

AGENDA ITEM 5

APPENDIX 3

2015/0317/DET

SECTION 75

Minute of Agreement

Among

Cairngorms National Park Authority

And

The Highland Council

And

Davall Developments Limited

And

David John Cameron

And

Gordon Allan Mackintosh Munro

And

With the consent of

Bank of Scotland PLC

And

Lucas Aardenburg



Section 75 Agreement for Land north east of Kingussie

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MINUTE OF AGREEMENT

PARTIES

- (1) CAIRNGORMS 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 in Section 46 of the Town and Country Planning (Scotland) Act 1997 and having a place of business at Albert Memorial Hall, Station Square, Ballater ("CNPA")
- (2) THE HIGHLAND COUNCIL incorporated by and acting under the Local Government etc (Scotland) Act 1994 and having its principal offices at Glenurquhart Road, Inverness, IV3 5NX ("the Council")
- (3) (FIRST) DAVALL DEVELOPMENTS LIMITED incorporated under the Companies Act (Company Number SC312640) and having its registered office at Myrtlefield House, Grampian Road, Aviemore, PH22 1RH; (SECOND) DAVID JOHN CAMERON residing at Druminlochan, Feshiebridge, Kincaig, by Kingussie, PH21 1NQ and (THIRD) GORDON ALLAN MACKINTOSH MUNRO residing at The F C Manse, Old Distillery Road, Kingussie, PH21 1EZ (all as heritable proprietors for their respective interests in the Development Site (as hereinafter defined) and hereinafter referred to as "the Proprietors")
- (4) BANK OF SCOTLAND PLC incorporated under the Companies Acts (Company Number SC327000) and having their Registered Office at The Mound, Edinburgh (hereinafter referred to as "the Bank")
- (5) LUCAS AARDENBURG residing at Gralby Hus, Unterbort, 3792, Saanan, Switzerland (hereinafter referred to as the Security Holder)

BACKGROUND

- (A) The Proprietors have made the Application to the Council for planning permission in terms of Section 32 of the Act in respect of the Development on the Application Site;
 - (B) The Application was called in by CNPA for its determination 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 Act;
 - (C) CNPA and the Council are each entitled in terms of Section 75 of the Act to enter into an agreement with any person interested in land in their area (insofar as the interest of that person enables them to bind the land) for the purpose of restricting or regulating the development or use of that land, either permanently or during such period as may be described by the agreement;
- 

- (D) The said Davall Developments Limited, David John Cameron and Gordon Allan Mackintosh Munro who and whose successors in title to the Development Site are individually the heritable proprietors of various parts of the Development Site and collectively are heritable proprietors of the whole of the Development Site;
- (E) The Proprietors have granted a standard security over part of the Development Site in favour of the Bank and the Security Holder;
- (F) The Bank for their interest under the Bank's Securities have agreed to consent to the terms of this agreement but without incurring personal liability
- (G) The Security Holder for their interest under the Security Holder's Security have agreed to consent to the terms of this agreement but without incurring personal liability
- (H) CNPA has resolved to grant planning permission in terms of the Application subject to certain conditions, but to withhold the issue of the Decision Notice until an agreement under Section 75 of the Act has been concluded for the purposes of restricting or regulating the Development or use of the Development Site, or both, and the Proprietors have agreed to enter into such an agreement with CNPA;
- (I) The Council will be responsible for various aspects of infrastructure required in relation to the Development and the Development Site and have for their interests agreed to enter into this agreement; and therefore the parties do hereby agree to enter into this Minute of Agreement on the following terms:-

AGREED TERMS

1 DEFINITIONS

- 1.1 In this Deed the following terms and expressions shall have the meanings respectively set opposite them unless the context otherwise requires:-

the Act: the Town and Country Planning (Scotland) Act 1997 as amended;

the Affordable Housing Commuted Sum: the sum of TWENTY FIVE THOUSAND POUNDS (£25,000.00) STERLING for each Affordable Housing Unit proposed within the Development;

Affordable Housing Land: the land to be reserved within each phase of the Development on the Development Site for the purposes of the provision of, in total, up to seventy-five (75) Affordable Housing Units;

Affordable Housing Market Value: the market value, including relative pedestrian and vehicular access rights, of the Affordable Housing Land applying at the time of the proposed sale, as agreed between the Proprietors and the RSL or the Council, and failing agreement as assessed by an independent Chartered Surveyor to be appointed by the District Valuer;

Affordable Housing Units: housing affordable to those people in lower income groups within the Community which the market would not itself provide within that Community and shall include housing for both sale and rent through an approved RSL or the Council at a cost below the market value to meet an identified need which may include, without prejudice to the foregoing agreement, low cost housing for sale, social rented housing, mid market rented housing, low cost private sector housing, key worker housing, sheltered housing accommodation and to be generally in accordance with the principles of Planning Advice Note 74: Affordable Housing;

the Application: the application made by the Proprietors to the Council and called in by CNPA and identified in the CNPA Planning Register by the number 09/048/CP for planning permission for the Development in terms of Section 32 of the Act in respect of the Development Site;

Application Site: means the area to be covered by the Development as shown delineated in red on Plan 1 annexed and executed as relative hereto;

Bank's Securities: means (1) the standard security granted by the Proprietors in favour of the Bank over part of the Development Site registered in the Land Register of Scotland under Title Number INV18685 on 5 July 2007 (2) the standard security granted by the Proprietors in favour of the Bank over part of the Development Site registered in the Land Register of Scotland under Title Number INV27158 on 12 November 2010;

Certificate of Completion: the certificate to certify work has been carried out and completed in accordance with Section 17 of the Building (Scotland) Act 2003;

the Community: means the catchment area of Kingussie Primary School;

the Community Care Contribution: the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500.00) STERLING

Community Facilities: means amenities, services or facilities for use by the residents of the Community which may or may not include the erection of one or more buildings and which may but is not limited to the provision of medical or health care facilities;

Community Woodland: the area of ground extending to 7.70 ha or thereby lying to the north of West Terrace, Kingussie and shown shaded green on Plan 2 annexed and executed as relative hereto;

Consented Market Value: the value of the Community Woodland, Gynack Burn Land, or the Playing Field (as the case may be) or part or parts thereof representing the estimated amount which would be payable for the Community Woodland, Gynack Burn Land, or the Playing Field (as the case may be) or part or parts thereof if sold on the open market with vacant possession by a willing seller to a willing purchaser as at the Relevant Date in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion, with the benefit of and subject to the Subsequent Consent,

as determined in accordance with the RICS Appraisal and Valuation Standards (Sixth Edition) or any update thereof current as at the Relevant Date;

the Contribution: the sum of ONE HUNDRED and EIGHTY FIVE THOUSAND TWO HUNDRED AND SIXTY NINE POUNDS (£185,269.00) STERLING;

the Criteria: means persons who are in the following categories: (i) Council or RSL tenants who currently live in Kingussie; (ii) Council or RSL waiting list applicants who have requested Kingussie as an area in which they wish to be re-housed; (iii) Council or RSL tenants from other areas if the Community without a local connection to Kingussie; (iv) Council or RSL waiting list applicants from other areas of the Community without a local connection to Kingussie; and (v) other persons deemed by the Council as being appropriate Qualifying Purchasers;

Decision Notice: the planning consent document to be issued by CNPA in respect of the Application;

Development: the erection of a residential development comprising up to 300 dwelling houses, economic development uses, community uses, infrastructure and landscaping in accordance with the Decision Notice;

