



Registers Direct - Land Register: View Title

REN25117

Search Summary

Date:	30/11/2012	Time:	14:27:32
Search No.:	2012-03557792	User Reference:	

Sasine Search Sheet: SS

A. PROPERTY SECTION

Title Number:	REN25117	Date of First Registration:	06/11/1984
Date Title Sheet updated to:	27/01/2011	Date Land Certificate updated to:	23/07/2007
Hectarage Code:	2	Interest:	TENANT
Map Reference:	NS4464		

Description:

Subjects being part of LINWOOD REGIONAL SHOPPING CENTRE, ARDLAMONT SQUARE, LINWOOD, PAISLEY edged red on the Title Plan being 2.0 hectares in measurement on the Ordnance Map.

Short Particulars of the Leases under which the above subjects are held

Parties	Date of Recording or Registration	Term
Renfrew County Council to City Wall Properties (Scotland) Limited Note: (As to the part tinted pink on the Title Plan)	G.R.S. (Renfrew) 19/04/1967	125 years from 20 Mar. 1967
District Council of Renfrew to City Wall Properties (Scotland) Limited Note: (As to the part tinted blue on the Title Plan)	G.R.S. (Renfrew) 03/04/1981	116 years from 20 Mar. 1976

Notes:

1. The part edged and numbered in green on the Title Plan has been removed from this Title.
2. The parts edged and numbered in yellow on the Title Plan have been Sub-Leased - for particulars see Schedule of Sub-Leases below.
3. The parts tinted green on the Title Plan are not included in this Title.

Schedule of Sub-Leases

Entry	No on	Plot	Subjects	Tenant	Date of Recording	Term	Rent
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No	Plan No		or Registration		
1	11	Mobil Oil Company Limited	G.R.S. (Renfrew) 31/03/1980	42 years from 1 Jan. 1972	£1500 per annum (subject to review)
2	2 (Part)	District Council of Renfrew	G.R.S. (Renfrew) 03/04/1981	6 May 1969 to 20 Mar. 2092	£1 per annum
2	3 (Part)				
2	4 (Part)				
2	5				
2	6				
2	7				
2	8				
2	9				
3	10	Manpower Services Commission	G.R.S. (Renfrew) 23/02/1984	20 years from 12 Sep. 1983	£1500 (subjects to review)
4	13 (Part)	Thomas Munn Smith	Land Register 17/05/1990	8 Dec 1979 to 24 Dec 1999	£3000 per annum (subject to review)
4	15 (Part)				
5	17 (Part)	William Alexander Sutherland Stark	Land Register 25/04/1994	21 years from 24 Jun 1990 to 24 Jun 2011	£1500 per annum (subject to review)
6	22 (Part)	Avid Iqbal	Land Register 22/08/1994	5 Dec. 1988 to 4 Dec. 2013	£4500 per annum (subject to review)
6	23 (Part)				
6	24 (Part)				
7	25 (Part)	Ganton House Investments Limited	Land Register 25/01/1996	24 Jun. 1993 to 23 Sep. 2013	£4500 per annum (subject to review)
7	26 (Part)				

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

It does not have the evidential status of an Office Copy.

B. PROPRIETORSHIP SECTION

Title Number: REN25117

Entry Number	Date of Registration	Proprietor	Consideration	Date of Entry
		TESCO STORES LIMITED incorporated under the Companies Acts, (Registered	Certain Good and Onerous Causes in respect of the	

1	23/07/2007	Number 00519500), and having their Registered Office at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL.	Subjects in this Title and other Subjects.	25/06/2007
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C. CHARGES SECTION

Title Number:	REN25117
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There are no entries.

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D. BURDENS SECTION

Title Number:	REN25117	Number of Burdens:	4
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Entry Number	Burden Preamble
1	Lease (for 125 years from 20 Mar. 1967) by County Council of County of Renfrew (therein referred to as "the Landlord") to City Wall Properties (Scotland) Limited (who and whose successors are therein referred to as "the Tenants") recorded G.R.S. (Renfrew) 19 Apr. 1967, of 12.1 acres of ground, of which the parts tinted pink on the title plan form part, contains the following burdens
2	Supplementary Lease (for 116 years from 20 Mar. 1976) by District Council of Renfrew to City Wall Properties (Scotland) Limited recorded G.R.S. (Renfrew) 3 Apr. 1981, of 1.12 Acres of ground, of which the part tinted blue on the Title Plan forms part, contains the following burdens
3	The rights of the Sub-Tenants contained in the Sub-Leases specified in the Schedule of Sub-Leases in the Property Section are burdens on the subjects in this Title.
4	Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1972, registered 27 Jan. 2011 between The Renfrewshire Council (hereinafter referred to as "the Planning Authority") and The Renfrewshire Council (hereinafter referred to as "the First Proprietor") and Tesco Stores Limited (hereinafter referred to as "the Second Proprietor") in the following terms

Entry Number	Burden Detail
1	Lease (for 125 years from 20 Mar. 1967) by County Council of County of Renfrew (therein referred to as "the Landlord") to City Wall Properties (Scotland) Limited (who and whose successors are therein referred to as "the Tenants") recorded G.R.S. (Renfrew) 19 Apr. 1967, of 12.1 acres of ground, of which the parts tinted pink on the title plan form part, contains the following burdens: FIRST. The landlords in consideration of the rent and other prestations hereinafter contained hereby let the said area of ground to the tenants for the purposes aftermentioned for the period of One hundred and twenty five years from the Twentieth day of March, Nineteen hundred and sixty seven, but always with and under burden of the servitude right in favour of R. & W. Watson Limited and their successors of laying down and maintaining a reinforced concrete culvert to carry their Mill Lade through the said area of ground all as specified and contained in Deed of Servitude by the landlords in favour of the said R. & W. Watson Limited . SECOND. (One) The rent

