Item 6

5th November 2026

Glasgow City Council

Contracts and Property Committee

Report by George Gillespie, Executive Director of Neighbourhoods, Regeneration and Sustainability

Contact: George McMillan Ext: 76151

PROPOSED EXCAMBION OF SITES AT LOCHEND ROAD AND BALDRAGON ROAD, GLASGOW BETWEEN GLASGOW CITY COUNCIL AND WHEATLEY HOMES GLASGOW LIMITED

Purpose of Report:

To seek Committee approval for the excambion of sites at Lochend Road and Baldragon Road, Glasgow between Glasgow City Council and Wheatley Homes Glasgow Limited.

Recommendations:

That Committee:

1. notes the content of this report.
2. approves the excambion of sites at Lochend Road and Baldragon Road, Glasgow between Glasgow City Council and Wheatley Homes Glasgow Limited, subject to the terms and conditions outlined in this report; and
3. authorises the Executive Director of Neighbourhoods, Regeneration and Sustainability in consultation with the Director of Legal and Administration to progress the excambion.

Ward No(s): 21 – North East	Citywide:
Local member(s) advised: Yes ☐ No ✓	consulted: Yes ☐ No ✓

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Report to: **Contracts and Property Committee**

From: **Managing Director of City Property (Glasgow) LLP**

Date: **5 November 2026**

Subject: **Proposed excambion of sites at Lochend Road and Baldragon Road, Glasgow between Glasgow City Council and Wheatley Homes Glasgow Limited**

1. Description

1.1 The subjects are located in Easterhouse approximately 6 miles north-east of Glasgow City Centre.

1.2 The subjects comprise three plots of vacant land surrounding Lochend Road and Baldragon Road as shown hatched and cross hatched on the enclosed plan.

1.3 The three plots in total extend to some 4.25 hectares (10.50 acres) or thereby.

1.4 Site 1 is a gently sloped site and comprises of unmaintained vegetation. The site is intersected by Baldragon Road to the west and a footpath accessible from Lochend Road. A substation is present within the boundary of the site. The site extends to 1.52 hectares (3.76 acres) or thereby as shown cross hatched and edged black on the attached plan. This site is currently within Wheatley Homes Glasgow Limited ownership.

1.5 Site 2 is a square shaped site that is overgrown with grass and trees and is elevated towards the centre. There is a public right of way which intersects the site diagonally. The site extends to 0.39 hectares (0.97 acres) as shown hatched and edged black on the attached plan. This site is currently within Glasgow City Council ownership.

1.6 Site 3 comprises the former Bishoploch Primary School which is now demolished and leaves a vacant site. The site slopes downwards from south to north and comprises a mix of vegetation, former playing field, and ground slabs. The site extends to 2.34 hectares (5.78 acres) or thereby as shown hatched and edged black on the attached plan. This site is currently within Glasgow City Council ownership.

2. Planning

2.1 Glasgow City Development Plan was adopted on 29 March 2017. The new local development plan replaced Glasgow City Plan 2 (2009) and sets out Council's land use strategy providing the basis for assessing planning applications. The City Development Plan does not identify land use zones to direct particular types of development, having overarching policies CPD1 Placemaking & CDP 2 Sustainable Spatial Strategy encouraging development to be informed by a place based approach.

3. Background

3.1 This report relates to the proposed excambion of the above-mentioned subject between Glasgow City Council and Wheatley Homes Glasgow Limited.

3.2 City Property (Glasgow) LLP (City Property) was instructed by Neighbourhoods, Regeneration and Sustainability (NRS) – Property and Consultancy Services on 9 September 2024 to progress with the excambion, and to negotiate the Heads of Terms on the basis that the abovementioned authority is granted.

3.3 The subjects were declared surplus on 16 October 2024, following the procedural non-operational process with no notes of interest being received.

3.4 The Contracts and Property Committee granted authority to negotiate with Wheatley Homes Glasgow Limited at its meeting of 16 January 2025. Link to Committee Report.

3.5 Forming part of the proposed excambion, the sale of Sites 2 and 3 to Wheatley Homes Glasgow Limited was granted approval under delegated authority. No concerns or objections were received during the Councillor notification period, which commenced 11 September 2026 and concluded five working days thereafter.

