



Registers Direct - Land Register: View Title FFE89028

Search Summary

Date:	10/09/2016	Time:	10:30:26
Search No.:	2016-03117356	User Reference:	

Sasine Search Sheet: None Available

A. PROPERTY SECTION

Title Number:	FFE89028	Date of First Registration:	22/01/2008
Date Title Sheet updated to:	01/10/2014	Date Land Certificate updated to:	09/04/2009
Hectarage Code:	0	Interest:	PROPRIETOR
Map Reference:	NO4419		

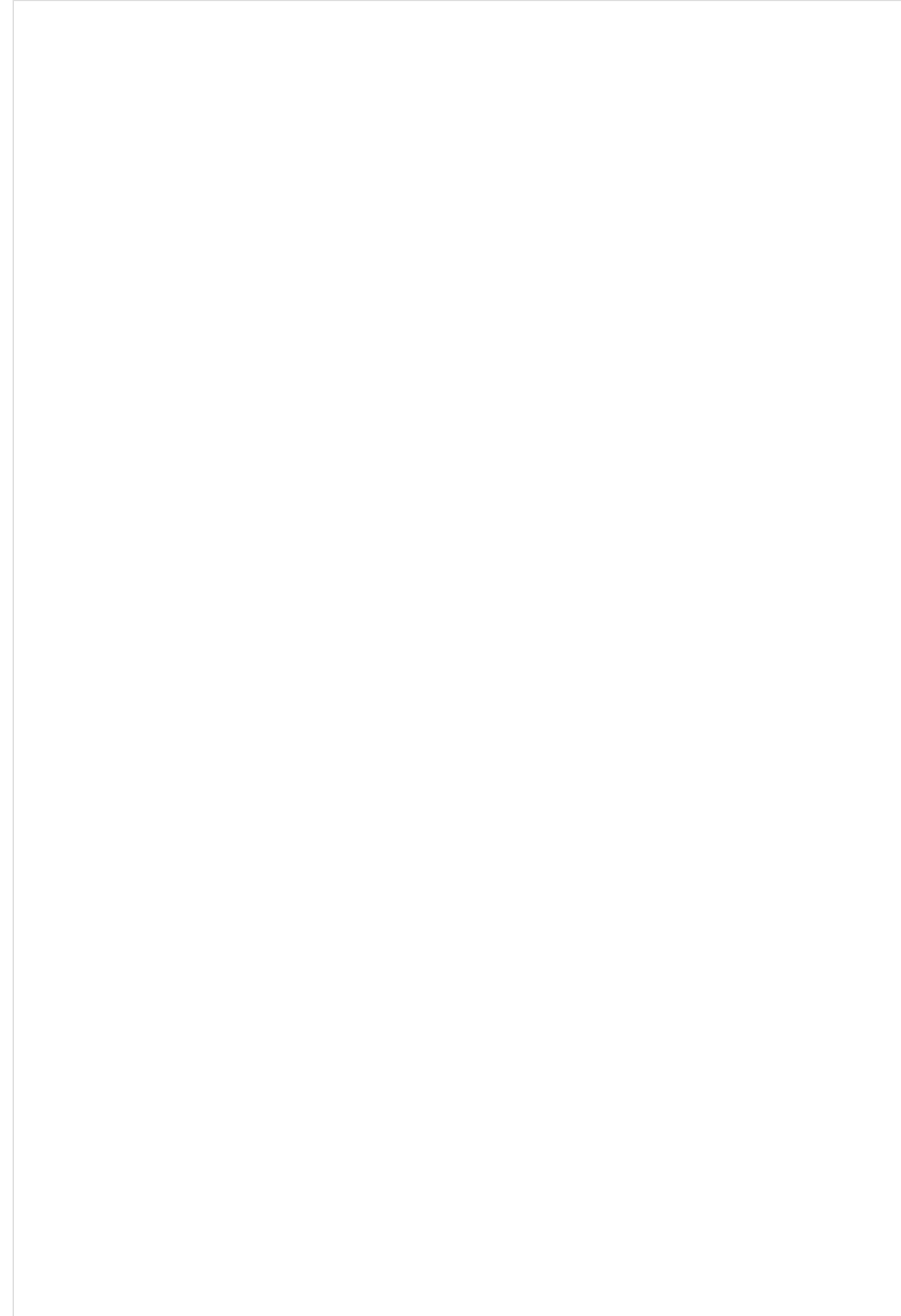
Description:

Subjects on the north west of MOTRAY PARK, GUARDBRIDGE, LEUCHARS edged red on the Title Plan. Together with the servitude more particularly described (In the second place) of the Disposition in Entry 1 of the Burdens Section, which servitude shall also continue to accrue to the benefit of the area of ground tinted blue on the said plan (hereinafter referred to as "the Retained Land" in the Burdens Section).

