











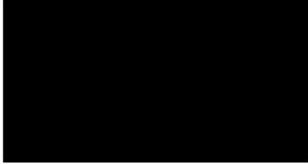








From: [REDACTED]
To: "[REDACTED]" <[REDACTED]n@edinburgh.gov.uk >;
Sent: Mon 17/03/2025 16:01
Reply-To: "[REDACTED]" <[REDACTED] >;
Subject: Land 17 Metres East of 153 Gilberstoun photos of notices attached to padlock of container











City Plan 2030

Written Statement

November 2024



•EDINBURGH•
THE CITY OF EDINBURGH COUNCIL

From: [REDACTED]@edinburgh.gov.uk
To: " [REDACTED] " < [REDACTED]@edinburgh.gov.uk >;
Sent: Thu 06/03/2025 15:38
Reply-To: " [REDACTED] " < [REDACTED]@edinburgh.gov.uk >;
Subject: FW: Land 17 Metres East of 153 Gilberstoun - sv 17.02.2025

[REDACTED] | [REDACTED] ng | Sustainable Development | Place Directorate
Ed [REDACTED] @edinburgh.gov.uk | www.edinburgh.gov.uk

[REDACTED]

Planned leave:

You can access our services at www.edinburgh.gov.uk/planning-building

City Plan 2030 is now our adopted local development plan and will be used to inform planning decisions. See our [webpage](#) for more information.

From: [REDACTED] < [REDACTED] >
Sent: 05 March 2025 11:18
To: [REDACTED] < [REDACTED]@edinburgh.gov.uk >
Subject: Land 17 Metres East of 153 Gilberstoun - sv 17.02.2025

○

[REDACTED]







City Plan 2030

Written Statement

November 2024



•EDINBURGH•
THE CITY OF EDINBURGH COUNCIL

From: [REDACTED]@edinburgh.gov.uk
To: " [REDACTED] " < [REDACTED]@edinburgh.gov.uk >;
Sent: Thu 06/03/2025 15:37
Reply-To: " [REDACTED] " < [REDACTED]n@edinburgh.gov.uk >;
Subject: FW: Brunstane shipping container - sv 06.11.2023

[REDACTED] | [REDACTED] ng | Sustainable Development | Place Directorate
Ed [REDACTED] @edinburgh.gov.uk | www.edinburgh.gov.uk

[REDACTED]

Planned leave:

You can access our services at www.edinburgh.gov.uk/planning-building

City Plan 2030 is now our adopted local development plan and will be used to inform planning decisions. See our [webpage](#) for more information.

From: [REDACTED]
Sent: 06 November 2023 15:57
To: [REDACTED]@edinburgh.gov.uk>
Subject: Brunstane shipping container - sv 06.11.2023

○

[REDACTED]













City Plan 2030

Written Statement

November 2024



•EDINBURGH•
THE CITY OF EDINBURGH COUNCIL

From: [REDACTED]@edinburgh.gov.uk
To: " [REDACTED] " <[REDACTED]@edinburgh.gov.uk >;
Sent: Thu 06/03/2025 15:36
Reply-To: " [REDACTED] " <[REDACTED]@edinburgh.gov.uk >;
Subject: FW: Gilberstoun - sv 30.11.2022

[REDACTED] | [REDACTED] ng | Sustainable Development | Place Directorate
Ed [REDACTED] @edinburgh.gov.uk | www.edinburgh.gov.uk

[REDACTED]

Planned leave:

You can access our services at www.edinburgh.gov.uk/planning-building

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From: [REDACTED] [REDACTED]@me.com>
Sent: 21 June 2023 14:19
To: [REDACTED] <[REDACTED]@edinburgh.gov.uk>
Subject: Gilberstoun - sv 30.11.2022









City Plan 2030

Written Statement

November 2024



•EDINBURGH•
THE CITY OF EDINBURGH COUNCIL

To: "[REDACTED]" <[REDACTED]@edinburgh.gov.uk >;
Sent: Thu 06/03/2025 15:38
Reply-To: "[REDACTED]";
Subject: FW: Land 17 Metres East of 153 Gilberstoun - sv 17.02.2025

[REDACTED] | [REDACTED] | Planning | Sustainable Development | Place Directorate
Ed [REDACTED] n@edinburgh.gov.uk | www.edinburgh.gov.uk

[REDACTED].

