

#### **Glasgow City Council**

# Contracts and Property Committee

# Item 8

12th June 2025

Report by Executive Director of Neighbourhoods, Regeneration and Sustainability

Contact: George McMillan Ext: 76151

# PROPOSED DISPOSAL OF 3 AREAS OF GROUND AT 9 BELSYDE AVENUE, GLASGOW G15 6AW

#### **Purpose of Report:**

To advise committee on the outcome of the marketing exercise carried out by City Property (Glasgow) LLP in respect of the above noted property.

#### Recommendations:

That Committee

- 1. notes the content of this report; and
- approves the disposal of 3 areas of ground at 9 Belsyde Avenue, Glasgow G15 6AW to Belsyde Properties Limited (SC839487), as part of a larger disposal at this locus, subject to terms and conditions outlined in this report.

Ward No(s): 14 - Drumchapel / Anniesland	Citywide: ✓
Local member(s) advised: Yes □ No ✓	consulted: Yes □ No ✓

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Report to: Contracts and Property Committee

From: Managing Director of City Property (Glasgow) LLP

Date: 12 June 2025

Subject: PROPOSED DISPOSAL OF 3 AREAS OF GROUND AT 9 BELSYDE

**AVENUE, GLASGOW G15 6AW.** 

### 1. Description

1.1. The subject comprises 3 areas of ground at 9 Belsyde Avenue, Glasgow G15 6AW, shown hatched black on the attached plan and extending to 0.08 hectares (0.2 acres), or thereby. The plan is attached for indicative purposes only.

1.2 The subject forms the smaller part of a conjoined site that is co-owned by City Property Glasgow (Investments) LLP (CPGI), formerly housing the Stonedyke Neighbourhood Centre (SNC), which was vacated in 2019 and subsequently demolished having been significantly damaged by fire in September 2023 (shown shaded in blue on the attached plan).

# 2. Planning

2.1. Glasgow City Development Plan was adopted on 29 March 2017. The new local development plan replaced Glasgow City Plan 2 (2009) and sets out the Council's land use strategy providing the basis for assessing planning applications. The City Development Plan does not identify land use zones to direct particular types of development, having overarching policies CPD1 Placemaking & CDP 2 Sustainable Spatial Strategy encouraging development to be informed by a placed base approach.

#### 3. Background

- 3.1 The building that previously stood on the main section of the overall site was originally constructed as an Education facility, operating as the Belsyde Avenue RC Primary School and then the Belsyde Avenue Nursery School before being used as the SNC.
- 3.2 The former SNC was part of the portfolio transfer by Glasgow City Council (GCC) to CPGI in 2010.
- 3.3 The building was vacated in 2019 and remained unoccupied until a fire in 2023.

- 3.4 The 3 areas of GCC ground were declared surplus in July 2024 and approval given to CPGI to include them in the marketing for the overall site, with profit being apportioned on a pro-rata site area basis of 19.552% to GCC. For the avoidance of doubt, GCC will receive the same percentage for any overage payments that may be due to be paid by the Purchaser in the future, as noted in the terms and conditions at section 6 below.
- 3.5 The subject is not currently included in GCC's Log of Opted to Tax Property.

#### 4. Current Position

- 4.1 CPGI's majority ownership in this site is shown shaded blue on the attached plan and extends to 0.331 hectares (0.817 acres), or thereby.
- 4.2 The marketing of the overall conjoined CPGI / GCC site commenced in November 2024 and a closing date was subsequently set for 30 January 2025.
- 4.3 Notwithstanding receipt of several notes of interest, only one bid was received at the closing date, which was for redevelopment of the site to provide twelve midmarket houses.
- 4.4 Following further discussions with the interested party, agreement in principle has been reached for a sale of the conjoined site on the outline terms and conditions noted at section 6 below.
- 4.5 Confirmation of funding by the owner of the bidding company has been received and the site will provide much needed new residential accommodation for the general area.
- 4.6 The CPGI Board has already approved the disposal of the majority CPGI owned interest in the overall site.