Development Site: the Subjects delineated in red on Plan 1 which form part and portion of ALL and WHOLE: (First) those areas of land at or adjacent to the Gynack Burn, Kingussie in the Burgh and Parish of Kingussie and in the Badenoch and Strathspey area of the Highland Council and for the purposes of registration of writs in the County of Inverness being the subjects shown outlined in red and coloured pink on the plan annexed and signed as relative to the Disposition by Honourable Alexander James Baillie in favour of Davall Developments Limited dated 6 December 2007 which subjects are undergoing registration in the Land Register of Scotland under Title Number INV21404; (Second) subjects at West Terrace and Dunbarry Terrace, Kingussie being the subjects registered in the Land Register of Scotland under Title Number INV7330, under exception of (One) that piece or area of ground at Gynack Road being the subjects registered in the Land Register of Scotland under Title Number INV13787; (Two) that area of ground at Ardbroilach Road, Kingussie shown delineated in red and marked "Area One" on the plan annexed to the Disposition by Honourable Alexander James Baillie in favour of Davall Developments Limited dated 12 March 2007; (Three) that area of ground at West Terrace, Kingussie shown delineated in red and marked "Area Two" on the plan annexed to the said Disposition by Honourable Alexander James Baillie in favour of Davall Developments Limited dated 12 March 2007; and (Four) that area of land at West Terrace, Kingussie which is shown delineated in red on the plan annexed and signed as relative to the Disposition by Davall Developments Limited in favour of David John Cameron and Gordon Allan Mackintosh Munro dated 4 July 2008 which subjects are undergoing registration in the Land Register of Scotland under Title Number INV22939; which subjects (Second) described are currently undergoing registration in the Land Register of Scotland under Title Number INV18685; (Third) that area of land at West Terrace, Kingussie which is shown delineated in red on the plan annexed and signed as relative to the said Disposition by Davall Developments Limited in favour of David John

Cameron and Gordon Allan Mackintosh Munro dated 4 July 2008 which subjects are currently undergoing registration in the Land Register of Scotland under Title Number INV22939; and (Fourth) the two areas of ground at Pitmain, Kingussie in the County of Inverness extending to 15.34 hectares which areas are shown coloured yellow on the plan annexed and executed as relative to the Disposition by Lucas Aardenburg in favour of Davall Developments Limited dated 1 September 2008 which subjects are currently undergoing registration in the Land Register of Scotland under Title Number INV27158.

Development Start Date: the date of implementation of the Decision Notice, in respect of the Application. The word "*implementation*" shall be taken in the context of this agreement to mean the carrying out of the material operation as defined in Section 27(4) and pursuant to a Notice of Initiation of Development in terms of Section 27A of the Act:

the Existing Market Value: the value of the Community Woodland, Gynack Burn Land, or the Playing Field (as the case may be) or part or parts thereof representing the estimated amount which would be payable for the land in question for the uses detailed in Clause 10 hereof if sold on the open market with vacant possession by a willing seller to a willing purchaser immediately prior to the Relevant Date in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion as determined in accordance with the RICS Appraisal and Valuation Standards (Sixth Edition) or any update thereof current as at the Relevant Date and disregarding in the assessment of the Existing Market Value any hope value (including without prejudice to the foregoing generality any value arising from the grant, imminent grant or likelihood of grant of any Subsequent Consent);

Gynack Burn Land: means the area of ground extending to 2.53 ha or thereby lying to the west of the Application Site, which for the avoidance of doubt also includes the burn itself and shown shaded in yellow on Plan 2, annexed and executed as relative hereto;

the Keeper: means the Keeper of the Land Register of Scotland and the General Register of Sasines;

Low Cost Home Ownership Units (LCHOU): means a dwellinghouse sold at a value below Open Market Value and which will enable persons in housing need to purchase such housing and which will include dwellinghouses sold under shared equity and shared ownership schemes, all within the meaning and intent of the Council's Affordable Housing Supplementary Planning Guidance, August 2008;

Marketing: the Proprietors providing the Council with promotional sales particulars in relation to the LCHOU for the Council to pass on to the Qualifying Purchasers;

Open Market Value: the value of each relevant dwelling in question to be erected on the Development Site being the estimated amount for which the property should exchange on the date of valuation between a willing buyer and a willing seller in an arms length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion and which will be determined on the assumption if not a fact that these are private

houses for sale on the open market with vacant possession and not subject to the conditions within this agreement (and disregarding any improvements made by any Subsequent Owner) and which shall be established by reports from two independent chartered surveyors to be procured jointly by the Council and the Proprietors and in the absence of agreement as to which surveyors shall provide such reports, the Chairman of the Royal Institution of Chartered Surveyors in Scotland shall appoint two independent surveyors for such purpose on the application of either party (declaring that where such reports provide different valuations, the open market value shall be the average of such valuation amounts);

the Period: fifty years from the last date of execution of this agreement;

Phasing Plan: means the masterplan or such other plan which is to be agreed pursuant to the conditions of the Decision Notice as part of matters specified in condition and which shows the phasing of the mainstream dwellinghouses and the Affordable Housing Units to be provided as part of the Development;

Plan 1: the plan showing the Application Site annexed and executed as relative hereto and marked "Plan 1";

Plan 2: the plan showing the Community Woodland, Playing Field and Gynack Burn Land annexed and executed as relative hereto and marked "Plan 2";

Plan 3: the plan showing the Development Site annexed and executed as relative hereto and marked "Plan 3";

Playing Field: means the area of ground extending to 1.40 ha or thereby lying within the Application Site off Dunbarry Road, Kingussie and shown shaded in pink on Plan 2 annexed and executed as relative hereto;

Prescribed Rate: the rate of interest which is four per centum (4%) per annum above the base rate of the Bank of Scotland from time to time;

Proprietors' Notification: the Proprietors' written notification to the Council that make the Affordable Housing Land available to RSLs and the Council for purchase;

Public Open Space Areas: the hard and soft landscaped open space areas within the Development on the Application Site;

Qualifying Purchasers: people wishing to purchase an Affordable Housing Unit who fulfil the Criteria;

Reduced Price: means the sum which represents a percentage below the Open Market Value applicable at the time of the proposed sale of the LCHOU, taking into account the size of the LCHOU, which price is to be agreed between the Proprietors and the planning gain officer of the Council, acting reasonably, and failing agreement as assessed by an independent chartered surveyor to be appointed by the District Valuer;

Registered Social Landlord (RSL): a registered social landlord registered by the Scottish Ministers in terms of Section 57 of the Housing (Scotland) Act 2001 and operating in the Community;

Relevant Date: the date on which the written decision notice or letter comprising the grant of any Subsequent Consent is issued;

Security Holder's Security: means the standard security granted by the Proprietors in favour of the Security Holder over part of the Development Site registered in the Land Register of Scotland under Title Number INV27158 on 12 November 2010

Serviced Land: means the Affordable Housing Land after the Proprietors have provided the servicing required by Clause 5.3 (a), (b) and (c) of this agreement;

Subsequent Consent: any (1) planning permission in principle, or planning permission or approval of matters specified in conditions, as the case may be, granted during the Period, whether issued by the relevant planning authority or the Scottish Ministers (or their successors) or (2) development by the relevant planning authority which may not require planning permission in accordance with Class 33 of the Town and Country Planning (General Permitted Development) (Scotland) Order 1992 sought during the Period, for the erection of buildings on the Community Woodland, Gynack Burn Land or the Playing Field or part or parts thereof other than for the uses as specified in Clause 10;

Subsequent Owner: the person or persons comprising a Qualifying Purchaser who owns an Affordable Housing Unit from time to time having purchased it either (a) from the Proprietors pursuant to Clause 6, or (b) from a previous Subsequent Owner pursuant to Clause 6.2-6.3 of this agreement;

Subsequent Owner's Repayment Amount: means the difference between the Reduced Price applicable at the time of the sale of the LCHOU and the gross sale price received for the sale of the LCHOU, provided the gross sale price exceeds the Reduced Price paid by the Subsequent Owner for that LCHOU. For the avoidance of doubt if the gross sale price is less than the Reduced Price then the Subsequent Owner is not required to pay the Affordable Housing Commuted Sum;

the Surveyors: means an independent firm of chartered surveyors experienced in the valuation of land within the vicinity of the Playing Field;

the Written Evidence: means inter alia, letters or other correspondence from the Proprietors offering to dispose the Affordable Housing Land to an RSL or the Council together with the written replies from an RSL or the Council advising that they have been unable or unwilling to acquire the Affordable Housing Land or confirmation from the Proprietors that no replies have been received from an RSL or the Council in response to their aforementioned letters of correspondence. For the avoidance of doubt, the Council will be entitled to confirm with the RSL or the Council directly that this is the position.

