

Registers of Scotland

The Writ hereinafter reproduced is recorded in the General Register of Sasines for publication and also as in the Books of the Lords of Council and Session for preservation and execution as follows:-

28 JAN 2002

MINUTE OF AGREEMENT

between

FALKIRK COUNCIL, Incorporated under the Local Government Etc (Scotland) Act 1994 and having its main offices at the Municipal Buildings, Falkirk (who and whose successors are hereinafter referred to as "the First Party")

and

THE FORTH VALLEY PRIMARY CARE NATIONAL HEALTH SERVICE TRUST (otherwise known as Forth Valley Primary Care NHS Trust), established by relative Establishment Order (Statutory Instrument 1998 No. 2713 (S. 140)), statutory successors to Central Scotland Healthcare National Health Service Trust (otherwise known as Central Scotland Healthcare NHS Trust), established by the relative Establishment Order (Statutory Instrument 1994, Number 1607 (S.71)) and from whom it acquired right to the subjects as hereinafter defined by virtue of Transfer of Heritable Property Transfer Order No. V018 by The Secretary of State in exercise of his powers under paragraph 26 of Schedule 7A to the National Health Service (Scotland) Act 1978 dated 25th June, 1999 (who and whose successors as heritable proprietors of the subjects as hereinafter defined are hereinafter referred to as "the Second Party")

WHEREAS the First Party are the Planning Authority for the Falkirk area under the Town and Country Planning (Scotland) Act 1997, as amended; AND WHEREAS the Second Party are the heritable proprietors of ALL and WHOLE the Lands and Estate of Larbert and other lands lying in the County of Stirling all as more particularly described in and disposed by Disposition by The Secretary of State for Scotland in favour of Central Scotland Healthcare National Health Service Trust dated Twenty sixth March and registered in the division of the General Register of Sasines applicable to the County of Stirling on Eighth July both days and months in the year Nineteen hundred and ninety seven (hereinafter referred to as "the subjects");

AND WHEREAS an application has been made by the Second Party to the First Party for Planning Permission Ref: F/2001/0700 for the creation of residential accommodation, therapy centre and an office all on the area of land lying to the west side of Stirling Road, Larbert which area of land is shown outlined on red on the plan annexed and executed as relative hereto and which area of land (hereinafter referred to as the 'site') forms part of the subjects:

REGISTERS OF SCOTLAND
GENERAL REGISTER OF SASINES
COUNTY OF STIRLING
FIGURE 11 FRAME 16
PRESENTED AND RECORDED ON 28 JAN 2002

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This is the copy Minute of Agreement referred to in the foregoing letter by Falkirk Council to the Scottish Ministers dated 8th July 2001.

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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 accommodation 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;

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4. The Second Party hereby agree to meet the First Party's whole legal fees and other expenses and outlays in connection with these presents including the dues of registering the same in the Books of Council and Session and of obtaining two extracts, one of which shall be for the First Party's use;
5. The parties hereby grant consent to registration hereof for preservation and execution as well as for publication: IN WITNESS WHEREOF these presents typewritten on this and the preceding page are together with the Plan annexed and signed as relative hereto executed as follows: they are subscribed for and on behalf of the said The Forth Valley Primary Care National Health Service Trust by Elizabeth Anne Hawkins, Chief Executive and Robert Guyan Stewart, Director of Finance, both as Trustees at Larbert on the Twenty Second day of January Two Thousand and Two; and they are sealed with the Common Seal of Falkirk Council and subscribed for and on their behalf by Elizabeth Stewart Morton, Director of Law and Administration at Falkirk on the Twenty Third day of January Two Thousand and Two

*Elizabeth Morton**Robert Stewart**E. Anne Hawkins*

REGISTER on behalf of the within named FALKIRK COUNCIL for preservation and execution as well as for publication in the REGISTER of the COUNTY of STIRLING.

Alan W. Henderson
Solicitor, Falkirk,
Agent.

REGISTER on behalf of the within named THE FORTH VALLEY PRIMARY CARE NATIONAL HEALTH SERVICE TRUST for preservation and execution as well as for publication in the REGISTER of the COUNTY of STIRLING.

W.S. Settelers
W.S. Settelers, Edinburgh
Agents

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THIS IS THE PLAN REFERRED TO IN THE FOREGOING AGREEMENT BETWEEN FALKIRK COUNCIL AND THE FALKIRK PLANNING COMMITTEE FOR THE SERVICE OF THE

Town and Country Planning (Scotland) Act 1997
This is the plan referred to in the foregoing Agreement in terms of Section 75 between:

1:2500

Elizabeth Smith

Crown
Copyright
Licence No.
LA 080341

[Signature]

1/1/1

L. Annandale

Location	Land off Stirling Road, Larkhall		
Details of agreement	Restriction of any further development or use on the site.		
Planning Application No.	P/2001/0700	Section 75 Reference No.	S.75.2001.17

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AND the said Lords grant Warrant for lawful execution hereon.

EXTRACTED by me having commission to that effect from the Keeper of the Registers of Scotland.

[Signature]

[Handwritten note:] This is the way it should be done by Falkirk Council to the planning committee dated 28 July 2009

General Register of Sasines

Extract Registered 28 Jan 2002

MINUTE OF AGREEMENT

between

FALKIRK COUNCIL

and

THE FORTH VALLEY PRIMARY
CARE NATIONAL HEALTH SERVICE
TRUST

Subjects: LAND ADJOINING
STIRLING ROAD, LARBERT

SHEPHERD AND WEDDERBURN WS

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