

FOR SALE
FORTHVIEW
KINCARDINE



Prime Residential Sites

Lot 1	10.05 NDA (4.70ha)
Lot 2	10.42 NDA (4.22ha)
Lot 3	10.01 NDA (4.05ha)
Lot 4	6.46 NDA (2.61ha)
Lot 5	5.64 NDA (2.28ha)

On the instructions of:
Kex Holdings Ltd



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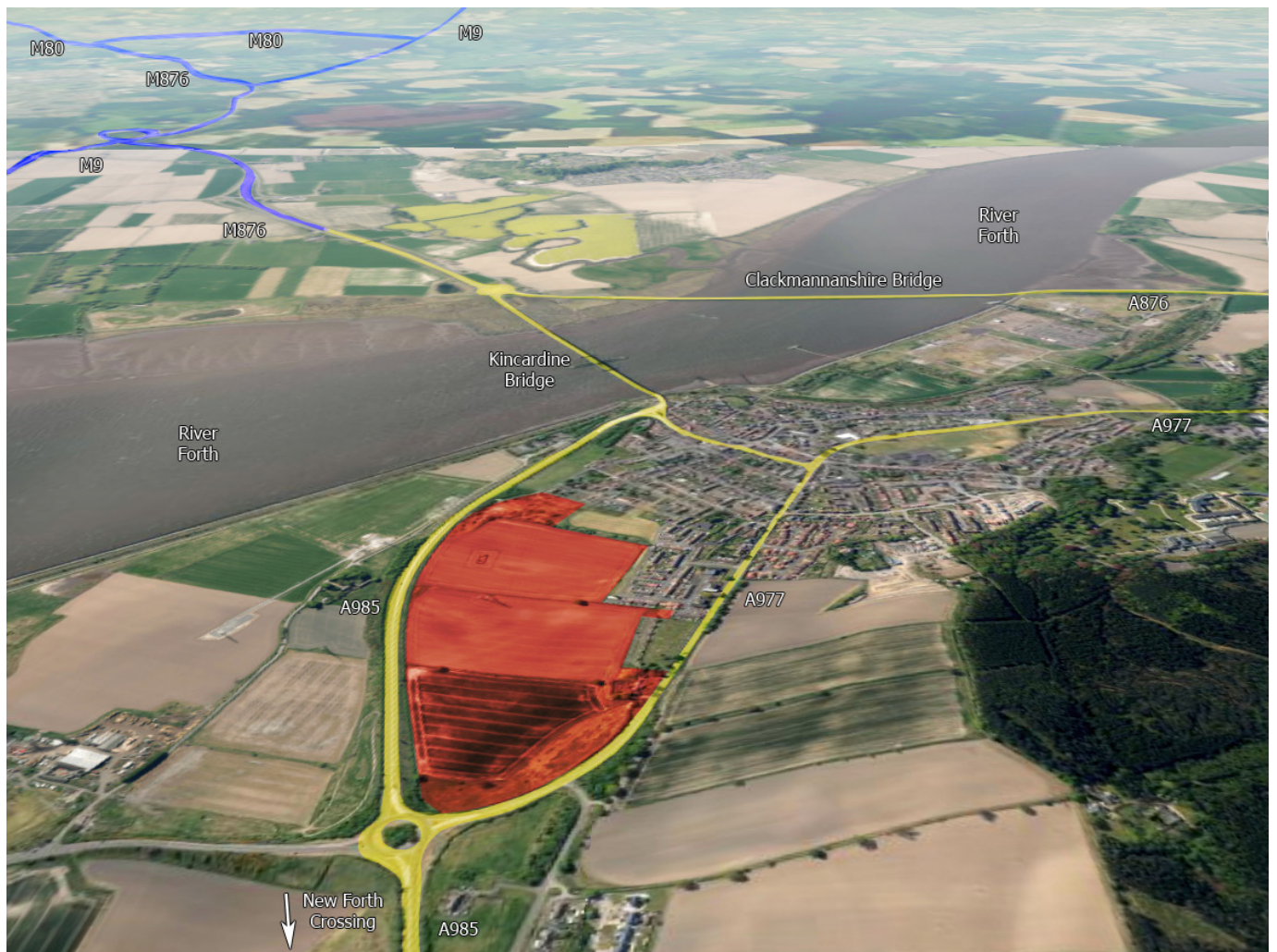
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1. LOCATION

Kincardine is ideally placed within Scotland's "Central Belt" which has a population of c 3.5 million (Glasgow regions, Edinburgh, Lothian's and Fife). Kincardine town itself has a population of c. 4,000 residents but has all major motorway/transportation links to Glasgow & Edinburgh and is centrally and strategically located for all compass points. In addition to the Kincardine bridge the new Clackmannanshire Bridge 1km up stream was constructed over the Firth of Forth in 2008/9 to allow quick access to the M8 and M9 Motorways linking the 2 major cities of Glasgow & Edinburgh to the kingdom of Fife and the North of Scotland, together with the larger towns of Stirling, Falkirk and Dundee. The site will therefore attract residents who will commute to and from these towns/cities with easy transport links. The completion of the new Forth Crossing will make travel time to Edinburgh within 35 minutes of Kincardine.

The development site lies within the town settlement boundary and is delineated on the Plan attached see **(Appendix 1)**

2. INCH FARM SITE

Key Holdings Ltd own the whole of the project site which is part of Inch Farm with the site extending to 50.82 GDA (20.56 ha) or thereby as shown and delineated on the attached site Lot plan see **(Appendix 2)**

The site extends to 43.75 NDA including the fronted spine road but excludes open space, landscaping, community centre and residential care home and has a planning permission in principle with reserved matters under reference number 17/02330/PPP and is currently included in the new Fife LDP adopted October 2017.

The site currently is in agricultural use and access will be afforded with vacant possession once purchaser's necessary consents are obtained. The land slopes to the South with open views across the Firth of Forth with the site access off the A985 at the east. The fronted spine road will run down through the site and exit via Walker Street at the western end all as shown on the master plan – see **(Appendix 2)**

Within the housing are there is provision for a small neighbourhood centre with supermarket and nursery provision, there is a kick about park in addition to the general provision for open space requirements.

As proposed the development will be split into smaller Lots as per the master plan and issued on a phased basis

Foul and storm drainage will be to the South west falling across the site and under the new bypass.



3. TOWN PLANNING

The Planning Authority is Fife District Council, Kingdom House, Glenrothes KY7 5LY.

Inch Farm was designated in the 2010 LDP and has now been included in the new LDP adopted October 2017. Planning application (17/02330/PPP) was made on the 24th July 2017 for the following: "Planning Permission in Principle for residential development with associated roads, open space, community facilities, formation of new access, suds infrastructure the removal of the business park be replaced by a commuted sum, and the development of affordable housing off site but within the Kincardine housing area.

A Section 42 application to delete Condition 2 of (14/03756/PPP) to extend the timescale to commence development" See **(Appendix 3)**

A Section 75 dated November 2017 as executed by Fife Council in line with the aforementioned planning consent. See **(Appendix 4)**

KEX have negotiated that the affordable homes element of circa 80/100 units can be removed from the site and provided on another site within Kincardine with the Council

A further application for the new access, the new fronted spine road and an RCC are in process of submission together with an application for common foul and storm drainage.

Purchasers will be required to make their own applications for units within the lot they purchase.

4. SITE SALES

As shown on the master plan the site has been divided in to 5 Lots which are to be developed initially from the eastern end and accessed from the A985.

We envisage the Lots will be built out generally with two story detached housing.

