



**Community and Enterprise Resources**  
Executive Director **Michael McGlynn**  
**Planning and Economic Development**

Mr Robert Freel

[robfreel@btinternet.com](mailto:robfreel@btinternet.com)

**Our ref:** LC/EW/FOI/6662922

**Your ref:**

**If calling ask for:** Lesley Campbell

**Date:** 12 October 2018

Dear Mr Freel,

**Freedom of Information (Scotland) Act 2002 (FOISA)**  
**Environmental Information (Scotland) Regulations 2004 (The EI(S)Rs)**  
**Request for Information**

I refer to your Freedom of Information request made on 19 September in which you request the following information relating to the development of the former Stonehouse Hospital site.

1. Within the delegated report relating to application reference HM/09/0406, there is a reference to a Section 75 agreement. You have requested a copy of this agreement and confirmation that it continues with HM/16/0174.
2. You have requested clarification on any amendments to HM/16/0174 and what information has been submitted in respect of this application.
3. You have requested clarification on the status of HM/06/0704 and if this continues with HM/16/0174. You have also requested a copy of the plans for HM/06/0704.

**Freedom of Information (Scotland) Act 2002 (FOISA)**

The Council has considered that the information is exempt from the provisions of FOISA. The relevant exemption is the information is subject to the Environmental Information (Scotland) Regulations 2004 (section 39(2) of FOISA).

The Council will go on to respond to your request in terms of the EI(S)Rs.

**Response to Request**

1. I have enclosed a copy of the Section 75 which was attached to the planning application reference HM/09/0406. The requirements contained within any Section 75 agreement are placed on the title of the land and therefore remain in place throughout changes in ownership and where further applications are submitted for planning permission. Whilst it is possible to apply to remove or revoke all or part of a Section 75 Agreement, this has not been done in respect of this site and therefore the requirements of the attached Section 75 Agreement remain in place.
2. There have been no amendments to HM/16/0174 and no further applications in terms of the matters specified in conditions that have been submitted to date.

Montrose House, 154 Montrose Crescent, Hamilton ML3 6LB

Email: [planning@southlanarkshire.gov.uk](mailto:planning@southlanarkshire.gov.uk)  
[buildingstandards@southlanarkshire.gov.uk](mailto:buildingstandards@southlanarkshire.gov.uk)

Phone 0303 123 1015



INVESTOR IN PEOPLE



3. Planning Application HM/06/0704 has now lapsed. It therefore does not stand in relation to HM/16/0174. Unfortunately, the file for HM/06/0704 has been misplaced and it is not possible at this time to provide a copy of these drawings.

#### **Request for Review**

The Council has a Review Panel to deal with complaints from people who are not happy about the way that it has handled their request. Staff not involved in the original decision will handle any review.

If you want to complain, you can ask the Review Panel to look at the way that we have dealt with your request. It will consider whether we have complied with the requirements of the legislation. Please note that if you wish to complain, you must do so by 12 December 2018 . You must explain why you are not happy when requesting a review.

You should send your request for a review to:

Mr. W. Dunn  
Information Compliance Manager  
Finance and Corporate Resources  
Floor 11, Council Offices  
Almada Street  
Hamilton ML3 0AA

Alternatively, you can request a review at [foi.reviews@southlanarkshire.gov.uk](mailto:foi.reviews@southlanarkshire.gov.uk).

Please note that the Review Panel cannot look at any decisions taken by the Council or actions of the Council or any of its employees or a service provided by it that are not connected to the handling for request for information.

#### **Appeal to the Scottish Information Commissioner**

If you are not happy with the outcome of the review, you can appeal to the Scottish Information Commissioner. The Commissioner will decide whether the Council has dealt with your request properly. Please see the Commissioner's website at [www.itspublicknowledge.info](http://www.itspublicknowledge.info) for further details.

Yours sincerely



**Lesley Campbell**  
Area Manager

MINUTE OF AGREEMENT

Between

SOUTH LANARKSHIRE COUNCIL

and

THE SCOTTISH MINISTERS

2006

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Subjects: Stonehouse Hospital,  
Stonehouse

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Executive Director,  
Enterprise Resources,  
South Lanarkshire Council,  
Montrose House,  
154 Montrose Crescent,  
Hamilton.

