual achievement of the park's status as a national award winning green space.

4. Resource considerations

- 4.1 The three year Children's Play Fund project is being funded through an external grant of £715,000 from the Big Lottery Fund and a £50,000 contribution from the Council during the three year life span of the project.
- 4.2 Future maintenance costs will be met from within existing future Green Space Service budgets.
- 4.3 Failure to enter into the Deed of Dedication for Willenhall Memorial Park forewith will result in withdrawal of a £200,000 proportion of the overall grant resulting in the proposed improvements at Willenhall Memorial Park not going ahead.

5. Citizen impact

- 5.1 Extensive consultation with local residents, community organisations and key partners undertaken in developing the Green Space Strategy in 2006, followed by GreenSTAT and site specific surveys, identified Walsall's green assets as a key priority in both usage and ongoing investment and improvement.
- 5.2 Walsall Green Space Services have, since 1994, played a leading role recognised locally and nationally in achieving high levels of community involvement and empowerment in the borough's parks and green spaces. The continuation of this service, directed by a second Green Space Strategy, is vital to the national and local 'Big Society Agenda'.

5.3 Comprehensive consultation and engagement with children and young people and local key partners over the last five years has been fundamental to the final proposed scheme at Willenhall Memorial Park and the project is a key local community priority.

6. Community safety

6.1 High quality locally valued green spaces with prime facilities and opportunities for all sections of the community to use and enjoy is recognised in Walsall, and on a national level, as contributing to increased community safety.

6.2 The existing lido facility in Willenhall Memorial Park was once a key feature of the park and local offer for children and young people. The lido ceased to become operational in 2006. It contributes to an impression of neglect and is a barrier to residents' use of the park.

6.3 The new, high quality, interactive water facility will provide excellent opportunities for improved play and youth activities for local children and young people. It will restore pride in a once well used area of the park, resulting in a positive impact on community safety and reduction in anti social behaviour.

7. Environmental impact

7.1 Parks and green spaces have been recognised as contributing greatly to the health, well being and quality of life of those who live and work within the borough. The Green Space service is a key contributor to the council's high profile and successful delivery of its clean, green and safe neighbourhood agenda.

7.2 The new interactive water facility has been specified to incorporate green credentials, including water recycling, in line with Green Space service's Environmental Policy and Action Plan.

8. Performance and risk management issues

8.1 The achievement of the project is a key local community priority for Willenhall and its overall Regeneration Strategy. It is also a key priority as reflected in the Green Space Strategy five year action plan and service plan.

8.2 Inability to deliver the project at Willenhall Memorial Park as a result of the Council not entering into the Deed of Dedication would have a negative public impact in terms of customer satisfaction and anti social behaviour. This would also impact on the likelihood of the park retaining its national Green Flag Award status.

8.3 As a result the performance and risk management plan shows this project as being a red risk whilst awaiting approval of the recommendations contained within this report.

9. Equality implications

- 9.1 As part of the production of the Council's adopted Green Space Strategy in November 2006, a full equality assessment of all Walsall's parks, green spaces and play areas was undertaken. Recommendations from the assessment were set out in a five year action plan. The replacement of the outdated lido water facility at Willenhall Memorial Park was a key priority.
- 9.2 In addition, as a specific focus area of the Children's Play Fund, a number of partners have been engaged in the design and layout of the proposed new interactive water facility to ensure that it meets best practice equality standards and importantly the needs, requirements and aspirations of all children and young people.
- 9.3 The new play facility and improved opportunities will make a positive impact on the quality of life for local people and children and young people.

10. Consultation

- 10.1 A range of Council Services have been consulted in relation to this report including Legal Services, Estates and Property Services, Finance, Community Development and Constitutional Services.