payable by the tenants in respect of the area of ground hereby let shall commence to run from a date twelve months after the 20 Mar. 1967 and shall be as follows: - First Year - Nil; Second/Fifth Year Two thousand pounds per annum; Sixth/Fourteenth year Five thousand pounds per annum; Fifteenth/Twenty first year Eight thousand pounds per annum; Twenty second/Fiftieth year Twelve thousand pounds per annum; Fifty first/Seventy second year Sixteen thousand pounds per annum; Seventy third/One hundred and twenty fifth year - during this period the rent payable by the tenants will be reviewed annually and will be a fixed proportion of the rent received by them from sub-tenants, the actual proportion to be established on the basis of the relationship between the rent paid by the tenants and the rent received by them from sub-tenants as at the end of the Seventy second year, it being understood that throughout this period the rent will not be less than Sixteen thousand pounds per annum. (Two) The rent due by the tenants to the landlords as aforesaid shall be payable annually in arrear on the English December Quarter Day in each year. THIRD. In addition to the said rent, the tenants shall pay and so free and relieve the landlords of all local and general rates, taxes, assessments and burdens whatsoever which now are or may, during the period of this Lease, be charged, assessed or imposed upon the area of ground hereby let or the buildings erected or to be erected thereon or on the landlords or tenants in respect thereof; but excepting (one) feu duties, ground annuals and other ground burdens payable by the landlords as proprietors of the dominium utile of the said area of ground, (Two) all local rates, taxes and assessments payable in respect of buildings situated on the said area of ground at the said date of entry but due for demolition, (Three) all local rates, taxes and assessments payable in respect of these buildings erected at the direction of the landlords. FOURTH. The landlords bind themselves under the conditions hereinbefore and hereinafter expressed, to warrant this Lease to the tenants at all hands. FIFTH. The tenants shall erect and construct in phases on the area of ground hereby let, buildings comprising shops, stores, offices, car parks and others with relative service roads and areas, pedestrian ways, footpaths and open spaces and, if so required by the landlords, shall also erect, at the expense of the landlords, buildings to comprise or include a clinic, library and dwellinghouses and such other buildings as the landlords may direct, all in accordance with plans to be approved by the landlords; and the said area of ground and the buildings and others erected or constructed thereon shall not be used for the carrying on of any noisy, noxious or offensive trades or for industrial purposes or as a site for a fun fair or amusement arcade or for any immoral or illegal purpose or for any purpose which, in the opinion of the landlords may be detrimental to the amenity of the neighbourhood. SIXTH. (One) The tenants shall insure the buildings and others to be erected and constructed on the area of ground hereby let in the joint names of the landlords and themselves against the risk of fire, explosion, storm or tempest (including lightning) and (in peacetime) aircraft and any articles dropped therefrom with an established Insurance Office of good repute for an amount to be approved in writing by the landlords sufficient to cover the cost of completely reinstating the said buildings and others in the event of total destruction, together with architects' and surveyors' fees and other incidental expenses and two years' rent payable under this Lease and they shall, throughout the period of this Lease, keep the said buildings and others so insured; declaring that the provisions of the Schedule of Conditions of Building contract (1963 Edition) published by the Royal Institute of British Architects (as applicable in Scotland) shall apply with regard to the insurance of the said buildings and others while in course of construction. (Two) The tenants shall pay all premiums and other monies necessary for the purpose of such insurance within twenty one days after the same shall have become due and shall, whenever required, produce to the landlords the policy or policies of insurance and the receipt or receipts for the current year's premiums; declaring that if the Tenants shall fail to insure or keep insured the said buildings and others in accordance with the provisions of this clause the landlords shall be at liberty, without prejudice to any other remedy they may possess, to insure the said buildings and others in manner aforesaid and pay the premiums in respect thereof and the premiums so paid and all incidental expenses shall be repaid by the Tenants to the landlords on demand. (Three) In case the said buildings and others

or any part thereof shall at any time be destroyed or damaged by fire or any other of the risks insured against, then and as often as the same shall happen all monies received in respect of such insurance shall forthwith be paid into a banking account in the joint names of the landlords and the tenants (and, if appropriate, of such other persons as have a pecuniary interest in the subjects) in such bank as the landlords shall direct and shall with all convenient speed be laid out in rebuilding or repairing or reinstating the said buildings and others in a good and substantial manner according to the plans, sections, drawings, elevations and specifications previously approved by the landlords or in such other manner as shall be approved in writing by the landlords, and in case the monies received in respect of the said insurance shall be insufficient for the purpose, the tenants shall make good the deficiency out of their own monies; declaring that the landlords shall be bound to concur in paying over such monies for such rebuilding, repairing and reinstatement (other than the amount if any, of arrears of ground rent which may be outstanding which may be outstanding which the tenants shall be bound to pay to the landlords forthwith out of such monies) and at the conclusion of such rebuilding, repairing or reinstatement the landlords shall be bound to concur in paying to the tenants any surplus and any interest which may have accrued from time to time upon any monies held in such bank account; and (Four) the tenants shall not do or permit or suffer to be done in or upon the area of ground hereby let or the buildings and others thereon or any part or parts thereof anything which may render void or voidable the policy or policies of insurance effected hereunder. SEVENTH. (One) The tenants shall be entitled at any time after substantial completion of the said buildings and others in Phase One of the Development, to grant an irredeemable Assignment of their right and interest in this Lease to any person, firm, company or other body approved by the landlords; declaring that no such Assignment shall be granted unless and until the landlords approval has been obtained, such approval not to be unreasonably withheld. (Two) The tenants shall be entitled at any time to assign this Lease by way of security subject to their notifying the landlords of the nature and extent of every such security and of the creditor or creditors therein. EIGHTH. (One) The tenants shall be entitled without the prior permission of the landlords to grant Sub-Leases of the said buildings and others or any part or parts thereof to any persons, firms, companies or other bodies provided always that the sub-tenants are respectable and reputable persons or bodies and that such Sub-Leases are for a period not exceeding twenty one years. (Two) The tenants shall be entitled to grant Sub-Leases of said buildings and others or any part or parts thereof to any persons, firms or companies or other bodies provided always that the sub-tenants are respectable and reputable persons or bodies for a period exceeding twenty one years, but only with prior approval of the landlords, such approval not to be unreasonably withheld. (Three) In granting such Sub-Leases the tenants shall ensure that the terms and conditions thereof are not at variance or inconsistent with the terms and conditions of this Lease. NINTH. The Tenants shall have the right to sublet unimproved land to special lessees, such right only to be granted by the specific consent of the landlords, but which consent shall not be unreasonably withheld. TENTH. The parties shall each, in addition to bearing their own professional expenses of and incidental to the submission and approval of plans and specifications, also bear their own legal expenses and outlays of and incidental to the adjustment of the terms and conditions, and the execution of this Lease. ELEVENTH. At the expiry or sooner termination of this Lease the tenants shall flit and remove themselves and their sub-tenants from the area of ground hereby let and the buildings and others thereon and shall yield up the same to the landlords well and substantially maintained, repaired, cleansed and painted in accordance with the tenants obligations and with due regard to the age of the said buildings and others; declaring however, that tenants fittings and trade fixtures may be removed prior to the termination of the tenancy. TWELFTH. The provisions of the Heads of Agreement between the parties hereto dated Fifteenth and Twenty fifth February, Nineteen hundred and sixty six so far as not inconsistent with the provisions of this Lease, shall be of full force and effect and shall apply to the parties hereto (the rights and obligations of the Council and Developers therein applying to the landlord and tenants herein respectively) and to the area of ground hereby let and the said buildings and others thereon throughout the period of this

Lease as if repeated herein. THIRTEENTH. Any dispute or difference between the parties hereto with respect to the construction or effect of these presents or as to the respective rights, duties or obligations of the parties or as to any other matter arising out of or in connection with these presents shall be referred to the Dean of the Faculty of Advocates whose decision shall be final and binding on both parties.

