

MINUTE OF AGREEMENT

between

CENTRAL REGIONAL COUNCIL

and

MRS. R. KIRK

F/90/861

1993

Subjects:- 32.50 acres at Kinglass
Farm, Bo'ness

W. F. Magee, Esq.,
Director of Administration and
Legal Services,
Central Regional Council,
Viewforth,
STIRLING.

MINUTE OF AGREEMENT

between

CENTRAL REGIONAL COUNCIL, constituted by and incorporated under the Local Government (Scotland) Act 1973 and having its headquarters at Viewforth, Stirling and its statutory successor (hereinafter referred to as "the Regional Council")

OF THE FIRST PART

and

MRS. AGNES GRANT GILFILLAN OR KIRK, residing at Kinglass Farm, Bo'ness and her successors whomsoever (hereinafter referred to as "the Owner")

OF THE SECOND PART

WHEREAS

- ONE The Regional Council is the Regional Planning Authority for the Central Region in terms of the Local Government (Scotland) Act 1973 ("the 1973 Act") for the purposes of the Town and Country Planning (Scotland) Act 1972 ("the 1972 Act").
- TWO The Owner is the heritable proprietor of the subjects extending to thirty-two acres and fifty decimal or one-hundredth parts of an acre or thereby at Kinglass Farm, Bo'ness, which subjects are shown outlined in red on the plan annexed and executed as relative hereto ("the said plan") and are more particularly described in the First Schedule annexed and executed as relative hereto, which plan is demonstrative only and not taxative (hereinafter referred to as "the subjects").
- THREE The Owner has applied for outline planning permission to develop the subjects for residential purposes (hereinafter referred to as "the development"), in accordance with the application submitted to Falkirk District Council (constituted by and incorporated under the Local Government/

Government (Scotland) Act 1973) on Twenty-seventh August, Nineteen Hundred and Ninety, which application is numbered F/90/861 including any amendments thereto ("the said application") and which development is within the administrative areas of both Falkirk District Council and the Regional Council.

FOUR The said application was subsequently called-in for determination by the Regional Council in terms of their powers under the 1972 Act as amended and as applied by the 1973 Act.

FIVE The Regional Council is satisfied that the development is such as may be approved by the Regional Council under the 1972 Act as amended. Notwithstanding approval of the said application as aforesaid, the Owner has agreed to enter into this Agreement in terms of Section 50 of the 1972 Act ("the Agreement").


NOW AND THEREFORE the parties hereto have agreed and do hereby agree the following conditions *videlicet*:-

ONE The Agreement is made in terms of Section 50 of the 1972 Act as amended. The Owner warrants that she is the proprietor or heritable proprietor of the subjects and that no other parties are "interested" in the subjects in terms of Section 50 of the 1972 Act and that she will not sell or otherwise dispose of the subjects or any part thereof pending recording of the Agreement in the General Register of Sasines.


TWO The Regional Council on the recording of the Agreement in the General Register of Sasines by the parties hereto, shall issue to the Owner a formal notice in terms of the Town and Country Planning (General Development Procedure) (Scotland) Order 1992 granting outline planning permission for the development all in the form of the copy planning permission annexed and executed as relative hereto and forming the Second Schedule hereto (hereinafter referred to as "the planning permission").

THREE In the event of the Owner failing to commence the development on the subjects within the timescale specified for commencement of the development in any condition attached to the planning permission, whether in outline or simpliciter and the Regional Council being satisfied that the development has not commenced and will not commence in the future, then the Owner shall be entitled to apply for, and the Regional Council shall grant a Discharge hereof, and the parties hereto shall execute a valid Deed of Discharge for recording in the Division of the General Register of Sasines applicable to the County of West Lothian or registration in the Land Register of Scotland.

FOUR Notwithstanding the terms of Section 19(2)(f) of the 1972 Act and the Town and Country Planning (Use Classes) (Scotland) Order 1989, the Owner undertakes that during the currency of these presents the following restrictions shall apply to the use and the development of the subjects *videlicet*:-

 (One) The area of ground extending to twelve acres and five decimal or one tenth parts of an acre or thereby and shown coloured green and hatched in black on the said plan shall be planted as a Woodland Area in terms of a Woodland Management Plan to be prepared/

prepared by the Owner and submitted to the Regional Council for approval prior to the submission of an application to the Local Planning Authority in respect of the reserved matters referred to in the planning permission. The Woodland Management Plan shall be implemented and completed during a three month period commencing no later than the first day of November in the year in which the development is commenced on the subjects. For the avoidance of doubt "completed" shall mean all of the trees planted and protected in accordance with the Approved Plan, excluding the subsequent maintenance thereof. The Owner shall ensure free and uninterrupted access to the Woodland Area at all times subject to such restrictions as are deemed to be necessary for the protection of new planting. The Owner shall arrange for the future maintenance of the Woodland Area, to the satisfaction of the Regional Council. Under exception of Condition SIX hereof, no future development on nor change of use in respect of the said area of ground referred to in this Condition FOUR (One) ("the Woodland Area") shall be permitted. All existing rights of way and footpaths which are located within the Woodland Area shall be safeguarded by the Owner.



