

Introduction

Bute Estates approached the community council asking whether the community might like to lease Milton Wood as the previous lessee has now moved on and the estate has no use for the land. The lease sent over is one that applied to the previous lessee.

DRAFT LEASE SENT BY BUTE ESTATES

MOUNT STUART TRUST

AMENITY AGREEMENT

LAND AT XXX

On behalf of Mount Stuart Trust, heritable proprietors of the area of Land at XXX, as shown delineated in red on the attached plan, annexed and signed as relative hereto, we hereby grant to XX, residing at XX the right and privilege to occupy that area of ground on conditions as follows:

1. The rent for the period of the agreement shall be XXX POUNDS STERLING payable on XX of XX each year, with interest thereon from the due date during the non-payment of the same at 4% above the base rate for the time being of the Royal Bank of Scotland until paid.

2. The agreement begins on the XX of 20XX (date of occupancy) notwithstanding the date hereof, and ends on the XX of XX 20XX, when the agreement will terminate.

1. 3. That you shall to the satisfaction of the proprietor: a) Maintain a sufficient fence or hedging enclosing xxxxxx boundaries.
2. b) Maintain the ground to the fence lines, the boundary of the xxxxx, and the boundary of xxxxxx.
- 3.

4. That you shall occupy, use and enjoy the said area of ground as garden ground or for amenity purposes in connection with the said subjects known as Land at XX, and for no other purpose, and you shall be expressly prohibited from using the said area of ground or any part thereof for agricultural, pastoral or market gardening purposes, but at your discretion shall be entitled to carry out drainage and improvement works and plant trees, shrubs and flowers, all without claim against the proprietor at your

waygoing; all unplanted ground to be kept neat and tidy and free from weeds.

5. That you shall have no sporting rights over the said piece of ground and the Proprietors reserve to themselves and to others in their name, the right at all times to enter upon the area of ground for the flushing and driving of game birds or for the recovery and transfer of their eggs and that for these purposes you shall be bound to give access to the proprietor and others authorised by them.

6. For the avoidance of doubt any growing trees on the area of ground are owned by the Landlord and shall be maintained by you. The Landlord further reserves the right to manage the trees in any such manner as they shall choose and to enter into felling licence, woodland grant schemes and others for the efficient and professional management of the woodland area. Any profits from the felling of timber shall be solely apportioned to the Landlord.

7. The Landlord reserves the right to enter the area of ground for any reason and undertake any work therein on providing at least one-month prior notice to you.

8. You shall meet the Landlord's reasonable expenses in the preparation of the agreement which shall be payable on acceptance hereof.

9. You and the Landowner shall each, at all times, comply with all the provisions and obligations imposed upon you and them by data protection law when performing your and their obligations or exercising your respective rights under this Agreement. The Landowner may hold names and other personal data for the purposes of performance by you of your obligations under this Agreement and in connection with the provision of the Subjects. You agree that this personal data may be processed and may, in certain circumstances, be supplied to and processed by Landowner and their suppliers solely to facilitate the provision of the Subjects. For the avoidance of doubt, The Landowner shall not utilise any personal data for marketing purposes and they shall not sell or transfer the personal data other than in accordance with the express written instructions of you.

10. The Landlord reserves the right to terminate this agreement at any time giving three months prior written notice.

Lastly that the right and privilege to occupy the said area of ground shown on the plan appended hereto hereby granted and conferred shall be personal to the said XXX only and cannot be assigned or transferred. The said right and privilege shall automatically and simultaneously cease on any breach of the conditions herein contained by you or when you no longer reside at the subjects known as Land at XX, and the said area of ground shall thereupon return to the proprietor and all fittings and fixtures, trees, shrubs, flowers etc and all boundary fences erected in

accordance herewith shall be the landlord's property without payment of any price or compensation therefore.

Please would you sign the docket below in the presence of an independent witness and return a copy of the signed agreement to Mount Stuart (retaining the second for your records).

NOTES FOR DISCUSSION PRIOR TO RESPONSE TO BUTE ESTATES

These points have been drafted on the basis that for the community to take the idea of managing the woodland seriously, the terms of the lease require to be changed, and therefore once we have responded to BE and received agreement, or at least significant alteration of the terms, we would then consult with the community on whether or not we, as a community, wish to move forward with the lease.

- **Term.** This will have to be substantial - for example, at least 35 years - to allow the community to (a) incorporate a specific organisation to take care of the ground and (b) gather grant funding to the project for improvements in terms of access and use.
- **Rent.** We would require this to be minimal, at least in the first 5-10 years, for the community to generate enough surplus from its lease of the ground to pay for the lease.
- **Uses.** Those permitted in the draft lease for the tenant would need to be reconsidered as they are much too constrained.
- **Notice.** Given that we'd need a longer term, the notice as given is much too short.
- **Investment.** We are concerned that any investment reverts to the owner at the end of the lease, and there should be some way of ensuring that any investment by the tenant will be recompensed fairly by the landlord given that most of this is likely to be grant-funded, wholly or in part.
- **Sporting rights.** These would need to be re-examined, given the potential community use and bearing in mind the small acreage.
- **The Trees.** the management and income from the trees themselves would need to be reassessed in light of the consultation.
- **Costs.** The expense of drafting and negotiating the agreement between community and landlord should be allocated to the respective parties given that for the community to reach the point where it is able and willing to take on the asset/liability represents a substantial investment in capacity.