FAS 7033

Ref: KJG/ENPL0325

MINUTE OF AGREEMENT

Between

SOUTH LANARKSHIRE COUNCIL as Planning Authority in terms of the Town and Country Planning (Scotland) Act 1997 and having its Principal Offices at Council Offices, Almada Street, Hamilton (who and whose statutory successors are hereinafter referred to as "the Council")

and

THE SCOTTISH MINISTERS acting in terms of the National Health Service (Scotland) Act 1978 (who and whose successors and assignees in right, title and interest to the Subjects hereinafter described or to any part or parts thereof are hereinafter referred to as "the Proprietors")

*Signed  
Deed with  
Testy clause*

WHEREAS the Council is the Planning Authority and may, in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, enter into an Agreement with any person interested in land in the area (insofar as the interest of that person enables 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; and such Agreement may contain such incidental

and consequential provisions (including provisions of a financial character) as appear to the Planning Authority to be necessary or expedient for the purpose of the Agreement; AND WHEREAS the Proprietor is the heritable proprietor of ALL and WHOLE the subjects known as and forming Stonehouse Hospital, Stonehouse, being the subjects extending to seven hectares and seven one hundredth of a hectare (7.07 ha) or thereby shown delineated in red on the plan annexed and executed as relative hereto, which subjects are part and portion of the Subjects more particularly described in, disposed by and shown delineated and coloured red on the plan annexed and signed as relative to Disposition by the Secretary of State for Scotland in favour of The Hairmyres and Stonehouse Hospitals National Health Service Trust recorded in the General Register of Sasines on Fifteenth March Nineteen hundred and Ninety eight and registered or to be registered in the Land Register under Title Number LAN166351 (hereinafter referred to as "the Subjects"); AND WHEREAS the Proprietor has applied to the Council for planning permission under Application Reference HM/04/0369 for Outline Planning Permission in terms of the draft permission annexed and executed as relative hereto for a Residential Development ("the Development") on the Subjects; AND WHEREAS it is desirable that in the event of such permission being granted the development or use of the Subjects be restricted or regulated (and that without prejudice to and in addition to such

conditions as may be included in any planning permission issued by the Council in respect of the Subjects.)

NOW THEREFORE the Council and the Proprietor have agreed to enter into these presents in terms of Section 75 of the Town and County Planning (Scotland) Act 1997 and do hereby agree as follows:-

ONE           The Outline Planning Permission shall be issued by the Council within five working days of receipt of confirmation by the Council of the date of registration of this Agreement in the Land Register of Scotland.

TWO           The Proprietors bind and oblige themselves as follows:-  
(First) they shall pay to the Council a sum (hereinafter referred to as "the Contribution") for each dwellinghouse in respect of which planning permission is granted under any Reserved Matters Consent, or Detailed Planning Permission depending on the size of the dwellinghouse as follows:

Size of Dwellinghouse	Amount of Contribution
6 Apartment (or larger)	£600
5 Apartment	£600
4 Apartment	£500
3 Apartment	£400

(All such sums being exclusive of VAT if any payable thereon).

(Second) The Contribution is in lieu of the provision of the recreation and play facilities within the Development and the Council undertakes to use the Contribution for the improvement or provision of Community Facilities or Play Facilities within the Stonehouse area and for no other purpose whatsoever.

(Third) The Contribution shall be paid by the Proprietors to the Council prior to the issue of the Reserved Matters Consent or Detailed Planning Permission, as appropriate.

(Fourth) In the event that the Proprietors decide to apply for Reserved Matters Consent (or Detailed Planning Permission on a phased basis then the Proprietors shall pay the Contribution for the dwellinghouses included in that Consent or Permission prior to the issue of each Reserved Matters Consent or Detailed Planning Permission.

(Fifth) For the avoidance of doubt the Contribution is in respect of recreational and play facilities only. Amenity Open Space shall be provided by the Proprietors within the

Development as required by the Outline Planning Permission and any Reserved Matters Consent or Detailed Planning Permission.

(Sixth) In the event that the Contribution is not used for the aforementioned purpose within five years of the date of payment of the Contribution the Council will refund the Contribution to the party or parties who made payment of the Contribution within 28 days thereafter. The Council will provide the Proprietors and/or the said party or parties with written evidence of their compliance with the terms of this condition.