This is a Plain Copy which reflects the position at the date the Title Sheet was last updated.

B. PROPRIETORSHIP SECTION

Title Number:		FFE89028		
Entry Number	Date of Registration	Proprietor	Consideration	Date of Entry
1	09/04/2009	MCHALE ENTERPRISES LP a Delaware Limited Partnership filed on 8 May 2001 (File Number 3389635) whose registered agent is CORPORATION SERVICE COMPANY 2711 Centerville Road, Ste 400 Wilmington, Delaware 19808, United States Of America.	Undertaking to Pay Debts Secured and Implement All Personal Obligations in a Standard Security	31/03/2009



This is a Plain Copy which reflects the position at the date the Title Sheet was last updated.

C. SECURITIES SECTION

Title Number:	FFE89028
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There are no entries.

This is a Plain Copy which reflects the position at the date the Title Sheet was last updated.

D. BURDENS SECTION

Title Number:	FFE89028	Number of Burdens:	7
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Entry
Number

Burden Preamble

1

Disposition by John Galloway of Seggie to Guard Bridge Paper Company Limited and their assignees and disponees, recorded G.R.S. (Fife) 19 Oct. 1896, of (In the First Place) the subjects hatched brown on the Title Plan and (In the Second Place) a servitude right and tolerance over that part of my lands of Seggie lying to the west of the North British railway line and to the south of the Motray Water of laying down and maintaining in the directions indicated by a red line on the plan annexed and subscribed as relative hereto a line of pipe (in addition to the line presently passing through the same which is indicated by a dotted blue line) twelve inches or thereby in diameter in and through the same to the subjects hereby conveyed in the first place from a point higher up the Motray Water for the purpose of conveying water from the said Motray Water at the point above referred to, to the works of my said Disponees. Together with right to take the water of said burn by said pipe so far as I am interested therein with full power and liberty to my said Disponees and their foresaids to enter upon and open up my said lands for the purpose of laying down said pipe or relaying the same when necessary and for executing needful repairs thereon or any other necessary purpose. Provided always that my said Disponees and their foresaids shall in all their operations use due care and expeditions and restore the surface of the land to its original condition as soon as possible and shall pay to me or my foresaids compensation for any damage that may be done to the crops on said lands or to said lands themselves in consequence of the bursting of said pipe or by or in consequence of their operations as the same shall be ascertained by two arbiters to be mutually chosen or by an Oversman to be named by said Arbiters. Note

2

Disposition by British Railways Board to Guard Bridge Paper Company Limited and their successors and assignees, recorded G.R.S. (Fife) 21 Oct. 1969, of 2.271 Acres of ground, contains the following burdens

- 3 Grant of Servitude containing Disposition by Trustees under Agreement and Deed of Trust between Governor and Company of Bank of Scotland (hereinafter referred to as "the Bank") and Guard Bridge Paper Company Limited to British Gas plc and their successors (all hereinafter referred to as "the Company"), with consent of said Company, recorded G.R.S.(Fife) 17 Feb 1988, of a heritable and irredeemable (except as aftermentioned) servitude right and tolerance in through and over the strips of land aftermentioned of laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing or rendering unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by the Company on its own behalf or on behalf of the other persons) connected with the exercise and performance of the functions of the Company and all necessary apparatus ancillary thereto (all hereinafter collectively called "the said works") in upon and over strips of land forty feet in width and indicated for identification purposes only by the lines coloured red and marked A to B, C to D and E to F on the plans annexed and signed as relative hereto (hereinafter called "the said strips of land") which strips of land extend for distances of approximately 220 yards, 77 yards and 63 yards respectively
- 4 Disposition by GB Papers Limited to Trustees of Guardbridge Bowling Club and their successors in office, registered 29 Jun. 2000, of the subjects tinted brown on the Title Plan, contains the following burdens
- 5 Disposition by GB Papers Limited to Curtis Fine papers Limited and their successors and assignees, registered 22 Jan. 2008, of subjects, of which the subjects in this Title form part, contains the following servitudes
- 6 Disposition by Curtis Fine Papers Limited to Trustees of The Guardbridge Partnership, registered 22 Jan. 2008, of subjects lying to the north of River Terrace and subjects on the north side of Cupar Road, Guardbridge, Leuchars, tinted mauve on the title Plan registered under Title Number FFE89029, contains the following servitude which affects the subjects in this Title
- 7 Minute of Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, registered 1 Oct. 2014 between Fife Council (who and whose successors as Planning Authority are hereinafter referred to as "the Council") and McHale Enterprises L.P. and their successors and assignees (hereinafter referred to as "the Landowner") in the following terms