Entry Number **Burden Detail**

2 Supplementary Lease (for 116 years from 20 Mar. 1976) by District Council of Renfrew to City Wall Properties (Scotland) Limited recorded G.R.S. (Renfrew) 3 Apr. 1981, of 1.12 Acres of ground, of which the part tinted blue on the Title Plan forms part, contains the following burdens: (FIRST) The rent payable by the Tenants in respect of the area of ground hereby let shall be the sum of One Pence Sterling per annum (if asked only) payable annually in arrears along with the rent due under the Principal Lease in Entry 1 hereof which shall continue to be payable. (SECOND) The said area of ground shall be developed by the Tenants at their discretion and in the event that they decide to develop the said area of ground then they shall develop it in conjunction with the land in the Principal Lease for the same purposes as those specified therein including the provision of a car park and of such environmental improvements or ancillary facilities as shall be thought to be for the overall improvement of the area at the expense of the Landlords as shall have been agreed between the Landlords and the Tenants. (THIRD) The whole other terms and conditions of the Principal Lease excepting always therefrom Clauses First, Second, Fifth, Twelfth and Fourteenth shall apply mutatis mutandis to the said area of ground subject to the following alteration:- the reference to "after substantial completion of the said buildings and others in Phase One of the Development" in clause SEVENTH (One) thereof shall not apply and the Tenants shall be entitled at any time to grant an irredeemable Assignment of their right and interest in this Supplementary Lease to any person, firm, company or other body approved by the Landlords subject to the declaration specified in the said Clause SEVENTH (One). NOTE: The part edged and numbered 12 in green on the Title Plan was removed from this Title by virtue of the Partial Renunciation Of Lease registered 13 Dec. 1994.

Entry Number **Burden Detail**

3 The rights of the Sub-Tenants contained in the Sub-Leases specified in the Schedule of Sub-Leases in the Property Section are burdens on the subjects in this Title.

Entry Number **Burden Detail**

4 Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1972, registered 27 Jan. 2011 between The Renfrewshire Council (hereinafter referred to as "the Planning Authority") and The Renfrewshire Council (hereinafter referred to as "the First Proprietor") and Tesco Stores Limited (hereinafter referred to as "the Second Proprietor") in the following terms: In this Minute of Agreement, the following terms shall have the undernoted meanings ascribed to them:- "the Act" means the Town and Country Planning (Scotland) Act 1997 as amended by the Planning etc. (Scotland) Act 2006 and as otherwise amended from time to time; "Commencement" means the initiation of development by the carrying out of a Material Operation and "Commence" shall be construed accordingly. "Development" means the demolition and rebuilding of the Linwood town centre including the erection of a Class 1 superstore, Class 1 and 2 shop units, a community centre, a library, a health centre (Class 2), offices (Class 4), a police station, a petrol filling station, ancillary car parking and access, all on the Development Site; "Development Site" means that area of ground edged red on Supplementary Plan 1 of which the subjects in this Title form part; "Enabling

Works" means (1) demolition and site clearance works (ii) site establishment works (iii) works to alter the contours of the Development Site (iv) works to remediate or stabilise the Development Site (v) the excavation of foundations (vi) the construction and installation of any roads, footpaths, service media and all other infrastructure, and (vii) all other acts or works to enable the construction of the Development; "First Subjects" means ALL and WHOLE the subjects at Hart Street and Bridge Street, Linwood comprising (One) ALL and WHOLE those two areas of ground lying on the south west side of Bridge Street in the Village of Linwood, Parish of Kilbarchan and County of Renfrew extending to Seven decimal or one tenth of an acre or thereby Imperial Standard Measure and Sixty eight decimal or one-hundredth parts of an acre or thereby Imperial Standard Measure respectively as delineated and shown coloured pink on the map signed and sealed with reference to the Linwood Compulsory Order 1986 dated 6 December 1965; confirmed by the Secretary of State in exercise of the powers conferred on him by sub-paragraph (1) of paragraph 4 of Part 1 of the First Schedule to the Acquisition of Land (Authorisation Procedure) (Scotland) Act 1947 on 3 June 1956 and recorded in the Division of the General Register of Sasines applicable to the County of Renfrew on 13 June 1956; (Two) (First) ALL and WHOLE that piece of ground in the said Parish and County extending to Three acres and eighty seven decimal or one-hundredth parts of an acre or thereby Imperial Standard Measure more particularly described in, disposed by and shown within red boundaries on the plan annexed and executed within red boundaries on the plan annexed and executed as relative to Disposition by the District Council of the Fourth District of the County of Renfrew in favour of the County Council of the County of Renfrew dated 13 and recorded in the said Division of the General Register of Sasines on 31, both days of March 1975 UNDER EXCEPTION OF ALL and WHOLE that area of ground extending to Two thousand, eight hundred and ninety four square metres and five decimal or one tenth parts of a square metre or thereby lying in the said Parish and County more particularly described in and shown delineated and coloured red on the plan annexed and executed as relative to Notice of Title by The Secretary of State for Scotland recorded in the said Division of the General Register of Sasines on 23 May 1989 and (by way of inclusion and not exception) (Second) ALL and WHOLE the plot or area of ground lying in the said Village, Parish and County extending to twenty seven poles and seven hundred and thirteen decimal or one thousandth parts of a pole or thereby Imperial Standard Measure more particularly described in and disposed by and delineated and outlined in blue on the plan annexed and executed as relative to Feu Contract between Robert Thomas Napier Speir and the said County Council of the County of Renfrew dated 9 and 11 and recorded in the said Division of the General Register of Sasines on 15, all days of May 1901; (Three) ALL and WHOLE the piece of ground, part of the lands called Linwood Holm containing Twenty and one half acres or thereby Imperial Standard Measure lying in the said Parish and County and more particularly described in and disposed by and shown delineated and coloured pink on the plan annexed and executed as relative to Disposition by the Trustees of Robert Thomas Napier Speir in favour of the Parish Council of the PARISH OF Kilbarchan dated 11, 14 and 15, all days of April and recorded in the said Division of the General Register of Sasines on 2 May, all days of 1930 UNDER EXCEPTION OF (1) ALL and WHOLE that part of the foregoing piece of ground which formed part of the two areas of ground lying on the south west side of Bridge Street in the said Village, Parish and County extending to Seven decimal or one tenth parts of an acre of thereby Imperial Standard Measure and Sixty eight decimal or one-hundredth parts of an acre or thereby Imperial Standard Measure respectively, delineated and shown coloured pink on the map signed and sealed with reference to the said Linwood Compulsory Order 1965 dated, confirmed and recorded all as aforesaid; (2) ALL and WHOLE that piece of ground in the said Parish and County extending to Three acres and eighty seven decimal or one-hundredth parts of an acre or thereby Imperial Standard Measure more particularly described in, disposed by and shown with in red boundaries on the plan annexed and executed as relative to Disposition by the District Council of the Fourth District of the Country of Renfrew in favour of the County Council of the County of Renfrew dated and recorded as aforesaid and (3) ALL and WHOLE the plot or area of ground lying in the said Village, Parish and