THREE The Proprietors hereby undertake that they shall not prior to the registration of this Minute of Agreement in the Land Register of Scotland convey, dispose of, sublet or otherwise grant to any other party an interest in their title to the subjects or any part thereof, or conclude any missives or agreement affecting the Subjects (except the Missives with David Wilson Homes Limited, a company incorporated under the Companies Acts and having their Registered Office at Wilson Bowden House, Leicester Road, Ibstock, Leicester LE67 6WB currently being negotiated), nor have they granted nor shall they grant prior to registration



aforesaid any Standard Security over the whole or any part of the Subjects all except insofar as the same may be specifically agreed to in writing by the Council which agreement shall not be unreasonably withheld. For the avoidance of doubt the Proprietors may enter into missives following the registration of these presents without the Council's consent

FOUR Subject to the compliance in full in the terms of this Agreement by the parties hereto, the Council and the Proprietors shall grant a Discharge of this Agreement. Further in the event of the Outline Planning Permission granted pursuant to this Agreement being revoked or in anyway falling this Agreement shall fall and be deemed pro non scripto and the Council and the Proprietors shall grant and sign a Discharge of this Agreement.

FIVE In the event of a change to the planning circumstances of the area in which the Subjects are located, or any other relevant material change of circumstances, which appears to any party to this Agreement or their respective successors in title to render any of the provisions contained in this Agreement no longer relevant, the parties or their successors in title shall modify or discharge this Agreement.

In the event that the Parties fail to agree regarding the requirement to modify or discharge the Agreement the matter shall be referred to arbitration in terms of Clause 6 below.

SIX Any dispute or difference arising between the parties hereto regarding the construction or implementation of this Minute of Agreement shall be referred to the decision of a sole arbiter to be appointed jointly by the parties hereto or in default of agreement by an arbiter appointed by the Sheriff South Strathclyde Dumfries and Galloway at Hamilton. The decision of such an arbiter shall be final and binding on the parties hereto on fact (including any award of expenses) but notwithstanding such decision the arbiter may refer any matter to the Court in accordance with the Administration of Justice (Scotland) Act 1972.

SEVEN Any sums paid in accordance with the terms of this Agreement shall be exclusive of any Value Added Tax properly payable, and the Proprietors shall pay any Value Added Tax properly payable on the Contributions.

- EIGHT      The Council shall not be liable for any SDLT payable in respect of this Minute of Agreement. If any SDLT is payable it will be paid by the Proprietors.
- NINE        This Agreement shall be construed in accordance with the Law of Scotland.
- TEN         The Proprietors shall pay for the Council's reasonable legal expenses incurred in the drafting of this Agreement to a maximum FIFTEEN HUNDRED POUNDS (£1,500) STERLING exclusive of any VAT payable thereon and shall bear the costs of any outlays, including the cost of obtaining three Extract Deeds Stamp Duty (if any) and registration dues hereof. The Proprietors shall also meet the Council's reasonable legal expenses incurred in the preparation of any Discharge or Variation of this Agreement together with any outlays including Extract Deeds and registration dues incurred in connection with any Discharges or Variations of this Agreement.
- ELEVEN     These presents shall be enforceable by the Council or their statutory successors as Planning Authority against the Proprietors and all persons deriving title to the Subjects or any part thereof from them.

LASTLY The parties hereto consent to registration hereof for

preservation and execution; IN WITNESS WHEREOF these presents  
typewritten on this and the preceding wight pages are executed as follows:-  
they are sealed with the CommonSeal of the said South Lanarkshire Council and  
subscribed for and on their behalf by Elizabeth Cameron Murphy, Legal Manager  
and Proper Officer of the Council at Hamilton on Eighth February Two thousand  
and seven; and they are executed by the Scottish Ministers, an,d, in terms of  
Authorisation by the Scottish Ministers to Officers of Lanarkshire Health  
Board dated Twenty seventh September Two thousand, are signed for and on behalf  
of the Scottish Ministers by Susan Anne Goldsmith, Director of Finance,  
Lanarkshire Health Board, NHS Lanarkshire, 14 Beckford Street, Hamilton at  
Hamilton on Sixth February Two thousand and seven before this witness, Carol  
Anne Potter of 14 Beckford Street, foresaid.