Entry Number	Burden Detail
1	<p>Disposition by John Galloway of Seggie to Guard Bridge Paper Company Limited and their assignees and disponees, recorded G.R.S. (Fife) 19 Oct. 1896, of (In the First Place) the subjects hatched brown on the Title Plan and (In the Second Place) a servitude right and tolerance over that part of my lands of Seggie lying to the west of the North British railway line and to the south of the Motray Water of laying down and maintaining in the directions indicated by a red line on the plan annexed and subscribed as relative hereto a line of pipe (in addition to the line presently passing through the same which is indicated by a dotted blue line) twelve inches or thereby in diameter in and through the same to the subjects hereby conveyed in the first place from a point higher up the Motray Water for the purpose of conveying water from the said Motray Water at the point above referred to, to the works of my said Disponees. Together with right to take the water of said burn by said pipe so far as I am interested therein with full power and liberty to my said Disponees and their foresaids to enter upon and open up my said lands for the purpose of laying down said pipe or relaying the same when necessary and for executing needful repairs thereon or any other necessary purpose. Provided always that my said Disponees and their foresaids shall in all their operations use due care and expeditions and restore the surface of the land to its original condition as soon as possible and shall pay to me or my foresaids compensation for any damage that may be done to the crops on said lands or to said lands themselves in consequence of the bursting of said pipe or by or in consequence of their operations as the same shall be ascertained by two arbiters to be mutually chosen or by an Oversman to be named by said Arbiters. Note: Only a monochrome copy of the plan annexed to the foregoing deed has been submitted to the Keeper, therefore the various colour references thereon cannot be determined in relation to the subjects in this Title.</p>

Entry Number	Burden Detail
2	<p>Disposition by British Railways Board to Guard Bridge Paper Company Limited and their successors and assignees, recorded G.R.S. (Fife) 21 Oct. 1969, of 2.271 Acres of ground, contains the following burdens: (First) Under burden of any servitudes and rights of wayleave granted by us or our authors for laying and maintaining sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays that may be laid in, through or across the said area of ground hereby disposed and our said disponees and their foresaids by acceptance hereof bind and oblige themselves and their foresaids to free and relieve us and our successors of all claims and liability of every kind in respect of any future interference with the said sewers and others as aforesaid due to their operations in erecting buildings on the said area of ground or otherwise; (Second) Our said disponees and their foresaids shall be bound before carrying out any operations or commencing the erection of any buildings on the said area of land to submit to our Estate Surveyor for his approval, plans, sections and detailed drawings showing inter alia the water supply and drainage arrangements and connections therewith and shall give effect to any reasonable suggestion made by him in regard to the said plans for the protection of our remaining property; (Third) Our said disponees shall be bound to fence off the said area of ground from the adjoining lands belonging to us and our said disponees and their foresaid shall thereafter uphold, maintain and when necessary renew the said fences; and (Fourth) Our said disponees and their foresaids shall be bound to relieve us of all obligations incumbent upon us to uphold and maintain any fences, drains, ditches, water supplies, level crossing or other works within or connected with</p>

the said area of land including the obligation incumbent upon us to maintain Seggie Level Crossing for access by pedestrians, and also the southmost abutment of the bridge which carried the railway over Motray Water on the northern boundary of the subjects hereby disposed.