2 INTERPRETATION

- 2.1 In this Deed (including the Schedule) unless the context otherwise requires:-
- 2.1.1 words importing the neuter gender only include the masculine and feminine genders; words importing the masculine gender only include the feminine gender and vice versa;
 - 2.1.2 words importing the singular number only include the plural number and vice versa;
 - 2.1.3 any reference to any particular statute or other law includes any modification, extension, amendment or re-enactment of such statute or other law for the time being in force and all instruments, orders, plans, bye-laws, regulations, permissions and directions for the time being made, issued or given under, or deriving validity from such statute or other law;
 - 2.1.4 the words 'including' and 'include' and words of similar effect shall not be deemed to limit the general effect of the words which preceded them;
 - 2.1.5 reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;
 - 2.1.6 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;
 - 2.1.7 words importing persons shall include firms, companies and bodies corporate and vice versa;
 - 2.1.8 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and any words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of that restriction;
 - 2.1.9 construction of this agreement shall ignore any headings, contents list and front sheet (all of which are for reference only); and
 - 2.1.10 reference to a numbered Clause or schedule or paragraph are references to the Clause, schedule or paragraph of or to this agreement so numbered.

3 DECISION NOTICE

- 3.1 On registration of this agreement in the Land Register as evidenced by the receipted Form 4, CNPA shall forthwith issue the Decision Notice to the Proprietors and the Development shall be subject to the conditions, restrictions, obligations, prohibitions and others contained within this agreement and the Decision Notice, until such time, if ever, as any or all of the conditions, restrictions, obligations, prohibitions or others contained within this agreement

and the Decision Notice are implemented, modified or discharged but declaring that other than this Clause 13 to 17 inclusive, this agreement shall not come into effect until the Development Start Date.

4 AFFORDABLE HOUSING

- 4.1 Before commencement of Development, the Proprietors will agree a Phasing Plan with CNPA and the Council, both acting reasonably, which shall identify the location or locations for the Affordable Housing Land to be provided in each phase of the Development.
- 4.2 Unless otherwise agreed in writing with the Council, twenty-five per cent (25%) of the residential units to be provided within each phase of the Development shall be Affordable Housing Units. Subject to agreement of the Phasing Plan in terms of Clause 4.1 above, it is agreed that any additional Affordable Housing Units provided in any particular phase of the Development will count towards the requirement for Affordable Housing Units on subsequent phases. Once the total number of Affordable Housing Units required to be provided for the whole of the Development Site have been provided there will be no obligation on the Proprietors to provide Affordable Housing Units in subsequent phases.
- 4.3 Before commencement of each phase of the Development, the Proprietors will agree the method of delivery of the Affordable Housing Units in that phase with CNPA and the Council (all parties acting reasonably) as to whether the Proprietors intend to:
- 4.3.1 (a) make the Affordable Housing Land in that phase available for purchase by an RSL or the Council for a consideration not exceeding the Affordable Housing Market Value in accordance with Clause 5 below;
- (b) build the Affordable Housing Units as LCHOU in accordance with Clause 6 below; or
- (c) provide the Affordable Housing Units via another shared ownership scheme or rental scheme which involves the Council; or
- (d) provide the Affordable Housing Units by such other mechanism (such as subsidised plots) which may be agreed between the Proprietors and the Council at the time.
- 4.3.2 Declaring that should such a scheme for the provision of the Affordable Housing Units in accordance with sub-clause (c) or (d) not be agreed with the Council within six (6) months from the date on which the Proprietors enter into discussions over such mechanisms for the delivery of the Affordable Housing Units, despite the Proprietors being able to demonstrate that they have used their reasonable endeavours to reach such agreement, then the Proprietors shall pay the Affordable Housing Commuted Sum in accordance with Clause 7 below.

5 **RSL**

- 5.1 In the event that CNPA, the Council and the Proprietors agree to the Affordable Housing Land in a particular phase of the Development being offered to an RSL or the Council, in terms of clause 4.3.1(a) above, it is further agreed that, within six (6) months of the commencement of each phase of Development, the Proprietors shall issue the Proprietors' Notification.
- 5.2 Following issuance of the Proprietors' Notification, the Proprietors shall have a period of three (3) years from the date of the Proprietors' Notification in which to use their best endeavours to conclude a binding contract of sale with an RSL or the Council in respect of the Affordable Housing Land for a consideration not exceeding the Affordable Housing Market Value. Any conveyancing in favour of an RSL or the Council will be by way of a disposition containing real burdens with the intent of ensuring that the Affordable Housing Land is developed only for the purposes of the construction of Affordable Housing Units thereon. The RSL or the Council shall, on conveyance, be responsible for the maintenance of the Serviced Land.
- 5.3 Within six (6) months of an RSL or the Council intimating that they wish to purchase the Affordable Housing Land, or in such other timescale as is agreed with the RSL or the Council contractually for the purchase the Affordable Housing Land, the Proprietors shall :-
- (a) construct a road to base course level, with adjacent foot pavements to the edge of the Affordable Housing Land within that phase of the Development;
 - (b) provide foul and surface water drainage connections and water supply connections of sufficient capacity and supply to the edge of the relevant phase of Affordable Housing Land sufficient to accommodate the Affordable Housing Units to be provided as part of that phase of the Development;
 - (c) provide electricity and telephone connections to the edge of the Affordable Housing Land within that phase of the Development; and
- all such servicing to be provided in accordance with plans approved by the RSL or the Council and to their satisfaction, acting reasonably.
- 5.4 The Affordable Housing Land is deemed to have been conveyed to an RSL or the Council in terms of Clause 5.1 above when an executed disposition or dispositions in favour of an RSL or the Council has/have been presented to the Registers of Scotland for registration, and the relative receipted Form 4 is received and intimated to CNPA and the Council.
- 5.5 The Proprietors shall be obliged to exhibit a copy of any concluded agreement with an RSL to the Council within two (2) weeks of the agreement being concluded, which agreement shall be on terms satisfactory to the Council, in consultation with CNPA, both acting reasonably.

- 5.6 The Proprietors shall be entitled to seek to enter into a contract with the RSL who shall acquire the Affordable Housing Land to construct the Affordable Housing Units. In the event that the Council acquire the Affordable Housing Land, the Council undertakes with the Proprietors to seek to negotiate a contract with the Proprietors for the construction of the Affordable Housing Units, which Affordable Housing Units shall be constructed to standards laid down by the Housing and Regeneration Directorate (or the subsequent successors) from time to time for the construction of social housing for rent and sale, or to standards as otherwise stipulated by the RSL or the Council. Said contract will be negotiated on a design and build basis and be subject to the Proprietors having a presence on site outwith the Affordable Housing Land during the proposed contract period. In the event that the Council acquire the Affordable Housing Land and should such a contract not be entered into within twelve (12) months of the commencement of negotiations, either party shall be entitled to withdraw therefrom and the Council will then be at liberty to negotiate such a contract in partnership with another builder.
- 5.7 The Affordable Housing Units which are built by the Proprietors in terms of Clause 5.6 above shall not be occupied until such time as they have been conveyed to an RSL or the Council.
- 5.8 On the expiry of the said three (3) year period within which the Proprietors shall offer the Affordable Housing Land to an RSL or the Council in terms of Clause 5.2 above, for each relevant phase of the Development, the Proprietors are entitled to provide the Council with the Written Evidence and advise that they have been unable to conclude a contract for the sale of the Affordable Housing Land to an RSL or the Council and that in these circumstances the Proprietors' shall pay the Affordable Housing Commuted Sum in accordance with Clause 7 below.

