

Respondents CAT & Common Good Objections

Ref 1	<p>I am responding to the Community Asset Transfer request by Phoenix Forfar Gymnastic Club for the former tennis courts at Craig O'Loch Road Forfar and although I agree with a recreational facility on the land, I object to the ownership request in favour for a lease option.</p> <p><u>Preferred option lease under section 79 (2)(b)(i)</u> The Community Empowerment (Scotland) Act 2015. (Asset Transfer Request Form) Section 3.1</p> <p>A lease under section 79 (2)(b)(i) should be the preferred option given there is capacity up to the maximum of 175 years available to any recognised body applying under the Act. Angus Council could use the three conditions written in the Act to protect the huge discount offered for the land and to protect the Common Good for future generations. Even charging a nominal £2.00 year peppercorn rent would only attract £350.00 over the whole period slightly less than the £500 outright ownership. Given 175 years exceeds a normal business 99 year lease, there is sufficient scope for funders to support the project given the expected longevity of a building of this type.</p> <p>Conditions that would apply.</p> <ol style="list-style-type: none"> 1. if the benefits not delivered; 2. if use of the property changed; 3. if community body wound up: <p>The leased option would naturally expire at the date of termination or if any of the above conditions were breached. The lease should also include restoration of the land as an option to Angus Council being the statutory body to administer Common Good land.</p> <p><u>Second option ownership under 79(2)(a) Asset Transfer Request Form Section 3A Application form</u></p> <ol style="list-style-type: none"> 1. Firstly, unless Angus Council have considered a long term master plan for the whole of the Common Good Land at Craig O'Loch Road as selling off small individual areas will result in fragmented tenures and maintenance responsibilities. Angus Council in the submission documents appear to be continuing with the maintenance of some of the car parking areas, however future financial obligations are unknown. 2. Secondly, the price of £500.00 is a nominal valuation for the land given the Common Good Fund are proposing to fund £30,000 to the project, this leaves the Forfar Common Good Fund out of funds by £29,500. 3. Thirdly, what benefits, if any, will this service provide to the visitors of Forfar and namely the Caravan Park run by Angus Alive being located in the same Common Good Land area? 4. Additional protections should be placed on the ownership option as allowed by The Title Conditions (Scotland) Act 2003. Angus Council should take the opportunity to place a REAL BURDEN on the title due to any failures as described in the lease option and any considered being detrimental to the Common Good. <p>Summary</p> <p>Ownership to an external body and loss of the Common Good land at £500 is insufficient when a lease could offer the same benefits and service provision with a nominal rent up to a maximum of 175 years with built in protections to retain Common Good land for future generations of Forfar.</p>
2	<p>I am responding to the Community Asset Transfer request by Phoenix Forfar Gymnastic Club for the former tennis courts at Craig O'Loch Road Forfar and although I agree with a recreational facility on the land, I object to the ownership request in favour for a lease option.</p> <p><u>Preferred option lease under section 79 (2)(b)(i)</u> The Community Empowerment (Scotland) Act 2015. (Asset Transfer Request Form) Section 3.1</p> <p>A lease under section 79 (2)(b)(i) should be the preferred option given there is capacity up to the maximum of 175 years available to any recognised body applying under the Act.</p>

	<p>Angus Council could use the three conditions written in the Act to protect the huge discount offered for the land and to protect the Common Good for future generations. Even charging a nominal £2.00 year peppercorn rent would only attract £350.00 over the whole period slightly less than the £500 outright ownership. Given 175 years exceeds a normal business 99 year lease, there is sufficient scope for funders to support the project given the expected longevity of a building of this type.</p> <p>Conditions that would apply.</p> <ol style="list-style-type: none"> 1. if the benefits not delivered; 2. if use of the property changed; 3. if community body wound up: <p>The leased option would naturally expire at the date of termination or if any of the above conditions were breached. The lease should also include restoration of the land as an option to Angus Council being the statutory body to administer Common Good land.</p> <p><u>Second option ownership under 79(2)(a) Asset Transfer Request Form Section 3A Application form</u></p> <ol style="list-style-type: none"> 1. Firstly, unless Angus Council have considered a long term master plan for the whole of the Common Good Land at Craig O'Loch Road as selling off small individual areas will result in fragmented tenures and maintenance responsibilities. Angus Council in the submission documents appear to be continuing with the maintenance of some of the car parking areas, however future financial obligations are unknown. 2. Secondly, the price of £500.00 is a nominal valuation for the land given the Common Good Fund are proposing to fund £30,000 to the project, this leaves the Forfar Common Good Fund out of funds by £29,500. 3. Thirdly, what benefits, if any, will this service provide to the visitors of Forfar and namely the Caravan Park run by Angus Alive being located in the same Common Good Land area? 4. Additional protections should be placed on the ownership option as allowed by The Title conditions (Scotland) Act 2003. Angus Council should take the opportunity to place a REAL BURDEN on the title due to any failures as described in the lease option and any considered being detrimental to the Common Good. <p>Summary</p> <p>Ownership to an external body and loss of the Common Good land at £500 is insufficient when a lease could offer the same benefits and service provision with a nominal rent up to a maximum of 175 years with built in protections to retain Common Good land for future generations of Forfar.</p>
3	<p>Letter from Forfar Community Council</p> <p>Asset transfer of common good land to Phoenix gymnastics club</p> <p>We are writing as a Community council to support the transfer of the land known as the former tennis courts at Craig O'Loch Road Forfar under part 5 of the community empowerment act (Scotland)2015. We fully support all the work that they are doing and the need for a facility of this type. However, under the community asset transfer relating to change of use of common good land we object to the sale of the land and instead propose a lease option for the land under <u>section 79 (2)(b)(i) The Community Empowerment (Scotland) Act 2015. (Asset Transfer Request Form) Section 3.1</u></p> <p>This would give a maximum time of 175 years under the legislation and would allow full use of the land. The following conditions would also apply</p> <ol style="list-style-type: none"> 1. if the benefits not delivered; 2. if use of the property changed; 3. if community body wound up:

	<p>The leased option would naturally expire at the date of termination or if any of the above conditions were breached. The lease should also include restoration of the land as an option to Angus Council being the statutory body to administer Common Good land. The sale to an external body and loss of the Common Good land at £500 is detrimental to the common good fund, when a lease could offer the same benefits and service provision with a nominal rent up to a maximum of 175 years with built in protections to retain Common Good land for future generations of Forfar. Note should also be made of Title Conditions (Scotland) Act 2003 as the council can put in place additional protection for the common good land.</p>
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Phoenix Forfar Gymnastics responses to objections

<p>1</p>	<p>Phoenix Forfar Gymnastics Club</p> <p>23rd May 2019</p> <p>RESPONSES FROM PHOENIX FORFAR GYMNASTICS CLUB WITH REGARDS TO SUPPORT FOR LEASE OBJECTION</p> <p>We are responding to the issues raised in the Support for Lease Objection which has been lodged and would comment as follows:-</p> <p>Preferred Option Lease Comments We meet the criteria laid out in section 80 (1)(b) of the Community Empowerment (Scotland) Act2015 to apply for ownership of land.</p> <p>The respondent refers to a “huge discount” offered for the land. The Council have not “offered” any discount. We have offered a sum which we feel is fair for the size of the area and taking in to account its present state. As far as we are aware there has been no formal assessment of value and so the respondent has no basis for any claim as regards value. The current Local Plan states that no development of that area which would adversely affect the landscape or nature conservation value of the Forfar Loch, the Country Park or its setting will be permitted. We have planning permission for our development, but in its present state it is arguable there is no commercial or development value for any other party. There is no present benefit to the community as the site is lying vacant. We therefore disagree that there will be any significant decrease in the value of Common Good Fund’s assets if the proposed transfer goes ahead. If the transfer does not go ahead, how much will it cost Angus Council to demolish the tennis courts and landscape the area as is specified in the Local Plan? The transfer may in fact result in cost saving for the Council. Our understanding is that the larger contributors may be less likely to consider funding where the site is leased rather than owned therefore one of our concerns is that a lease arrangement may restrict our future funding options. The ownership option will also allow us to plan our finances with a greater degree of certainty. There is no reason why conditions cannot be attached to ownership by way of security, Minute of Agreement or real burdens which can protect the Common Good’s interest in the event that (a) benefits are not delivered, (b) the use of the property changes, or (c) Phoenix is wound up.</p> <p>Second Option Ownership Comments</p> <ol style="list-style-type: none"> 1. We cannot comment on Angus Council’s long term plan for the larger area other than refer to the current Local Plan. As for maintenance of the car parking areas, these will remain under Council control whether or not the tennis courts are transferred, leased or remain in the Common Good.
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3	<p>Response to Objection from Forfar Community Council</p> <p>We would like to respond to the concerns raised by the community council regarding the transfer of ownership of common good land to the club. We are disappointed that an objection has been raised on the last day of an 8 week consultation period as this has left us very little time to respond.</p> <p>The club has however, already received an almost identical objection on the same subject so our only response at this late stage would be to refer to all of the previous comments made in that reply as we feel that many of the concerns set out in this letter have already been covered in our previous response.</p> <p>The only other point which we feel differs, is the request that the option should include that the land be restored in a lease situation. This highlights one of our biggest concerns regarding a lease option rather than outright ownership and reinforces to us</p>

the security that a sale of the land would offer us for the future protection of the club's activities.

In summary, our application is for the sale of the land and not a lease agreement therefore the decisions taken must be made solely on the strength of the application and based on the facts which are included within it. We feel that we have valid reasons for requesting a sale instead of a lease agreement and we still believe that no reasonable grounds have been identified within this objection letter which should prevent this process being successful moving forward.

Phoenix (Forfar) Gymnastics Club (SCIO).

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