Entry
Number

Burden Detail

3

Grant of Servitude containing Disposition by Trustees under Agreement and Deed of Trust between Governor and Company of Bank of Scotland (hereinafter referred to as "the Bank") and Guard Bridge Paper Company Limited to British Gas plc and their successors (all hereinafter referred to as "the Company"), with consent of said Company, recorded G.R.S.(Fife) 17 Feb 1988, of a heritable and irredeemable (except as aftermentioned) servitude right and tolerance in through and over the strips of land aftermentioned of laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing or rendering unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by the Company on its own behalf or on behalf of the other persons) connected with the exercise and performance of the functions of the Company and all necessary apparatus ancillary thereto (all hereinafter collectively called "the said works") in upon and over strips of land forty feet in width and indicated for identification purposes only by the lines coloured red and marked A to B, C to D and E to F on the plans annexed and signed as relative hereto (hereinafter called "the said strips of land") which strips of land extend for distances of approximately 220 yards, 77 yards and 63 yards respectively: TOGETHER WITH the right to the Company of vehicular and pedestrian access to the said strips of land and of passage over the said strips of land for the purposes of the said works and of any works of the Company contiguous therewith and over the lands of Seggie (hereinafter called "the said lands") for the purpose of access to the said strips of land at all reasonable times and in an emergency at any time whether or not with workmen, vehicles, machinery and apparatus. 2. The said servitude is granted with and under the following real burdens, conditions and obligations, namely:- COMPANY'S OBLIGATIONS (i) In exercising the servitude hereby granted the Company shall take all reasonable precautions to avoid obstruction to or interference with the use of the said lands and damage or injury thereto; (ii) The Company shall so far as reasonably

practicable make good all damage or injury to the said lands cause by the exercise by the Company of the rights hereby granted and shall make full compensation to the Bank and the Consentors in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid; (iii) The company shall so far as reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof, notification whereof shall be given to the consentors and the Bank by the Company, render the same permanently safe and on so doing the servitude right hereby granted shall be deemed to be discharged the company thereafter having no rights or obligations in respect of the said works or part thereof in the said lands; Declaring that the Company shall be bound to grant a formal Discharge of these presents if so requested upon abandonment of the said works; (iv) The Company shall keep the Bank and the consentors indemnified against all actions, claims or demands arising by reason of the existence or exercise of the rights hereby granted or failure to keep the said works in proper repair and condition as aforesaid (excepting any such actions, claims or demands as may be occupied by the negligent or wrongful act of the Consentors or their servants or agents) provided that the Bank and the Consentors shall not settle or compromise any such actions, claims or demands as are referred to herein without the prior consent of the Company; (v) The Company shall indemnify and keep the Bank and the Consentors indemnified against all loss, damage, claims, demands, costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid provided that such damage destruction or escape is not caused by the acts or omissions of the Consentors or their servants or agents and provided that the Bank and the Consentors shall not settle or compromise any such claims or demands as are referred to herein without the consent of the Company; (vi) The Company shall pay all public rates and taxes which may be imposed in respect of the said works or the servitude hereby granted; (vii) If any interference with or disturbance of the functioning of any drain or drainage system in, on or under the said lands can be shown by the Consentors or the Bank to have been caused by the existence of the said works or the exercise of the rights hereby granted then the Company shall so far as reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Bank and the Consentors in respect thereof in so far as the same shall not have been made as aforesaid. 3. For the purpose of securing to the Company the said servitude and to benefit and protect the same at all hands the bank and the Consentors bind themselves and their successors in the ownership of the said strip of land:- OWNERS OBLIGATIONS (i) not to do or causer or permit to be done on the said lands anything calculated or likely to cause damage or injury to the said works and to make all reasonable precautions to prevent such damage or injury; (ii) not, without the prior consent in writing of the Company, to make or cause to permit to be made any material alteration to or any deposit of anything upon any part of the said strips of land so as to interfere with or obstruct the access thereto or to the said works by the Company or so as to affect in any way the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works; (iii) not to erect or instal or cause or permit to be erected or installed any buildings or structure or permanent apparatus in, through, upon or over the said strips of land provided that nothing herein contained shall prevent the Consentors from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Company or their agents or from carrying on normal agricultural operations or acts of good husbandry including fencing, hedging and ditching not causing such interference, obstruction or material reduction of the depth of soil as aforesaid. 4. ARBITRATION Any dispute arising hereunder shall be determine in default of agreement by a single arbiter to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors and the provisions