Offers are invited initially for Phases I & II over the following developable acreage

➤ Lot 1	10.05 NDA (4.70ha)
➤ Lot 2	10.42 NDA (4.22ha)
➤ Lot 3	10.01 NDA (4.05ha)
➤ Lot 4	6.46 NDA (2.61ha)
➤ Lot 5	5.64 NDA (2.28ha)
➤ Lot 6	1.17 NDA (0.47ha)

All landscaping shown on the master plan will be included in each Lot that abuts it and will be the responsibility of the purchaser to complete within their Lots

The spine road running through the site is fronted and each Lots purchaser will be responsible for the length of the road ex-adverso on their side.

The Lots are noted 1 through 5 and it may be possible with agreement of the Council to start Lots 5 from the western end at Walker Street after the sale of Lot 2

- Area 01 is community facility of a kickabout park and open space
- Area 02 is open space at this time
- Area 05 as a neighbourhood centre with supermarket, nursery and clinic
- Area 06 has been allocated for a 60 bed nursing home



6. STORM WATER

Drainage will be designed through each lot and into the storm sewer on the north side of the by-pass
All storm water runoff from the South side of the spine road will be caught through a filter drain and fed back through each Lots internal system and discharged into the storm drain along Area 03

- Lot 01 will discharge through the internal system to the end of area 03 and into the out fall storm drain
- Lot 02 will discharge through the internal Lot drainage system under the spine road into the outfall sewer in Area 03
- Lot 03 will discharge through the internal Lot drainage system under the spine road into the outfall in Area 03
- Lot 04 will discharge under the spine road through the internal Lot drainage system of Lot 03 and into the outfall sewer in Area 03
- Lot 05 will feed under Walker Street into the burn and SUDs which discharges under the by-pass through a 900mm culvert.
- Lot 01 (or the first Lot sold) purchaser in addition will install the storm water sewer and SUDs pond on the south side of the bypass – the cost of these works will be split between circa 500 units and levied to each Lot by its number of units consented.

7. GROUND CONDITIONS

The whole site has been under mined and purchasers will carry out their own SI. Purchasers will present their costs for these works as a deduction from the heading price all costs and specifications will be scrutinised by KEX engineers before acceptance.

To meet the 200 year flood protection the site needs to be filled to the 5.5m AOD with FFL at 5.65m AOD and a full volumetric assessment has been carried out and can be supplied on disc

Purchasers will present their costs for these works as a deduction from the headline price all costs and specifications will be scrutinised by KEX engineers before acceptance.

Other technical information can be supplied on the disc and includes:

- Topographical survey
- Site investigation report- by DLM 2003 and later by Hannah Reed/Terra Tek 2004
- FRA of 2004 and 2014
- JH Ross mining Report
- Volumetric fill assessment and sections
- Spine road alignment and sections
- Rock head and contour levels
- Foul and storm drainage model
- Culvert grid reference positions

8. PLANNING GAIN

All items related to these matters are listed in the Sect75 notice attached to include:

a) Education	contribution of	£6,300 per unit
b) Business Park	contribution of	£800,000
c) Community	contribution of	£200,000
d) Cemetery Land	contribution of	£ 50,000

9. OFFERS

Offers should include a site layout with full details of housing numbers with types and floor areas both in hard copy and electronically one being in CAD form.

All suspensive conditions and timescales should be clearly noted.

Headline offers are invited which will be under deduction of abnormal conditions and planning gain.

If applicable a closing date for offers will be set and those informed who have noted interest in the site, any offer which includes two or more Lots must be in separate offers for each Lot.

Offer should be in Scottish Legal Form and submitted to G & S Properties



10. ENQUIRIES

Other information required can be supplied by contact with:

Jamie Adams

Contact number 0141 942 9090

Mail Jamie.adams@gsproperties.co.uk

Gordon Adams

Contact number 0141 942 9090

Mail ga@gsproperties.co.uk

11. CONSULTANTS

Architects

Steve Convery

Convery Prenty

3rd floor,

231 St Vincent Street,

Glasgow, G2 5QY

0141 258 3100

Steve Convery <Steve@cparch.co.uk>

CONVERY PRENTY
ARCHITECTS

Civil Engineers

Gordon Robert Ross

Market Director – Engineering

SYSTRA Ltd,

250 West George Street, Glasgow G2 4QY

Direct Dial: +44(0)1413439946

Main Office: 0141 221 4030

ROSS Gordon <gross@systra.com>

Website: www.systra.co.uk

SYSTRA

Solicitors

Craig Nicol

Thorntons

Whitehall House

33 Yeaman Shore

Dundee

DD1 4BJ

Tel: 01382 229111

Fax: 01382 202288

Dundee www.thorntons-law.co.uk

Thorntons[†]



12. LIMITATIONS

G & S Properties give notice on behalf of their client KEX Holding Limited and themselves that:

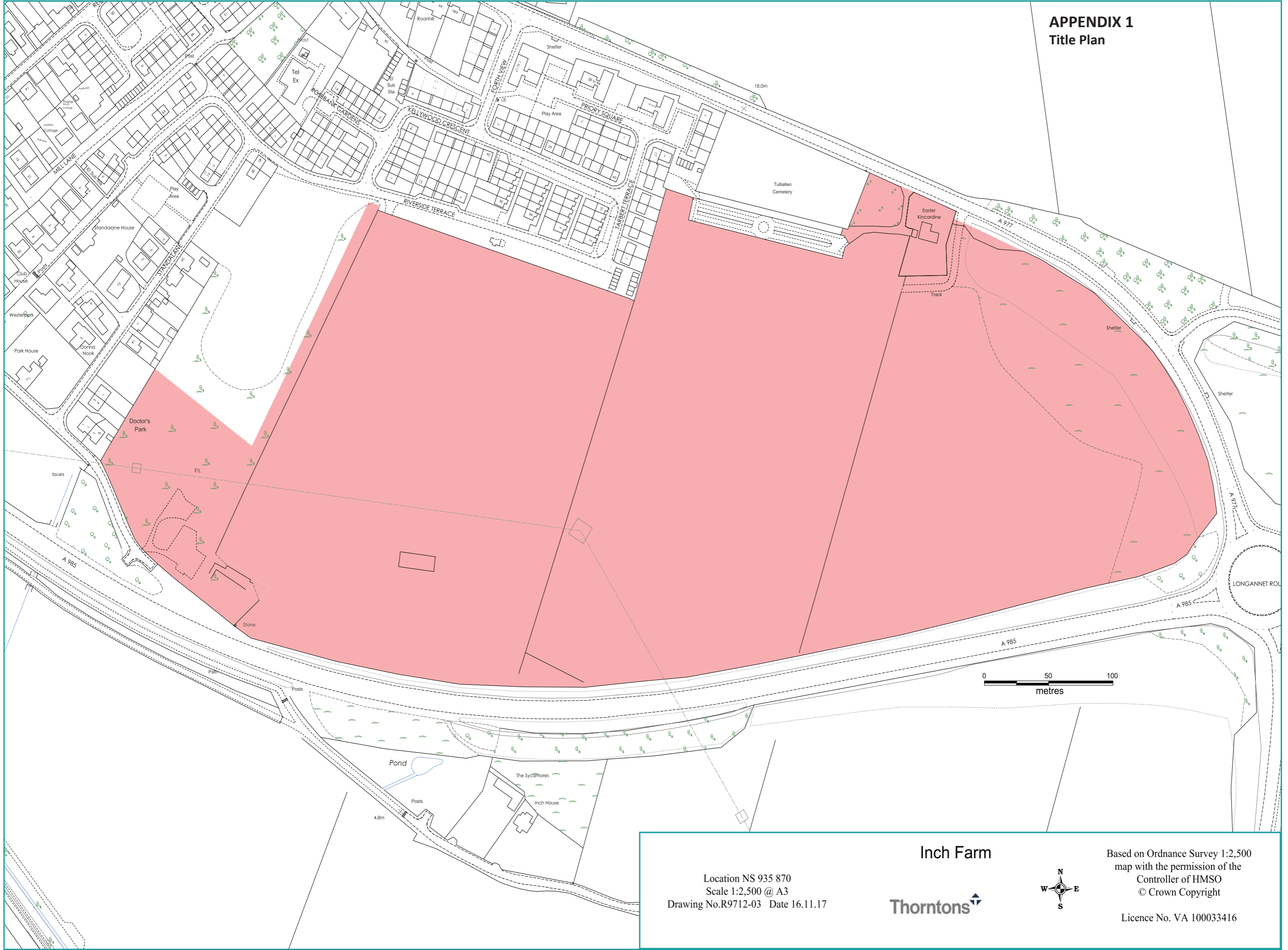
- i. The details set out in this prospectus and appendices are for the direction of purchasers but do not constitute, not constitute part of, an offer or contract.
- ii. The information contained in the prospectus and appendices is believed to be accurate but is not guaranteed and is given without warranty. Purchasers should not rely on the information contained within the prospectus and appendices as a submission of fact, but must satisfy themselves on all the information provided.
- iii. No person in the employment of G & S Properties has any authority to make or give any representation or warranty whatsoever in relation to this property.
- iv. KEX Holdings Ltd, as vendors, are not bound to accept the highest or indeed any offer for either Site 1 or Site 2.