County extending to Twenty seven poles and seven hundred and thirteen decimal or one thousandth parts of a pole or thereby Imperial Standard Measure more particularly described in and disposed by and delineated and outlined in blue on the plan annexed and executed as relative to Feu Contract between Robert Thomas Napier Speir and the said County Council of the County of Renfrew dated and recorded as aforesaid; (Four) ALL and WHOLE that piece of ground forming part of the Old Mill Lade at Linwood in the said Parish and County containing Four hundred and sixty decimal or one-thousandth parts of an acre or thereby more particularly disposed by and shown delineated and coloured blue on the plan annexed and executed as relative to Disposition by Watson Linwood Properties Limited in favour of the said County Council of the County of Renfrew dated 11 March and recorded in the said Division of the General Register of Sasines on 4 April, both days of 1975; (Five) ALL and WHOLE that area of ground extending to Five acres and fifty eight decimal or one hundredth parts of an acre or thereby Imperial Standard Measure more particularly described (Fifth) in and disposed by and shown delineated and outlined in grey on the plan annexed and executed as relative to Disposition by the Trustees of Robert Thomas Napier Speir in favour of the said County Council of the County of Renfrew dated 29 December 1962 and 3 and 7 January 1963 and recorded in the said Division of the General Register of Sasines on 26 January 1963 UNDER EXCEPTION of such part of the foregoing area of ground as is registered in the Land Register of Scotland under Title Number REN2750; (Six) ALL and WHOLE that area of ground extending to Four hundred and seventy two decimal or one thousandth parts of an acre or thereby Imperial Standard Measure lying within the said Village Parish and County more particularly described in and disposed by and shown within boundaries coloured red on the plan annexed and executed as relative to Disposition by Linwood Property Company Limited in favour of the said County Council of the County of Renfrew dated 23 December 1952 and recorded in the said Division of the General Register of Sasines on 9 January 1953; (Seven) ALL and WHOLE that area of ground lying within the said Parish and County containing One hundred and eighty two decimal or one thousandth parts of an acre or thereby Imperial Standard Measure more particularly described in and disposed by and shown within the boundaries coloured red on the plan annexed and executed as relative to Disposition by James Joseph Byrne in favour of the said County Council of the County of Renfrew dated 20 and recorded in the said Division of the General Register of Sasines on 23, both days of May 1935; (Eight) ALL and WHOLE that plot of ground at Linwood in the said Parish and County extending to Six acres and three hundred and fifty two decimal or one thousandth parts of an acre or thereby Imperial Standard Measure comprising (In the First Place) ALL and WHOLE the subjects in the said Parish and County more particularly described in the First Place and In the Second Place respectively in the Disposition by James Inglis and Another in favour of The Glasgow and South Western Railway Company dated 8 and recorded in the said Division of the General Register of Sasines on 12 both days of October 1874 and (In the Second Place) ALL and WHOLE the steadings of ground more particularly described and disposed in the Disposition by the Reverend Joseph Henderson and Others in favour of the said The Glasgow and South Western Railway Company dated 13 and 15 and recorded in the said Division of the General Register of Sasines on 18, all days of May 1875; and (In the Third Place) ALL and WHOLE these pieces of ground extending to Seven acres and five hundred and sixty one thousand parts of an acre or thereby Imperial Standard Measure described in and disposed by Conveyance by the Trustees of Thomas Speir in favour of the said The Glasgow and South Western Railway Company dated 3 and 7 and recorded in the said Division of the General Register of Sasines on 17, all days of September 1875 and as are shown coloured blue on the plan annexed and executed as relative to Disposition by The British Transport Commission in favour of the said County Council of the County of Renfrew dated 9 and recorded in the said Division of the General Register of Sasines on 18, both days of February 1955 UNDER EXCEPTION of such part or parts of the foregoing subjects as are registered in the Land Register of Scotland under Title Numbers REN57213 and REN2750; and (Nine) ALL and WHOLE that plot of ground forming part of the farm of Green consisting of two acres and three hundred and eighty six decimal or one thousandth parts of an acre