6 LCHOU

- 6.1 In the event that CNPA, the Council and the Proprietors agree to LCHOU being provided in any phase of the Development in accordance with Clause 4.3.1(b) above, the LCHOU will be provided within twelve (12) months of the commencement of the relevant phase of the Development and it is further agreed that: -
- 6.1.1 within twenty-eight (28) days of the commencement of the relevant phase of Development the Proprietors shall carry out the Marketing of the LCHOU. The Marketing shall continue for a period of twelve (12) months from the date of the receipt by the Council of the Marketing material for that phase of the Development and continue until the expiry of the twelve (12) month period or such shorter period as may be necessary should all of the LCHOU be sold within the aforementioned twelve (12) month period. The LCHOU will be made available for sale by the Proprietors within the relevant twelve (12) month period to Qualifying Purchasers at the Reduced Price as applicable to the LCHOU applying at the time of the sale;
- 6.1.2 the Proprietors shall note down all enquiries from Qualifying Purchasers in a form to be devised with the Council, both parties acting reasonably, and shall pass on all enquiries to the Council as soon as is reasonably practicable on an ongoing basis.

For the avoidance of doubt the Proprietors will not be involved nor make any judgement over the suitability of the Qualifying Purchasers to meet the Criteria as this is the sole responsibility of the Council;

- 6.1.3 the Council will advise the Proprietors within three (3) months of receiving any enquiries for the relevant phase of Development whether the enquirers are Qualifying Purchasers who meet the Criteria and confirm which priority ranking shall apply to the Qualifying Purchasers who have expressed an interest in acquiring an LCHOU to the Council or the Proprietors, in which priority ranking the LCHOU are to then be sold to Qualifying Purchasers;
- 6.1.4 should the Council fail to be able to nominate Qualifying Purchasers in the relevant 12 (twelve) month timescale, the Council shall have the right to purchase the LCHOU in question from the Proprietors at the Reduced Price within four (4) weeks of the expiry of the relevant 12 (twelve) month period;
- 6.1.5 the disposition and/or Deed of Conditions relating to each of the LCHOU shall contain a burden or condition requiring the purchaser to comply with the terms of Clause 6.2-6.3 hereof;
- 6.1.6 if the Council are unable to provide the Proprietors with a Qualifying Purchaser for any LCHOU within the relevant (12) twelve month period referred to in sub clause 6.1.1 hereof or the Proprietors have been unable to conclude missives with Qualifying Purchasers for all or any of the LCHOU within the relevant twelve (12) month period, and the Council have failed to exercise their option to purchase the LCHOU in terms of Clause 6.1.4 above, the obligations on the Proprietors in terms of this clause shall be discharged in relation to that phase of the Development, on payment by the Proprietors to the Council of the Affordable Housing Commuted Sum in respect of each of the LCHOU for which missives have not been concluded and the Proprietors shall thereafter be able to sell the relevant LCHOU on the open market for full mainstream prices; and
- 6.1.7 each Subsequent Owner shall provide that the LCHOU owned by it shall be occupied by a Qualifying Purchaser, a widow or widower of such a person and any dependant relative. Furthermore each LCHOU shall not be let or sublet by the Subsequent Owner without the consent of the Council. This sub-clause shall not apply to a heritable creditor in possession of an LCHOU.

Sale of Affordable Housing Units

- 6.2 It is further agreed that in respect of the LCHOU provided in terms of Clause 6.1 above, that the Subsequent Owners will comply with the following:
 - 6.2.1 In the event that a Subsequent Owner of an LCHOU wishes to sell or otherwise dispose of an LCHOU, they shall require to notify the Council in writing and the Council shall (i) have a period of three (3) calendar months from the date of

notification from the Subsequent Owner of the desire to sell or dispose, to determine and intimate in writing to the Subsequent Owner whether or not they wish to retain the dwellinghouse as an LCHOU and (ii) in the event of the Council intimating in writing timeously that they wish to retain the dwellinghouse as an LCHOU, have a period of 20 weeks from the date of notification from the Subsequent Owner of the desire to sell or dispose, to procure that their nominated Qualifying Purchaser concludes missives with the Subsequent Owner to purchase the LCHOU in accordance with Clause 6.4 and otherwise in normal commercial terms (the Subsequent Owner being bound to provide all necessary co-operation in this regard and to do everything requisite and necessary reasonably requested by the Council in order to conclude satisfactory missives).

6.2.2 In the event that (a) the Council do not provide timeous notice that they wish to retain the dwellinghouse in question as an LCHOU within the period of three (3) calendar months referred to, or (b) such notice is provided but missives are not concluded with a Qualifying Purchaser within the 20 week period referred to above in Clause 6.2.1 (save to the extent that any failure is attributable to any fault or delay on the part of the Subsequent Owner), the Council shall have the right to purchase the LCHOU in question from the Subsequent Owner by giving written notice to that effect to the Subsequent Owner not later than 24 weeks from the date of notification from the Subsequent Owner of the desire to sell or dispose by the Subsequent Owner pursuant to Clause 6.2.1 and in which event the Council shall purchase and the Subsequent Owner shall sell the LCHOU in question on the following terms and conditions:

- (a) The purchase price payable by the Council to the Subsequent Owner shall be the Reduced Price (the Reduced Price for this purpose being calculated by applying the Open Market Value of the LCHOU in question in lieu of the gross sale price); and
- (b) the date of entry when vacant possession of the LCHOU in question shall be granted by the Subsequent Owner to the Council shall be 4 weeks after the date of written notice issued by the Council pursuant to this Clause 6.2.2;

6.2.3 On the date of entry in exchange for payment of the purchase price, the Subsequent Owner shall:

- (a) Deliver to the Council a valid disposition of the LCHOU in question in favour of the purchaser. The disposition will be formally signed in a self proving manner.
- (b) Deliver to the Council a valid and marketable prescriptive progress of title to the LCHOU in question.
- (c) Deliver to the Council a Form 12 Report over the LCHOU by a professional searcher dated not more than 5 working days before the date of entry which discloses nothing prejudicial to the interest of the Subsequent Owner in the LCHOU in question or the valid grant of the disposition in favour of the Council.

- (d) Deliver to the Council all documents and evidence (including a plan or detailed written description of the boundaries of the property sufficient to enable the whole of the LCHOU in question to be identified on the ordnance map) that the Keeper may require to enable the Keeper to issue a land certificate in the name of the Council as the registered proprietor of the LCHOU in question without any exclusion of indemnity in terms of Section 12(2) of the Land Registration (Scotland) Act 1979 or otherwise.
- (e) If there is a heritable security affecting the LCHOU in question at the date of entry deliver to the Council a formally signed discharge or deed of restriction releasing the LCHOU in question from that security together with a properly completed and signed application to the Keeper to register that discharge with relevant cheque to the Keeper for an amount equal to the fees for registering that deed in the Land Register.
- (f) Deliver to the Council a letter of obligation formally signed by the Subsequent Owner's solicitors in the form recommended by the Law Society of Scotland.

6.3 In the event of the Council nominating a suitable Qualifying Purchaser pursuant to Clause 6.2.1, the Subsequent Owner shall sell the LCHOU to the nominated Qualifying Purchaser at the Reduced Price (the Reduced Price for this purpose being calculated by applying the Open Market Value of the LCHOU in question in lieu of the gross sale price) and the date of entry to the Qualifying Purchaser shall be a date not later than 4 weeks from the date of conclusion of the missives between the Subsequent Owner and the Qualifying Purchaser.

