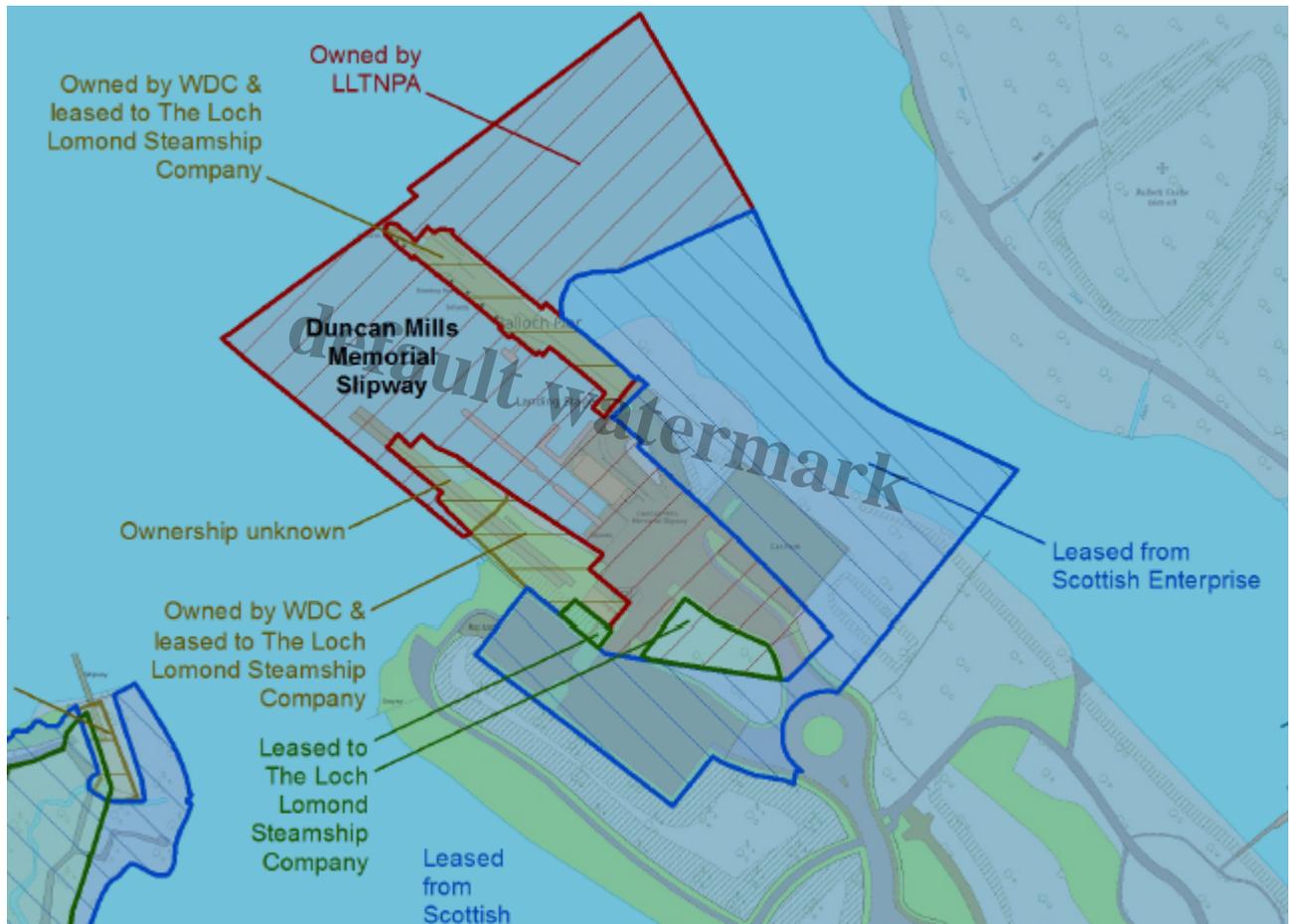


The National Park and Scottish Enterprise's land deal at the Pierhead designed to make Flamingo Land happen

Description



The blue hashed area in the middle of the map shows the land that was formerly leased by the LLTNPA from Scottish Enterprise but has now been transferred to them.

Following my post in June ([see here](#)) about how about the transfer of land from Scottish Enterprise (SE) to the Loch Lomond and Trossachs National Park Authority (LLTNPA) appeared to be paving the way for Flamingo Land's proposed development at Balloch go ahead, I have had responses to further Freedom of Information requests from both bodies.