Planned leave:

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From: [REDACTED]
Sent: 05 March 2025 11:18
To: [REDACTED] <[REDACTED]@edinburgh.gov.uk>
Subject: Land 17 Metres East of 153 Gilberstoun - sv 17.02.2025















City Plan 2030

Written Statement

November 2024



•EDINBURGH•
THE CITY OF EDINBURGH COUNCIL

To: [REDACTED] <[REDACTED]@edinburgh.gov.uk >;
Sent: Thu 06/03/2025 15:36
Reply-To: "[REDACTED]";
Subject: FW: Gilberstoun - sv 30.11.2022

[REDACTED] [REDACTED] | Planning | Sustainable Development | Place Directorate
E [REDACTED]@edinburgh.gov.uk | www.edinburgh.gov.uk

[REDACTED].

Planned leave:

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From: [REDACTED]
Sent: 21 June 2023 14:19
To: [REDACTED] [REDACTED]@edinburgh.gov.uk>
Subject: Gilberstoun - sv 30.11.2022





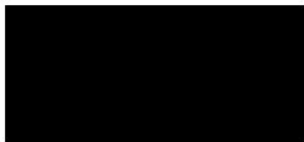






From: [REDACTED]
To: " [REDACTED] " <[REDACTED]@edinburgh.gov.uk >;
Sent: Wed 05/03/2025 11:17
Reply-To: "[REDACTED]"
Subject: Land 17 Metres East of 153 Gilberstoun - sv 17.02.2025