or thereby Imperial Standard Measure lying in the said Parish and County and more particularly described in and disposed by and shown within the boundary lines coloured pink on the plan annexed and executed as relative to Disposition by James McLean with consent therein mentioned in favour of the said County Council of the County of Renfrew dated 20 September and 8, 12 and 14 October and recorded in the said Division of the General Register of Sasines on 1 November, all days of 1933 but UNDER EXCEPTION of such part of the foregoing subjects as is registered in the Land Register of Scotland under Title Number REN103945; "Linclive Interchange" means the Linclive Interchange hatched black on Supplementary Plan 2 "LI Works" means the design and provision of a traffic signal control (which for the avoidance of doubt shall be compatible with the local roads authority's Urban Traffic Control system, shall have the ability to incorporate queue detection and management facilities and shall incorporate closed circuit television) at the A737 Linclive Interchange as generally indicated on Arup Drawing Number 119990-46/Plan 2, Issue 14, in compliance with the Design Manual for Roads and Bridges; "Material Operation" has the same meaning as in Section 27(4) of the Act but for the avoidance of doubt excludes the Enabling Works; "Occupation" means the use of land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out or marketing and "Occupy" and "Occupied" shall be construed accordingly; "PA Contribution" means a contribution amounting to TWENTY THOUSAND POUNDS (£20,000) STERLING; "Parties" means the parties to this Agreement; "Pedestrian Link Works" means the creation of a new section of footway linking Old Bridge Street and Bridge Street, Linwood including the provision of street lighting and the cutting back of overhanging vegetation; "Planning Application" means the application for planning permission for the Development reference 08/0372/PP registered on 29th April 2008; "Planning Permission" means the planning permission to be issued pursuant to the Planning Application which shall contain only those conditions listed in Part 1 of the Schedule; "Plans 1, 2 etc" means the plans so numbered annexed and executed as relative hereto or such amendment thereto as may be agreed among the First Proprietor, the Second Proprietor and the Planning Authority, each of whom will act reasonably in approving any changes; "PL Contribution" means a contribution amounting to THIRTY THOUSAND POUNDS (£30,000) STERLING in respect of the carrying out by the Planning Authority of the Pedestrian Link Works; "Proprietors" means the First Proprietors and the Second Proprietors; "Schedule" means the schedule annexed and executed as relative hereto and forming part of this Agreement; and "Second Subjects" means (a) ALL and WHOLE the subjects on the north west side of Armour Place, Linwood registered in the Land Register of Scotland under Title number REN22935 and ALL and WHOLE the Manse, Bridge Street, Linwood, Paisley PA3 3DL registered in the Land Register of Scotland under Title number REN114997 and (b) ALL and WHOLE the subjects being part of Linwood Regional Shopping Centre, Ardlamont Square, Linwood, Paisley, registered in the Land Register of Scotland under Title Number REN25117; WHEREAS: (One) The Planning Authority is the planning authority for the local government area of Renfrewshire for the purposes of the Act and the local roads authority for the said area in terms of the Roads (Scotland) Act 1984 ("the 1984 Act"); (Two) The First Proprietor is the owner of the First Subjects; (Three) The Second Proprietor has, by virtue of the Planning Application, applied for the Planning Permission to develop the Development Site of which the First Subjects and the Second Subjects form part, by constructing the Development and is the owner of the Second Subjects; (Four) The Planning Authority is disposed to grant the Planning Permission subject to conditions and subject to the Proprietors and the Planning Authority entering into this Agreement; (Five) The Planning Authority is empowered by Section 75 of the Act to enter into an agreement with any person interested in land in its area (in so far as the interest of that person entitles him to bind the land) for the purpose of restricting or regulating the development or use of the land, either permanently or during such period as may be prescribed by the agreement; (Six) The Planning Authority is entitled by Section 48 of the 1984 Act to enter into an agreement with any person willing to contribute to the construction or improvement of roads; and (Seven) For the avoidance of doubt for the purposes of Section 75 of the Act, the terms of this Agreement bind

solely the First Subjects and the Second Subjects; NOW THEREFORE the Parties in terms of Section 75 of the Act and section 48 of the 1984 Act have agreed and do hereby agree as follows;

1. Payment of Contributions

1.2 No part of the Development shall be Occupied unless and until:-

1.2.1 the PL Contribution has been paid to the Planning Authority to be applied for the purposes of Clause 2 hereof; and

1.2.2 the PA Contribution has been paid to the Planning Authority to be applied for the purposes of Clause 3 hereof.

2. PL Contribution

2.1 The Planning Authority shall deposit the PL Contribution in a bank account generating the best interest available for thirty day money. Any interest gained on such deposit shall be added to the PL Contribution and shall fall to be expended in accordance with this Clause or repaid in terms of Clause 2.3.

2.2 The Planning Authority shall expend the PL Contribution on the Pedestrian Link Works.

2.3 If the PL Contribution has been paid to the Planning Authority and the Pedestrian Link Works do not commence within twelve months of payment or, having commenced within that period, have not been completed within twelve months following commencement, the Second Proprietor shall be entitled to require repayment of the PL Contribution within twenty one days of written demand with interest thereon at the rate of two per centum per annum above the base lending rate of The Royal Bank of Scotland plc from the date of demand until paid.

3. Provision of Public Art and the PA Contribution

3.1 The Second Proprietor has agreed with the Planning Authority that it is appropriate for two items of public art to be provided within the Development as follows:

3.1.1 There shall be provided as part of the Development and before Occupation of any part of the Development a gateway feature on either side of the Bridge Street/Kashmir Avenue junction, the design of which shall be submitted to the Planning Authority by the Second Proprietor for approval, such approval not to be unreasonably withheld;

3.1.2 The bird/phoenix sculpture formerly located in Linwood town square shall be re-sited before Occupation of any part of the Development at a location within the Development which location shall be submitted to the Planning Authority by the Second Proprietor for approval, such approval not to be unreasonably withheld.

3.2 The Second Proprietor has agreed with the Planning Authority that, in lieu of the Second Proprietor providing a third item of public art, the Second Proprietor shall pay the PA Contribution to the Planning Authority. The Planning Authority shall hold, expend and, if appropriate, repay the PA Contribution all in accordance with the following provisions:-

(1) the Planning Authority shall deposit the PA Contribution in a bank account generating the best interest available for thirty day money. Any interest gained on such deposit shall be added to the PA Contribution and shall fall to be expended in accordance with this Clause or repaid in terms of Clause 3.1.3(3).

(2) the Planning Authority shall expend the PA Contribution on improving public access to the area known as the Linwood Ladies; and

(3) if after the PA Contribution has been paid to the Planning Authority it has not been spent within 3 years of payment, the Second Proprietor shall be entitled to require repayment of the PA Contribution within twenty one days of written demand failing which with interest thereon at the rate of two per centum per annum above the base lending rate of The Royal Bank of Scotland plc from the date of demand until paid.

4. The LI Works

In the event that the LI Works have not already been carried out then, prior to the Occupation of the large foodstore forming part of the Development, the Second Proprietor shall expeditiously and with due diligence carry out and complete or procure the carrying out and completion of the LI Works to the reasonable satisfaction of the Planning Authority.

