MINUTE OF AGREEMENT

Under Section 69 of
the Local Government (Scotland) Act 1973

between

ABERDEEN CITY COUNCIL

and

Property:

MINUTE OF AGREEMENT

between

(1) **ABERDEEN CITY COUNCIL** constituted under the Local Government etc. (Scotland) Act 1994 and having its principal office at The Town House, Broad Street, Aberdeen AB10 1AB (who and whose successors as local planning authority are hereinafter referred to as "**the Council**"); and

(2) **("the Developer")**

WHEREAS:

(One) The Council is the local authority for the local government area of Aberdeen City, in which the Site is situated, and the planning authority for the area of Aberdeen City in terms of section 1 of the 1997 Act;

(Two) The Council is entitled, in terms of section 69 of the 1973 Act, to enter into an agreement with any person which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions;

(Four) The Developer submitted the Planning Application to the Council; and

(Five) The Council resolved to grant the Planning Permission subject to *inter alia* the conclusion of an agreement under section 69 of the 1997 Act and the imposition of planning conditions;

NOW THEREFORE the parties have agreed and do hereby agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement (including the foregoing preamble) unless the context otherwise requires, the following expressions have the following meanings:

"1997 Act" means the Town and Country Planning (Scotland) Act 1997 as varied or amended from time to time;

"**Agreement**" means this agreement together with the Plan;

"the Contributions" means

"**Development**" means the development of the Site as authorised by the Planning Permission;

"**Parties**" means the Developer and the Council together;

"the Plan" means the plan annexed and executed as relative hereto;

"Planning Application" means

"**Planning Permission**" means the planning permission to be granted by the Council in respect of the Planning Application;

"Site" means the subjects shown delineated in red on the Plan;

1.2 In the interpretation of this Agreement, save to the extent that the context or the express provisions of this Agreement require otherwise:-

1.2.1 words importing the singular shall include the plural and *vice versa;*

1.2.2 words importing any gender shall include all other genders;

1.2.3 any reference to a preamble or clause is to the relevant preamble or clause of or to this Agreement;

1.2.4 the clause headings do not form part of this Agreement and shall not be used in interpreting its terms; and

1.2.5 any reference to a statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same;

2. Conditionality and Effect

2.1 The obligations contained in this Agreement shall take effect upon the date of final execution hereof.

3. The Contributions

3.1 The Developer undertakes to pay the Contributions, prior to the issue of the Planning Permission.

3.2 In the event that the Council does not use the Contributions, or any part thereof, for the use specified within the period of 7 years from the date of commencement of development under the Planning Permission, the Council will reimburse the Developer or its nominee of the unspent element of the Contributions, together with interest thereon from the date of payment, calculated on a compound basis annually.

4. Issue of Planning Permission

4.1 The Council will issue the Planning Permission within [5] working days of receipt by the Council of payment of the Contributions.

5. Dispute Resolution

5.1 Any dispute or difference between the Parties arising as to the effect or meaning of this Agreement or the implementation of any of the provisions in this Agreement, or any matters arising from this Agreement shall be determined by an expert to be appointed by the Parties jointly. Failing agreement, any party may apply to the Sheriff Principal of Grampian Highland and Islands for the appointment of such an expert. Notwithstanding the method of appointment of the expert, it shall be an express condition of the appointment that any decision shall be issued within one calendar month of a joint statement by the Developers and the Council, both parties being obliged to act reasonably and expeditiously in the preparation of such statement. Any decision issued by such an expert shall be binding on the Developers and the Council except in the event of a manifest error in fact or in law. Payment of costs in respect of any dispute referred to the expert will be determined by the expert. In the absence of a determination of the expert as to the payment of costs, the Parties shall bear the costs of appointing the expert equally.

6. Registration

6.1 The registration of this Agreement will be undertaken by the Developer within seven days of the last date of execution of this Agreement. The Developer will meet the registration dues on this Agreement and will provide the Council with one extract of this Agreement following registration in the Books of Council and Session.

7. Expenses

7.1 The Developer will pay the Council's reasonable and properly incurred legal costs and outlays

incurred in connection with the preparation of this Agreement and any variation thereof, including the registration dues of recording in the Books of Council and Session and of obtaining two extracts thereof, one for each of the Parties within 30 days of receipt of the Council's invoice.

8. Jurisdiction

8.1 This Agreement is governed by the Law of Scotland.

9. Notices

9.1 All notices which require to be given in terms of this Agreement shall be in writing and shall be deemed to be sufficiently served if signed by or on behalf of the party issuing the notice and either (i) delivered personally, or (ii) sent by pre-paid recorded delivery or registered post addressed:

9.1.1 In the case of the Developer to its registered office;

9.1.2 In the case of the Council, marked FAO of the Head of Planning and Sustainable Development, Business Hub 4, Ground Floor North, Marischal College, Broad Street, Aberdeen, AB10 1AB or to such other address as the Council may have notified to the Proprietors previously in writing;

9.1.3 and any such notice shall be deemed to have been served: (i) if delivered personally, at the time of delivery, and (ii) in the case of pre-paid recorded delivery or registered post, on the second business day (excluding weekends and public and statutory holidays) after the date on which the same was posted.

9.2 In providing service, it shall be sufficient to provide that the envelope containing the notice was duly addressed to the Council or to the Developer, as the case may be, in accordance with Clause 9.1 and posted to the place to which it was so addressed.

10. Registration

10.1 The Parties consent to the recording of this agreement in the Books of Council and Session for preservation and execution:

IN WITNESS WHEREOF these presents consisting of this, the preceding three pages and the plan are executed as follows:

Subscribed for and on behalf of the said

ABERDEEN CITY COUNCIL

At

On the Day of

By its Authorised Signatory

…….....(PRINT NAME)

……..(SIGNATURE)

In the presence of this witness:

…….....(PRINT NAME)

……..(SIGNATURE)

Address……...

…….....

……

Subscribed for and on behalf of the said