⊙



Gilberstoun

Council ownership/interest

Date: 07/02/2025

Scale: 1:1,445 at A3

Holding Account

Asset

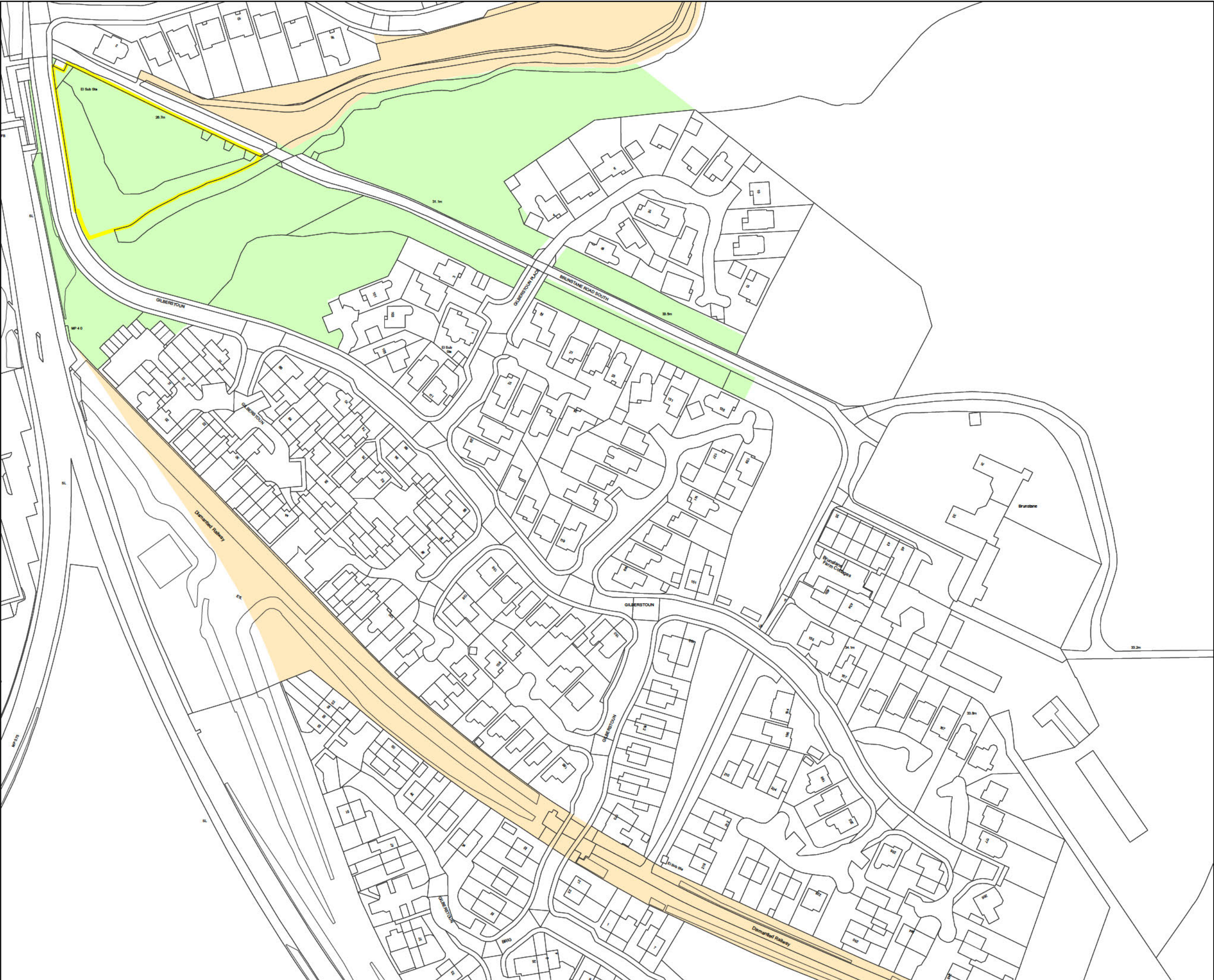
Layer

- City-Development
- Culture-Leisure
- Leased-out



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Title Information: MID233612

Search summary

Date/Time of search	07-02-2025 10:53:51
Transaction number	SCO-20272808
User reference	2878958

Section A

MID233612

Property

Date of first registration	22-09-2006
Date title sheet updated to	28-07-2022
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	
Title Number	MID233612
Cadastral Unit	MID233612
Sasine Search	
Property address	BRUNSTANE ROAD SOUTH, EDINBURGH
Description	Subjects cadastral unit MID233612 at BRUNSTANE ROAD SOUTH, EDINBURGH tinted pink on the cadastral map.
Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Deed of Conditions in Entry 4 of the Burdens Section.

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

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Section B

MID233612

Proprietorship



Entry number	1
Date of registration	28-07-2022
Date of Entry	29-06-2022
Consideration	Love, Favour and Affection

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

MID233612

Securities

There are no entries.

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

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Section D

MID233612

Burdens

Number of Burdens: 7

Burden 1

Agreement between Trustees of James Millar (hereinafter referred to as "the Proprietors") and Lord Provost Magistrates and Council of City of Edinburgh (who and whose assignees are hereinafter referred to as "the Corporation"), recorded G.R.S. (Edinburgh) 21 Nov. 1923, as follows:

(First)

(One)

The Proprietors hereby grant and dispone to the Corporation an heritable and irredeemable servitude right and tolerance of erecting and maintaining poles and fittings with all necessary cables wires and apparatus attached thereto or suspended therefrom for the purpose of transmitting electrical energy in the line extending in length to Seven hundred and thirty lineal yards or thereby and in breadth to two lineal yards or thereby delineated and shewn by a coloured red line and indicated by the letters R.B. on the plan annexed hereto and also of erecting four poles at the place indicated by the letter X on the said Plan, with relative wires and fittings for the purpose of forming a guard over the footpath leading from Brunstane Farm Steading to New Craighall and

(Two)

An heritable and irredeemable servitude right and tolerance of laying and maintaining underground electric cables with all necessary pipes troughs and protecting and insulating materials in the line extending in length to forty lineal yards or thereby and in breadth to one lineal yard or thereby delineated and shewn by a dotted red line and indicated by the letters B Q on the said plan; which servitude rights and tolerances hereinbefore referred to extend in over, through or under certain parts and portions of the Lands and Estate of East Duddingston; with power to the Corporation or their Contractors or Servants to enter on the said lands for the purpose of constructing laying and maintaining the said poles fittings overhead and underground cables wires apparatus and others and also on all necessary occasions for the purpose of inspecting repairing renewing or altering the same or for any other necessary purpose provided that during the erection and laying of the said poles fittings overhead and underground cables, wires, apparatus and others and at any other time for any of the purposes hereinbefore specified the Corporation or their Contractors or Servants shall be allowed to temporarily occupy a reasonable area of ground along the line of the said servitude rights and tolerances in order to insure the work being carried out expeditiously; Declaring that the proprietors shall if required and so far as they can competently do so co-operate with the Corporation in negotiating with tenants and others

having rights of possession with a view to the exercise by the Corporation of the rights hereinbefore conferred upon them.

