

5434

MINUTE OF AGREEMENT

between

THE STIRLING DISTRICT COUNCIL constituted under the Local Government (Scotland) Act 1973 and as such Planning Authority under The Town and Country Planning (Scotland) Act 1972 (hereinafter referred to as "the first parties")

and

STAKIS PLC, (formerly named the Reo Stakis Organisation Limited) a Company incorporated under the Companies Act and having their Registered Office formerly at 44 Parliamentary Road, Glasgow and now at 244 Buchanan Street, Glasgow, (hereinafter referred to as "the second parties")

WHEREAS the first parties are the Planning Authority for the District of Stirling under the Town and Country Planning (Scotland) Act 1972 as amended by the Local Government (Scotland) Act 1973; AND WHEREAS the second parties are heritable proprietors of ALL and WHOLE the subjects known as Holmehill in the Burgh of Dunblane, Parish of Dunblane and Lecropt and County of Perth being the subjects more particularly described in and disposed by Disposition by Kenneth Griffiths Templeton and Others in favour of Mrs Grace Glen or Donaldson dated Ninth November and subsequent dates and recorded in the Division of the General Register of Sasines applicable to the County of Perth on the Second day of December both months in the year Nineteen Hundred and Thirty Nine, BUT ALWAYS EXCEPTING AND RESERVING from the said last-mentioned subjects (First) those subjects excepted from the said subjects referred to in Disposition by Dunblane Hotel Hydro Limited in favour of the second parties (then known as The Reo Stakis Organisation Limited) dated Twentieth day of March and recorded in the said Division of the General Register of Sasines on Twenty Third day of April both months in the year Nineteen Hundred and Seventy Five; and (Second) the plot or area of ground shown delineated in red on the plan aftermentioned which formerly belonged to the second parties and which said whole subjects now belonging to the second parties are shown within the boundary lines coloured blue on the plan thereof marked 'plan A' annexed and executed a relative hereto (which said plan is demonstrative only and not taxative and its accuracy is not warranted and is hereinafter referred to as 'plan A') and which said whole subjects are hereinafter referred to as "Stakis' land"; AND WHEREAS the second parties made application to the first parties for planning permission in principle for the erection of forty three dwellinghouses on the said plot or area of ground shown delineated in red on the said plan A; AND WHEREAS the first parties in virtue of the powers conferred on them by Section Fifth of the Town and Country Planning (Scotland) Act 1972 agreed with the second parties that in consideration of the first parties agreeing, as they did agree, to grant planning permission/

PAGE SECOND

permission for the erection of the said dwellinghouses on the said lastmentioned plot or area of ground, the second parties should enter into an agreement with the first parties in terms of Section 50 of the said Act of 1972; THEREFORE the first parties and the second parties do hereby agree as follows, videlicet:-

FIRST

- (a) The second parties hereby undertake that the irregularly shaped areas of ground, part of Stakis' land shown (1) outlined and hatched green and (2) outlined in blue (but excluding the area delineated in brown) on the beforementioned plan A, shall never be used except as public pedestrian areas and public open space; and in the context of this sub-clause it is recorded that use as public pedestrian areas shall mean that the second parties shall permit the general public a right of pedestrian access at all times over those parts of Stakis' land which may from time to time be set aside in terms of this Agreement as footpaths for the use of the general public and use as public open space shall mean that the second parties will be prohibited from erecting or suffering to be erected any additional or new buildings or other permanent structures upon the surface of those parts of Stakis' land to be set aside by the second parties as public open space.
- (b) The first parties hereby acknowledge that part of Stakis' land shown delineated in brown on the said plan A and also delineated in brown on the larger scale plan marked 'plan B' annexed and executed as relative hereto would be suitable for the construction thereon of a building or buildings or for the alteration of any existing buildings thereon for use as offices for any purpose within the meaning of Class II of The Town and Country Planning (Use Classes) (Scotland) Order 1973.

SECOND/

SECOND

The first parties will be liable in all time coming to keep and maintain the public pedestrian areas referred to in sub-clause (a) of CLAUSE FIRST herein in a good and sufficient condition and state of repair at their sole expense and will be bound to keep the second parties and their successors in ownership of the said subjects freed, relieved and indemnified against actions, claims or demands of whatsoever nature arising from or attributable to directly or indirectly the exercise by the general public of the right of pedestrian access hereinbefore granted or from any failure by the first parties to keep the said public pedestrian areas in a good and sufficient condition and state of repair (excepting always any such actions, claims or demands as may be occasioned by the negligence or wrongful acts of the second parties and their foresaids).