- (Two) The Owner shall construct no more than One Hundred and Thirty houses on the area extending to Sixteen acres or thereby (hereinafter referred to as "the Residential Area") and shown outlined in brown on the said plan (which area shall for the avoidance of doubt exclude the aftermentioned areas of structural planting shown coloured green and cross-hatched in black on the said plan) subject to the provisions relating to phasing contained in Condition FIVE hereof. There shall be no future sub-division of nor change of use in respect of each of the housing plots to be specified in the applicable detailed planning permission. A clause to this effect will be inserted in any Feu Disposition or other deed granted by the Owner in respect of each of the said housing plots.
- (Three) The Owner shall undertake at her sole expense advance structural planting on (First) that part of the southern boundary of the Residential Area extending to a minimum depth of fifteen metres as shown coloured green and cross-hatched in black on the said plan and (Second) the remaining boundary of the Residential Area extending to a minimum depth of five metres also shown cross-hatched in black and coloured green on the said plan in terms of a Structural Planting Scheme to be prepared and submitted to the Regional Council for approval (hereinafter referred to as the "structural planting scheme") prior to the submission of an application to the Local Planning Authority in respect of reserved matters referred to in the planning permission. The structural planting scheme shall be implemented and completed during a three month period commencing/

commencing no later than the First day of November in the year in which the development is commenced on the subjects. For the avoidance of doubt "completion" shall mean all of the trees planted and protected in effect in accordance with the approved scheme, excluding the subsequent maintenance thereof.

FIVE The Owner shall provide a public footpath between:-

(One) Point C and Point D as shown by a broken black line on the said plan to a standard suitable for adoption by the Roads Authority. The said footpath shall connect adequately with the proposed footpath on Gauze Road indicated on point D and to the existing footpath adjacent to point C on the said plan. For the avoidance of doubt, this public footpath shall incorporate adequate street lighting to the satisfaction of the Roads Authority and shall reach the stage of practical completion on the same day as the fiftieth house to be constructed on the subjects as part of the development, reaches the stage of practical completion; and

(Two) Point A and Point B and between Point E and Point F on the said plan to a specification to be agreed with the Regional Council. These public footpaths shall each reach the stage of practical completion on the same day as the one hundredth/

hundredth house to be constructed on the subjects as part of the development reaches the stage of practical completion. For the avoidance of doubt "completion" of the component parts of the development shall be deemed to have occurred on the issue of the Project Architects' Certificate of Practical Completion.

SIX The Owner undertakes to transfer to a Housing Association or other body nominated by the Regional Council the area of ground extending to two acres shown outlined in blue on the said plan ("the land") within seven years of the date or dates of these presents on the following conditions:-

(One) The consideration shall be TWO THOUSAND FOUR HUNDRED POUNDS (£2,400) STERLING together with the sum of NINE THOUSAND SEVEN HUNDRED POUNDS (£9,700) STERLING ("the said consideration") representing reimbursement of the cost of a composite report by Roy Easton and Company, Consulting Civil Engineers, Glasgow dated 30th June, 1992 ("the said reports") obtained by the Owner. In exchange for payment of the said consideration, the Owner will be obliged to deliver the said reports to the said Housing Association or other body nominated by the Regional Council.

(Two) The land shall be used by the purchaser for the construction of local and special needs housing and for no other purpose whatsoever. For the avoidance of doubt 'Special Needs Housing' comprises residential accommodation which because of a specific physical or management characteristic meets the needs of an identifiable/

identifiable or quantifiable social group which, without prejudice to the foregoing generally, shall include elderly people, young single homeless and the disabled and for no other purpose whatsoever.

In the event of a failure by the Housing Association or such other nominated body to develop the land as aforesaid within a period of three years from the date of transfer of the land (which shall, for the avoidance of doubt, include the date of entry under missives concluded by the said Housing Association or other such nominated body for the transfer of the land) the land shall at the request of the Owner be reconveyed to the Owner for the same consideration as that referred to at SIX (One) above.

SEVEN For the avoidance of doubt it is hereby declared that in the event of a breach of any condition(s) of this Minute of Agreement, the Regional Council shall in addition to being entitled to exercise all powers available to it as Regional Planning Authority in terms of the 1972 Act (as amended) be entitled to ensure compliance with the terms and conditions of this Minute of Agreement in full by exercising all contractual remedies available to it under the Law of Scotland including without prejudice to the generality of this provision interdict and decree *ad factum praestandum*.

EIGHT All parties hereto consent to registration hereof for preservation and execution. IN WITNESS WHEREOF _____

Placed in the ...

*CRC
2nd*

[Redacted]

Witness

[Redacted]

Member
Member
DEALS
Rk

REGISTER on behalf of the within-named CENTRAL REGIONAL COUNCIL in the REGISTER of the COUNTY of WEST LOTHIAN.

