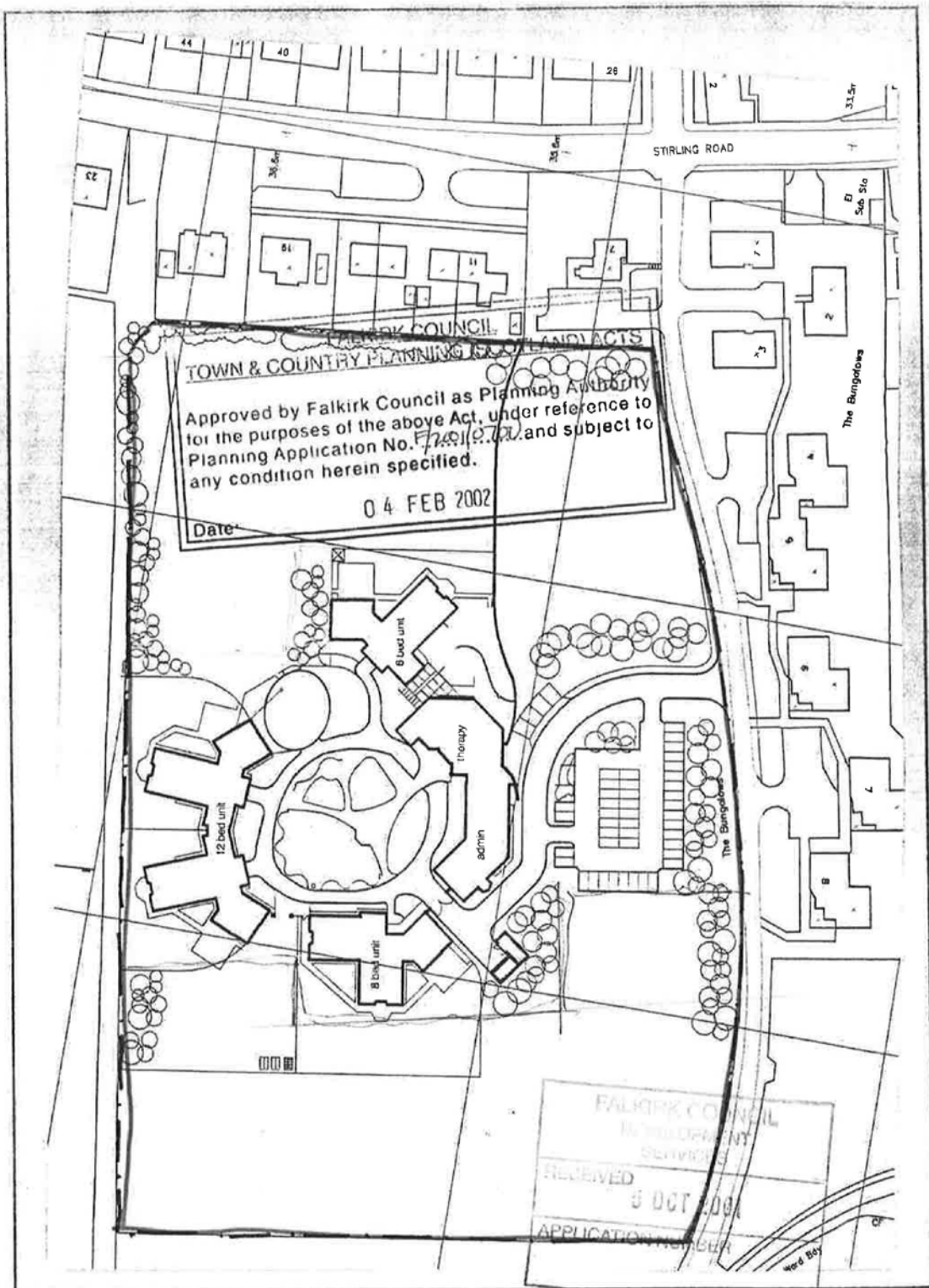


AND WHEREAS the First Party are disposed to grant the said Planning Permission subject to the Second Party entering into an Agreement with the First Party in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997; THEREFORE the Parties hereto have agreed and do hereby agree as follows, videlicet:-