6.4 Should the Council determine following receipt of a notice from a Subsequent Owner pursuant to Clause 6.1 that they do not wish the dwellinghouse to be retained as an LCHOU or are unable to nominate a Qualifying Purchaser and that they do not wish to exercise the right to purchase the LCHOU in question pursuant to Clause 6.2.2 (the Council being deemed in each case to have made such determination in the absence of timeous written intimation pursuant to Clause 6.1 or Clause 6.2.2), the Subsequent Owner shall be entitled to sell the LCHOU on the open market at not less than the Open Market Value and shall account for and pay upon completion of such sale the Subsequent Owner's Repayment Amount, to the Council.

6.5 The cost of the valuations to be obtained under this Clause 6 either to establish Open Market Value or to verify that such a sale is at not less than the Open Market Value, will be borne by the Subsequent Owner in question.

7 AFFORDABLE HOUSING COMMUTED SUM

7.1 In the event that the Affordable Housing Commuted Sum falls payable in terms of Clause 4.3.2 or Clause 6.1.6 or Clause 5.8, the Proprietors shall pay the Affordable Housing Commuted Sum within a period of twenty eight (28) days from the relevant date on which it falls payable:

7.1.1 being the date on which it is determined that no alternative options for the provision of the Affordable Housing Units are available, as evidenced by the written

agreement of the Council and the Proprietors in an exchange of correspondence in terms of Clause 4.3.2.

- 7.1.2 being the date on which the Council have failed to provide a Qualifying Purchaser for the LCHOU and failed to exercise their option to purchase the LCHOU in terms of Clause 6.1.6.
- 7.1.3 being the date on which the Written Evidence has been provided to the Council and the Proprietors advise that they have been unable to conclude a contract for the sale of the Affordable Housing Land in terms of Clause 5.8.
- 7.2 Declaring that the said Affordable Housing Commuted Sum will be used by the Council for the provision of Affordable Housing Units elsewhere in the Community.
- 7.3 The Affordable Housing Commuted Sum shall be paid in lieu of each of the Affordable Housing Units which are unable to be provided as part of that phase of the Development. For the avoidance of doubt if any Affordable Housing Units have been conveyed to an RSL or the Council in any phase of Development or LCHOU built, the Affordable Housing Commuted Sum will not be payable in relation to those Affordable Housing Units already conveyed or LCHOU built.
- 7.4 In the event of the Affordable Housing Commuted Sum being paid in fulfilment of the Proprietors' obligation, the Proprietors shall be entitled to sell the relevant Affordable Housing Units on the open market for full mainstream prices and free from the terms of Clauses 4, 5, 6 and 7 of this agreement.

8 CONTRIBUTION

- 8.1 The Proprietors shall pay the Contribution to the Council by way of instalments of EIGHT HUNDRED AND TWENTY THREE POUNDS (£823.00) STERLING in respect of each mainstream dwelling house erected on the Development Site (excluding for the avoidance of doubt the Affordable Housing Units). The Contribution shall be used by the Council for the provision of recycling facilities in Kingussie; secondary school accommodation at Kingussie High School; two improved bus shelters on High Street, Kingussie; provision of a Safer Routes to School or such other school road safety scheme which shall include a traffic signal controlled junction at High Street/King Street, Kingussie; path and safety barrier improvements on Garraline Terrace, Kingussie and the provision of five (5) dog fouling bins in the Development, in such proportions as the Council shall, in their sole discretion, determine. Declaring that all of the amenities and services listed in this clause are to serve the Development Site and it is further agreed that :-
 - (a) The instalments will be paid by the Proprietors to the Council quarterly in arrears based on the number of relevant individual mainstream housing units on the Development Site which have been completed by the Proprietors during the preceding three (3) month period by evidence of the issuing of a

Certificate of Completion by the Council or other such confirmation process which authorises occupation as issued by the Council;

- (b) The first instalment will be calculated nine (9) months from the Development Start Date and further instalments calculated at three (3) monthly intervals thereafter on the first (1st) day of the month concerned. The individual quarterly payments shall fall to be paid by the Proprietors to the Council within fourteen (14) days of the date of calculation thereof;
- (c) The quarterly instalments referred to in sub-clause (b) above will continue to be paid by the Proprietors to the Council until such time as all relevant mainstream dwelling houses have been completed on the Development Site at which time the Council will grant the Proprietors a discharge of this obligation.
- (d) The Contribution to be paid by the Proprietors to the Council in terms hereof, detailed above, will in turn be transferred by the Council into a discrete and separate interest bearing account in their name and will be held by them for the prescribed purposes in terms of this Clause. The Council will be obliged to utilise the Contribution for the purposes prescribed in this Clause within five (5) years of payment by the Proprietors of the last instalment of the Contribution, failing which the Council will be obliged to repay such part or parts of the Contribution which has not been utilised for the purposes prescribed within this Clause to the Proprietors who paid the Contribution together with the interest duly accrued thereon within twenty eight (28) days of the expiry of the said five (5) year period.

9 COMMUNITY CARE CONTRIBUTION

- 9.1 The Proprietors shall pay the Community Care Contribution to the Kingussie and Vicinity Community Council in one instalment within twenty eight (28) days of the occupation of the first (1st) dwellinghouse on the Development Site. The Community Care Contribution shall be utilised by the Kingussie and Vicinity Community Council for the provision of community care measures in Kingussie such as, but not exclusively restricted to, the provision of nursery or elderly care provision. The Kingussie and Vicinity Community Council will be obliged to utilise the Community Care Contribution for the purposes prescribed within five (5) years of payment by the Proprietor of the Community Care Contribution, failing which the Kingussie and Vicinity Community Council will be obliged to repay such part of the Community Care Contribution which has not been utilised for the purposes prescribed to the relevant party who paid the Community Care Contribution, together with the interest duly accrued thereon, within twenty-eight (28) days of the expiry of the said five (5) year period. The Kingussie and Vicinity Community Council shall, on written request from the Proprietor, provide details of the utilisation of the Community Care Contribution, including the proportions to which the Community Care Contribution has been utilised for the purposes prescribed.

10 TRANSFER OF LAND

Community Woodland

- 10.1 Subject to the terms of Clause 10.2 and 11 below, the Proprietors shall reserve the Community Woodland for the purposes of making the land available for use for recreational purposes as a community woodland as part of the Development.
- 10.2 The Proprietors will, within twelve (12) weeks of the Decision Notice being issued, convey to either the Council, CNPA or such other community body as may be nominated by CNPA and the Council, acting reasonably, the Community Woodland for future ownership, whereupon such party shall register their title thereto. Declaring that CNPA and the Council shall determine to whom the Community Woodland is to be transferred within eight (8) weeks of the Decision Notice being issued and they shall require to act reasonably and timeously in agreeing the title transfer. Should the Council and CNPA not determine to whom the Community Woodland is to be transferred in the said eight (8) weeks, the time period for conveyance will be extended by such period as may be agreed, but as a minimum will be extended to a date not less than 4 weeks from the date CNPA and the Council make such a nomination. Declaring that the costs associated with the conveyance of the area are to be borne by the Proprietors. No consideration shall be paid by the Council or such other party for the Community Woodland.

Gynack Burn Land

- 10.3 Subject to the terms of Clause 10.4 and 11 below, the Proprietors shall reserve the Gynack Burn Land for the purpose of assisting the local community to establish a hydropower generation scheme for the benefit of Kingussie, as well as for recreational purposes.
- 10.4 The Proprietors will within twelve (12) weeks of the Decision Notice being issued convey to the Kingussie Community Development Company, the Gynack Burn Land on such terms as may be agreed between the Proprietors and the Kingussie Community Development Company. Declaring that the costs associated with the conveyance of the area are to be borne by the Proprietors. No consideration shall be paid by the Kingussie Community Development Company for the Gynack Burn Land.