5. Issue of Planning Permission

5.1 The Planning Permission shall be issued by the Planning Authority within two (2) working days following upon the production to them of a letter or letters of acknowledgement from the Keeper of the Registers ("the Keeper") that this Agreement has been presented for registration in the Land Register in respect of the Second Subjects and recording in the Sasine Register in respect of the First Subjects.

5.2 This Agreement is conditional upon the issuing of the Planning Permission. If the Planning Authority has failed to issue the Planning Permission within one month after the last date of execution of this Agreement then the Second Proprietor shall be entitled to require the Planning Authority to grant a discharge of this Agreement and Clause 8 shall apply.

5.3 The Second Proprietor shall not be obliged to implement the Planning Permission.

6. Effective Date

The provisions of this Agreement shall take effect and

be enforceable from the later of the following:- (a) the date upon which this Agreement is registered in the Land Register and recorded in the Sasine Register; (b) the date upon which the Planning Authority issue the Planning Permission; 7. Real Conditions The conditions and others specified in this Agreement shall be created real and preferable burdens upon and affecting the First Subjects and the Second Subjects PROVIDED ALWAYS THAT no party shall be liable for any breach of the provisions of this Agreement occurring after they have disposed of their interest in the First Subjects or the Second Subjects, as the case may be, but without prejudice to their liability for any existing breach prior to such disposal. The said conditions and others are appointed to be recorded at length or otherwise validly referred to in all future conveyances, dispositions or other such deeds relating to the First Subjects and the Second Subjects in whole or in part. 8. Discharge The Planning Authority shall when requested grant a Minute or Minutes of partial or full discharge to be registered in the Land Register on due performance of the obligations or appropriate obligations contained in this Agreement. The Second Proprietor shall bear the legal expenses of the Planning Authority relative to such Minute or Minutes; 9. Variation and Review 9.1 On each occasion on which, after the last date of registration of this Agreement in the Land Register of Scotland and the Sasine Register, planning permission is granted in terms of the Act for development on the Development Site or any part or parts thereof and the terms and conditions of such planning permission(s) are inconsistent with any provision of this Agreement then, when requested by the Second Proprietor or the First Proprietor in writing, the Planning Authority shall enter into a Minute or Minutes of Variation of this Agreement to remedy such inconsistency, said Minute(s) of Variation to be registered in the Land Register. 9.2 In the event of (i) a material change in circumstances affecting the matters covered by this Agreement and/or (ii) the expiry of a period of five years thereafter the Second Proprietor may call upon the Planning Authority to relieve the terms of this Agreement, in the light of (One) the material circumstances then prevailing; (Two) the continued need, purpose and effectiveness of or for any or all of Clauses 1, 2, 3 and 4 of this Agreement. The Second Proprietor, the First Proprietor and the Planning Authority may then agree, in writing, to vary or amend this Agreement (at the joint equal expense of the Second Proprietor and the First Proprietor jointly and the Planning Authority). In the event that the Second Proprietor, the First Proprietor and the Planning Authority fail to reach agreement on any of the foregoing matters then it shall be open to the Second Proprietor, the First Proprietor or the Planning Authority to request that the matter be dealt with by arbitration in terms of Clause 13 hereof. 9.3 At the reasonable request of the Second Proprietor or the First Proprietor submitted in writing to the Planning Authority, the Planning Authority shall review the provisions of this Agreement and if following such review the Parties agree that it is necessary or expedient to amend or vary any of the provisions of this Agreement, the Parties shall enter into whatever agreement is necessary to amend or vary the terms of this Agreement, said agreement to be registered in the Land Register. 10. Quashing etc of Planning Permission In the event of the Planning Permission being quashed, revoked, or in any way failing, this Agreement shall cease to have effect and be deemed pro non scripto and the Planning Authority shall within twenty one days of this Agreement ceasing to have effect grant and deliver a discharge of this Agreement, said Discharge to be registered in the Land Register. All sums of money already paid by the Second Proprietor pursuant to this Agreement shall be repaid to the Second Proprietor within fourteen days of the date of such quashing, revocation or failing of the Planning Permission. 11. Severability The Parties agree that each clause or sub-clause of this Agreement constitutes a separate, individual and severable part of this Agreement and the validity or enforceability of any one or more clauses or sub-clauses shall not affect the validity or enforceability of the remaining clauses or sub-clauses, or the validity or enforceability of this Agreement as a whole or in part. 12. Law of Scotland to Apply This Agreement shall be governed by and construed in accordance with the Law of Scotland and the Parties hereby prorogate the jurisdiction of the Court of Session in Scotland. 13. Arbitration 13.1 Where this agreement provides for reference to Arbitration then reference shall be made to a single Arbitrator agreed among the Parties or, failing agreement, nominated by the

Chairman for the time being of the Royal Institute of Chartered Surveyors in Scotland or the person for the time being authorised to act on his behalf on the application of any Party and the decision of such Arbitrator (including as to the expenses) shall be final and binding on the Parties and the Parties agree that Rules 41 and 69 of the Scottish Arbitration Rules, as defined in the Arbitration (Scotland) Act 2010, shall not apply to any arbitration in relation to any such dispute, claim or difference. 13.2 If the Arbitrator so appointed or nominated shall die or decline to act the Chairman for the time being of the Royal Institution of Chartered Surveyors in Scotland or the person for the time being authorised to act on his behalf may on the application of any of the Parties discharge the Arbitrator and appoint another in his place. 14. Notices Any notice or other communication or document given under or in terms of this Agreement shall be given by first class recorded delivery post to, in the case of the Planning Authority and the First Proprietor, the principal offices of the Planning Authority and the First Proprietor, and in the case of the Second Proprietor, their registered office, or in all cases, to such other address as may be notified in writing to the other parties from time to time. Any such notice or other communication or document given by post in accordance with the provisions of this Clause shall be deemed to be given on the second business day after the letter containing same was posted and to prove that any such notice or other communication or document was so given, it shall be necessary to prove that the same was properly addressed and posted as aforesaid. 15. Planning Authority's Costs The Second Proprietor shall be responsible for the Planning Authority's reasonable legal fees and outlays in connection with this Agreement (not exceeding £1,000.00), the Stamp Duty Land Tax (if any) and the registration dues and for providing the Planning Authority with one office copy of each of the Land Certificates for the Second Subjects disclosing these presents. This is the Schedule referred to in the foregoing Minute of Agreement among THE RENFREWSHIRE COUNCIL (as planning and roads authorities aforesaid), THE RENFREWSHIRE COUNCIL (as owner of the First Subjects as aforesaid) and TESCO STORES LIMITED