of the Arbitration (Scotland) Act 1894 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination. 5. LOSS OF DEVELOPMENT (i) If at any time (a) Permission is granted under the provisions of the Town and Country Planning (Scotland) Act 1972 or any statutory modification or re-enactment thereof for the time being in force (otherwise than by a Development Order) for any development which consists of or includes building operations which the Bank and/or the Consentors are prevented by the existence of the servitude hereby granted from carrying out or it is shown that but for the said works such permission might reasonably have been expected to be granted; and (b) the said development whether in the form for which permission is granted as aforesaid or in any alternative form of equivalent value for which permission might reasonably be expected to be granted cannot reasonably be carried out elsewhere on the said lands consistently with the servitude hereby granted, and (c) the principal amount of compensation which would have been payable in respect of a compulsory acquisition by the Company of the servitude right hereby granted in pursuance of a notice to treat served on the date hereof if such permission had previously been granted exceeds the consideration for the granting of these presents (which consideration has been calculated without reference to the prospect of any such operations) then, subject to the provisions of this clause the Company will pay to the Bank and the Consentors a sum equal to the excess of such principal amount of compensation over the said consideration; (ii) if the Bank and the Consentors claim to be entitled to a payment under the last foregoing subclause hereof the Bank and the Consentors shall give notice in writing to the Company or such claim and shall furnish all such particulars in relation thereto as the Company may reasonably require; (iii) There shall be deducted from any such sum an amount equal to any sum previously so paid or payable by virtue of the provisions of this clause in respect of the same land; (iv) Any dispute arising out of the provisions of this clause shall be referred to arbitration in the manner hereinbefore provided by Clause 4 hereof. 6. DECLARING FURTHER SUPPORT (i) The conditions hereinbefore contained in Clauses 2 and 3 hereof shall have effect subject to this Clause; (ii) The statutory provisions substituted by Part II of the Mines (Working

Facilities and Support) Act 1923 for Sections 71 to 78 of the Railway Clauses Consolidation (Scotland) Act 1845 are deemed to be incorporated herein; (iii) The said provisions shall be construed as if the reference therein to the Mine Owner were reference to the Bank of the Consentors and as if references to the Company were reference to British Gas plc and reference to rail level were references to top of pipe line level; (iv) Any arbitration under the said provisions shall be in the manner hereinbefore provided by Clause 4 hereof and such of the provisions referred to in this Clause as may be inconsistent therewith shall be of no effect. Note: In so far as the said line shown coloured red and marked A to B affects the subjects in this Title it is indicated by the blue broken line between the letters A-B in blue on the Title Plan.

Entry
Number

Burden Detail

4

Disposition by GB Papers Limited to Trustees of Guardbridge Bowling Club and their successors in office, registered 29 Jun. 2000, of the subjects tinted brown on the Title Plan, contains the following burdens: (First) There are reserved to us the said GB Papers Limited and our successors as proprietors of adjoining subjects all necessary rights of wayleave through the subjects hereby disposed for existing water, drainage, sewage, gas and other pipes and electricity cables in so far as serving adjoining subjects now or formerly belonging to us with right of access thereto on all necessary occasions for maintenance and renewal.