Background papers

Big Lottery Grant Conditions

Author

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Signed:

Executive Director: Jamie Morris

Date:

DEED OF DEDICATION

DATED the _____ day of _____ 2011

BETWEEN WALSALL METROPOLITAN BOROUGH COUNCIL of Civic Centre Darwall Street Walsall WS1 1TP ("the Landowner") (1), and the **BIG LOTTERY FUND** of 1 Plough Place London EC4A 1DE ("the Fund") (2)

BACKGROUND

- (A) The Landowner has agreed to a project being carried out on land belonging to the Landowner with the use of money to be provided by the Fund.
- (B) The Landowner has agreed to enter into this Deed in recognition of the fact that the project is to be funded in whole or in part by the Fund.

NOW THIS DEED WITNESSETH

1 Definitions

- 1.1 In this Deed the following words and phrases shall have the following meanings save where the context otherwise requires

"the Land" means all that land at Willenhall Memorial Park Pinson Road Willenhall West Midlands and as edged red on the Plan

"the plan" means the plan attached hereto

"the project" means the project to be funded under CPP/1/010270321 and subject to the Fund's standard conditions of grant

- 1.2 Unless the contrary intention is expressed the defined terms in the standard conditions shall have the same meaning here.

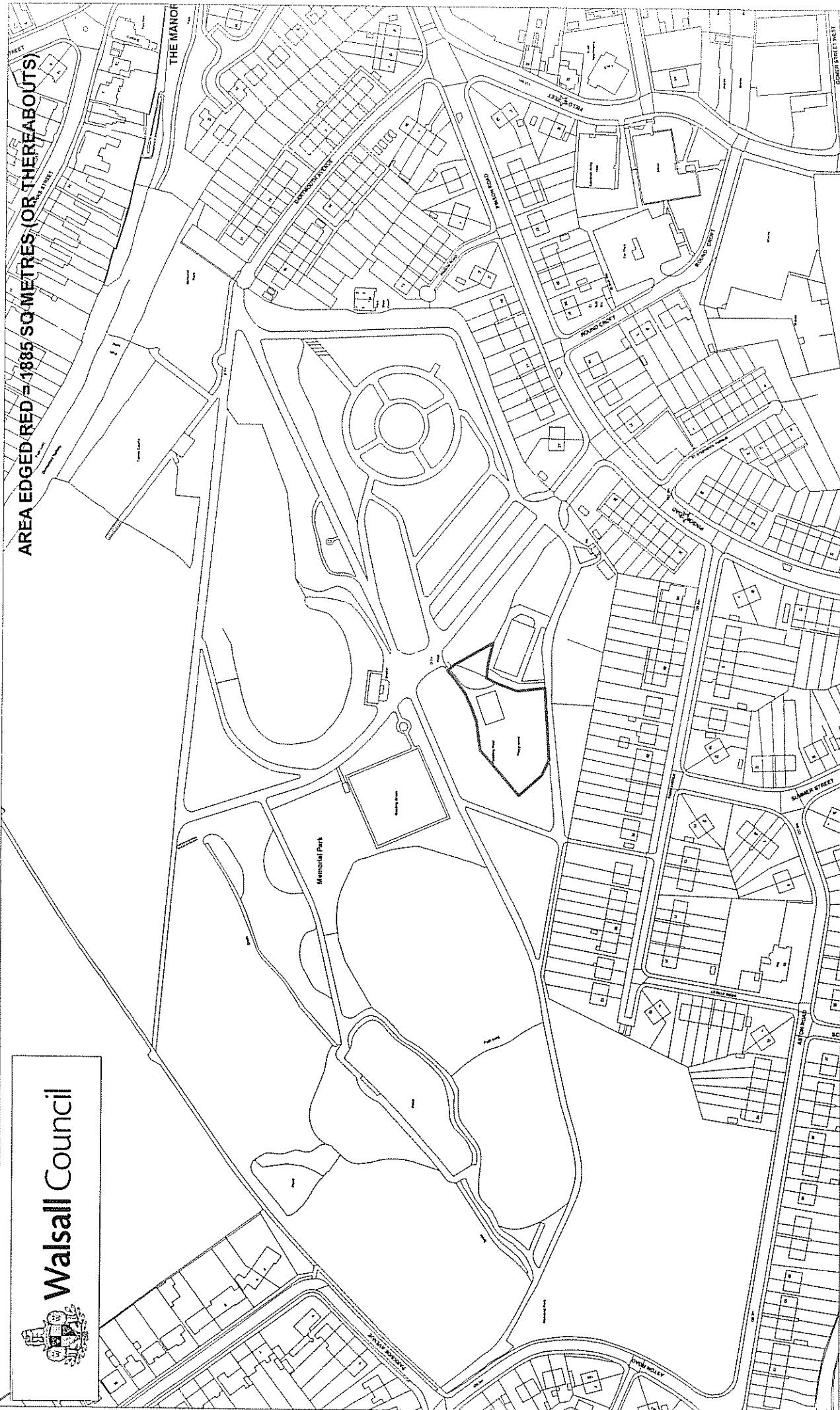
- 1.3 Unless the contrary intention appears references in this deed to