13. PROPERTY MISDESCRIPTION

1. The information contained within this prospectus is understood to be materially correct at the date of the publication. After these details have been printed, circumstances may change out with our control. If we are advised of any update information which would make a material difference in the prospectus will inform all those who have noted interest.



**APPENDIX 1
Title Plan**



Location NS 935 870
Scale 1:2,500 @ A3
Drawing No.R9712-03 Date 16.11.17

Inch Farm

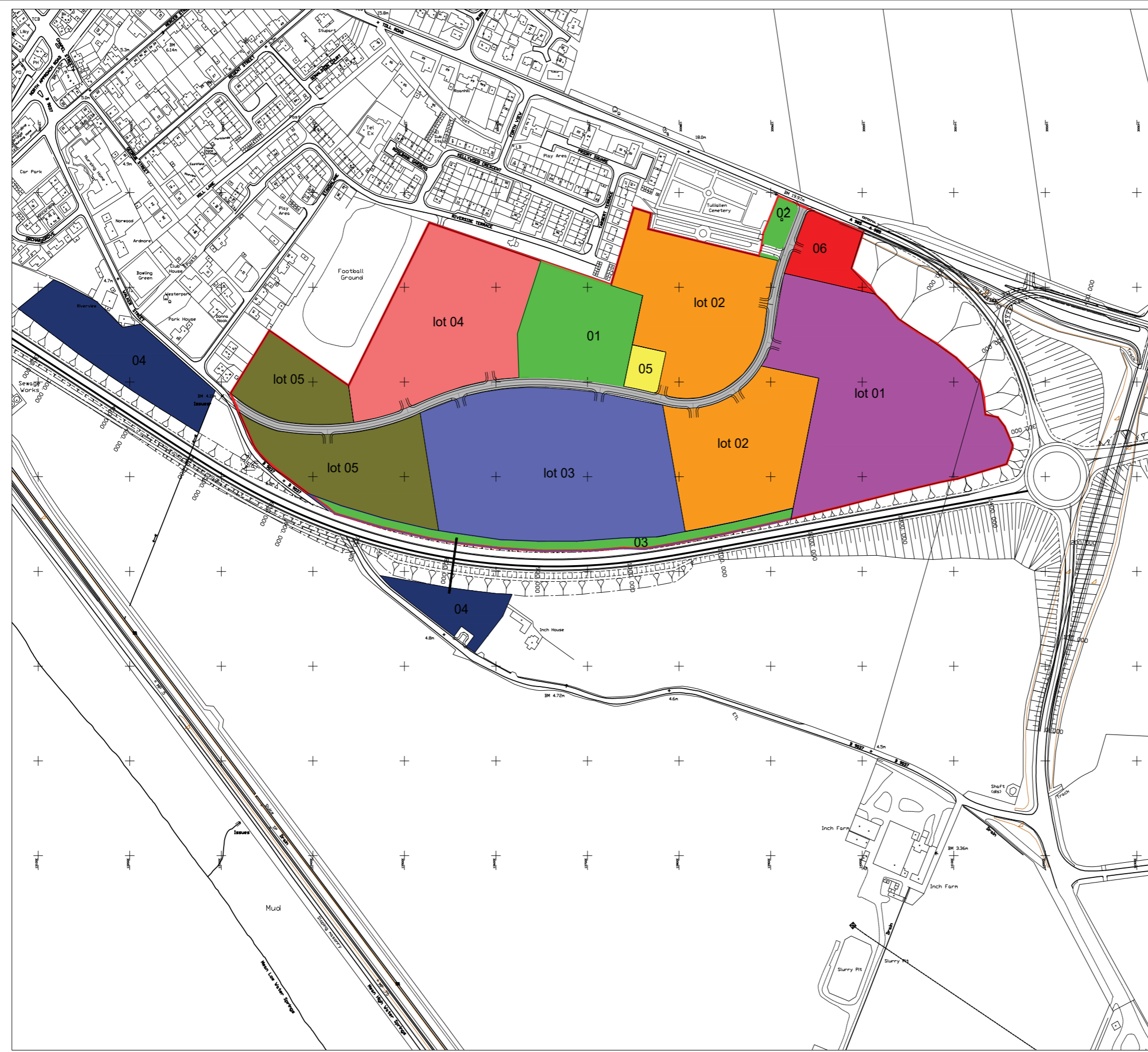


Based on Ordnance Survey 1:2,500
map with the permission of the
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General Notes:
 Do not scale from this drawing; refer only to stated dimensions. If in doubt request clarification from this office. The drawing, and associated copyright, is the property of Convery Prenty Architects Ltd.

APPENDIX 2 Site Lot Plan

revision	date	note



- GROSS DEVELOPMENT AREA
- 20.5673ha (50.82acres)

- common open space / landscape buffer / service routes
- area 1 : 1.3245ha (3.27acres)
- area 2 : 0.1200ha (0.30acres)
- area 3 : 0.5299ha (1.31acres)

- off-site SUDS
- area 4 : 1.6904ha (4.177acres)

- local retail
- area 5 : NDA : 0.1678ha (0.42acres)

- residential care home
- area 6 : NDA : 0.4747ha (1.17acres)

- lot 01
- NDA : 4.0699ha (10.05acres)

- lot 02
- NDA : 4.2177ha (10.42acres)

- lot 03
- NDA : 4.0500ha (10.01acres)

- lot 04
- NDA : 2.6129ha (6.46acres)

- lot 05
- NDA : 2.2812ha (5.64acres)

- spine road
- GDA : 0.7715ha (1.91acres)

CONVERY PRENTY ARCHITECTS		
20 High Craighall Road, Glasgow, G4 0JD 0141 332 1738		
CLIENT	Kex Holdings Ltd	
PROJECT	Residential development Kincardine	
DRAWING	phasing plan development land parcels	
PAPER SIZE	SCALE	DATE
A1	1:2000	26.10.17
DRAWING NUMBER	REVISION	
535_002	E	

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DECISION NOTICE
PLANNING PERMISSION IN PRINCIPLE

Fife Council, in exercise of its powers under the Town and Country Planning (Scotland) Act 1997 as amended by the Planning etc. (Scotland) Act 2006 **APPROVES PLANNING PERMISSION IN PRINCIPLE** for the particulars specified below

Application No: 17/02330/PPP
Proposal: Planning Permission in Principle for residential development with associated roads, open space, community facilities, formation of new access, suds infrastructure and development of a business park with associated infrastructure (Section 42 application to delete Condition 2 of (14/03756/PPP) to extend the timescale to commence development)
Address: Land To South Of Riverside Terrace Kincardine Fife

You are legally required to fully comply with all the particulars as set out in the terms of this decision notice. The plans and any other submissions which form part of this Decision notice are as shown as 'Approved' for application reference 17/02330/PPP on Fife Council's Planning Applications Online.