3.6 The City Administration Committee at its meeting on 10 October 2019 approved a policy for off-market disposals (see link Report Details). It is considered that the proposed disposal is compliant with the following policies:

- 3.1.1 - Disposal to an adjoining proprietor where there is good reason for considering such sales e.g. land for extending gardens, extensions to residential or business premises.

- 3.1.3 - Excambions (exchanges of land) where there is mutual benefit.

- 3.1.5 - Disposals to registered social landlords in support of the Council's housing objectives.

4. Current Position

4.1 This report seeks authority to progress with the proposed excambion based on the terms and conditions which have been agreed with Wheatley Homes Glasgow Limited, subject to committee approval.

4.2 As the sale of Sites 2 and 3 to Wheatley Homes Glasgow Limited has already been approved under delegated authority, this report seeks authority only for the acquisition of Site 1 by Glasgow City Council, which remains subject to committee approval.

4.3 Glasgow City Council is the owner of the adjoining site to Site 1. Glasgow City Council intend to acquire Site 1 from Wheatley Homes Glasgow Limited for the purpose of creating a water vole sanctuary.

4.4 A planning application was submitted by Seven Lochs Partnership on 28 February 2022 for the formation of paths, car parking, habitat enhancement area and associated landscaping to form multi-functional greenspace (22/00468/FUL).

4.5 Wheatley Homes Glasgow Limited is the owner of the adjoining site to Site 2 and 3. Wheatley Homes Glasgow Limited intend to acquire Site 2 and 3 from Glasgow City Council for the purpose of redeveloping the sites for a residential development of 45 units for social housing. The redevelopment of the sites is anticipated to form part of the wider Lochend Road Phase 2 Masterplan.

4.6 Site 2 will be used as amenity ground to support the residential development, a combination of steep slopes and a public right of way crossing the site makes the area undevelopable for housing.

4.7 The excambion of the sites between Glasgow City Council and Wheatley Homes Glasgow Limited have each been assessed on their own merits. The acquisition site (Site 1) has an assessed value of £135,000 and the disposal sites (Site 2 and 3) have an assessed value of £180,000. As the value of the disposal sites is higher than the value of the acquisition site, the difference in value will generate a capital receipt of £45,000 for Glasgow City Council.

4.8 The subjects are not currently included in the Glasgow City Council's log of opted to tax property.

4.9 It is considered that the subjects do not form part of the Council's Common Good.

5. Purchaser

5.1 Wheatley Homes Glasgow Limited (Company No. SC426094) (Registered Scottish Charity No. SC034054)

6. Terms and Conditions

6.1 The purchase price shall be FORTY-FIVE THOUSAND POUNDS STERLING (£45,000), exclusive of Value Added Tax (VAT), if applicable, payable on the Date of Entry. For the avoidance of doubt, the sale price will not be subject to VAT.

6.2 The purchase price is based on an assessment of value of each of the sites. Site 1 has an assessed value of £135,000 and Sites 2 and 3 have an assessed value of £180,000. The purchase price is therefore the difference between the assessed value of Site 1 and the assessed value of Sites 2 and 3.

6.3 The assessed value of Sites 2 and 3 reflect a price per unit of £4,000, based on the Purchaser's current proposal for the erection of a residential development of 45 units on the site shown hatched and edged black.

6.4 The Date of Entry shall be agreed between the parties.

6.5 Site 2 and 3, hatched and edged black on the plan, shall be used solely for accommodating an affordable housing development of 45 units and for no other use whatsoever without the prior written consent from the Seller which shall be granted at their absolute discretion. Enforceable by Economic Development Burden.

6.6 The Purchaser shall satisfy itself with regard to the Seller's title including any tree preservation orders.

6.7 The Purchaser shall be responsible for the Seller's reasonable legal expenses in connection with this transaction, together with City Property's (Glasgow) LLP's fee of £2,600, plus VAT.

6.8 The Purchaser shall also pay an admin fee of £800 plus VAT for any amendment to the agreed heads of terms such as the Purchaser name as agreed above, which will be subject to appropriate authority being sought.

6.9 The subject has not been opted to tax.

6.10 In the event that the Purchaser dispones the subject prior to the proposed development commencing, then the Purchaser shall pay to the Seller 100% of all sales proceeds in excess of the agreed purchase price, subject to the deduction of any costs incurred by the Purchaser during the sales process. Any sales overage will be payable by the Purchaser to the Seller within 14 days of the date of onward sale of the subject failing which the Purchaser will pay on demand to the Seller any interest accrued from the date the amount became due until the date of payment.