(Second)

The Corporation bind and oblige themselves at their own expense on the completion of the operations by them hereinbefore referred to to restore as far as possible to the condition in which they were immediately prior to the commencement of the said operations the surface of the ground and any walls, fences or other buildings or erections belonging to the proprietors so far as injuriously affected by the said operations all to the reasonable satisfaction of the Proprietors: Further the Corporation bind themselves to relieve the proprietors of and from all claims at the instance of the tenants or occupiers of the ground or buildings or other erections thereon arising out of damage or loss caused to such tenants or occupiers by the foresaid operations including damage to crops or otherwise and damages to farm and live stock and also of all claims at the instance of third parties alleging that they or those whom they represent have suffered injury through the said poles, cables, wires and others having been erected on the said lands or through the transmission of electric energy thereby or in any way through the actings of the Corporation hereunder.

(Third)

The Corporation shall execute all works under these presents at reasonable times and with all reasonable despatch and shall during the execution of the said works preserve so far as possible to the Proprietors and their tenants the uninterrupted use of the property belonging to or occupied by them respectively.

(Fourth)

The proprietors reserve the right to work the minerals under the line of the poles, cables, wires and others erected and laid by the Corporation under these presents and the Corporation shall have no claim against the proprietors for any damage caused to the said poles, cables, wires and others by the working of the said minerals.

(Fifth)

The Corporation bind and oblige themselves to pay to the proprietors the sum of One pound nine shillings and tenpence per annum in respect of the whole servitude rights tolerances and others hereinbefore granted to the Corporation and that yearly at Whitsunday beginning the first payment at Whitsunday 1924 for the year preceding and so forth yearly during the subsistence of the said servitude rights tolerances and others: Declaring that the above mentioned annual payment has been arrived at on the basis of the following numbers of poles being placed on the property of the proprietors videlicet:

One terminal pole seven ordinary "A" type poles and four single poles and on the basis of forty yards of underground cable being laid in the said property: Declaring further that in the event of additional poles or cable being placed on or laid in the said property under this Agreement the said additional poles or cables shall be paid for at the following rates per annum videlicet: -

For each terminal pole five shillings;

For each ordinary "A" type pole two shillings and sixpence;

For each single pole similar to those indicated on the plan at the letter "X" one shilling, and for each yard or underground cable one penny.

(Sixth)

If and when the ground affected by the servitude right and tolerance first referred to in Article (First) hereof or any part of the said ground shall come to be feued or sold by the proprietors for building or commercial purposes or purposes other than the present use of the ground for agriculture the Corporation shall be bound within a period of six month after receiving notice to that effect from the proprietors either to substitute underground cable in place of poles overhead wires and fittings so far as the said poles overhead wires and fittings are erected on ground to be feued or sold as aforesaid or in the option of the Corporation to divert the said poles overhead wires and fittings so far as erected on ground to be feued or sold as aforesaid to another line outwith the said ground to be approved of by the proprietors: Declaring that in either event the Corporation shall be bound at their own expense to restore the ground affected by their operations to the reasonable satisfaction of the proprietors and to settle and free and relieve the proprietors of all claims in connection with and underground cables or diverted line of poles overhead wires and fittings referred to in this Article all as provided in this Agreement with regard to the cable and poles overhead wires and fittings originally laid and created hereunder: Declaring also that the proprietors and the Corporation shall if required by either party hereto enter into a supplementary Agreement setting forth the exact nature and line of any alterations effected in terms of this Articles.

(Seventh)

If by reason of the Corporation permanently discontinuing the supply of electrical energy by means of the poles, wires, fittings, cables and others hereinbefore referred to the said servitude rights and tolerances shall cease to be of use to the Corporation the Corporation shall on giving to the proprietors six months' notice in writing be entitled to give up the said servitude rights and tolerances; Declaring always however that the Corporation shall be bound within a reasonable time after the expiry of the said period of six months to remove the said poles, wires, fittings, cables and others and to restore the property of the proprietors to its former condition all to the reasonable satisfaction of the proprietors and at the sole expense of the Corporation and also to relieve the proprietors of all tenants' claims on account of the operations last above mentioned all in the same manner as is hereinbefore provided with regard to tenants' claims in connection with the erection and laying of the said poles, wires, fittings, cables and others: Declaring further that the Corporation shall be liable for the annual payments due hereunder up to the time when the said poles, wires, fittings, cables and others have been removed and the ground has been restored in terms of these presents after which the said payments shall cease.