CONDITIONS

1. A further application for certain matters (Approval of Matters Specified by Condition) shall be submitted for the written permission of this Planning Authority, together with the requisite detailed plans which shall include:-
 - a) A location plan of all the site to be developed at a scale of not less than 1:2500, showing generally the site, any existing trees, hedges, walls (or other boundary markers) layout of the roads and sewers, and the position of all buildings;
 - b) A detailed plan of a scale of not less than 1:1000 showing the site contours, the position and width of all proposed roads and footpaths including public access provision, the siting of the proposed buildings, including the proposed affordable housing units, the position of the re-located electricity pylons, finished floor levels, new walls and fences, details of proposed landscape treatment, and a phasing plan with accompanying statement for all proposed works on site;
 - c) Detailed plans, sections and elevations of all buildings to be erected on the site, together with details of the proposed method of drainage and the colour and type of materials to be used on walls and roofs.
 - d) A permeability masterplan, detailing continuous pedestrian and cycle routes through the site and between areas of public open space commensurate with the approved development brief of May 2004. FOR THE AVOIDANCE OF DOUBT, and notwithstanding the phasing of the overall development, this plan shall include pedestrian and cycle routes to the village of Kincardine from the development site throughout the long term development of the Eastern Expansion.

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- e) A three dimensional fly-through of the proposals, beginning at the point marked 'A' and finishing at the point marked 'B' on plan 2 of the approved development brief of May 2004.
- f) A legibility masterplan highlighting ALL road junctions within the application site, and the location of the houses prescribed by condition 7 below. The plan shall be submitted with an associated appendix detailing a range of landscaping and gateway features for implementation at a number of junctions to be agreed in writing by the Planning Authority. The features should reflect the need for interest and differentiation across the site in accordance with the approved development brief of May 2004. FOR THE AVOIDANCE OF DOUBT, this plan shall include the junction entrances between the site and both the A985 to the north and Walker Street to the West.
- g) A detailed plan of the neighbourhood park, showing landscaping, boundary treatments, the multi-use games area, and the kick-about pitch to be incorporated therein. The plan shall also indicate the location of cycle racks, sufficient in number to accord with Fife Council's Transportation Development Guidelines, and shall be accompanied by a series of photo montages illustrating how views can be retained from this principle area of public open space to: The Kincardine Clock Tower; the Kincardine Bridge; Inch House and the River Forth.
- h) A plan on a scale no larger than 1:1000 illustrating the siting of the areas of informal open space and landscaping as required by the development brief of May 2004. This plan shall be accompanied by a supporting statement. The statement shall explain the utility of these areas of open space for a broad range of users that includes: toddlers, young children, teenagers, adults and older people.
- i) A plan on a scale no larger than 1:1000 detailing the proposed tree planting required by the approved development brief of May 2004. This plan shall include details of: the boulevard of trees required to front the local access road; the area of woodland required to be planted along the northern and eastern edges of the site to create a distinctive edge to the development; and the beech and oak plantation to be sited on the knoll of the ridge adjacent to Riverside Terrace.
- j) An arboreal report compiled by a qualified tree specialist incorporating: a tree survey of those trees existing on site at present; a management and aftercare plan for those trees newly planted as prescribed by condition 1 (i) above; and a phasing and scheme of works detailing the scheduling of trees and hedges to be planted.
- k) Details of the proposed measures for the management of surface water run-off from the site. Such measures shall be designed in accordance with the Sustainable Urban Drainage Systems Approach and shall be in accordance with the CIRIA Manual 'Sustainable Urban Drainage Systems Manual for Scotland and Northern Ireland' and shall be suitable in terms of minimising flood risk.
- l) Detailed transportation design drawings, including road profiles and sections.
- m) A comprehensive plan at a scale of no greater than 1:500 indicating the layout of the area identified in the approved development brief as 'the Local Centre'. This plan shall include: an indicative location for the anticipated supermarket; a comprehensively

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bounded compound with space designated for recycling bins for glass, paper, fabrics, packaging and cans; the location of a post box; and sufficient cycle racks to accommodate the bicycles of those who choose to cycle to the Local Centre, commensurate with Fife Council's Transportation Development Guidelines.

- n) A site specific contaminated land risk assessment. The assessment shall include the relevant testing of soils, waters, gases/vapours in order to adequately characterise the potential type, nature and scale of contamination associated with the site. The details shall include recommendations on remedial measures to address the outcomes of such investigations. The site assessment should be carried out in accordance with the provisions of Planning Advice Note 33 (Revision 2000): 'Development of Contaminated Land' and other relevant contaminated land technical guidance such as the relevant DEFRA Industry Profiles, BS10175: 2001 'Investigation of Potentially Contaminated Sites'; Code of Practice and Environment Agency/NHBC 'Guidance for the Safe Development of Housing on Land Affected by Contamination' (R and D Publication 66). Other useful information is provided by the Fife Council 'Development Contaminated Land within Fife - A Guide to Submitting Planning Applications to Develop Land which may be contaminated.'
- o) Details of all ground works. Such details shall include details of any proposals to carry out grouting works. Such works shall incorporate appropriate measures to ensure that any adverse impact on neighbouring residential properties due to transmission of noise and dust etc is avoided. The details shall include a plan indicating the location of all ground works and the proposed phasing of such works;
- p) A scheme of landscaping indicating the siting, numbers, species and heights (at time of planting) of all trees, shrubs and hedges to be planted, and the extent and profile of any areas of earthmounding;
- q) Details and specifications of the protective measures necessary to safeguard the trees on the site.
- r) Details of the future management and aftercare of the proposed landscaping and planting.
- s) Details of a scheme of public art shall be provided for the written approval of this Planning Authority, including details of size, location, design, illumination and phasing. The public art will then be constructed in accordance with the approved details.
- t) A detailed Flood Risk Assessment for the whole site, assessing the proposed development of the entire site in relation to the provisions of Scottish Planning Policy. This Flood Risk Assessment shall include:
 - i. In plan form, details of areas defined as low-medium, and medium-high risk areas as defined within Scottish Planning Policy, and
 - ii. Details of all flood mitigation measures proposed, alongside long term maintenance of such measures.

No work shall be started on site until the written permission of this Planning Authority has been granted for these proposals, or such other details as may be required.

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u) A Coal Mining Risk Assessment

Reason: To be in compliance with Section 59 of The Town and Country Planning (Scotland) Act 1997, as amended by the Planning etc (Scotland) Act 2006, and to reserve the right of Fife Council in respect of these issues to ensure that the application is in accordance with the approved development brief of May 2004 where possible.

2. With the exception of provisions relating to the development footprint and the years attributed to each phase of the development, the development shall be carried out in accordance with the Development Brief for the site, the Fife Council Kincardine Eastern Extension Development Brief 2004 where possible. For the avoidance of doubt, no development other than for infrastructure works, shall take place in the land to the south of the A985. Future development plans for the site shall reflect the change to the extent of site area now allocated for the Kincardine Eastern Expansion area within the Adopted FIFEplan (Fife Local Development Plan) 2017.