These confirm that:

- the land transfer took place on 14th May and the agreed price was Â£1, although as of 1st July Scottish Enterprise had not requested this sum;

- a land valuation was conducted on 21st May, i.e after the transfer, and determined the market value of the land was £60k (not a lot for an area which holds the key to Flamingo Land's £40m development).

The most important information, however, was a copy of the land disposition, which was very brief but included a burden (a legal restriction) on how the land could be used in a Section 32 agreement made under the Enterprise and New Towns (Scotland) Act 1990:

4. Burdens

- 4.1 The Property is disposed WITH AND UNDER the terms of the Section 32 Agreement which agreement is made between Scottish Enterprise as the Seller and the Purchaser in terms of Section 32 of the Enterprise and New Towns (Scotland) Act 1990 and which the Purchaser accepts (i) is enforceable by Scottish Enterprise in terms of the Enterprise and New Towns (Scotland) Act 1990; and (ii) the price paid by the Purchaser to the Seller reflects the terms of the Section 32 Agreement.

The first clause in the Section 32 Agreement shows that the LLTNP has agreed **not to change how the area of land that has been transferred from SE will be used** for the next ten years:

"Change of Use"

means the use of the Property for any use other than the Current Use except where the Owner reinvests any income or capital received in the statutory purposes of the Owner as a national park authority or otherwise to enhance the recreational use of the Property, the adjoining premises or Loch Lomond or otherwise for the public good;

For those who do not know Balloch that well, basically most of the land that has been transferred is, although

"Current Use"

means use for any or all of: (1) parking; (2) working areas for the slipway used for launching the Loch Lomond Rescue Boat lifeboat, pleasure craft, commercial craft and/or workboats; (3) events of an ad hoc or temporary nature; (4) access and egress for Balloch Pier and PS Maid of the Loch; (5) the Kayak Licence; (6) container storage for the use of the Owner to store (a) navigation buoys and/or chains, and/or anchors plus associated shackles, ropes and eyes (b) tools and equipment for maintenance of boats and site and (c) educational materials; (7) a temporary compound (enclosed by HERAS or similar fencing) for the use of the Owner for the storage of navigation buoys, chains and anchors; (8) flow plates installed at the trailer park exit to manage traffic flow and out of hours access; (9)

This car

parking area is crucial for enabling vehicular access to Flamingo Land's proposed Aparthotel and

leisure complex on the shore of Drumkinnon Bay, which the Scottish Government currently appears to be trying to rush through the planning system ([see here](#)).



Some of the parking spaces that abut the site still owned by Scottish Enterprise on which Flamingo Land are proposing to build an aparthotel and leisure complex.

The agreement that this land should continue to be used as a car park for ten years is not an accident:

- ten years allows sufficient time for the largest single element of the Flamingo Land development to be built and once built there is no way the car park will be changed;
- it precludes the local community or anyone else progressing alternative proposals for the Pierhead, including as a base for a water sports centre which could be set back the loch shores behind the trees which Flamingo Land wish to remove.

SE's S32 Agreement with the LLTNPA is similar to their Exclusivity Agreement with Flamingo Land, designed to exclude the local community and preventing them from buying the land ([see here](#)). Unfortunately the local community development trust failed to register an interest in this land before the S32 Agreement was signed and as a result they appear, for now, to have been gazumped!

It takes two to agree rotten deals like this. SE confirmed that Adrian Gillespie, their Chief Executive, approved the land transfer and ministerial authorisation was not required for this transaction. The LLTNPA have confirmed that Samantha Stubbs, a middle manager, signed the deal (under delegated authority) but have not yet told me who authorised it. Nor have I yet found out who, if anyone, from the boards of either body were involved.

All this provides more evidence that senior staff in the LLTNPA and SE are still quietly doing all they can behind the scenes, as they have done for over ten years now ([see here](#)) and ([see here](#)), to make

the Flamingo Land development go ahead. It also highlights further the gaping democratic deficit at the heart of the LLTNPA ([see here](#)) – the land transfer should have been properly discussed by their board before being agreed.

As further confirmation of just how rotten the whole land transfer at the Pierhead has been, at the LLTNPA Board Meeting in June 2024, Appendix 3 to Item 12 entitled – ‘Place Programme Delivery Route Map’ – contained the following ‘estimate’ of the scale of investment needed to deliver what was then described as the Pierhead Master Plan:

Scale of investment required.