Solicitor,
Stirling, Agent

REGISTER on behalf of the within-named MRS. AGNES GRANT GILFILLAN OR KIRK in the REGISTER of the COUNTY of WEST LOTHIAN.

[Redacted]

FIRST SCHEDULE

DESCRIPTION OF THE SUBJECTS

ALL and WHOLE that area of ground extending to thirty-two acres and fifty decimal or one hundredth parts of an acre or thereby and one decimal or tenth part of an acre or thereby lying on the north side of Borrowstoun Road, Bo'ness in the County of West Lothian which subjects form part and portion of ALL and WHOLE that area or piece of ground extending to thirty-eight acres and eighty-eight decimal or one hundredth parts of an acre or thereby more particularly described in and shown delineated in blue on the plan annexed and executed as relative to the Disposition by the Provost, Magistrates and Councillors of the Burgh of Bo'ness in favour of Mrs. Agnes Grant Gilfillan or Kirk dated Fifteenth May and registered in the Division of the General Register of Sasines applicable to the County of West Lothian on Fifth June, both months in the year Nineteen Hundred and Seventy-five (Book 894 - Folio 160).

This is the First Schedule referred to
in the foregoing Minute of Agreement.

CRC

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men

DALS

R

Hughes & Co Taylor 1/10.



F.A.D. Garden Land.

ADMINISTRATION & LEGAL SERVICES DEPARTMENT
Viewforth Stirling FK8 2ET Tel. (0786) 442000

WITH COMPLIMENTS

Director W. F. MAGEE

*Gordon — Kinglass Farm Footpath agreement as arranged —
please let me know if you are happy, copy with plan! Sorry
I don't have a colour version, hope this is clear enough.*

13351

Fax. No. 0786 443394
DX ST.22



MINUTE OF AGREEMENT

between

FALKIRK DISTRICT COUNCIL
Municipal Buildings, Falkirk (hereinafter
referred to as "the First Party")


and

**BEAZER HOMES (SCOTLAND)
LIMITED**, a Company incorporated
under the Companies Acts and having
their registered office at 54 Grahams
Road, Falkirk (hereinafter referred to as
"the Second Party")

WHEREAS the First Party are heritable proprietors of the subjects over which the aftermentioned footpaths are to run, and whereas the Second Party are heritable proprietors of subjects to the south of the subjects owned by the First Party, and whereas agreement has been reached between the First Party and the Second Party relating to construction of the aftermentioned footpath therefore it is hereby agreed as follows:-

- (One) The First Party shall permit the Second Party to construct a pedestrian footpath along the route shown by a black dotted line and coloured orange on the plan annexed and executed as relative hereto (hereinafter referred to as "the said Plan") and shall permit the Second Party to construct a footpath link along the dotted black line shown coloured pink on the said plan, subject to reinstatement of any damage occasioned thereby all to the reasonable satisfaction of the First Party.
- (Two) The First Party shall permit access over subjects adjoining the footpath routes to the Second Party for the purposes of constructing the said footpaths and associated lighting and shall thereafter permit access over the footpaths to the Second Party and to the general public for all purposes whatsoever until said footpaths are taken over for maintenance by Central Regional Council.

(Three)/

OK. Confirmed by 
Higgins 5/10/94
cu

(Three) The Second Party shall bear the cost of the First Party's fees and any other expenses and outlays relative to these presents including the dues of registering this Minute of Agreement in the Books of Council and Session.

(Four) The First Party and the Second Party grant warrant to register these presents for preservation and execution: IN WITNESS WHEREOF these presents typewritten upon this and the preceding page are, together with the plan annexed hereto, executed as follows:- they are sealed with the Common Seal of Falkirk District Council and subscribed for and on their behalf by John Davidson and John Harley Jenkinson, two of their members and Mary Pitcaithly, Depute Director of Law and Administration at Falkirk on the Fifteenth day of September Nineteen Hundred and Ninety four; And they are, in terms of Power of Attorney by the said Beazer Homes (Scotland) Limited dated Seventeenth and Eighteenth and registered in the Books of Council and Session on the Twentieth all days of December Nineteen Hundred and Ninety executed by being subscribed for us and on our behalf by our Attorneys Mrs Joan Margaret Hutchison Walker and Robin William Flockhart, both Writers to the Signet formerly of Thirty Three and now of Sixty Eight Queen Street, Edinburgh at Edinburgh on the Twenty first day of September in the year last mentioned in respect of the Minute of Agreement.

[REDACTED]

ATTORNEY FOR
BEAZER HOMES (SCOTLAND) LIMITED

ATTORNEY FOR
BEAZER HOMES (SCOTLAND) LIMITED

MINUTE OF AGREEMENT

between

FALKIRK DISTRICT COUNCIL

and

B E A Z E R H O M E S
(SCOTLAND) LIMITED

1994

Subjects: Footpath and footpath
link, Kinglass Farm, Bo'ness

Erskine House
68 Queen Street, Edinburgh
File Ref: 5/HCS/BEA3287
WP REF: KINMIN.AMM
FAS: 0048

ALEX MORISON & CO W S