Reason: In order to ensure that the development is carried out in accordance with the Fife Council Kincardine Eastern Expansion.

3. The detailed plans required by condition 1 of the consent shall clearly illustrate, in cross-section form, the existing ground level, the extent of any underbuilding, the finalised floor level of the proposed development in relation to the levels of adjacent land and buildings (including windows of buildings within 18 metres) and any intervening existing or proposed screening (walls or fences). The floor levels shall clearly relate to a fixed datum point on or nearby the site such as a road or pavement which shall be identified on the submitted plans.

Reason: In the interests of residential and visual amenity; a.) to ensure that there is no significant detrimental impact on adjacent properties and b.) to avoid excessive underbuilding.

4. All areas of public open space shall be directly overlooked by the principal elevations of neighbouring houses.

Reason: To ensure the utility of the public open space for its stated purpose, and to improve the safety of those that use it.

5. Facing brick shall not be permitted as a surface finish on any house within an application for reserved matters; by contrast, all houses shall be constructed with rendered surface finishes. A palette of such proposed finishes shall be submitted to this Planning Department for approval in writing at the time such an application is submitted.

Reason: In the interests of visual amenity; to ensure that the external finishing materials are appropriate to the character of the area.

6. Buildings within 20 metres of the principal, local access road shall be orientated with frontages to face the access road directly.

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Reason: To ensure the legibility of the development, to create a strong frontage to the principle road through the development, and to ensure the integration of the development into Kincardine.

7. All houses fronting the principal local access road shall have vertically oriented windows.

Reason: In the interests of visual amenity; to ensure that the external finishing materials are appropriate to the character of the area.

8. Rounded upwards to the nearest house, 10% of the total number of houses to be erected on the site shall be of a bespoke, architect designed standard. FOR THE AVOIDANCE OF DOUBT, these houses shall not be one of the developers' standard house types, but should be specifically designed to reflect a contemporary interpretation of the Kincardine vernacular. These houses will require to be of different sizes, variously accommodating 2, 3 and 4 bedrooms in accordance with the approved development brief.

Reason: To ensure that variety and interest are built into the development, and to contribute toward the creation of a cohesive and legible development.

9. The houses prescribed by condition 8 above, will be situated in the following broad areas of the proposals site: by the junction of the local access road and the A985; by the western terminus of the local access road as it merges with Walker Street; and immediately to the south of the neighbourhood park. Their exact location should be illustrated on the legibility masterplan prescribed by condition 1 (f.) above.

Reason: To ensure that variety and interest are built into the development, and to contribute toward the creation of a cohesive and legible development.

10. A mixture of roof finishes and colours shall be employed across the site. The legibility masterplan shall illustrate how clusters of these finishes will avoid disorientation and allow the development to be easily interpreted by those passing through it.

Reason: To ensure that variety and interest are built into the development, and to contribute toward the creation of a cohesive and legible development.

11. All houses proposed on the development site shall be provided with front and rear garden ground in accordance with Fife Council's Planning Customer Guidelines on Garden Ground (2011) unless otherwise agreed in writing by the Planning Authority.

Reason: In order to safeguard residential amenity.

12. Vehicular access to the site shall be taken from Toll Road (A985) and Walker Street. The full through route linking both vehicular accesses shall be provided prior to the 225th residential unit being occupied within the site.

Reason: To ensure the provision of an adequate access to the site.

13. The vehicular local access road running through the site shall have a minimum carriageway width of 6 metres to allow for public transport penetration into the residential

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For Head of Economy, Planning and Employability Services
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site. The use of bus-friendly traffic calming measures shall be utilised to ensure vehicle speeds do not exceed 20 mph.

Reason: To ensure the provision of an adequate design, layout and construction.

14. All housing roads and cul-de-sacs shall be designed to ensure vehicle speeds do not exceed 20 mph. In addition, shared surface roads shall be designed to ensure vehicle speeds do not exceed 10 mph. A shared surface road can serve a maximum of 15 houses.

Reason: To ensure the provision of an adequate design, layout and construction.

15. A pair of bus stops, boarders and shelters shall be indicated on the plan prescribed by condition 1 (b) to be provided on the local access road.

Reason: To ensure the provision of an adequate design, layout and construction.

16. Footpath links shall be indicated on the plan prescribed by condition 1 (b) between the site and Riverside Terrace, and also between the site and existing bus stops.

Reason: To ensure the provision of an adequate design, layout and construction.

17. Details shall be submitted for the upgrade of pedestrian facilities on Walker Street.

Reason: To ensure the provision of an adequate design, layout and construction.

18. All roadside boundary markers to be indicated as part of a matters specified by condition application must be maintained at a height not exceeding one metre in height above the adjacent road channel level.

Reason: To ensure the provision of adequate visibility at road junctions

19. All garages to be shown on the plans prescribed by condition 1 (b) shall be located at least 6 metres from the road boundary.

Reason: To ensure the provision of adequate space for vehicles to stand clear of the public road.

20. Provision shall be made within any application for any of the matters referred to in Condition 1 for suitable public transport facilities in accordance with the current Fife Council Transportation Development Guidelines.

Reason: To ensure the provision of adequate public transport facilities.

21. All works shall be constructed in accordance with the current Fife Council Transportation Development Guidelines.

Reason: To ensure an adequate design, construction and layout is achieved.

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22. Before occupation of any completed dwellinghouse onsite, a 40 mph speed limit will require to be implemented that includes the proposed access location with the A977(T).

Reason: To ensure that the standard of access layout proposed complies with current standards, and to ensure that the safety of the traffic on the trunk road is not diminished.

23. The new access to the residential dwellings, generally in accordance with Hannah Reed's drawing number 203027-sk12 rev P4 submitted to Transport Scotland, shall be formed before any other works commence on the development hereby permitted.

Reason: To ensure that the movement of traffic and pedestrians is confined to the permitted means of access thereby lessening the danger to and interference with the free flow of traffic on the trunk road.

24. Notwithstanding the carrying out of works related to condition 23 above, the existing access with the A977(T) shall be closed off and the road properly reinstated before any other works commence on the development hereby permitted.

Reason: To ensure that the use of the existing access is discontinued. To maintain safety for both the trunk road and the traffic moving to and from the development.

25. The area within the visibility splays and any forward sight line for the new access to the residential dwellings shall be cleared to provide a level surface no higher than 250 mm above the level of the adjoining carriageway before the development permitted becomes operational and shall be retained and kept clear thereafter.

Reason: To ensure that drivers of vehicles leaving the site are enabled to see and be seen by vehicles by vehicles on the trunk road carriageway and join the traffic stream safely.

26. Prior to the commencement of any development on the employment site hereby permitted, a comprehensive Travel Plan that sets out proposals for reducing the dependency on the private car shall be submitted to and approved in writing by the Planning Authority, in consultation with Transport Scotland, the Trunk Road network Management Directorate. The Travel Plan will include among other things:

- Management of the travel plan identifying the persons responsible for implementation;
- Mechanism for how responsibility for the plan will be passed to subsequent owners/occupiers;
- Intended implementation of the plan for phased development;
- Monitoring Schedule and reporting procedures;
- Duration of the Plan;
- Mode share targets;
- Pedestrian and cycle infrastructure within the site and connections to the existing networks;
- Cycle parking provision and location within the site;
- Measures to improve public transport facilities;
- Initiatives such as car share schemes and flexible working;
- Provision for employee locker and shower facilities;
- Travel information to be provided within the site; and
- Car parking provision and management.

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Reason: To be consistent with the requirements of SPP and PAN 75 Planning for Transport.