4.5. Balloch costs are a placeholder as these are as yet not developed. The full Park Partnership Plan period, for the Pierhead Masterplan actions is *estimated* for as a nominal allowance only has been made for costs in Balloch as with needs will become clearer in Balloch, and, where resourcing permits, they

Balloch	2024-25	2025-26	2026-27	2027-28
Average required investment (without inflation)	£0	£0	£800,000	£800,000

Note 1. Investment costs are works only, which may be subject to both professional fees and VAT at 42.5 %.

Note 2. Investment required averaged over years active in an area.

This stank. It was BEFORE any public consultation had started and prejudged the outcome of any plan for the Pierhead and for the Local Place Plan (which is still under development). £2.4m is a lot of money and it seems highly unlikely that LLTNPA staff would have mentioned this sum in public without first clearing it with the Scottish Government (whose civil servants read all the board papers).

When I asked at the start of the year HOW this sum had been calculated I received this explanation from the LLTNPA in February: :

‘It is important to note that the Board Papers of June 2024 do not position the cost information as a ‘budget’ but instead refer to a ‘scale of investment required’. The estimate for Balloch

Pierhead, as a placeholder, was based on the illustration in the Charette Report, page 35, and is a high-level estimate. This high-level estimate of investment required was compiled by a staff member who is an experienced chartered construction professional, using recent construction costs in the NPA area for example at Tarbet for benchmarking. No detailed analysis of costing was undertaken as no detailed plans were available. The Balloch Pierhead project website, see links below, makes clear that the estimate will be refined once consultation with the local community has been completed and a detailed Action Plan developed.

This effectively confirmed the £2.4m was designed to upgrade the car park area at the Pierhead, which was at the time owned by both SE and the LLTNPA, and the estimate was based on the costs of the car park works at Tarbet. Those works were also funded through the Scottish Government, adding to my argument that they must have known about the car park upgrade proposals. It beggars belief that no civil servant was bright enough to ask about the implications for the proposed Flamingo Land development. Some would call it conspiracy! The problem is while conspiracies happen, they are hard to prove beyond all reasonable doubt.

The car park upgrade plan also served to support Scottish Enterprise's interests, not only because it would facilitate vehicular access to the main part of the development but also because it represented another means of subsidising the proposals. Scottish Enterprise had paid some of the costs associated with the first Flamingo Land application and then renewed their agreement to sell what could become prime real estate to Flamingo Land for a knock-down price. The LLTNPA had apparently been negotiating with SE to transfer the land at the Pierhead since its formation but the timing of the transfer show SE only agreed once they were certain the Pierhead Action Plan would further their interests. They then secured those interests with the S32 Agreement.

As further evidence for all this, the £115k that Flamingo Land agreed with Transport to pay towards the cost of upgrading roundabouts ([see here](#)), designed to negate the many objections from the public on traffic grounds, pales in comparison to the proposed £2.4m public investment next door to their aparthotel and leisure complex. Why then did LLTNPA staff never recommend Flamingo Land should contribute towards the £2.4m costs as part of the S75 Agreement should the development go ahead?

All this helps confirm the consultation on the Pierhead Masterplan, later renamed Pierhead Action Plan, was a front designed to legitimise plans that LLTNPA senior management had already decided, quite probably with the knowledge of others in the Scottish Government and Scottish Enterprise. That helps explain why most of the consultation was with stakeholders like the Maid of the Loch, who have long argued for better car parking at the Pierhead and supported the Flamingo Land proposals. It also explains why LLTNPA staff tried to exclude Sid Perrie, the locally elected member for Balloch who asks critical questions, from the consultation process.

All is not lost what needs to happen

While the way the Land Transfer has come about and the conditions attached to it stink, Section 32 Agreements can be cancelled or amended with the agreement of both parties. This means the responsible Scottish Government Ministers, Kate Forbes for SE and Mairi Gougeon for the LLTNPA, should now instruct both organisations to annul the S32 Agreement. Mairi Gougeon also needs to

make it quite clear that the Scottish Government will not fund any plans for the Pierhead until there has been a new and proper public consultation on what should happen in the area. This would remove any suspicion that the Scottish Government has been influencing the plans for the Pierhead to enable the Flamingo Land development to go ahead.

A new start at the Pierhead would be easier to achieve if the local community development trust registered an interest in ALL the land there and indicated they wish to carry out a new public consultation. Imagine the public outcry if the LLTNPA then tried to use the S32 Agreement to stop this.

Category

1. Uncategorized

Date Created

July 24, 2025

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