Carol Anne Potter



# STONEHOUSE HOSPITAL BOUNDARY SURVEY

20 May 2005

Dwg.No. 32377/2500/1

*This is the Plan referred to in the foregoing Minute of Agreement between the Lands for Conservation Society and the Scottish Ministers*

Scale 1:2500



Prepared by :  
Hoson Land Surveys, Dickson Street, Dunfermline  
Tel : 01383 727261  
Fax : 01383 739480

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Detailed Planning Application

PAPER APART - APPLICATION NUMBER: IIM/04/0369

CONDITIONS

- 1 That before the expiration of three years from the date of this outline permission and before any development starts, a written application and plans in respect of the following Reserved Matters shall be submitted to and approved by the Council as Planning Authority:
  - (a) a site layout plan at a scale of 1:500 showing the position of all buildings, roads, footpaths, parking areas (distinguishing where appropriate between private and public spaces), walls, fences, landscaping, open space and recreational provision;
  - (b) plans and elevations of each house and garage type showing their dimensions and type and colour of materials;
  - (c) a landscaping plan at a scale of 1:500 showing the location, species and ground spread of existing and proposed trees, shrubs and hedges;
  - (d) details of the phasing of development (covering all relevant aspects of development detailed in (a) above);
  - (e) detailed cross-sections of existing and finished ground levels and finished floor levels, in relation to a fixed datum, preferably ordnance datum.
- 2 Details of the phasing of the development shall be submitted to the Council for approval, and no work shall begin until the phasing scheme has been approved in writing. Following approval, the development shall be implemented in accordance with the approved scheme.
- 3 That the only vehicular access to the application site shall be from Strathaven Road and shall be via a new roundabout to the specification shown on approved drawing no. 204810/6 and in a position to be agreed with the Council as Planning and Roads Authority.
- 4 Notwithstanding the terms of Condition 1 above, no development shall take place within 10 metres from the trunk of any tree shown within the application site.
- 5 That the further application required under Condition 1 above shall include provision for a 2m footway along the entire site frontage onto Strathaven Road.
- 6 That the development hereby permitted shall be started either within five years of the date of this permission or within two years of the date on which the last of the reserved matters are approved, whichever is the later;
- 7 That the further application required under condition 1 above shall comply with the guidance in the Council's guidelines on new residential development.
- 8 That the further application required under condition 1 above shall include provision for pedestrian links to the adjoining countryside, to a specification of the Council as Planning Authority.
- 9 That the further application under condition 1 above shall include proposals for the relocation of the existing bus stop on Strathaven Road. The approved works shall be carried out at the expense of the developer of the site.
- 10 That no trees within the application site shall be lopped, topped, pollarded or felled, and no shrubs or hedges shall be removed from the application site without the prior written consent of the Council as Planning Authority.
- 11 That the further application required under condition 1 above shall include the submission of a report from a professionally qualified source detailing the nature, concentration and distribution of any contaminants found within the application site and recommendations on decontamination, as appropriate.
- 12 That the further application required under condition 1 above shall include written confirmation from Scottish Water to the Council as Planning Authority that the site can be satisfactorily served by a sewerage scheme. The developer shall be responsible for all costs involved in upgrading the existing public sewerage system to serve the residential

development at this site. No dwellinghouse within the site shall be occupied until the upgrading works have been completed to the specification and satisfaction of Scottish Water and the Council.

- 13 That the further application required under the terms of Condition 1 above, shall include a detailed scheme for surface water drainage. Surface water from the site shall be treated in accordance with the principles of the Sustainable Urban Drainage Systems Design Manual for Scotland and Northern Ireland and shall be agreed with the Council as Planning Authority in consultation with SEPA.
- 14 That the further application required under condition 1 above shall include a further habitat survey to cover the application site.

#### REASONS

- 1.1 Consent is granted in outline only.
- 2.1 In order to retain effective planning control
- 3.1 In the interest of road safety
- 4.1 To ensure the protection and maintenance of the existing mature trees within the site and to retain effective planning control.
- 5.1 In the interest of public safety
- 6.1 To accord with the provisions of the Town and Country Planning (Scotland) Act 1997.
- 7.1 In the interests of amenity and in order to retain effective planning control.
- 8.1 To ensure that the development contributes to the Council's Countryside Access Strategy.
- 9.1 These details have not been submitted or approved.
- 10.1 To ensure the protection and maintenance of the existing trees and other landscape features within the site.
- 11.1 To ensure the site is free from contamination
- 12.1 To ensure the provision of a satisfactory sewerage system  
To ensure that the disposal of surface water from the site is dealt with in a safe and
- 13.1 sustainable manner, to return it to the natural water cycle with minimal adverse impact on people and the environment and to alleviate the potential for off-site flooding.
- 14.1 To ensure the protection of existing habitats within the site.

## NOTES TO APPLICANT

APPLICATION NUMBER: IIM/04/0369

### Important

The following notes do not form a statutory part of this Decision Notice. However, it is recommended that you study them closely as they contain information which guides you to other relevant matters that may assist in ensuring that the development is properly carried out.

Informatives\_table