Entry
Number

Burden Detail

5	Disposition by GB Papers Limited to Curtis Fine papers Limited and their successors and assignees, registered 22 Jan. 2008, of subjects, of which the subjects in this Title form part, contains the following servitudes: There is reserved to us, the said GB Papers Limited and our successors as heritable proprietor of the area of ground tinted blue on the Title Plan (hereinafter referred to as "the Retained Land") (One) an heritable and irredeemable servitude right of unrestricted vehicular (including heavy goods and agricultural vehicles) and pedestrian access over the subjects edged red on the said plan over such reasonable and practicable route as may be determined by the proprietors of the subjects edged red on the said plan from the adopted highway at Motray Park to the Retained Land subject to we and our foresaids being obliged to make good all damage caused to the subjects edged red on the said plan by the access taken, as soon as reasonably practicable and (Two) an heritable and irredeemable servitude right of wayleave for all existing pipes, cables, transmitters and other service media within and over the subjects edged red on the said plan serving the Retained Land.
Entry Number 6	<p>Burden Detail</p> <p>Disposition by Curtis Fine Papers Limited to Trustees of The Guardbridge Partnership, registered 22 Jan. 2008, of subjects lying to the north of River Terrace and subjects on the north side of Cupar Road, Guardbridge, Leuchars, tinted mauve on the title Plan registered under Title Number FFE89029, contains the following servitude which affects the subjects in this Title: A heritable and irredeemable servitude right of unrestricted vehicular and pedestrian access in favour of subjects hereby disposed over the land tinted yellow on the Title Plan</p>
Entry Number 7	<p>Burden Detail</p> <p>Minute of Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, registered 1 Oct. 2014 between Fife Council (who and whose successors as Planning Authority are hereinafter referred to as "the Council") and McHale Enterprises L.P. and their successors and assignees (hereinafter referred to as "the Landowner") in the following terms: WHEREAS (A) the Council is the planning authority for the administrative area of Fife, which includes the Land (as hereinafter defined), for the purposes of the Town and Country Planning (Scotland) Act, 1997, as applied by the Local Government etc. (Scotland) Act 1994; (B) the Landowner is the registered proprietor of the Land (as hereinafter defined); (C) an application has been made to the Council for planning permission in principle for the Development (as hereinafter defined); and (D) the Council has intimated that they have resolved to grant the Planning Permission (as hereinafter defined) following the conclusion of an agreement with the Landowner regarding (a) the provision of affordable housing; (b) payment of a financial contribution towards alleviating accommodation pressure at Guardbridge Primary School within the primary school catchment area of the Land; and (c) payment of a financial contribution towards the funding of road traffic calming works in the vicinity of the Land (as hereinafter defined). NOW THEREFORE the Council and the Landowner have agreed and do hereby agree, under section 75 of the Town and Country Planning Act 1997, in the</p>

manner following, videlicet: 1. Definitions and Interpretations 1.1 In this Agreement the following words and expressions shall, where the context so admits have the following meanings: "the Act" means the Town and Country Planning (Scotland) Act 1997; "Affordable Housing Unit" means a residential unit which is Housing for Social Rent or such other form of affordable housing tenure which is agreed by the Council as meeting the requirements of Persons in Housing Need, the Council being obliged to have regard to the Scottish Government's then current guidelines for the delivery of rented (including mid-market or intermediate rent) and low cost housing for sale (including shared ownership, shared equity, and low cost home ownership); "Commencement of Development" means the initiation of the Development by the carrying out of a Material Operation; "Completion" means the date of issue by the Council in its capacity as Buildings Authority of a Completion Acceptance Certificate or a Certificate of Temporary Occupation whichever is the earlier; "Development" means the construction on the Land of forty-nine (49) Residential Units including the formation of an access road and parking area and provision of amenity space in accordance with the Planning Permission; "Education Contribution" means the sum of SEVENTY ONE THOUSAND FOUR HUNDRED POUNDS (£71,400) STERLING payable by the Landowner to the Council in terms of clause 5.2; "Housing for Social Rent" means housing owned and/or managed by a Registered Social Landlord and leased at affordable rent levels, or otherwise provided, by a Registered Social Landlord to Persons in Housing Need; "Interest" means two per cent (2%) above the Bank of Scotland Base Rate from time to time; "the Land" means ALL and WHOLE that area or piece of ground on the north west of Motray Park, Guardbridge, St Andrews being the subjects in this Title; "Market Housing" means the residential units comprised in the Total Housing Units which are not Affordable Housing Units; "Material Operation" means a material operation in accordance with Section 27(4) of the Act; "Occupation" means the use of a Residential Unit as a home; "Persons in Housing Need" means persons with identified housing needs that would not be met by the normal operation of the housing market in terms of criteria set by the Council from time to time; "Planning Permission" means the planning permission in principle for the Development under the terms and conditions of planning decision notice Council reference number 13/02959/PPP and all associated drawings and documentation referred to therein and any amendment thereto and any subsequent approval of matters specified by way of condition pursuant to said planning permission in principle; "Registered Social Landlord" means Kingdom Housing Association Limited, a Housing Association incorporated under the provisions of the industrial and Provident Societies Act 1965, having their Registered Office at Saltire Centre, Pentland Gate, Glenrothes, Fife or such other body approved by the Council and being a body registered as a social landlord in the register maintained by the Scottish Ministers in terms of Section 57 of the Housing (Scotland) Act 2001; "Residential Unit" means any property on the Land constructed and designed for residential use of any sort and which term may apply individually or to a group of such units whether divided from one another either vertically or horizontally and which term also includes the Affordable Housing Units; "Total Housing Units" means the total number of residential units which are to be constructed in terms of the Development; and "Traffic Calming Works Contribution" means a payment of FIFTEEN THOUSAND POUNDS (£15,000) STERLING towards the provision of off-site traffic calming works in terms of clause 5.3. 1.2 The clause headings in this Agreement are for the convenience of the parties only and do not affect its interpretation.