6.11 It is agreed that the Purchaser shall pay to the Seller 100% of any uplift in the market value of the subjects less any costs incurred in the event that planning consent for a more valuable land use is gained. Planning overage will be payable by the Purchaser to the Seller within 14 days of planning permission

being granted failing which the Purchaser will pay on demand to the Seller any interest accrued from the date the amount became due until the date of payment.

6.12 In the event that planning consent is obtained for a development of more than 45 units on the site shown hatched and edged black, then the Purchaser shall pay to the Seller a sum of £4,000, for each and every additional unit constructed thereon.

6.13 Planning overage for additional units will be payable by the Purchaser to the Seller within 14 days of planning permission being granted failing which the Purchaser will pay on demand to the Seller any interest accrued from the date the amount became due until the date of payment.

6.14 The purchaser shall notify the seller within 14 days of the granting of planning permission for additional units.

6.15 In the event that the parties are unable to agree on the matters detailed in clause 6.10 to 6.13 then the dispute shall be resolved by an Independent Expert, who will be professionally qualified for at least 10 years in the field in which the dispute arises.

6.16 The overage conditions contained herein shall be secured by way of economic development burdens enforceable by the Seller as local authority burdening the title of the whole subjects from the date of entry.

6.17 The Purchaser will not be entitled to assign in whole or in part its rights under the contract of sale without the Seller's consent which shall be granted at its absolute discretion.

6.18 All third-party determination in the contract of sale shall be by an independent expert and not by way of arbitration.

6.19 In the event that the Purchaser instructs ground investigation works, site surveys, habitat surveys, EIA surveys or any other such survey or report, prior to the date of entry then the costs of such works/surveys shall be borne by the Purchaser. For the avoidance of doubt the seller shall not reimburse the purchaser for any such costs whatsoever whether the sale completes or not.

6.20 The Executive Director of Neighbourhoods, Regeneration and Sustainability, in consultation with the Director of Legal and Administration shall be authorised to conclude all other matters pertaining to the disposal of the subjects and to enter into the necessary legal agreements on terms which are in the best interest of the Council.

7. Policy and Resource Implications

Resource Implications:

Financial:	The excambion will generate a capital receipt for Glasgow City Council.
Legal:	The legal team will be required to conclude this transaction.
Personnel:	No direct personnel issue.
Procurement:	No procurement implications.

Council Strategic Plan:	Grand Challenge 1: Reduce poverty and inequality in our communities. Mission 3 - Improve the health and wellbeing of our local communities. Grand Challenge 4: Enable staff to deliver essential services in a sustainable, innovative and efficient way for our communities Mission 1 - Create safe, clean and thriving neighbourhoods

Equality and Socio-Economic Impacts:

Does the proposal support the Council's Equality Outcomes 2025-29? Please specify.	No specific equality related outcomes.
What are the potential equality impacts as a result of this report?	No equality impacts identified.
Please highlight if the policy/proposal will help address socio-economic disadvantage.	The proposal will provide affordable housing.

Climate Impacts:

Does the proposal support any Climate Plan actions? Please specify:	Whilst not supporting specific Climate Plan actions the proposed development will be subject to statutory guidelines.
What are the potential climate impacts as a result of this proposal?	There are no potential climate impacts for this proposal at this time.
Will the proposal contribute to Glasgow's net zero carbon target?	It is considered that the proposal will not have either a positive or negative contribution to the City's net zero carbon target.
Common Good:	It is considered that the subjects do not form part of the Council's Common Good. The subjects were acquired by the Council's predecessors using statutory powers. The subjects are not on the list of common good assets. There are no conditions in the title that would suggest that the subjects were being acquired to be held as part of the common good. There are no other relevant factors to suggest that the subjects would form part of the common good of the Council.
Privacy and Data Protection Impacts:	No privacy and data protection impacts identified.

8. Recommendations

That Committee:

8.1 notes the content of this report.

8.2 approves the excambion of sites at Lochend Road and Baldragon Road, Glasgow between Glasgow City Council and Wheatley Homes Glasgow Limited, subject to the terms and conditions outlined in this report; and

8.3 authorises the Executive Director of Neighbourhoods, Regeneration and Sustainability in consultation with the Director of Legal and Administration to progress the excambion.