(Eighth)

Any dispute or difference arising between the proprietors and the Corporation in connection with this Agreement or the matters herein referred to is hereby referred to the decision of an Arbiter to be mutually appointed and failing agreement as to the appointment of such Arbiter of or Arbiter to be appointed by the Sheriff of the Lothians and Peebles on the application of either party; and the decision of such Arbiter shall be final and binding on the parties.

Note: The plan annexed to the above Agreement has not been produced to the Keeper. The said lines of the poles and cables cannot therefore be identified on the cadastral map.

Burden 2

Agreement between Trustees of James Millar (hereinafter referred to as "the Proprietors") and Lord Provost Magistrates and Council of City of Edinburgh (hereinafter referred to as "the Corporation"), recorded G.R.S. (Edinburgh) 24 Dec. 1927, as follows:

FIRST:

The proprietors hereby grant and dispone to the Corporation an heritable and irredeemable servitude right and tolerance of laying and maintaining an underground main of approximately six inches in diameter with all necessary incidental works for the purpose of transmitting gas along the line coloured green on the plan annexed hereto and extending from the point marked A to the point marked B and from the point marked C to the point marked D on the said plan, which plan, which servitude right and tolerance extends over or through those parts and portions of the lands and Barony of Duddingston and others with power to the Corporation or their Contractors or servants to enter on the said lands for the purpose of laying and maintaining said main and others and also on all necessary occasions for the purpose of inspecting, repairing renewing or altering the same or for any other necessary purpose provided that during the laying of said main and at any other time for any of the purposes hereinbefore specified the Corporation or their contractors or servants shall be allowed temporarily to occupy a reasonable area of ground along the line of the said servitude right and tolerance in order to ensure the work being carried out expeditiously.

SECOND:

The Corporation bind and oblige themselves at their own expense on the completion of the operations hereinbefore referred to, to restore as far as possible to the condition in which they were immediately prior to the commencement of said operations the surface of the ground and any roads, walls, ditches, fences or others belonging to the proprietors so far as injuriously affected by the said operations, all to the reasonable satisfaction of the proprietors; Further the Corporation bind themselves to relieve the proprietors of and from all claims (except claims for abatement of rent) at the instance of the tenants or occupiers of the ground over or through which the said main extends between the points A B and C D on said Plan arising out of damage or loss caused to such tenants or occupiers by the said operations as such claims shall, failing agreement be settled by arbitration as provided for in Clause Seventh hereof, and also of all claims at the instance of third parties alleging that

they or those whom they represent have suffered injury through the said main having been laid over or through the said lands or through the transmission of gas thereby or in any way through the actings of the Corporation hereunder.

THIRD:

The Corporation shall execute all works under these presents at reasonable times and with all reasonable despatch and shall during the execution of the said works preserve so far as possible to the proprietors and their tenants the uninterrupted use of the property belonging to or occupied by them respectively.

FOURTH:

The proprietors reserve the right to work the minerals under the line of the said main laid by the Corporation under these presents and the Corporation shall have no claim against the proprietors for any damage caused to the said main by the working of the said minerals.

FIFTH:

The Corporation bind and oblige themselves to pay to the proprietors the sum of One Pound Sterling per annum in respect of the servitude right and tolerance hereinbefore granted and that yearly at Whitsunday beginning the first payment at the term of Whitsunday 1928 for the period preceding and the next payment at Whitsunday thereafter for the year preceding and so forth yearly during the subsistence of the said servitude right and tolerance.

SIXTH:

If by reason of the Corporation permanently discontinuing the supply of gas by means of the main hereinbefore referred to the said servitude right and tolerance shall cease to be of use to the Corporation, the Corporation shall, on giving to the proprietors not less than six months' notice in writing, be entitled to give up the said servitude right and tolerance (which shall then be held to be discharged) and the Corporation shall thereafter cease to be liable in payment of the annual sum hereinbefore mentioned; Declaring always, however, that the Corporation shall be bound within a reasonable time after the expiry of the said period of six months to remove the said main and to restore the property of the proprietors to its former condition all to the reasonable satisfaction of the proprietors and at the sole expense of the Corporation, and also to relieve the proprietors of all tenants' claims (except claims for abatement of rent) on account of the operations last above mentioned, all in the same manner as is hereinbefore provided with regard to tenant's claims in connection with the laying of the said main.