1. Any buildings erected on the site in accordance with the said Planning Permission (Reference F/2001/0700) shall, in all time coming, be used for the purposes of a therapy centre with relative residential and office accomodation and purposes ancillary thereto and for no other purposes in all time coming.
2. Except in so far as developed in accordance with the terms of the said Planning Permission (Ref: F/2001/0700), the site shall remain open and unbuilt on and shall be used for landscape purposes only in all time coming. For the avoidance of doubt, that part of the site to remain open and unbuilt on and to be used for landscape purposes only in all time coming, as aforesaid, is shown outlined and hatched in blue on the said plan annexed and executed as relative hereto.
3. The Second Party hereby warrant that they are the heritable proprietors of the subjects and that no other party other than as described in the title deeds has an interest therein, and further warrant that they will not sell or otherwise dispose of the subjects, or any part thereof or any interest therein, nor grant a charge in respect thereof pending the recording of this Agreement in the General Register of Sasines;
3. The parties hereby agree that in the event of any disputes or differences of opinion arising as to the provisions of these presents or the interpretation hereof such disputes or differences shall be referred to the Sheriff Principal for the Sheriffdom of Tayside, Central and Fife or such other person as may be nominated by him and the decision of the Sheriff Principal or his nominee as the case may be shall be final and binding; But the provisions contained in this clause shall be without prejudice to the rights of the First Party to enforce these presents or any provision hereof or any condition of any planning permission to be granted in respect of the site against the Second Party or anyone deriving title from them;



TITLE
LOCATION PLAN

JAMES TOTTY PARTNERSHIP
CHARTERED ARCHITECTS
38 Willington Street, Sheffield, S11 2JH
Telephone: (0114) 270 0208 Fax: (0114) 275 8691

DATE
OCT. 2001

SCALE
1:1250

PROJECT
L.D. UNIT - LARBERT

JOB CODE
15/539

NUMBER
13

APPENDIX 2



Falkirk Council
Law & Administration Services

Date: 8 July 2009
Our Ref. KQ/JH : DV/PT/58 (PLEASE QUOTE OUR REF)
Your Ref. C1172.12/CYD/HDIS

The Scottish Ministers
c/o NHS Forth Valley
Suite 3
Carseview House
Castle Business Park
Stirling
FK9 4SW

Enquiries to: Karen Quin
Direct Dial: 01324 501279
Fax No: 01324 506071
E-mail: karenanne.quin@falkirk.gov.uk

Dear Sirs

LAND ADJOINING STIRLING ROAD, LARBERT

I refer to the Minute of Agreement between Falkirk Council and the Forth Valley Primary Care National Health Service Trust dated 22nd and 23rd and recorded in the Division of the General Register of Sasines applicable to the County of Stirling on 28th all days of January 2002, a copy of which Minute of Agreement is annexed and signed as relative hereto.

On behalf of and as authorised by Falkirk Council, Municipal Buildings, Falkirk (hereinafter referred to as "the Council") I accept that the westernmost of the two areas shown outlined and hatched blue on the plan annexed and signed as relative to the said Minute of Agreement, incorrectly shows the extent of that area and that the westernmost boundary of that area is as shown by the black dotted line on the plan forming part of the said copy Minute of Agreement. I accept that the ground shown hatched situated to the west of the said black dotted line is therefore excluded from the scope of the said Minute of Agreement.

I further confirm that, when called upon to do so by you or your successors in the ownership of the said area of ground situated to the west of the said black dotted line, the Council will execute a Minute of Variation to reflect the foregoing, subject always, however, to the party requesting the Minute of Variation meeting the Council's reasonable legal costs and outlays (if any) in connection with the transaction.

Yours faithfully

Colin Moodie
Legal Services Manager

..... witness
Karen Quin
Senior Solicitor
Falkirk Council
Municipal Buildings
Falkirk

Acting Director: Rose Mary Glackin

Municipal Buildings,
Falkirk FK1 5RS,
LP 1 Falkirk-2.

Telephone: 01324 506070
01324 506071

www.falkirk.gov.uk

W:\wpunit\MAILIN - Karen\I - Drafts\Planning\RSNH S 75 Variations\Letter from Falkirk Council re 2002 6754
Boundaries rev SW 1.7.09.DOC