THIRD

During the period from the date hereof until the date on which the second parties or their foresaids or their respective contractors commence work of development on the said area shown outlined in brown on the said plan A and plan B there shall be comprised in the public pedestrian areas only the footpaths as presently existing within the said area shown coloured hatched green on the said plan A; As from the date on which the second parties and their foresaids commence development works on the firstmentioned area, the public pedestrian areas will be restricted to the existing footpaths shown coloured yellow on the said plan A and (a) a new footpath to be constructed and laid by the first parties at their expense along a line to be agreed with the second parties and their foresaids which said line will generally be close to and will follow the contour of the northmost boundary of that area of ground shown delineated in red on said plan A and the contour of which said lastmentioned boundary lies between the points marked "A" and "B" on said plan A).

FOURTH

Notwithstanding anything to the contrary contained in Clause SECOND the first parties will not be liable for the condition and state of repair of any footpaths which may be constructed or laid by the second parties or their foresaids at their own expense for access to the said area shown delineated in brown on the said plan A and plan B.

FIFTH/

FIFTH

It is understood that if the second parties or their successors as proprietors of the said area of ground shown outlined green and coloured and hatched green on the said plan A fail to observe the terms of Clause FIRST hereof, the first parties shall be entitled to demand, after giving reasonable prior written notice, that the said terms be complied with, within a period of one month, of the second parties' receipt of written notice as aforesaid and should the second parties continue to fail to observe the said terms, after the expiry of the said one month period the first parties shall be entitled to enter upon the said lastmentioned area of ground to take any reasonable steps necessary to secure such compliance including the removal of any structures, or other erections of whatever nature, or any other works or things which may have been erected by or with the authority of the second parties or their foresaids in breach of the terms of Clause FIRST hereof and which are required to be removed to secure compliance with the said terms: and the first parties shall be entitled to recover from the second parties as a civil debt any reasonable costs which may have been properly and necessarily incurred by them as the result of the exercise of their rights hereunder.

SIXTH

The first parties will be entitled and will be bound to erect directional sign boards within the said area shown coloured and hatched green on the said plan A for the guidance of the general public using the public pedestrian areas and which said directional sign boards will be erected in locations and will be of a style to be approved by the second parties and their foresaids (which approval will not be unreasonably withheld).

SEVENTH

The first parties and the second parties hereby agree that in the event of any dispute or difference of opinion arising as to the provisions of these presents or the interpretation thereof/

thereof, such dispute or difference shall be referred to the Secretary of State for Scotland or to such other person or persons as may be nominated to him and the decision of the Secretary of State or his said nominees as to 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 parties to enforce these presents or any provision thereof or any additional provision of any planning consents granted by the first parties to the second parties or their successors as proprietors of the said subjects other than those mentioned in the proviso to sub-section (2) of Section 50 of the said Act of 1972.

EIGHTH

The first parties and the second parties hereby consent to the registration hereof for preservation: IN WITNESS WHEREOF these presents, typewritten on this and the four preceding pages, together with the plans marked Plan A and Plan B annexed hereto, are executed as follows: they are sealed with the Common Seal of the second parties and signed for them and on their behalf by John Forsyth Loughray one of their Directors and Anthony Lang, the Secretary all together at Glasgow on the Twenty Seventh day of July Nineteen Hundred and Eighty Seven: and they are sealed with the Common Seal of the first parties and subscribed for them and on their behalf by Helen Scott and George Watt, two of their Members and by Ian Cameron, their Assistant Chief Executive (Secretariat) all together at Stirling on the Twentieth day of August in the year last mentioned.