SEVENTH

Any dispute or difference arising between the proprietors and the Corporation in connection with this Agreement or the matters herein referred to is hereby referred to the decision of an Arbiter to be mutually appointed, and failing agreement as to the appointment of such Arbiter of as Arbiter to be appointed by the Sheriff of the Lothians and Peebles on the

application of either party: And the decision of such Arbiter shall be final and binding on the parties.

Note: The plan annexed to the above Agreement was not produced to the Keeper. The points marked A B C and D cannot therefore be identified on the cadastral map.

Burden 3

Disposition by Barratt Edinburgh Limited to Wimpey Homes Holdings Limited and their successors and assignees, recorded G.R.S. (Midlothian) 5 Jul. 1984, of 18 acres of ground, of which the subjects in this Title form part, contains the following burdens:

(First) There is reserved to us and to Adrian Bailie Nottage Palmer, residing at Manderston, Duns, Berwickshire as owner of the remaining parts of Brunstane Farm situated to the north east and south east of the subjects hereby disposed or others deriving right or title from the said Adrian Bailie Nottage Palmer or his successors a right of access over such roads as are formed by our said disponees from the said subjects hereby disposed to other property presently owned by the said Adrian Bailie Nottage Palmer adjoining the said subjects;

(Second) Our said disponees or their foresaids shall provide vehicular and pedestrian access (constructed to Local Authority Standard) through the subjects hereby disposed to a point to be mutually agreed having regard to the possible development of the adjoining land; and

(Third) Our said disponees or their foresaids shall be bound to erect and maintain stockproof fences between the subjects hereby disposed and the adjoining land belonging to the said Adrian Bailie Nottage Palmer.

Burden 4

Deed of Declaration of Conditions, recorded G.R.S. (Midlothian) 8 Mar. 1990, by Wimpey Homes Holdings Limited, proprietor of 18 acres of ground (under exception) (hereinafter referred to as "the subjects"), of which the subjects in this Title form part, sets forth and declares burdens &c. in the following terms:

(First)

There shall be reserved from the subjects, but subject always to the terms of the Coal Act 1938 and Coal Industry Nationalisation Act 1946, the whole coal, shale, limestone, marl, ironstone, clay, freestone, slate, marble and other stone, and all other mines, minerals and fossils, though not hereinbefore specially enumerated within and under the subjects WITH FULL POWER and LIBERTY to the owners thereof, but without entering on the surface of the subjects, to search for, work, win, raise, calcine, manufacture and carry away the said minerals and others and to do everything necessary for all or any of these purposes; DECLARING that the owners thereof shall be bound to make payment to the feuars or disponees of all damage which may be occasioned to the surface of the subjects or the

buildings erected or to be erected thereon as such damage shall, failing agreement, be ascertained by arbitration;

(Second)

The lots of ground shall be used solely for the purpose of the erection thereon of dwellinghouses, with relative offices and, if desired, garages; should a garage be erected on the site shown on our Estate layout plan approved by the Planning Authority the plans of said garage shall be submitted only to the Local Authority for Building Bye-Law approval and planning permission before erection but should said garage be erected on another location within the lot, the plans of said garage shall be submitted to us for prior written approval or otherwise and also where necessary to the Local Authority for Building Bye-Law approval and planning permission;

(Third)

The said houses shall be used solely as private dwellinghouses and for no other purpose whatsoever and none of the said houses shall ever in any way be subdivided or occupied by more than one family at a time and no additional buildings of any description shall be erected on said lots of ground without the written consent of us or our foresaids and (where necessary) of the Building Bye-Law and Planning Authorities and no alterations or additions shall be made on or to the buildings erected or to be erected without the written consent of conterminous proprietors and (where necessary) of the Building Bye-Law and Planning Authorities, but should the consent of the conterminous proprietors in our opinion be unreasonably withheld or delayed the proposed alteration or addition shall be considered by us whose decision shall be final and binding on the respective feuars or disponees; All the ground of each lot shall so far as not occupied by buildings as foresaid, be used as ornamental or garden ground in front and at the sides and as such, or as greens for drying clothes at the back, all in connection with the said dwellinghouses and for no other purpose whatsoever and shall be kept in a neat and tidy condition in all time coming; BUT DECLARING that where a specific area within any lot has been set aside by us for the purpose of drying clothes then this area alone shall be used for such purpose and the remaining area of said unbuilt on ground shall be used as ornamental or garden ground only;