27. Notwithstanding the provisions of condition 26, any future application for matters specified by condition shall include:

Details on how the development can accommodate and promote public transport accessibility. FOR THE AVOIDANCE OF DOUBT, these details shall include: designs for a six metre wide carriageway; pedestrian crossing points; road and footway designs suitable for the operational needs of a public bus service; and, through consultation with a public transport operator, proposals for the provision of either new or extended bus services within the development, including details of operating hours, frequency of service, route, timescale for introduction and evidence of the economic viability of said proposals.

Reason: To be consistent with the requirements of SPP and PAN 75 Planning for Transport.

REASON(S) FOR MAKING THIS DECISION

The reason(s) why the Council made this decision are: -

This application seeks to vary the time period for the submission of the further details required to implement the mixed use development through varying condition 2 (Time Condition) of the previous planning permission. The current Development Plan policies indicate that the proposed development is acceptable and given this contains the recently Adopted Local Development Plan it shows there is a desire to deliver this site. The site requirements require to be adjusted in terms of affordable housing, the business park and cemetery land however changes in this regard can be achieved without detriment. It is therefore considered acceptable to delete the time condition on the existing planning permission allowing for a further 3 year consent.

PLANS

The plan(s) and other submissions which form part of this decision are: -

Reference	Plan Description
01	Location Plan
02	Supporting Statement

LEGAL AGREEMENTS

This application is subject of a legal agreement relating to - the provision of affordable housing (offsite or on site if no alternative site is found).

- a community facilities contribution.
- a phasing plan including the delineation of the site boundaries to include only the land allocated through the local plan.
- the provision of a financial contribution in lieu of a business park.
- the provision of a neighbourhood park.
- landscaping of the site.

Dated:16th November 2017

CHRIS SMITH

APPENDIX 3
Planning Consent

17/02330/PPP

- a financial contribution for a cemetery site.
- a new local access road between Walker Street and Toll Road.
- the provision of a site for a shop/general convenience store.
- the provision of a site for recycling.
- the diversion of existing overhead power line to outwith

Dated:16th November 2017

CHRIS SMITH

APPENDIX 4
Section 75 Agreement

SECTION 75 AGREEMENT

among

THE FIFE COUNCIL

and

KEX HOLDINGS LIMITED

2017

Subjects: Land to South of Riverside Terrace,
Kincardine

FAS 2246

The Fife Council
Planning & Environment Team
Law &
Administration DX
561 502
GLENROTHES

File Ref: 17/02330/PPP

APPENDIX 4
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MINUTE OF AGREEMENT

(13 pages)

among

THE FIFE COUNCIL, constituted in terms of the Local Government etc. (Scotland) Act 1994 and having their principal offices at Fife House, North Street, Glenrothes, Fife KY7 5LY (who and whose successors as Planning Authority are hereinafter referred to as "the Council")

And

KEX HOLDINGS LIMITED, a company incorporated in Scotland with company number SC573814, whose registered office is at Whitehall House, 33 Yeaman Shore, Dundee, United Kingdom, DD1 4BJ ("**the Company**").

WHEREAS the Council is the planning authority for the purposes of Section 75 of the Town and Country Planning (Scotland) Act, 1997, as applied by the Local Government etc. (Scotland) Act 1994; AND WHEREAS the Developer has submitted a planning application to the Council for Planning Permission

(as afterdefined) for the Development (as afterdefined); AND WHEREAS the Owner is interested in the Land (as afterdefined) to which the said planning application relates and in terms of said Section 75 is therefore able to bind the said Land for the purpose of restricting or regulating the said Development or the use of the said Land; AND WHEREAS the Council is anxious to secure the provision of affordable housing; the provision of a neighbourhood park; landscaping of the Land (as afterdefined); the provision of a small supermarket/shop/general convenience store; the provision of a recycling facility; the delineation of the site boundaries pertaining to the Land (as afterdefined); and to ensure the payment of a financial contribution towards community facilities; AND WHEREAS the Council are disposed to grant the said Planning Permission for the said Development subject to the Owner and Developer entering into this Agreement regarding the matters hereinbefore described; NOW THEREFORE the Council, the Owner and the Developer, have agreed and do hereby agree in the manner following, videlicet:-

1. Definitions and Interpretations

1.1 In this Agreement the following words and expressions shall, where the context so

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Section 75 Agreement

admits have the following meanings:-

"Affordable Housing Contracts" means (a) a contract or contracts for sale by the Landowner of land within or forming part of the Land for the purposes of providing Affordable Housing Units or (b) a contract or contracts entered into by the Landowner for sale or lease of Affordable Housing Units to persons in housing need; or (c) such other contract or contracts as may be agreed by the Council for the purposes of providing Affordable Housing Units;

"Affordable Housing Unit" means a residential unit which is owned or managed by a Registered Social Landlord and provided for rent and/or low cost home ownership.

"Affordable"/"Affordable Housing Subjects" means the land forming part of the Land on which the Affordable Housing Units shall be situated;

"the Development" means a residential development with associated roads, open space, community facilities, formation of a new access, SUDS all in accordance with the Planning Permission on the Land;

"Community Facilities Contribution" means the sum payable by the Developer to the Council in terms of clause 5.2;

"the Land" means ALL and WHOLE that area of land shown delineated in red on the attached plan and extending to 50.04 gross acres (20.37 ha) or thereby, all as said land form part and portion of (PRIMO) ALL and WHOLE those subjects registered in the Land Register of Scotland under Title Numbers FFE55006 and FFE 106889; and (SECUNDO) ALL and WHOLE the subjects comprising (FIRST) that area or piece of ground situated to the northeast of the roadway leading from Culross to Kincardine in the Parish of Tulliallan and County of Fife bounded on the southwest by the said roadway, along which it extends, following the bend, Three Hundred and Twelve Feet or thereby, and being the area or piece of ground delineated and coloured pink on the plan annexed and subscribed as relative to Feu Charter by The Trustees of James Shand Sievewright in favour of Myles and Rennie Limited dated Seventh August and recorded in the Division of the General Register of Sasines for the County of Fife on Twenty-seventh day of September, both in the year Nineteen Hundred and Fifty-eight, BUT EXCEPTING therefrom ALL and WHOLE that area or piece of ground in the said Parish and County extending to Two Hundred and Fifty-Five decimal or One thousandth parts of an Acre or thereby Imperial Measure delineated and coloured pink on the plan annexed and signed as relative to Disposition by the said Myles and Rennie Limited in favour of The County Council of The County of Fife dated Twentieth

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day of June and recorded in the said Division of the General Register of Sasines on Thirteenth day of July, both in the year Nineteen Hundred and Sixty two; and (SECOND) that area of ground in the said Parish and County extending to One Hectare and Seventeen One-thousandth parts of a Hectare, all as the said area of ground is delineated and outlined in red on the plan annexed and executed as relative to Disposition granted by the Trustees of James Shand Sievwright in favour of Donald John MacFarlane dated First and Seventh, both days of December, Nineteen Hundred and Eighty-seven, and recorded in the said Division of the General Register of Sasines on Sixth day of April, Nineteen Hundred and Eighty-eight;

"the Local Plan" means the Adopted FIFEplan (Fife Local Development Plan) 2017 or any subsequent local development plan substituted therefor.

"Market Housing" means the residential units comprised in the Total Housing Units which are not Affordable Housing Units;

"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;

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

"the Planning Permission" means the planning permission in principle for the Development under the terms and conditions of planning consent notice reference number [17/02330/PPP] and planning consent reference number [07/00252/PPP] and all associated drawings and documentation referred to therein in respect of each respective consent;

"Registered Social Landlord" means any association or 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/"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;

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Section 75 Agreement

"**Total Housing Units**" means the total number of residential units which are to be constructed in terms of the Development.