Helen Scott
George Watt
I. Cameron

REGISTER on behalf of the within named THE STIRLING DISTRICT COUNCIL for preservation as well as for publication in the REGISTER of the COUNTY of

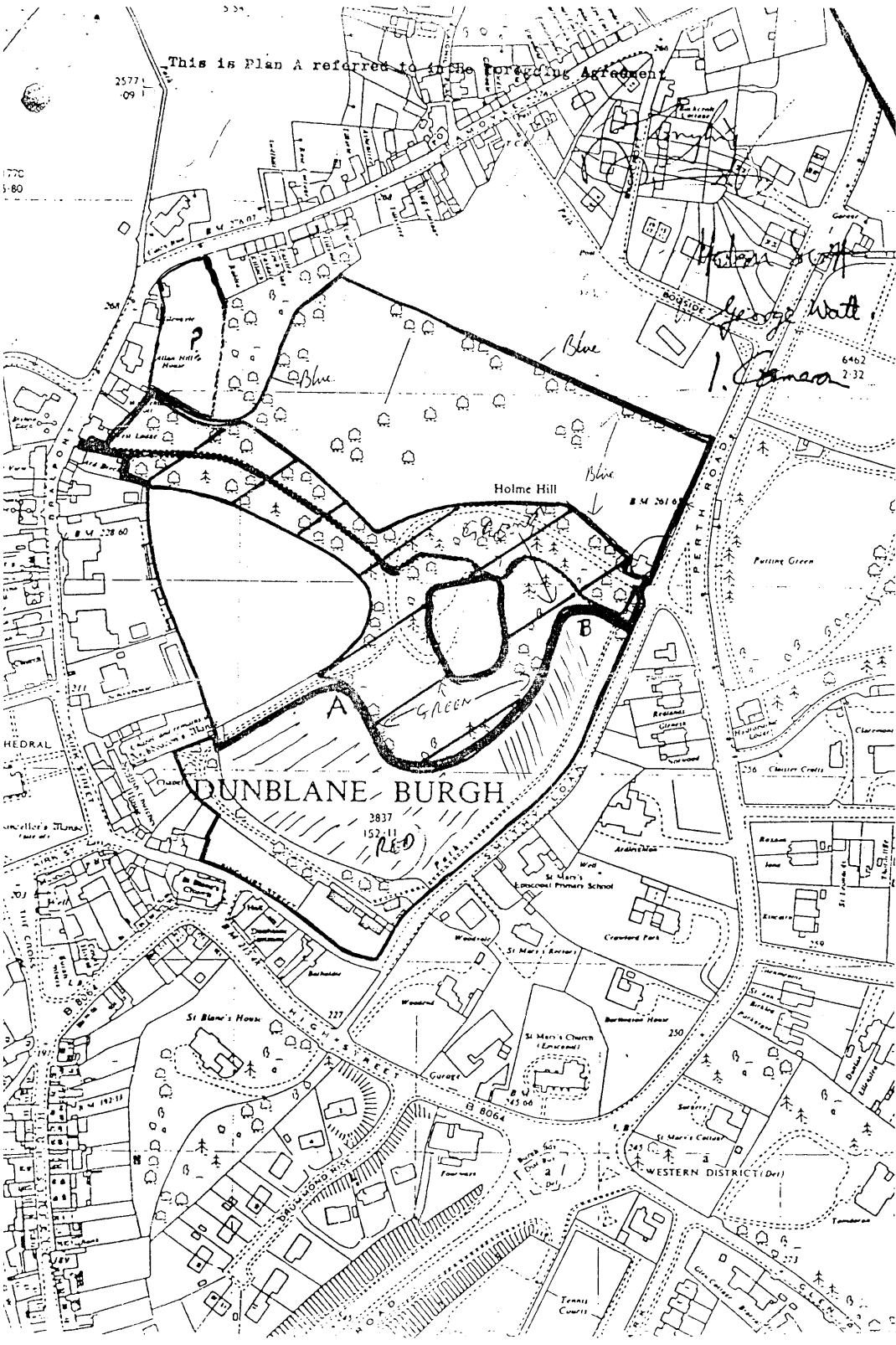
Alister A. Brown
Solicitors, Stirling
Agents.

REGISTER on behalf of the within named STAKIS PLC for preservation as well as for publication in the REGISTER of the COUNTY of PERTH

John Donald
Solicitors, Glasgow
Agents.

This is Plan A referred to in the Foregoing Agreement

1770
1860



Handwritten notes:
Helen
George Watt
I. Camara
6462
232

DUNBLANE BURGH

3837
152-11
(RED)

Holme Hill

B.M. 2610

GREEN

A

B

Petting Green

HEDRAL

St. Mary's
Elementary Primary School

St. Mary's
School

St. Mary's Church
(Lancaster)

WESTERN DISTRICT (Des)

Tennis
Court