

[REDACTED]

Hill, Laura (Planning HQ)

From: Alison McIntosh [REDACTED]
Sent: 03 March 2014 14:27
To: localplan
Subject: RE: Letter of Objection
Attachments: Ltr.Wanless.SBC.03Mar14.pdf; Section of Agreement.pdf

SENT ON BEHALF OF MORRIS ANDERSON:

FAO: MARTIN WANLESS

Dear Sir

Scottish Borders Local Development Plan

Please see attached letter in connection with the above matter.


Regards

Morris Anderson
Partner
BLACKWOOD & SMITH WS
39 HIGH STREET
PEEBLES
EH45 8AH



Blackwood & Smith

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Eliot's Park Farmhouse
Peebles
EH45 8PE

3rd March 2014

FAO Martin Wanless
Forward Planning Manager
Scottish Borders Council
Department of Environment & Infrastructure
Newtown St Boswells
MELROSE
TD6 0SA

Dear Sir

Letter of Objection
Scottish Borders Local Development Plan – Proposed Plan
Cavalry Park, Peebles

I write as owner (through my Pension Fund) of 7 Silverbirch Studios, Cavalry Park, Peebles.

My objection relates specifically to paragraph 3.23 of the stated Central Spatial Strategy insofar as it refers to Cavalry Park as being an industrial site.

Cavalry Park is and always has been, and has been actively promoted as, a business park and that was what persuaded me to purchase my unit in the first place which I did in 2006.

My property has been leased but I no longer have tenants and am struggling to attract new tenants. This is the case with many other units in Cavalry Park where there are numerous vacancies.

Potential tenants I have shown round have commented that they would not be interested if any industry was to be developed within Cavalry Park as this would be noisy, messy and would detract from the existing peaceful environment. Heavy goods vehicles would not be welcome.

The original developer of the park, Andrew Pearson, has spent considerable time and effort in preserving and enhancing the landscaping which promotes the tranquillity of the area as a business park.

To allow industrial use would also be in contravention of the Section 32 Planning Agreement under the Enterprise & New Towns (Scotland) Act 1990 which Mr Pearson was required to enter in to prior to development commencing and which condition attaches to all the individual titles. Scottish Enterprise still, and correctly, take a very active interest in proposed uses of Cavalry Park sites.

That condition specifically states that the developer shall complete a development "of office premises and premises for storage and distribution and related uses".

A copy of the relevant section of the Agreement is attached for reference purposes.

Industrial use would therefore be a breach of the underlying title and it is therefore misleading for paragraph 3.23 of the proposed plan to make any reference to potential industrial use.

The Industrial site at Peebles is South Park. Cavalry Park is a business park and should and must remain so.

Please acknowledge receipt.

Yours faithfully

A large black rectangular redaction box covering the signature area.

Morris Anderson

LAND REGISTER OF SCOTLAND



TITLE NUMBER PBL3374

D 4

D. BURDENS SECTION

following terms:

WHEREAS

ONE The Proprietor is proprietor of that plot or area of ground at Cavalry Park, Peebles, extending to 0.34 hectares and edged red on the Title Plan (hereinafter referred to as "the Subjects"); and

TWO SE wish certain terms and conditions affecting the Subjects to be set forth in this Agreement which is made under Section 32 of the Enterprise and New Towns (Scotland) Act 1990;

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:-

(1) The Proprietor shall be bound not later than 22 Mar.2006 substantially to have commenced and thereafter not later than 20 Jun. 2007 to have completed on the Site a development of office premises and premises for storage and distribution and related uses with associated parking facilities in accordance with such detailed plans, elevations, dimensions and specifications as may be approved in writing by SE and the landscaping and laying out of the Subjects in so far as not built upon shall be to the sight and reasonable satisfaction of SE. Providing always that said date of 20 Jun. 2007 may be extended for a further period not exceeding three months on cause shown by the Proprietor;

(2) In the event of the Proprietor having failed substantially to commence such development or to have completed the same within the respective periods hereinbefore specified then and in that event SE shall be entitled to purchase from the Proprietor the Subjects together with the whole buildings and erections that may then be situated upon the same and the fittings and fixtures therein and thereon at the sum of £28,700 together with Value Added Tax thereon and with entry and vacant possession at the term of Whitsunday or Martinmas (as the case may be) first occurring after a period of three months from the date of service of the Notice aftermentioned; Declaring that (a) in exchange for the price payable by SE in terms hereof the Proprietor shall deliver a valid duly executed Disposition of the Subjects in favour of SE together with a Land Certificate (containing no exclusion of indemnity under Section 12 (2) of the Land Registration (Scotland) Act 1979), all necessary links in title evidencing the Proprietor's exclusive ownership of the Subjects and a Form 12 Report brought down to a date as near as practicable to the Date of Entry and showing no entries adverse to the Proprietor's interest, the cost (if any) of said Report being