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 re-enactment 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 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.

5. The Developer's Undertakings

5.1 The Developer undertakes to secure affordable housing on the land in accordance with the following provisions:-

APPENDIX 4
Section 75 Agreement

5.1.1 As part of the 350 houses developed, fifty of the Total Housing Units shall be Affordable Housing Units, thereafter, affordable housing shall be provided at 25%, commensurate with the Dunfermline Housing Market Area. In accordance with the viability appraisal associated with this planning permission, the Affordable Housing Units can be delivered offsite.

5.1.2 The Affordable Housing Units shall be provided in the following phasing: (i) Phase 1: 40 Affordable Housing Units shall be provided prior to the occupation of the 150th Market Housing Unit.

(ii) Phase 2: 40 (80 total) Affordable Housing Units shall be provided prior to the occupation of the 350th Market Housing Unit

(iii) Phase 3: the balance to be provided prior to the occupation of the 400th Market Housing Unit.

5.1.3 The Landowner shall submit the for the approval of the Council the following details:-

- (i) the type of affordable housing tenure for the Affordable Housing Units;
- (ii) the size and layout of the Affordable Housing Units;
- (iii) the location of the Affordable Housing Subjects; and
- (iv) the type of Affordable Housing Contracts by which the Affordable Housing Units are to be leased, sold or otherwise made available to persons in housing need
- (v) the programming of affordable housing release

The details required in this clause shall be provided for the first 40 Affordable Housing Units by the 100th Market Housing Unit, then the second 40 Affordable Units by the 300th Market Unit and the remaining balance by the 375th Market Unit

5.1.4 In the event of the landowner not providing the Affordable Housing Units on another site in accordance with the phasing timescales of clause 5.1.2 then the development shall cease at the specified trigger point unless the Affordable Housing Units are provided within the Land of 'the Planning Permission'.

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5.1.5 If required by the Council the Developer shall enter into a further agreement in terms of Section 75 of the 1997 Act to secure the details to be agreed in terms of sub-clause 5.1.2 above. Such a further agreement may include, inter alia, the mechanisms by which low cost home ownership will be provided in perpetuity.

5.1.6 The details agreed in terms of sub-clause 5.1.1, 5.1.2, 5.1.3 and 5.1.4 shall be implemented by the Landowner to the satisfaction of the Council but may be varied by agreement of the parties, both parties acting reasonably.

5.1.7 The occupation of the Market Housing Units within the Development shall not be permitted until the phasing triggers set within clause 5.1.2 are met through either (i) the Affordable Housing Units or the Affordable Housing Subjects have been transferred to a Registered Social Landlord; or (ii) the Affordable Housing Units have been leased, sold or otherwise made available to persons in housing need, by way of marketing or in any other way agreed with the Council, acting reasonably, all in terms of Affordable Housing Contracts to be agreed with the Council in terms of sub-clause 5.1.3(iv). In the event that Affordable Housing Units are transferred to a Registered Social Landlord, the Affordable Housing Units so transferred shall have been constructed and completed to Housing Association Grant cost benchmarks and to Communities Scotland Housing for Varying Needs standard as specified within the design guide of that Registered Social Landlord. In the event that the Affordable Housing Subjects are transferred to a Registered Social Landlord, the Affordable Housing Subjects shall be so transferred at a consideration which is mutually agreed between the Landowner and the Registered Social Landlord or failing agreement as fixed by the District Valuer for the Fife area.

5.1.8 In the event that the transfer of the Affordable Housing Units or Affordable Housing Subjects to a Registered Social Landlord has not taken place or the Affordable Housing Units have not been made available to persons in housing need as required in terms of sub-clause 5.1.7 of this Agreement prior to the occupation of the one hundredth Market Housing Unit, then the Council shall be entitled to require that the Landowner forthwith grants a conveyance of the Affordable Housing Subjects to the Council or to a third party nominated by the Council with no consideration being paid to or by either party.

5.1.9 In the event the Council exercises the option referred to in sub-clause 5.1.8 of this agreement.

- (i) The Developer shall be bound to grant the Council or the third party nominated by the Council, as the case may be, a valid marketable title to the Affordable Housing Subjects; and

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(ii) The terms of the conveyance of the Affordable Housing Subjects shall be agreed prior to the delivery thereof between the Council, or the third party nominated by the Council as the case may be, and the Landowner declaring that the said conveyance shall contain the Landowner's absolute warrandice insofar as relating to the Affordable Housing Subjects and may, at the option of the Landowner, contain a condition providing that the Affordable Housing Subjects shall be used only for the provision of Affordable Housing Units.

(iii) If by the date falling five years after the date of entry to the Council, or the third party nominated by the Council as the case may be, in terms of the conveyance of the Affordable Housing Subjects referred to in sub-clause (ii) above, contracts have not been entered into with a Registered Social Landlord for the construction and transfer of the Affordable Housing Units then the Council shall be obliged on demand by the Landowner to transfer back to the Landowner or his nominee the Affordable Housing Subjects with no consideration being paid by either party and the title restrictions contained within sub-clauses 5.1.1, 5.1.2, 5.1.3 and 5.1.4 hereof shall cease to apply and all residential units that would have been Affordable Housing Units may be marketed as Market Housing and shall not require to be used as Affordable Housing Units.

5.2 The Land shall be developed out in terms of a phasing plan agreed or to be agreed between the Developer and the Council. Without prejudice to the foregoing generality, the phasing plan shall delineate the specific boundaries of the Land to ensure that the Land complies and concurs with the extent thereof allocated for development in terms of relevant extract Local Plan comprising the Adopted FIFEplan 2017 reference KCD002 and KCD003 and the Kincardine Eastern Expansion Development Brief, May 2004 where applicable or any subsequent local plan substituted therefor.

5.3 The Developer undertakes to pay to the Council the Community Facilities Contribution towards the provision of community facilities within Kincardine. The Community Facilities Contribution shall be £200,000 and payable to the Council in five payments in line with the phasing plan agreed through clause 5.2. Each payment of £40,000 shall be paid prior to development starting on each phase of development.

5.4 In lieu of the provision of a serviced Business Park within the Development Land, a commuted sum of £800,000 shall be paid by the Landowner to Fife Council. The Business Land payment shall be payable to the Council in five payments in line with the phasing plan agreed through clause 5.2. Each payment of £160,000 shall be paid prior to development starting on each phase of development.

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5.5 The Developer shall provide a neighbourhood park on the Land at their own expense. The relevant works in relation thereto shall commence no later than the date construction works on the 225th residential unit have been completed and the relevant completion certificate under the appropriate legislation issued in relation thereto and shall be fully completed by no later than the date of sale of the 250th residential unit to be constructed on the Land.

5.6 The landscaping works to be carried out on the Land (the landscaping works in this regard to conform to the landscaping works specified in the Master Plan for the Land and a landscape plan agreed or to be agreed between the Developer and the Council will be phased over the period of construction of the Land in relation to the Planning Permission and in terms of an agreed timescale.

5.7 The Developer shall pay a commuted sum of FIFTY THOUSAND POUNDS (£50,000) for the land identified in the Local Plan for the extension of the cemetery to the Council for leisure and community purposes in lieu of extending the cemetery The Cemetery Land payment shall be payable to the Council in five payments in line with the phasing plan agreed through clause 5.2. Each payment of £10,000 shall be paid prior to development starting on each phase of development.

5.8 The Developer will provide a new local access road between Walker Street and Toll Road both Kincardine to specifications prescribed by the Council. This new access road will be completed to an adoptable standard by the completion of the 225th house.

