1. RECOMMENDATIONS

1.1 It is recommended that the Committee:

(i) Note the content of the report;

(ii) Agree in principle to the development of a community garden;

(iii) Agree to the lease of the land, subject to conditions as set out.

2. BACKGROUND

2.1 The Rotary Club of Kirriemuir, is celebrating its 50th anniversary in 2011. In order to celebrate this milestone appropriately, the Rotary Club is seeking to lead on a significant community project in the town.

2.2 Having considered a number of options, the Rotary Club have identified an area of land to the rear (south-east) of Kirriemuir Health Centre bordering the Gairie Burn (see Appendix 1). The Rotary Club, in discussion with the Health Centre and Local Community Planning Team, have agreed to seek to redevelop this land as a community garden, offering a peaceful and attractive environment for patients, local residents and visitors to the town.

2.3 The Rotary Club has also shown interest in a small walled garden area at Rosefield Gardens which had previously been looked at for a similar project by the Local Community Planning team. When this project was originally set up in 2009 the Head of Housing confirmed the land was owned by Housing and available for this type of community-led project. The Local Community Planning Team held discussions with the Local Elected Members to brief them about suggested plans for Rosefield Gardens and the intention to report on the project to Neighbourhood Services Committee.

3. CURRENT POSITION

3.1 The area of land identified by the Rotary Club is split into three distinct parts, with two currently held on the Housing Revenue Account. The ownership of the third piece of ground still to be confirmed and the Rotary Club is currently investigating this. However, the third piece of ground is to the extreme south-east of the site and it would be possible to focus development on those pieces of ground currently held on the HRA, if the ownership of the final site could not be determined, or agreement for its use could not be reached.

3.2 The pieces of ground currently held on the Housing Revenue Account have previously been used as allotments; however, an investigation has suggested that
these agreements have been terminated. As a result, both pieces of land are currently unused and Angus Council have no proposals for their redevelopment.

3.3 The Rosefield Garden ground site was previously used for a children’s nursery and since closure it has become over-grown and untidy. The Rotary have indicated they would also be willing to undertake improvement work on this second site too. Similar to the first site this would be subject to a leasing arrangement or agreement between Angus Council and the Rotary Club.

4. PROPOSAL

4.1 The Rotary Club of Kirriemuir would like to lease this area of ground, acting as trustees in the first instance. Thereafter, through engagement with various community groups and the Kirriemuir community as a whole, the Rotary Club intend to lead in the formation of an independent, constituted group to whom they will pass on trusteeship and responsibility for the development and maintenance of the garden.

4.2 Leasing of the land for a nominal rental would allow Angus Council to retain overall ownership of the ground, should the Council require to retain the land management in the future; whereas donating the land to the Rotary Club may lead to problems in the future if the Rotary Club or a new independent group are unable to meet ongoing maintenance requirements.

4.3 In addition, Angus Council has previously received complaints that this area of ground has been left overgrown as the allotments have not been in use for some years. Bearing this in mind, as well as the fact that Angus Council have no plans for the redevelopment of this area, it is suggested that Angus Council agree to lease the land to the Rotary Club of Kirriemuir for a nominal rental of £1 per annum, subject to the conditions laid out below.

5. CONDITIONS

5.1 It is suggested that Members agree that the following conditions must be met as part of the lease agreement:-

1. Confirmation that previous allotments leases have been terminated provided in advance of the lease being finalised.

2. Third piece of land:-
   a. Ownership of the third and final piece of ground confirmed and any necessary agreement for the use of that ground is in place, in advance of the lease being finalised, or;
   b. The final piece of land remains undeveloped and not part of the community garden.

3. An independent, constituted group charged with the development and maintenance of the garden must be in place within 12 months of the lease being signed.

4. Consent from the Scottish Ministers in terms of section 12 of the Housing (Scotland) Act 1987 and section 74 of the Local Government (Scotland) Act 1973 to leasing the land from the Housing Revenue Account at less than market value.

5.2 Failure to meet any of the above conditions will constitute a breach of the lease agreement and the land will revert to previous ownership.
6. **FINANCIAL IMPLICATIONS**

6.1 If a lease agreement is finalised, based on the conditions set out above, the Housing Revenue Account will be in receipt of £1 per annum for the use of the land.

7. **HUMAN RIGHTS IMPLICATIONS**

7.1 There are no human rights implications arising from this report.

8. **EQUALITIES IMPLICATIONS**

8.1 The issues dealt with in this report have been the subject of consideration from an equalities perspective (as required by legislation). An equalities impact assessment is not required.

9. **SINGLE OUTCOME AGREEMENT**

9.1 This report contributes to the following local outcomes contained within the Single Outcome Agreement for Angus:

- The health of the Angus population is improved;
- Communities in Angus are safe, secure and vibrant;
- Citizens are involved in community life;
- Angus’ natural environment is protected and enhanced;
- Angus’ built and natural environment is valued and enjoyed;
- A good quality of life is enjoyed by all in Angus.

10. **CONSULTATION**

10.1 The Chief Executive and all Angus Council Directors, the Head of Law and Administration and Head of Finance have been consulted in the preparation of this report.

11. **CONCLUSION**

11.1 The Rotary Club of Kirriemuir proposes to lead on a significant community project, for the benefit of the Kirriemuir community as a whole. To date, they have received support from Kirriemuir Health Centre and the Local Community Planning Team and are now seeking to take on an area of land for the development of a community garden.

11.2 This proposal will provide additional amenity to patients at the health centre, residents of Kirriemuir and visitors to the town, by redeveloping an unused area of ground to the rear of the health centre. Taking all factors into account, it is recommended that Members agree to a lease agreement of £1 per annum, subject to the conditions laid out above.

**RON ASHTON**

DIRECTOR OF NEIGHBOURHOOD SERVICES

**NOTE:** No background papers, as defined by Section 50D of the Local Government (Scotland) Act 1973 (other than any containing confidential or exempt information), were relied on to any material extent in preparing this paper

LCP/NS/RA/BDS