1. That the development hereby permitted shall be started within five years of the date of this permission. Reason: To accord with the provisions of the Town and Country Planning (Scotland) Act 1997. 2. For the avoidance of doubt, the large retail store hereby approved is defined as a single level, self service store selling convenience goods and comparison goods, staff facilities and storage supported by a car park. The store shall have a maximum gross floor area of 8,102 square metres and a maximum net floor area for the sale of goods of 5,266 square metres of which 50% shall be for the sale of convenience goods and 50% comparison goods. The store shall not be subdivided nor shall the maximum gross floor area be extended, howsoever calculated by the introduction of any mezzanine floor level without the prior written approval of the Planning Authority; Reason: To define the consent. 3. That prior to the commencement of any works on site, samples of all external finishing materials including ground coverings shall be submitted for the written approval of the Planning Authority in respect of type, colour and texture. Thereafter, only the approved materials shall be used in the implementation of this permission; Reason: In the interests of the visual amenity of the area. 4. Design guides for shop frontages and advertising shall be submitted to the Planning Authority for written approval prior to the commencement of works on site, and therefore all such development shall conform to the approved design guides; Reason: As these details have not yet been submitted and in the interests of visual amenity. 5. Details of all external security features proposed for use on the premises shall be submitted to the Planning Authority for written approval in respect of design, colour and location. For the avoidance of doubt no solid roller shutters or projecting roller shutter housing shall be included in the development. Written approval from the Planning Authority shall be obtained prior to any installation work. Reason: In the interest of visual amenity. 6. That before any development of the site commences a scheme of landscaping shall be submitted to and approved by the Planning Authority; the scheme shall include: (a) details of any earth moulding and hard landscaping, grass seeding and turfing; (b) a scheme of tree and shrub planting, incorporating details of the number, variety and size of trees and shrubs to be planted; (c) an indication of all existing trees and hedgerow, plus details of those to be retained, and measures for their protection in the course

of development; and (d) details of the phasing of these works. Reason: In the interests of the visual amenity of the area. 7. That no development shall take place until full details of soft and water landscaping works have been submitted to, and approved in writing by, the Planning Authority, details must comply with Advice note 3 "Potential Birds Hazards from Amenity Landscaping and Building Design" (available at www.caa.co.uk/srg/aerodromes). These details shall include: Grassed areas The species, number and spacing of trees and shrubs Details of any water features Drainage details including SUDS - such schemes must comply with Advice Note 6 "Potential Bird Hazards from sustainable Urban Drainage Schemes (SUDS)" (available at www.caa.co.uk/srg/aerodromes). Others that you or the Authority may specify and having regard to Advice Note 3 "Potential Bird Hazards from Amenity Landscaping and Building Design" and Note 6 on SUDS. No subsequent alterations to the approved landscaping scheme are to take place unless submitted to and approved in writing by the Planning Authority. The Scheme shall be implemented as approved. Reason: To avoid endangering the safe movement of aircraft and the operation of Glasgow airport through the attraction of birds and an increase in the bird hazard risk of the application site. 8. That prior to the occupation of the buildings hereby permitted, all planting, seeding, turfing and earth moulding included in the schemes of landscaping and planting, approved under the term of Conditions 6 and 7 above, shall be completed, and any trees, shrubs, or areas of grass which die, are removed, damaged, or diseased within five years of the completion of the development, shall be replaced in the next planting season with others of a similar size and species. Reason: In the interest of amenity. 9 That development shall not commence until a Bird Hazard Management Plan has been submitted to and approved in writing by the Planning Authority. The submitted plan shall include details of the management of any flat/shallow pitched/green roofs on buildings within the site which may be attractive to nesting, roosting and 'loafing' birds. The management plan shall comply with BAA's Advice Note 8 Potential Bird Hazards from Building Design. The Bird Hazard Management Plan shall be implemented as approved, on completion of the development and shall remain in force for the life of the buildings. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Planning Authority. Reason: It is necessary to manage the development in order to minimise its attractiveness to birds which could endanger the safe movement of aircraft and the operation of Glasgow Airport; 10. That the drainage scheme approved, incorporating sustainable drainage principles, shall be implemented in accordance with the approved details before the development is completed/occupied. Reason: In the interests of flood prevention. 11. That prior to work commencing on site, a report shall be submitted to, and approved in writing by the Planning Authority which demonstrates that surface water runoff from the development hereby approved would not contribute to flooding at any property or on surface routes in the vicinity of the site. The report shall specify all engineering and storage to be incorporated in the surface water drainage design and the maintenance regime for the same. Reason: To meet the requirements of SEPA and in order to prevent the contribution to or exacerbation of local flooding events. 12. That before development commence details of the permanent lighting scheme for the development shall be submitted to the Planning Authority for their written approval. The approved lighting scheme is to be implemented on completion of the development and no subsequent alterations shall take place unless first submitted to and approved in writing by the Planning Authority. Reason: it is necessary to control the permanent lighting arrangements on this development to avoid confusion with aeronautical ground lights which could endanger the safe movement of aircraft and the operation of Glasgow Airport. For further information please refer to Advice Note 2 "Lighting Near Aerodromes" (available at www.caa.co.uk/aerodromes). 13. Prior to the commencement of any construction works on site a comprehensive Travel Plan that sets out proposals for reducing dependency on the private car shall be submitted to and approved in writing by the Planning Authority in consultation with Transport Scotland Trunk Road Network Management Directorate. The Travel Plan shall identify measures to be implemented, the system of management, monitoring review and reporting, and the duration of the plan. Reason: To be consistent with the requirements of SPP17.

