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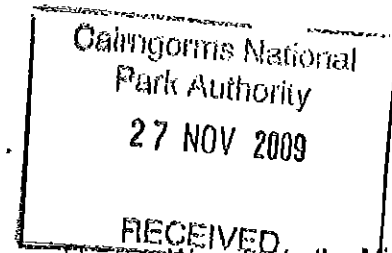
The Chief Executive,
The Cairngorms National Park Authority,
14 The Square,
GRANTOWN ON SPEY.
PH26 3HG

Our Ref DRRG.B G80.18
Your Ref

8 October 2009

Dear Sir,

Norman MacGeoch and Mrs Christina MacGeoch
Lot 8, Drumuillie, Boat of Garten, Inverness-shire



We act on behalf of the above named in respect of the above subjects. We refer to the Minute of Agreement under Section 75 of the Town & Country Planning (Scotland) Act 1997 between the Cairngorms National Park Authority and Norman J. MacGeoch and Mrs Christina MacGeoch dated 7th and 16th June 2005, a copy of which is attached hereto for ease of reference.

We are instructed on behalf of our clients to seek the Authority's agreement to amend the terms of the Agreement and in particular Clause (ONE) Restriction on Occupancy of the Property by deletion of the words "solely or mainly" where they occur in that clause in relation to both "crofting work on the Croft" and "horticultural business conducted on the Croft".

The circumstances and reasons for our clients' application are as follows:-

1. Our clients' family background is in agriculture. For 21 years, our clients were actively involved in the running of the family farm in Bedfordshire. In common with many other farmers in the area, our clients' family experienced the downturn in income from traditional farming and accordingly sought to diversify the various activities and developed a farm visitor centre and childrens' attraction which although successful, required a considerable amount of time and effort and eventually became all-consuming. For family reasons, the decision was taken to sell the business and re-locate to Strathspey where Mr MacGeoch had previously been brought up and worked.
2. In 2003 the subjects comprising Lot 8 Drumuillie, Boat of Garten were purchased with a view to building a family house and garage and to operate the Croft and a separate horticultural business on the Croft. Planning permission was applied for to the Highland Council for erection of a residential property, garage and a produce growing house on the Croft and the planning application was called in by the Authority. At that time, our clients intended that the working of the Croft and separate horticultural business would be our clients' main occupation. In the Business Proposal (March 2004) put forward to the Authority, it was stated:-

"Norman is currently working part time as Project Officer for the Crofters Commission's New Entrant Scheme in Badenoch & Strathspey and Tina is in the Marketing Department of Cairngorm Mountain".

Accordingly the terms of the Agreement were appropriate to our clients' circumstances at the time it was executed.

3. The dwellinghouse was duly constructed and our clients carried out the following works in relation to the development of the Croft and horticultural business:-

- > levelling and preparing the polytunnel site
- > erecting 3 polytunnels (645 sqm)
- > construction of 12 raised beds (approx (12 x 0.3 m each)
- > trickle irrigation throughout
- > supplying mains water/electricity to the site
- > supply of water barrels for rain collection
- > supply of 130 tons topsoil for raised beds
- > 30 m of worktop and storage spaces
- > approx. 350 m fencing

- > planting of various crops -- asparagus, strawberries, raspberries, blackberries, blueberries, gooseberries, redcurrants, blackcurrants, rhubarb, potatoes, carrots, salads, onions, beetroot, tomatoes, beans, peas, kail, sprouting broccoli, cabbages, red cabbage herbs etc

total investment approx £ 20,000

4. The works to establish the Croft and horticultural business occupied the majority of the time of our clients during the period from April to September and continue to occupy a lot of time even now.
5. Our clients have complied with all necessary regulations in relation to the establishment of the Croft and horticultural business and the property is entered in the census return of The Scottish Government Rural and Environmental Research and Analysis Directorate with SEERAD.
6. The Croft and horticultural business has proved in the present economic climate not to be as financially viable as anticipated to support our clients. Mrs MacGeoch requires to have part time employment as a booking agent with a tourism-related company. This work is carried out by her on line from the property and only requires occasional absences by her on business. Mr MacGeoch has required to undertake property maintenance and refurbishment work.
7. Our clients' financial circumstances are such that they require to be in full time employment and accordingly the terms of the Agreement are no longer appropriate to their circumstances.
8. The Agreement does provide that "In the event that the Applicant ceased to be engaged in such work for any reason whatsoever, the National Park Authority may determine that some or all of the conditions, restrictions, obligations and others contained in this Agreement may be modified, varied or discharged".

Our clients accept that it is appropriate to maintain a link between the occupancy of the dwellinghouse and the agreed use of (a) the Croft and land and (b) the horticultural business. Accordingly, our clients do not seek to have the restriction removed in its entirety but seek, in line with many comparable situations relating to crofts and

horticultural businesses for it no longer to be a requirement that they are "solely or mainly" engaged in such work.

9. Due to financial circumstances, our clients have been required to advertise the property for sale on the open market and the expressions of interest received so far indicate that any interested parties are prepared to accept an obligation in relation to the working of the Croft and the operation of the horticultural business as one unit. . Again, however the expressions of interest received indicate that as the Croft and horticultural business are not financially viable on their own, then any interested parties require to be able to undertake employment in addition to the working of the Croft and operation of the horticultural business.

Our clients regret the circumstances which have arisen which require them to seek the variation of the terms of the Agreement. Our clients had earnestly hoped that the working of the Croft and horticultural business would have been financially viable to support them and allow them to be mainly engaged in such.

We would be obliged if the Authority would give consideration to our clients' application but in the meantime we would be obliged if you would kindly acknowledge receipt of this letter.

We confirm that our clients would be happy to attend a meeting to discuss the foregoing.

Yours faithfully



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