

MINUTE OF AGREEMENT

between

CAIRNGORM NATIONAL PARK AUTHORITY, established by and acting under the National Parks (Scotland) Act 2000 and the Cairngorms National Park Designation Transitional and Consequential Provisions (Scotland) Order 2003 as Planning Authority in terms of Article 7(3) of the 2003 Order and Section 46 of the Town and Country Planning (Scotland) Act 1997 and having a place of business at Albert Memorial Hall, Station Square, Ballater (who and whose successors are hereinafter referred to as “the National Park Authority”)

and

** *Insert name applicant*, residing at *address* (hereinafter referred to as “the Proprietor”)

CONSIDERING:-

(i) That the National Park Authority has responsibility for determining planning applications within the National Park area in terms of Article 7 of the Cairngorms National Park Designation, Transitional and Consequential Provisions (Scotland) Order 2003 and Section 46 of the Town and Country Planning (Scotland) Act 1997.

(ii) That the National Park Authority is entitled in terms of Section 75 of the 1997 Act to enter into an agreement with any person interested in their area (insofar as the interest of that person enables him to bind the land) for the purpose of restricting or regulating the development or use of the land, either permanently or during such period as may be described by the agreement.

(iii) That the Proprietor is the heritable proprietor of ALL and WHOLE the subjects at (*insert conveyancing description of the land in question*) (hereinafter referred to as “the Site”)

(iv) That the Proprietor has submitted a planning application to the Highland Council, having a place of business at ????????? (under the Council’s reference (*insert reference number*)) for planning permission for the erection of a residential property on the Site (hereinafter referred to as “the Development”) and the said planning application was called in by the National Park Authority in terms of its powers under Article 7(3) of the Cairngorms National Park Designation,

Transitional and Consequential Provisions (Scotland) Order 2003 which makes reference to Section 46 of the Town and Country Planning (Scotland) Act 1997.

(v) That the National Park Authority has resolved to grant planning permission for the Development subject to certain conditions and has requested that certain other matters pertaining to the Development be regulated in a written Agreement between the parties under the provisions of Section 75 of the Town and Country Planning (Scotland) Act 1997 for the purposes of restricting the development or use of the Subjects.

(vi) That the Proprietor has agreed to enter into such Agreement with the National Park Authority.

NOW THEREFORE the National Park Authority and the Proprietor DO HEREBY AGREE as follows:-

(ONE) Definitions

In this Agreement the following words have the meanings ascribed to them as follows:-

“land based industry activity”

means any type of employment or self employed occupation which relates to the land and without prejudice to the foregoing generality - forestry, agriculture, farming, gamekeeping, outdoor activities in the leisure and tourism sector, or any other such land based activity which has been expressly deemed to come within this definition by the National Park Authority in writing.

“Badenoch and Strathspey area”

the area known as Badenoch and Strathspey which comes within the boundary of the National Park Area

“National Park Area”

the area of land coming within the boundaries of the National Park Authority area

“the Occupier”

means the person occupying the property on a permanent basis

(TWO) Restriction on Occupancy of the Property

The proprietor, for himself and his successors in title hereby undertake that the property once erected may only be occupied by someone engaged solely or mainly in land based industry activity within the Badenoch and Strathspey area and by a dependent of such a person residing with him or her. Upon termination of any such employment relationship whether in accordance with the proprietor's employment contract or statutory termination thereof, the National Park Authority may determine that some or all of the conditions, restrictions, obligations and others contained in this Agreement may be modified, varied or discharged

(THREE) Obligations in relation to Securities

In the event of any loan secured over the Site and any property built thereon being called up by the lender, the Proprietor or his successor in title is under an obligation to give written notification to the National Park Authority of this event.

(FOUR) Discharge

In the event that the planning permission granted by the Decision Notice is revoked or in any way falls prior to commencement of the construction of the property, then these presents shall fall and be deemed *pro non scripto* and the National Park Authority shall forthwith grant a Discharge of this Agreement.

In the event of a change to the planning or other circumstances of the site which appears to any party to the Agreement or to their successors in title to render any of the conditions, restrictions, obligations and others contained in this Agreement no longer relevant, the parties or their successors in title shall consider whether the said conditions, restrictions, obligations and others or any of the should be modified, varied or discharged.

In considering any such modification, variation or discharge, both parties will be required to act reasonably having regard to said changed circumstances. Any variation shall be effective as from the date of recording of the relevant Deed of Variation in the relative Register of Sasines or Land Register and this Agreement shall be deemed to be amended with effect from such date. The Proprietor shall reimburse the National Park Authority in respect of all reasonable legal expenses incurred by the National Park Authority in connection with such further agreement.

(FIVE) Arbitration

Any dispute arising between the parties hereto as to the interpretation or application of this Agreement or any part of it shall be referred for the purpose of arbitration to an arbiter to be mutually agreed by the parties and failing agreement appointed by the Sheriff of Grampian Highland and Islands at ??? and the decision of the arbiter including any award of expenses shall be final and binding on the parties and failing such award the cost of any such arbitration shall be borne equally by the parties.

(SIX) Validity of Provisions

Each of the provisions of this Agreement is agreed independently of the others and in the event that any of them are held to be or become invalid or unenforceable for any reason then the remaining provisions shall continue in full force and effect.

(SEVEN) Burdens

The terms and conditions of this Agreement are created real and preferable burdens upon and affecting the Site and binding on the Proprietors or Proprietors of the Site from time to time and as such are appointed to be recorded or otherwise to be validly referred to in terms of law in all future conveyances, Dispositions and other deeds relating to the Site.

(EIGHT) Jurisdiction

This Agreement shall be governed and construed in accordance with the Laws of Scotland.

(NINE) Consent to Registration

The parties hereto consent to registration hereof for preservation and execution as well as for publication: IN WITNESS WHEREOF

Draft

REGISTER on behalf of the within named (*insert name of applicant*) as Proprietor for preservation and execution as well as for publication in the Register of the County of (*insert name of County*).

Solicitors, Aberdeen
Agents

REGISTER on behalf of the within named CAIRNGORM NATIONAL PARK AUTHORITY for preservation and execution as well as for publication in the Register of the County of (*insert name of County*).

Solicitor, (*insert town*)
Agents

Draft

MINUTE OF AGREEMENT
Under s 75 of the Town and Country
Planning (Scotland) Act 1997

between

CAIRNGORM NATIONAL PARK
AUTHORITY

and

(Insert name of applicant), residing at
(insert address)

Draft 2004
MLE/NHE

Subjects: *(insert brief description)*

Ledingham Chalmers
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