5.9 In relation to the Land, the Developer shall provide a site for a neighbourhood centre allowing for development of a small supermarket or shop or general convenience store ("the shop site"). For the avoidance of doubt the shop site shall be fully serviced by the Developer (including without prejudice to the foregoing generality, the provision of all infrastructure, water, drainage, utilities and access). The shop site shall be marketed for sale or lease no later than the date of sale of the one hundred and fiftieth residential unit to be constructed on the land.

5.10 In relation to the Land, the Developer shall make provision thereon for a recycling site ("the recycling site") for the recycling of waste materials thereon. The exact nature and

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Section 75 Agreement

operation of the recycling site shall be agreed in writing between the Developer and the Council.

5.11 The existing overhead power line running across the Land shall be relocated outwith the Land to an alignment approximately as shown on the plan annexed and executed as relative hereto. The proposed longstop date for the completion of the works is December 2017 but subject always to Scottish Power's programme (which will be exhibited to the Council) and National Grid Outages.

5.12 The Developer shall make a financial contribution of £6,300 for each Market Housing Units on the site towards education provision. The education contribution payment shall be payable to the Council in five payments in line with the phasing plan agreed through clause 5.2 and will be subject of the number of market units approved for each phase. Each payment of shall be paid prior to development starting on each phase of development..

5.13 The Developer shall free and relieve the Council of their reasonable legal expenses in respect of the preparation and execution of this Agreement including the registration dues and costs of obtaining two extracts hereof.

6 Alienation

6.1 The Developer shall not dispose of his rights and obligations in the Land prior to the registration of this Agreement in the Register of Sasines or the Land Register as the case may be although for the avoidance of doubt the Developer shall be entitled to enter into missives with a third party for the sale of any part of the land.

7 No Limitation of Powers Nires

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.

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8 **Default**

8.1 In the event of the Developer breaching any of the terms of this Agreement the Council shall be entitled to take any court action or planning enforcement action against the Developer which is required to ensure performance of any of the Developer's undertakings in terms of clause 5; and that without payment of any compensation whatsoever by the Council to the Developer or any other party and without prejudice to any other remedy for said breach exercisable by the Council provided always that no such court and other action will be taken without the Council notifying the Developer of any such pending action to be taken and allowing the Developer a reasonable period of time to avoid any such breach.

9 **Governing Law and Disputes**

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

9.2 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 Sheriff of Tayside, Central and Fife at Dunfermline. 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 and the costs of any such arbitration shall be met by the parties as the arbiter may determine.

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10 Registration

10.1 The parties hereto consent to registration hereof for preservation and execution: IN WITNESS WHEREOF

For and on behalf of the Fife Council by proper officer, JUNE ANNE BARRIE ~~in the~~
~~presence of the witness~~ at Glenrothes on 16 November 2017
named and designed below:

AND SEALED WITH THE COMMON
SEAL OF THE FIFE COUNCIL

Witness

June Anne Barrie
Proper Officer

Full name of witness:

Address of witness:

For and on behalf of the KEX Holdings Limited by GORDON FORMS one of its
Directors at GLASGOW in the presence of the witness named and
designed below 15.11.17

Witness

Claire Ferguson

Proper Officer

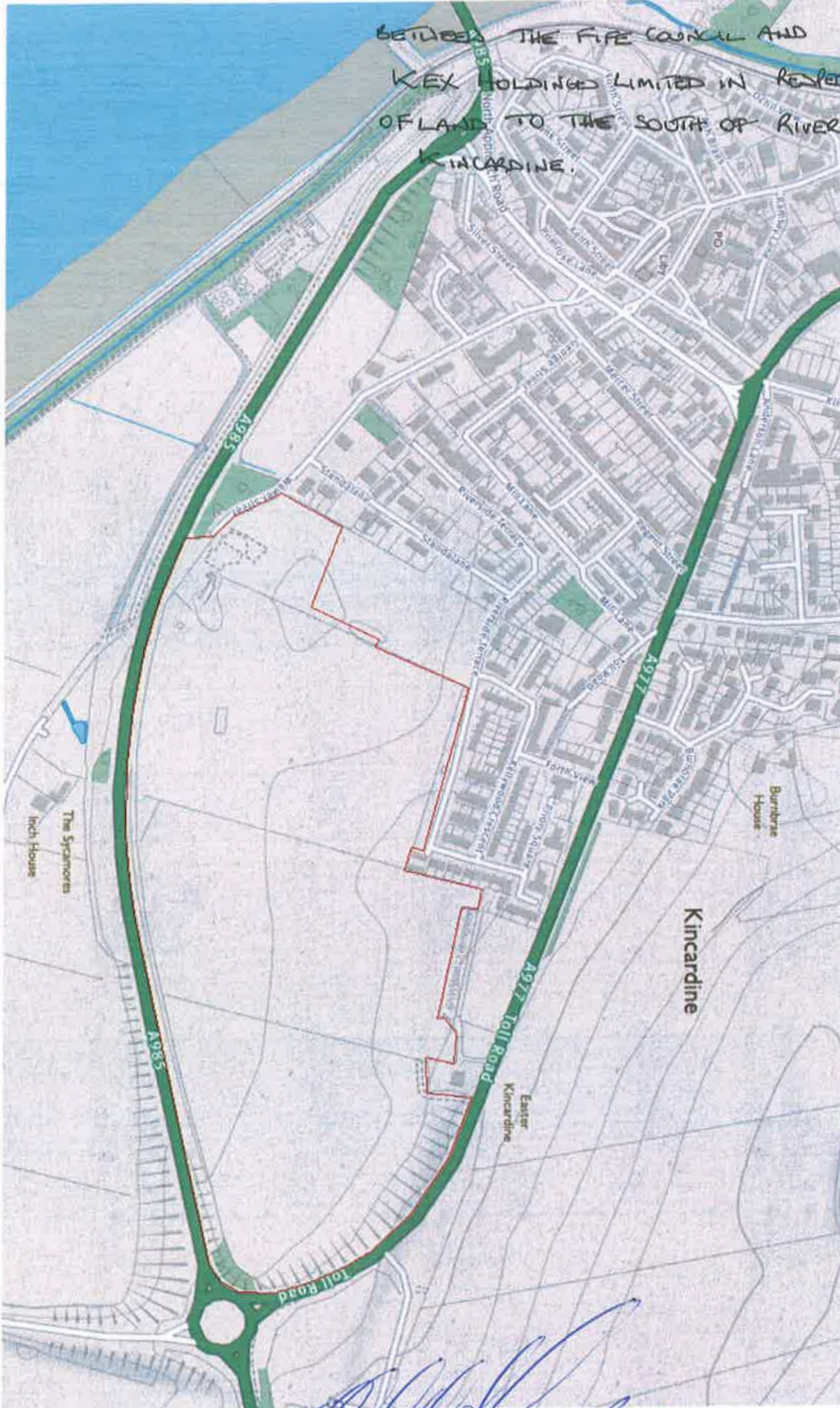
Full name of witness:

CLAIRE HELEN ISABELLA FERGUSON
Address of witness:

4/1, 19 RANDOLPH GATE, G11 7DQ

APPENDIX 4
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THIS IS THE PLAN REFERRED TO
IN THE FOREGOING MINUTE OF AGREEMENT
BETWEEN THE FIRE COUNCIL AND
KEX HOLDINGS LIMITED IN RESPECT
OF LAND TO THE SOUTH OF RIVERSIDE TERRACE
KINCARDINE.



Kex Holdings Ltd

Fife Council

[Handwritten signature] Director
[Handwritten signature]