- 1.3.1 parties and other persons include their successors and assigns.



Walsall Council

AREA EDGED RED = 1885 SQ METRES (OR THEREABOUTS)



ASSET MANAGEMENT

Civic Centre
Walsall
WS1 1TP
Tele: 01922 652094,
Fax: 01922 636150

**SITE ADDRESS:
PINSON ROAD
WILLENHALL**

**DRAWING NO : EPMS 3394/1
DATE : 22/07/2010
DRAWN BY : SSP**



SCALE 1:2500

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- 1.3.2 an obligation of the Landowner to do something shall include an obligation to procure that it is done and an obligation not to do something shall include an obligation not to permit, suffer or allow it; and
- 1.3.3 a defined term shall include each and every part.
- 2 In consideration of the Fund funding the project the Landowner hereby covenants with the Fund that in respect of the Land the Landowner will:-
- (a) not without the prior written consent of the Fund, assign, transfer or charge the Land or grant any lease or license, agree to grant any lease or license or enter into or permit any parting with possession or sharing arrangements whatsoever in respect of the Land;
 - (b) not, save with the prior written consent of the Fund, use the Land other than for the purpose of the project; and
 - (c) not damage or destroy the project.
- 3 The Fund may assign the benefit of this Deed to such person as it thinks fit.
- 4.1 The Landowner represents that it has power to execute and deliver this Deed and the execution and performance of this Deed has been validly authorised and that this Deed will be valid legal and binding on the Landowner.
- 4.2 Without prejudice to any right or remedy of the Fund for breach of covenant occurring before the expiration of this deed, this deed shall expire ten years from the date of this deed.
- 5.1 The Landowner hereby consents to and applies on Form RX1 (or such other form as may be prescribed from time to time) to the Chief Land Registrar for the registration at H M Land Registry against the title to the Land or any part of the Land which is now or at any time during the ownership of the Landowner registered at H M Land Registry of a restriction in substantially the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed on behalf of the Big Lottery Fund of 1 Plough Place, London, EC4A 1DE by its conveyancer"

- 5.2 The Landowner shall at its own cost and as soon as reasonably possible register and maintain the registration of the restriction referred to in clause 5.1 against the title to the Land or any part of the Land which becomes at any time after the date of this deed but during the ownership of the Landowner registered at the Land Registry and shall deliver to the Fund an official copy of such title showing registration of the restriction.

Executed as a deed by the

BIG LOTTERY FUND

by

Chief Executive

Date:

Executed as a deed by affixing

The Common Seal of

WALSALL METROPOLITAN

BOROUGH COUNCIL in the presence of:

Authorised Signatory

PLAN

EPMS 3394/1 attached

SCHEDULE

Disclosures

Are there any matters requiring disclosure?

~~No~~/Yes

If yes, please give details?

The Landowner owns the land as trustee under Charity Number 522781.

The Landowner is acting in accordance with Section 38 of the Charities Act 1993 as amended by the Charities Act 2006.