#### 5. Purchaser

5.1 Belsyde Properties Limited (SC 839487)

#### 6. Terms and Conditions

- 6.1 The subject comprises 3 areas of ground at 9 Belsyde Avenue, Glasgow G15 6AW, shown hatched black on the attached plan and extending to 0.08 hectares (0.2 acres), or thereby. The attached plan is for indicative purposes only.
- 6.2 GCC's share of the agreed overall purchase price of £40,000, to be SEVEN THOUSAND EIGHT HUNDRED AND TWENTY ONE POUNDS STERLING (£7,821), exclusive of Value Added Tax (VAT), payable on the date of entry.
- 6.5 The purchaser is to satisfy itself in respect of the seller's title.

- 6.6 Each party will be responsible for their own legal expenses in connection with the transaction.
- 6.8 In the event that the purchaser dispones the subject prior to developing the site, the purchaser shall pay the Seller 50% of all sales proceeds in excess of FORTY THOUSAND POUNDS STERLING (£40,000), subject to the deduction of all reasonable marketing costs incurred by the purchaser during the sales process. Any sum due will be payable by the purchaser to the seller within 28 days of the date of onward sale.
- 6.10 The purchaser shall pay to the seller £1,700 per unit, if planning consent for more than 12 residential units is granted. Any sum due shall be payable upon the commencement of works on site.
- 6.11 Each party shall be responsible for their own reasonable and proper legal fees in connection with this transaction.
- 6.12 The purchaser will not be entitled to assign in whole, or in part, its rights under the contract of sale without the seller's consent which shall be granted at its absolute discretion.
- 6.13 All third-party determination in the contract of sale shall be by an independent expert and not by way of arbitration.
- 6.15 The Executive Director of Neighbourhoods, Regeneration and Sustainability, in consultation with the Director of Legal and Administration shall be authorised to conclude all other matters pertaining to the disposal of the subject and to enter into necessary legal agreements on terms which are in the best interest of the Council.

#### 7. Policy and Resource Implications

# **Resource Implications:**

Financial: The disposal will generate a capital receipt for

the Council and there will be a saving in costs of

maintaining these areas of ground.

Legal: The legal team will be required to conclude the

transaction.

Personnel: No direct personnel implications.

Procurement: No procurement implications.

Council Strategic Plan: Mission 1 - Create safe, clean and thriving

neighbourhoods.

**Equality** and **Socio-** No specific equality related outcomes.

**Economic Impacts:** 

support the Council's Equality Outcomes 2021-25? Please specify.

Does the proposal No specific equality related issues.

equality impacts as a result of this report?

What are the potential No equality impacts identified.

policy/proposal help address socioeconomic disadvantage.

Please highlight if the The proposal has no impact on socio-economic will disadvantage.

#### Climate Impacts:

the Does specify:

proposal Whilst not supporting specific Climate Plan support any Climate actions the proposed development will be Plan actions? Please subject to statutory guidelines.

climate impacts as a proposal at this time. result of this proposal?

What are the potential There are no potential climate impacts for this

Will the contribute carbon target?

proposal It is considered that the proposal will not have to either a positive or negative contribution to the Glasgow's net zero City's net zero carbon target.

Common Good:

It is considered that the subject does not form part of the Council's Common Good. It was acquired by the Council's predecessors, The Corporation of the City of Glasgow using statutory powers (The Housing (Scotland) Act 1925). The subject is not on the list of common good assets. There are no conditions in the title that would suggest that the subject was being acquired to be held as part of the common good. There are no other relevant factors to suggest that the subject would form part of the common good of the Council.

**Privacy** and Data **Protection Impacts:** 

No privacy or data protection impacts identified.

# 8. Recommendations

That Committee:

- 8.1 notes the contents of this report; and
- 8.2 approves the disposal of 3 areas of ground at 9 Belsyde Avenue, Glasgow G15 6AW to Belsyde Properties Limited (SC839487) as part of a larger disposal at this locus, subject to terms and conditions outlined in this report.