1.3 Words importing the singular meaning shall include, where the context so admits, the

plural meaning and vice versa. 1.4 Words denoting the masculine gender shall include the feminine and neuter genders and words denoting any actual person shall include corporations and firms and all such words shall be construed interchangeably in that manner. 1.5 Where the context so admits references in this Agreement to a clause are to the relevant clause of this Agreement. 1.6 References in this Agreement to any statute or statutory instrument shall include and refer to any statutory amendment or reenactment thereof from time to time and for the time being in force. 2. The land to which this Agreement relates 2.1 This Agreement relates to the Land. 3. Planning Permission 3.1 On receipt by the Keeper of the Registers of Scotland of the submission for the registration of this Agreement in the Land Register of Scotland, the Council shall issue the Planning Permission. 3.2 This Agreement shall come into effect and shall be enforceable upon the Commencement of Development notwithstanding the date or dates hereof. 4. Contractual Terms to Be Real Burdens 4.1 Subject to clause 4.2, the Land is hereby bound by the contractual undertakings aftermentioned which shall have effect of real burdens on the Land for the period that this Agreement is in force. 4.2 The parties agree that the terms of this Agreement shall not be binding on any individual owner of any Residential Unit or land associated with any Residential Unit constructed on the Land. 4.3 In the event that the conditions and obligations contained in this Agreement have been fully or partially satisfied or performed the Council shall, subject to compliance with the terms of Section 75A of the Act, grant a formal full discharge of this Agreement or at the option of the Landowner a certificate or certificates of compliance which full or partial discharge will be registered in the Land Register of Scotland or which certificate or certificates of compliance shall be issued in such a form as may permit their registration in the Banks of Council and Session. 5. The Landowner's Undertakings 5.1 The Landowner undertakes in relation to the provision of Affordable Housing Units on the Land that: 5.1.1 Unless otherwise agreed between the Council and the Landowner, not less than fifteen of the Residential Units shall be Affordable Housing Units. The Affordable Housing Units shall be distributed and located across the Land in accordance with the provisions of the Planning Permission and as regards the types of tenure and tenure mix shall accord with the provisions of the current supplementary planning guidance about Affordable Housing adopted or approved (as the case may be) by the Council as at the date the relevant application for approval of matters specified by condition by the Planning Permission is submitted to the Council; 5.1.2 If necessary a further Minute of Agreement under section 75 of the Act or section 69 of the Local Government (Scotland) Act 1973 shall be entered into to secure the provision of the Affordable Housing Units referred to in sub-clause 5.1.1 above. 5.2 The Landowner undertakes to pay to the Council the Education Contribution which the Council shall only use to alleviate accommodation pressures at Guardbridge Primary School within the primary school catchment area of the Land. 5.2.1 The Education Contribution shall be paid to the Council by means of five payments of FOURTEEN THOUSAND TWO HUNDRED AND EIGHTY POUNDS (£14,280) STERLING payable not later than 14 days after the Completion of the sixth, twelfth, eighteenth, twenty-fourth and the thirtieth units of Market Housing. 5.2.2 The Landowner undertakes that they shall give 14 days notice in writing to the Council of the anticipated date of Completion of the specified units Market Housing as set out in clause 5.2.1 above. 5.2.3 The Council shall provide written confirmation to the Landowner as to what purpose the Education Contribution has been applied within 21 working days of the Education Contribution having been spent. If the Education Contribution has not been used by the Council for the foregoing purpose within five (5) years of the date of payment of the final instalment payment of the Education Contribution to the Council, the Education Contribution shall be repaid to the party who made the payment or such party's nominee with Interest thereon from the date of the fifth anniversary of the final instalment payment to the Council until the date of actual payment. 5.3 Prior to the Occupation of the first Residential Unit, the Landowner undertakes to pay to the Council, the Traffic Calming Works Contribution to fund traffic calming works in the vicinity of the Motray Park, Guardbridge, St Andrews/A919 public road junction conform to the Council's Specification of Roadworks currently in force and the Council acting as Roads Authority under the terms of the Roads (Scotland) Act 1984. 5.3.1 The

Council shall provide written confirmation to the Landowner as to the expenditure of the Traffic Calming Works Contribution within 21 working days of the Traffic Calming Works Contribution having been spent. If the Traffic Calming Works Contribution has not been used by the Council for the foregoing purpose within five (5) years of the date of payment of the same to the Council, the Traffic Calming Works Contribution shall be repaid to the party who made the payment or such party's nominee with Interest thereon from the date of the fifth anniversary of the date of payment to the Council until the date of actual payment.