Playing Field

- 10.5 It is acknowledged by the parties to this agreement that the Playing Field is currently used by the residents of Kingussie on an informal recreational basis. Subject to terms of Clause 10.6 and 11 below, it is agreed that as a result of the Development, the Proprietors shall reserve the Playing Field for the purposes of providing a formal area for recreational use by both residents of the Development and the wider existing residential community of Kingussie and which may be used for the provision or erection of one or more Community Facilities.
- 10.6 The Proprietors will, within twelve (12) weeks of the Decision Notice being issued, convey to CNPA or the Council or such other community body as may be nominated by CNPA and

the Council, acting reasonably, the Playing Field for future ownership, whereupon CNPA or the Council or the said nominated community body shall register their title thereto. Declaring that CNPA and the Council shall determine to whom the Playing Field is to be transferred within eight (8) weeks of the Decision Notice being issued and they shall require to act reasonably and timeously in agreeing the title transfer. Should the Council and CNPA not determine to whom the Playing Field is to be transferred in the said eight (8) weeks, the time period for conveyance will be extended by such period as may be agreed, but as a minimum will be extended to a date not less than 4 weeks from the date CNPA and the Council make such a nomination. Declaring that the costs associated with the conveyance of the Playing Field are to be borne by the Proprietors. No consideration shall be paid by the Council or CNPA or the said nominated community body for the Playing Field subject to the provision of sub-clause 11.3 below.

11 **CLAWBACK FROM THE TRANSFER OF LAND**

- 11.1 CNPA or the Council or the Kingussie Community Development Company or the said nominated community body, as appropriate, shall be obliged to use the Community Woodland, Gynack Burn Land and the Playing Field, as appropriate, for the purposes prescribed in Clause 10 above.
- 11.2 For the avoidance of doubt CNPA or the Council or the said nominated community body shall not be able to transfer, sell or lease the Community Woodland, Gynack Burn Land or the Playing Field to a private commercial enterprise unless it is a CNPA or Council funded organisation and the prior consent is provided to such a transfer, sale or lease by Davall Developments Limited or their successors or nominees. Davall Developments Limited or their successors or nominees shall be entitled to request from CNPA or the Council or the said nominated community body, evidence in writing that they are using the Community Woodland, Gynack Burn Land or the Playing Field for the prescribed purposes.
- 11.3 In the event of there being granted during or prior to the date of expiry of the Period, any Subsequent Consent and that Subsequent Consent is implement by whomsoever, for the development of the Community Woodland, Gynack Burn Land, or the Playing Field (and on each such occasion), there shall be due and payable by CNPA, the Council or such nominated community body to the Proprietors who transferred the Community Woodland, Gynack Burn Land or the Playing Field, as appropriate, the sum representing:-

(A – B)

Where:-

A is the Consented Market Value; and

B is the Existing Market Value.

For the avoidance of doubt in the event of the above calculation resulting in a lower value than the Existing Market Value there shall be no sum payable by CNPA or the Council or the said nominated community body to the Proprietors.

- 11.4 Each sum payable in terms of Clause 11.3 shall be due and payable on or prior to the date which is fourteen (14) days after the later of (a) the Relevant Date and (b) the date on which the amount of the sum payable is agreed or determined in accordance with Clause 11.3. Interest shall be due on any sum payable in terms of Clause 11.3 in the event of late or non-payment at the Prescribed Rate from and including the due date for payment until payment is made in full. The said interest shall include interest as well after as before any decree obtained by the Proprietors.
- 11.5 The parties will each use all reasonable endeavours to agree between them the amount of any sum payable in terms of Clause 11.3, but if the parties fail to reach agreement then the matter shall be referred at the instance of either party to the Surveyors who shall act as an expert and who shall be appointed, failing agreement between the parties, by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors in Scotland. The decision of the Surveyors shall be final and binding on both parties. Each party undertakes to deliver to the Surveyors within twenty eight (28) days of their appointment all or any information in regard to the Playing Field as the parties believe will assist the Surveyors in arriving at their calculation of any sum payable. It shall be competent for the Surveyors to seek the advice of reputable firms of quantity surveyors, consultant engineers and the like to assist them in arriving at the amount of any sum payable. The costs of the Surveyors and of the parties to the determination in terms of Clause 11.3 and of anyone appointed by the Surveyors to assist in their determination, shall be the subject of the referral to the Surveyors and shall be payable in the manner directed by the Surveyors or in the absence of direction and subject thereto, equally between the parties.
- 11.6 CNPA or the Council or the said nominated community body shall, on demand and without unreasonable delay, provide Davall Developments Limited or their successors or their nominees with information relating to the planning position of the Community Woodland, Gynack Burn Land or the Playing Field as the Proprietors may require from time to time to assess any sum due under Clause 11.3 from time to time in terms of this agreement. Without prejudice to the foregoing generality, CNPA or the Council or the said nominated community body shall inform Davall Developments Limited or their successors or their nominees in writing as soon as reasonably practicable after CNPA or the Council or the said nominated community body or any other party of which CNPA or the Council or the said nominated community body is aware receives the written grant of any Subsequent Consent.

12 PUBLIC OPEN SPACE

- 12.1 The Proprietors shall be obliged to layout and maintain, to CNPA's satisfaction, the Public Open Space Areas in accordance with the terms of the Decision Notice and any plans approved thereunder. Thereafter the Proprietors shall, either: -
- (i) (a) with the agreement of the Council, acting reasonably, convey the Public Open Space Areas to the Council for future ownership and maintenance in

terms of the Council's approved policy, (which policy includes the provision for the payment to the Council of a capitalised maintenance charge, such charge to be based on the Council's policy at the time the Public Open Space Areas are conveyed to the Council) (and provided it remains the policy of the Council at that time to accept such areas)), whereupon the Council shall register their title thereto and shall maintain the Public Open Space Areas as Public Open Space Areas in all time coming. Declaring that the Proprietors shall be responsible for the Council's reasonable legal fees and expenses in respect of the conveyance and registration of title in terms of this sub-clause; or

(b) seek to transfer the said Public Open Space Areas to the Greenbelt Group of Companies, a company limited by guarantee and having its Registered Office at 191 West George Street, Glasgow, or such other company or organisation as may be approved by the Council, who shall require to be satisfied with any proposals for the future maintenance of the aforesaid Public Open Space Areas, which consent shall not be unreasonably withheld.

- (ii) The Public Open Space Areas shall be maintained as such and held in one ownership in all time coming and shall not be transferred to the individual owners of the mainstream dwellinghouses or the Affordable Housing Units to be built on the Development Site.

13 CHANGE IN PLANNING CIRCUMSTANCES

- 13.1 In the event of any of the obligations contained in the agreement being fulfilled to the satisfaction of CNPA and the Council, both acting reasonably, they shall on written request from the Proprietors provide a formal letter of discharge to the Proprietors to the effect that those obligations are no longer relevant or necessary and as such will be deemed to be discharged. CNPA and the Council shall, at the expense of the Proprietors, execute a formal variation of this agreement to the effect that those obligations are no longer relevant or necessary and as such will be deemed to be discharged.
- 13.2 In the event of a change to the planning circumstances of the area which appears to any party to the agreement or to their successors in title to render any of the conditions, restrictions, obligations, prohibitions and others contained in this agreement no longer relevant, the parties or their successors in title shall consider whether the said conditions, restrictions, obligations, prohibitions and others or any of them, should be modified or discharged and, failing agreement the matter shall be referred for the purpose of arbitration in terms of Clause 14 below. For the avoidance of doubt, the ability of any party to request or apply for a discharge or variation of the obligations contained in this agreement is in addition to any parties' statutory rights under Section 75 of the Act to apply for any such discharge or variation.
- 13.3 For the avoidance of doubt, and notwithstanding the terms of the Act as amended by the terms of the Planning etc (Scotland) Act 2006, the said Davall Developments Limited, Gordon Allan Mackintosh Munro and David John Cameron shall cease individually to be bound by the obligations contained in this agreement following disposal of their respective parts of the Development Site and shall have no ongoing liability following such disposal.