Planning for Transport. 14 Prior to the commencement of construction of the proposed development on site a detailed scheme design and specification for the signalisation and infrastructure modifications to the A737 Lincrive roundabout generally in accordance with Arup drawing number 119990-46/SK006 shall be submitted to and approved by the Planning Authority in consultation with TS-TRNMD. The traffic signals shall operate under SCOOT UTC control supported by a CCTV system, or other approved control system, and shall incorporate queue detection and management facilities on the A737 slip roads. Reason: To ensure that the standard of junction layout complies with the current standards and that the safety of the traffic on the trunk road is not diminished. 15. Prior to the occupation of any part of the development the modifications to the A737 Lincrive roundabout referred to in Condition 14 above shall be completed to the satisfaction of the Planning Authority after consultation with Transport Scotland - Trunk Road Network Management Directorate. Reason: To ensure that the standard of junction layout complies with the current standard and that the safety of the traffic on the trunk road is not diminished. 16. That all road and access improvement recommended in the Transportation Assessment submitted by Arups and dated April 2008 shall be implemented to the satisfaction of the Planning Authority prior to any part of the development hereby approved coming into use. Reason: In the interest of road safety. 17. That prior to construction works commencing on site, a detailed scheme design and specifications in respect of the proposed signalised site access at Bridge Street and priority junction in Kashmir Avenue, the proposed modifications and signalisation of Kashmir Avenue and Bridge Street, the proposed alterations to Bridge Street including the pedestrian crossing next to the Napier Street junction shall be submitted to and approved in writing by the Planning Authority. The traffic signals shall operate under SCOOT UTC control and shall be supported by a CCTV system. Reason: In the interests of road and pedestrian safety. 18. That prior to the occupation of any part of the development hereby approved all the site access and roads modifications referred to in Condition 17 above shall be completed to the standard of the Roads Authority and the satisfaction of the Planning Authority. Reason: In the interests of road and pedestrian safety. 19. That prior to construction works commencing on site, a detailed scheme of improvements at or close to the Bridge Street/Moss Street junction shall be submitted to, and approved in writing by the Planning Authority. Reason: In the interests of pedestrian safety. 20. That prior to the commencement of construction works on site, a detailed scheme of pedestrian improvements at or close to the Bridge Street/Candren and site access junction shall be submitted to, and approved in writing by, the Planning Authority. Reason: In the interest of pedestrian safety. 21. That prior to the commencement of construction works on site, a detailed design for a pedestrian footway and verge along the southern side of Kashmir Avenue between Bridge Street and Clippens Road shall be submitted to, and approved in writing by the Planning Authority. Reason: In the interests of pedestrian safety. 22. That prior to the occupation of any part of the development hereby approved the modifications to the site access and roads referred to in Conditions 19 to 21 above shall be completed to the standards of the Roads Authority and the Scottish Executive's "Cycling by Design" manual and to the satisfaction of the Planning Authority. Reason: in the interests of road and pedestrian safety. 23. That prior to works commencing on site, a scheme showing the provision of additional cycle parking facilities shall be submitted to and approved in writing by the Planning Authority, and that prior to any part of the development hereby approved coming into use, the facilities shall be constructed and laid out in accordance with the scheme approved under the terms of this condition. Reason: To ensure adequate provision for cycle use. 24. That prior to work commencing on site, a scheme for screening the recycling collection facility from road users and pedestrians on the A761 shall be submitted to and approved in writing by the Planning Authority and that the agreed scheme shall be implemented prior to the facility being completed. Reason: In the interests of visual amenity. 25. That the design of items of public art located as identified on the masterplan shall be submitted to and approved in writing by the Planning Authority prior to any work commencing on site, and the items shall be installed to the satisfaction of the Planning Authority prior to the occupation of any part of the

development hereby approved. Reason: In order to ensure the provision of appropriate are in the interests of amenity and improving the townscape at this location. 26. That prior to work commencing on site a scheme for the provision of a footpath which connects Hart Street to the footpath on the south side of Melrose Avenue shall be submitted for the written approval of the Planning Authority and that this footpath shall be provided prior to work commencing on site. Reason: In order to facilitate pedestrian movement in the interests of sustainability. 27. That prior to work commencing on site, a report on the following matters, shall be submitted to and approved in writing by the Planning Authority. (a) ground conditions if levels are proposed deeper than on the approved plans; (b) a remedial action plan on measures to be considered within the development including placing water supply pipes in clean inert corridors and/or using suitable toxic metal resistant pipe materials, removal of 300mm material within soft landscaping areas and capping with clean imported material, incorporation of a basic Visqueen TM1200 DPM beneath the foundations of buildings with all joints and penetrations suitably lapped and sealed and consideration of the suitability of a SUDS system within the development; (c) verification testing of the suitability of imported materials; and (d) additional works which have been recommended by Goodson with regard to geotechnical constraints associated with mineral instability including an unidentified shaft and the presence of the former Mill Lade (It is unknown if these have been considered further and clarification is requested; and any amendments to the works carried out to the standards of the Director of Environmental Services and the satisfaction of the Planning Authority; Reason: In order to ensure any contamination identified is treated or removed. 28. That the Rating Level of noise from fixed plant and equipment on site shall not exceed LA_{eq}, 1h=47dB during the day time period of 0700hrs to 2300hrs and LA_{eq}, 5min_39dB during the night time period of 2300 hrs to 0700hrs as determined at any existing noise sensitive premises when assessed in accordance with BS4142.1997 - Method for Rating Industrial Noise Affecting Mixed Residential and Industrial Areas or by a method agreed by the Planning Authority. Reason: In the interests of residential amenity. 29. That deliveries by commercial vehicles shall not be made to or from the site between 2300hrs and 0700hrs on any day without the prior written consent of the Planning Authority. Reason: In order to protect the amenity of nearby residents. 30. That prior to work commencing on site, the applicant shall submit, for the written approval of the Planning Authority, a report on a survey which satisfies the Planning Authority that the Local Air Quality Management Objectives for the pollutants specified in the Air Quality Regulations made under Part IV of the Environment Act 1995 will not be exceeded at any location in the vicinity of the development where public exposure is relevant or residential properties in the vicinity of the development due to the impacts of the proposed development and to the increase in traffic associated with the development. The survey and report should use a method based on the principles set out in the Scottish Executive publication "Local Air Quality Management Technical Guidance LAQM.TG (03)" or a method that has been agreed with the Planning Authority. It is recommended that the development is not permitted until the Planning Authority is satisfied that the said objectives will not be exceeded. (Note. Paragraphs 1.19 to 1.21 and Box 1.4 LAQM.TG (03) should be used to decide where public exposure is relevant,) Reason: In the interests of air quality and to meet the requirements of Environmental Services. 31. That the development hereby permitted shall not be brought into use until the zero and low carbon equipment described in the demonstration of compliance with SPPS by DSSR Consulting Engineers dated October 2008 submitted with the application is installed. Reason: To ensure this development complies with the on-site carbon emissions target of SPP6. 32. That all elements of the consented proposal shall be completed to the satisfaction of the Planning Authority prior to the bringing into use of the large foodstore unless otherwise agreed in writing by the Planning Authority. Reason: The development has been justified on the basis of a comprehensive development proposal providing major community benefits and is acceptable only on that basis.

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