5.4 The Landowner undertakes that subject to any restriction upon it in terms of the Data Protection Act 1998 and any other or future legislation of a similar nature, it shall within 28 days of receipt of a request from the Council supply to the Council all information required by the Council to satisfy the Council that this Agreement is being complied with.

5.5 The Landowner shall pay the Council's proper and reasonable legal expenses of negotiating and preparing this agreement up to a maximum of FIVE HUNDRED POUNDS (£500) STERLING and shall free and relive the Council of the registration dues of this Agreement and the expense of obtaining two extracts hereof.

6. Alienation

6.1 The Landowner shall not assign such rights and obligations in the Land or under this Agreement as it may have prior to the registration of this Agreement in the Register of Sasines or the Land Register as the case may be except in so far as the same may be specifically agreed to in writing by the Council which agreement shall not be unreasonably withheld or delayed. For the avoidance of doubt, the Landowner may assign the rights and obligation under this Agreement following registration of these presents without the consent of the Council.

7. No Limitation of Powers/Vires

7.1 Nothing in this Agreement shall prejudice the rights and/or powers of the Council under the Act or any other enactment.

7.2 To the extent that any provision, ("the offending provision") hereof is ultra vires the statutory functions of the Council or in any other way unlawful the same shall be null and void but there shall be substituted therefore such other provision obtained by amending the offending provision to the minimum extent necessary to render it intra vires or otherwise lawful in the relevant respect.

8. Default

8.1 In the event of the Landowner breaching any of the terms of the Agreement the Council shall be entitled to any or all of the following remedies:

8.1.1 Interest from the date when any payment fell due until the date of actual payment;

8.1.2 In the case of material breach to require the Landowner immediately to cease further operations on the Land and/or further use of the Development until the breach has been remedied; and

8.1.3 Take any other action which is reasonably required given the facts and circumstances of the breach in question to ensure performance of any of the Landowner's undertakings in Clause 5.

9. Discharge

In the event of (a) the conditions and obligations contained in this Agreement have been fully satisfied or performed or (b) the Council fail to issue the Planning Permission or (c) the Planning Permission is revoked under section 65 of the Act or (d) the Development, for whatever reason does not proceed then the Council shall subject to compliance with Section 75A of the Act, and as soon as reasonably predictable after the occurrence of any of (a), (b), (c) or (d), execute and register in the Land Register of Scotland a formal Discharge of this Agreement in a form to be agreed between the parties (each acting reasonably). The Landowner shall free and relieve the Council of their reasonable and proper legal expenses in respect of the preparation and execution of such Discharge including the registration dues thereof.

10. Section 75C of the Act - liability of former owner

The parties agree with reference to the provisions of Section 75C of the Act that if any owner ceases to have any interest as owner of the Land, then any such former owner shall cease to be bound by the obligations contained in this Agreement.

11. Governing Law and Disputes

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

11.2 In the event of any dispute or difference arising between the parties hereto as to the intent, meaning or application of this Agreement, whether during the currency hereof or after termination of the same, the matter of difference shall be determined by a single arbiter to be agreed between the parties or, failing agreement, by a single arbiter to be appointed by the Secretary for the time being of Law Society of Scotland. The arbiter so appointed (who shall act as arbiter and not as expert) shall not be so empowered to state a case for the opinion of the Court of Session, in terms of rules 41 and 69 set out in Schedule 1 to, and applied by Section 7 of the Arbitration (Scotland)

Act 2010. The award or awards, interim and final, of an arbiter so appointed shall be binding on the parties in accordance with the Law of Scotland the costs of any such arbitration shall be met by the parties as the arbiter may determine. 12. Registration
12.1 The parties hereto consent to registration hereof for preservation and execution.

This is a Plain Copy which reflects the position at the date the Title Sheet was last updated.

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