14 **DISPUTES**

14.1 This agreement shall be governed and construed in accordance with the Law of Scotland. All disputes between the parties hereto as to the true intent or meaning of these presents or matters to be agreed in terms of this agreement and in particular any terms and provisions hereof for the rights or obligations of any party hereunder, shall be referred for the purposes of arbitration to the Sheriff Principal of Grampian Highlands and Islands or to an arbiter to be nominated by him and the decision of such arbiter in the matter shall be final and binding on the parties thereto. It is further agreed that the cost of any arbitration shall be borne in accordance with any award made by the arbiter and failing such award shall be borne equally between the parties to the arbitration.

15 **EXPENSES**

15.1 The Proprietors agree to reimburse the expenses properly and reasonably incurred by CNPA and the Council including any legal or other professional fees and registration dues in connection with the negotiation, drafting, completion and registration of this agreement and any modification, variation or discharge hereof.

15.2 The recording of these presents as aforesaid will be undertaken by the Proprietors within fourteen (14) days of the last date of execution hereof and one (1) extract copy of this agreement will be provided to each of CNPA and the Council.

16 **MISCELLANEOUS**

16.1 The terms and conditions of this agreement are created real and preferable burdens upon and affecting the Development Site and binding on the Proprietors and their successors as proprietors of the Development 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 Development Site.

16.2 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.

16.3 The Proprietors hereby warrant that it has not disposed of and undertakes not to dispose of the Development Site or any part thereof or interest therein prior to the registration of this agreement in the Land Register of Scotland.

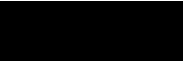
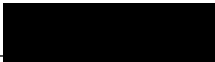


16.4 Duly authorised officers and representatives of the Council shall be entitled to enter into the Development Site or any part thereof at all reasonable times for the purposes of ascertaining whether the requirements of this agreement are being complied with, subject to causing the minimum inconvenience reasonably practical and making good any damage occasioned by such access to the reasonable satisfaction of the Proprietors.

16.5 The Bank for their interest under the Bank's Securities and the Security Holder for their interest under the Security Holder's Security, hereby consent to the provisions of this agreement but without incurring any personal responsibility or liability for the discharge of the terms of this agreement.

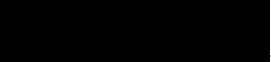

17 **CONSENT TO REGISTRATION**

17.1 The parties hereto each consent to registration hereof for preservation and execution: IN WITNESS WHEREOF this Agreement (comprising this and the preceding 21 pages together with the three plans annexed) is signed and witnessed as follows:

Signed for and on behalf of Cairngorms National Park Authority by its duly authorised signatory as follows:-

 _____ Authorised Signatory	 _____ Witness
 _____ Full name	 _____ Full Name
19 th OCTOBER 2012 _____ Date of Signature	14 THE SQUARE _____ Address
GRANTOWN ON SPEY _____ Place of Signature	GRANTOWN - DD-SPAY _____

SEALED WITH THE COMMON SEAL OF THE HIGHLAND COUNCIL and
Signed for and on behalf of the said The Highland Council by its duly authorised signatory as follows:-

 _____ Authorised Signatory	_____ Witness
 _____ Full name	_____ Full Name
10 TH NOVEMBER 2011 _____ Date of Signature	_____ Address
INVERNESS _____ Place of Signature	_____

Signed for and on behalf of the said Davall Developments Limited by its duly authorised signatory as follows:-

[Redacted signature area]

[Redacted signature area]

2nd Director/Witness

Full name
[Redacted]

Full Name
[Redacted]

Date of Signature
5th October 2011

Address
11 CRAIG LA GOWER AVENUE

Place of Signature
Avenmore

Address
Avenmore

They are subscribed by the said DAVID JOHN CAMERON as follows:-

[Redacted signature area]

Witness

[Redacted signature area]

[Redacted signature area]

Full Name

[Redacted signature area]

Full name (BLOCK CAPITALS)

Address

At Avenmore

11 CRAIG LA GOWER AVE

On 5th October 2011.

Avenmore

They are subscribed by the said GORDON ALLAN MACKINTOSH MUNRO as follows:-

[Redacted signature area]

Witness

[Redacted signature area]

[Redacted signature area]

Full Name

[Redacted signature area]

Full name (BLOCK CAPITALS)

Address

At Avenmore

11 CRAIG LA GOWER AVE

On 5th October 2011

Avenmore.

32

Signature
followed

of the said Bank of Scotland PLC by its duly authorised signatory as



Director Director: Attorney

2nd Director/Witness

Full name

12 October 2011

Date of Signature

150 Fountainbridge, Edinburgh.

Place of Signature

Full Name

150 FOUNTAINBRIDGE

Address

EDINBURGH

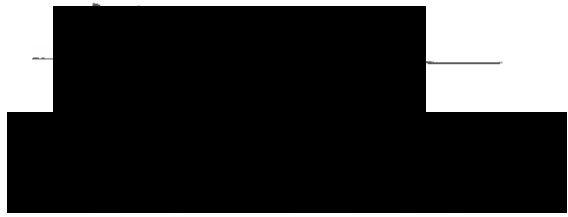
EH3 9PE

The

S AARDENBURG as follows:-



Witness



Full Name

Full name (BLOCK CAPITALS)

Address

Villa Delora

386 BD. Courtenie

06750 MOUGINS, FRANCE

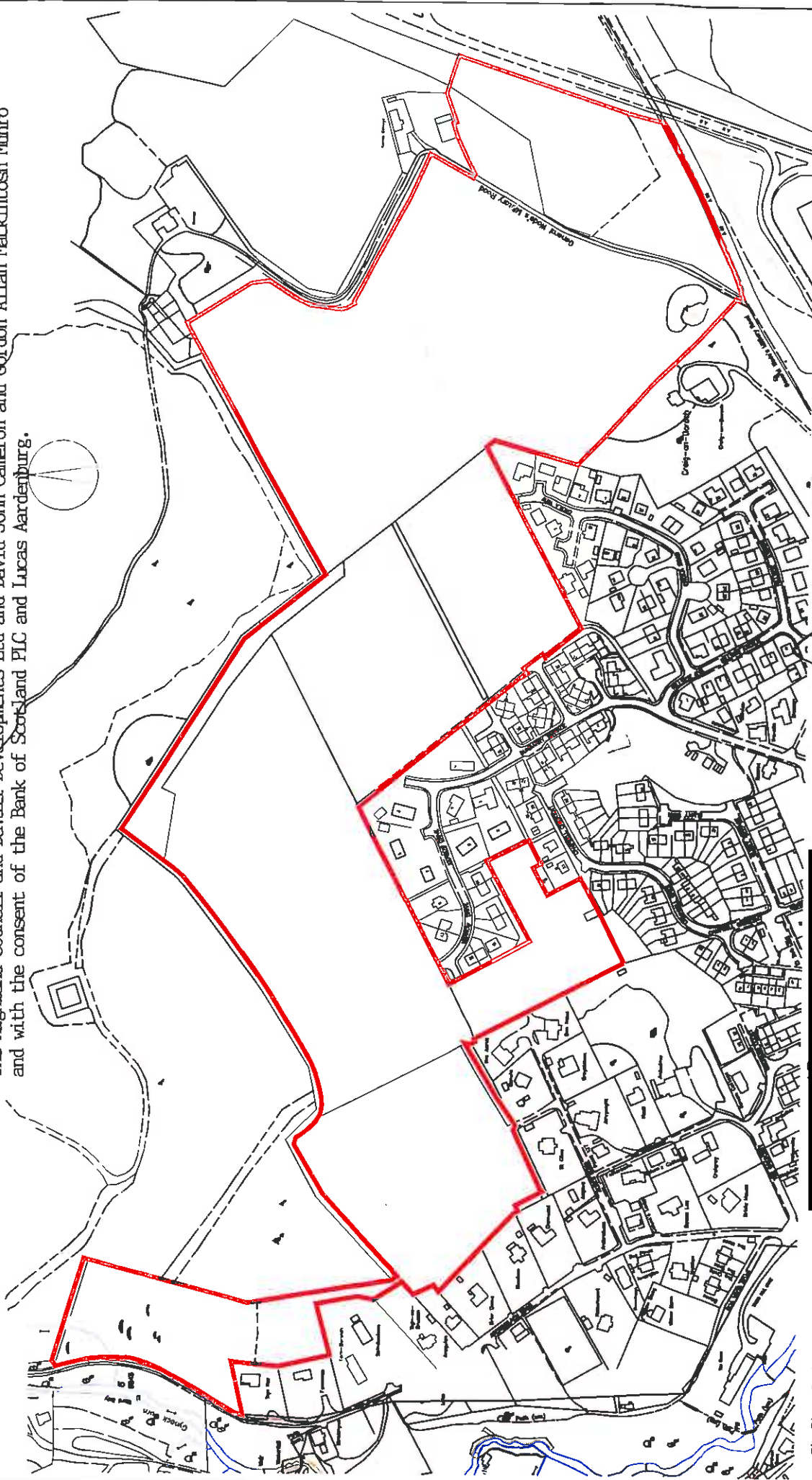
At Mougins, France

on 16 September 2011

33

PLAN REFERRED TO IN THE FOREGOING

This is Plan 1 referred to in the foregoing Minute of Agreement among Cairngorms National Park Authority and The Highland Council and Davall Developments Ltd and David John Cameron and Gordon Allan Mackintosh Mumro and with the consent of the Bank of Scotland PLC and Lucas Aardenburg.



Site Plan - Scale 1:3000 @ A3



Application Site

Client - Davall Developments Ltd

GRID BEYOND
GRID BOUND
GRID WITHIN
GRID POINT

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WILLOW HOUSE, STONEYFIELD BUSINESS PARK
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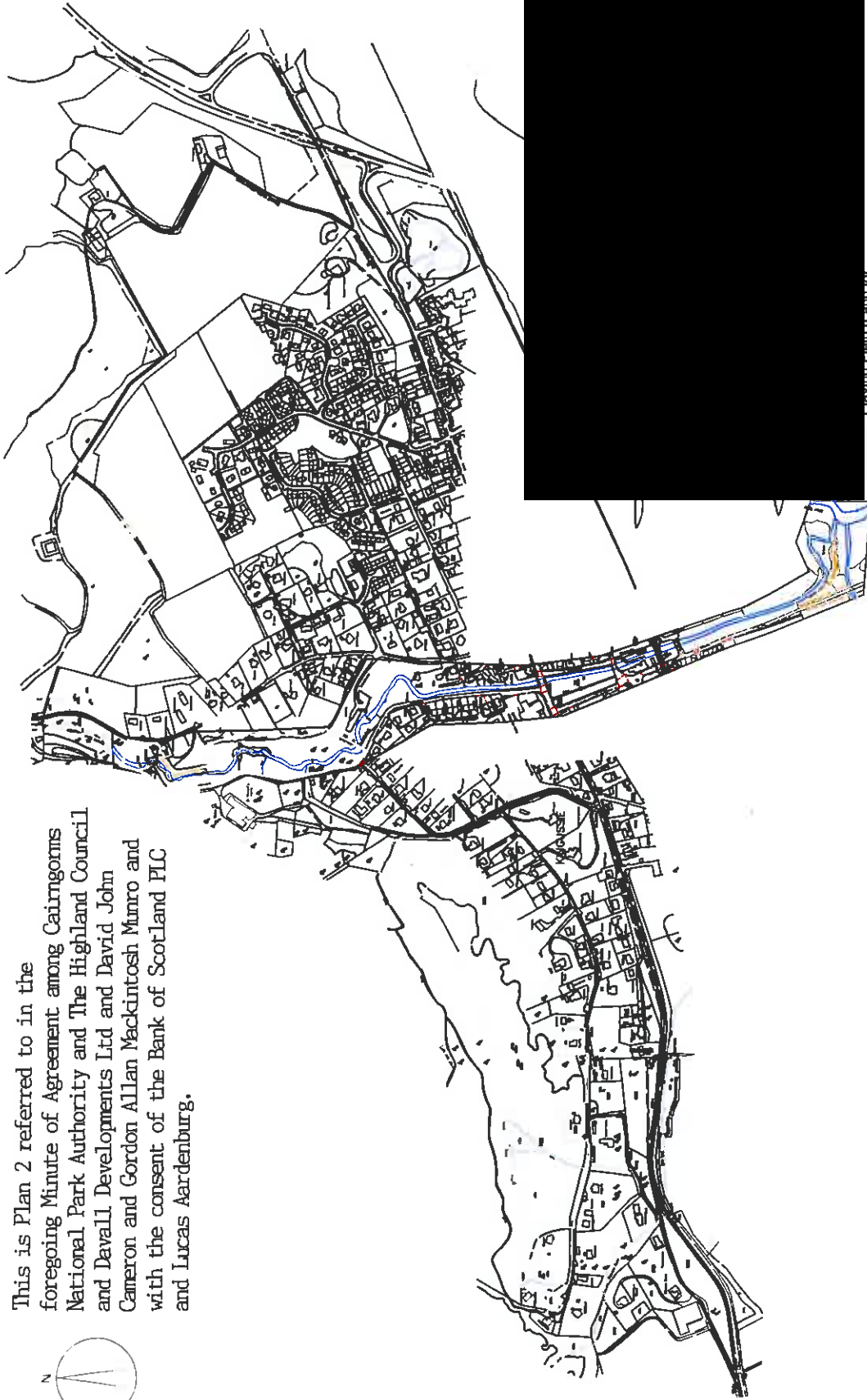
JOB NO. - 4769 DWG NO. - 900 B

G.H. JOHNSTON
BUILDING CONSULTANTS LTD

WILLOW HOUSE
STONEYFIELD BUSINESS PARK
INVERNESS IV3 7PA
TEL: 01463 23728
FAX: 01463 24258
Email: technical@ghjohnston.co.uk

PLAN REFERRED TO IN THE FOREGOING

This is Plan 2 referred to in the foregoing Minute of Agreement among Cairngorms National Park Authority and The Highland Council and Davall Developments Ltd and David John Cameron and Gordon Allan Mackintosh Munro and with the consent of the Bank of Scotland PLC and Lucas Aardenburg.



Site Plan - Scale 1:7500 @ A3



GRID REFERENCE	
N	12743
E	12743
D.S. N.B. 235011	

Playing Field, Gynack Burn and Community Woodland areas to be Transferred

Client - Davall Developments Ltd Job No. - 1760 DWG No. - 901 D

Playing Field (open for open space / community use) -
 1.40 ha
 3.42 acres

Gynack Burn area to be transferred -
 2.53 ha
 6.25 acres

Community Woodland area to be transferred -
 7.70 ha
 19.01 acres

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 WILLOW HOUSE, STONEMIELD BUSINESS PARK,
 INVERNESS, IV2 7PA
 LICENSE No: 10002811

G.H. JOHNSTON
 BUILDING CONSULTANTS LTD

WILLOW HOUSE
 STONEMIELD BUSINESS PARK
 INVERNESS IV2 7PA
 TEL: (01463) 247226
 FAX: (01463) 243358
 Email: inverness@ghjohnston.co.uk

PLAN REFERRED TO IN THE FOREGOING

This is Plan 3 referred to in the foregoing Minute of Agreement among Cairngorms National Park Authority and The Highland Council and Davall Developments Ltd and David John Cameron and Gordon Allan Mackintosh Munro and with the consent of the Bank of Scotland PLC and Lucas Aardenburg.



Site Plan - Scale 1:7500 @ A3



GRID REFERENCE	
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E	024 24501

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INVERNESS, IV2 7PA
LICENSE No. 100002613

Plan of the Development Site

Client - Davall Developments Ltd

Job No. - 1760

DWG No. - 902 E

The Development Site



G.H. JOHNSTON
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