(Fourth)

No van, trailer or commercial vehicle shall be parked within any lot; a caravan shall be permitted to be parked within any lot only with our prior written consent and that only if it is to be suitably sited to our entire satisfaction, it being hereby declared that we shall be sole judges as to whether or not a caravan is proposed to be suitably sited and our judgment shall be final and we reserve the right to refuse permission for the parking of any particular caravan within any lot; no vehicle shall be parked on the said ground in front of the building line, except that where there is a garage drive or parking space laid out by us and approved by the Planning Authority this may be used for the parking of one private car;

(Fifth)

Parties occupying the said houses are hereby expressly prohibited from carrying on in or on the said lots without the written consent of us or our foresaids any trade, business or profession and that whether or not such trade business or profession might in ordinary circumstances be deemed incidental or natural to the ordinary residential use of said houses and notwithstanding any rule or law to the contrary and said prohibitions against using the said lots for trade, business or professional purposes shall apply whether or not parties other than the proprietor of the particular house shall have a contractual right to use the said house for, or in connection with, or arising out of such trade, business or professional uses and none of the said houses shall be used or other buildings be erected on the subjects feued or dispoed for the sale of any wine or spirits or other excisable liquors nor for the making and manufacturing of any goods for sale; no board, card, plate or advertising notice of any kind shall be placed on the houses, ground, parapet walls or gates without our written consent; DECLARING that the said prohibitions shall apply to all members of the household or other persons occupying said houses and including also tenants and assignees and others;

(Sixth)

Nothing may be done on the said lots of ground or in the said houses to be erected thereon that may in the opinion of us and our foresaids be deemed a nuisance or occasion disturbance to co-feuars, co-disponees or their tenants or assignees;

(Seventh)

Divisional fences, walls and retaining walls between adjoining lots of ground shall be erected as to one half on each of the adjoining lots and shall thereafter be maintained by the adjoining feuars or disponees jointly in all time coming and the proprietors quoad their respective lots shall relieve us of all claims in respect of mutual fences, walls or retaining walls, DECLARING, however, that no divisional fences, walls or retaining walls (other than those erected by us) shall be erected or permitted in front of the building line without the prior written approval of us and, if necessary, of the Building Bye-Law and Planning Authorities; no alteration shall be made to said divisional fences, walls or retaining walls without our prior written consent; no boundary fences or walls fronting the respective lots towards the street or footpath bounding same (other than those erected by us) shall be permitted without the prior written approval of us (which approval will be given only in respect of a standard design and pattern) and, if necessary, of the Building Bye-Law and Planning Authorities; no walls, fences, trellis work, ornamental fencing or draught board fencing shall be erected or permitted in front of the building line but such walls, fences trellis work, ornamental fencing and draught board fencing shall be permitted to the rear of the building line provided same do not exceed five feet six inches in height and are approved in writing prior to erection by the conterminous proprietor or proprietors, but should such approval be unreasonably withheld or delayed the proposal for erection thereof shall be considered by us whose decision shall be final and binding on the respective feuars or disponees; DECLARING, however, that the divisional fences, walls or retaining walls shall not be used in any way as a support or strengthening for such walls, fences, trellis work, ornamental fencing or draught board fencing;

(Eighth)

Where the dwellinghouse erected on any particular lot is semi-detached, terraced or flatted the mutual gable between that house and the adjoining house shall be maintained at the mutual expense of the adjoining proprietors, and where a garage has been erected by us having a gable wall in common with that of an adjoining dwellinghouse or garage such gable wall shall be mutual and shall be maintained at the mutual expense of the adjoining proprietors; DECLARING that where a house, garage, fence or wall is built on or near the boundary between two adjoining lots the lot adjoining the lot with the house, garage, fence or wall thereon is hereby burdened with a heritable and irredeemable servitude right of access for the purpose of maintenance, repair or renewal of said house, garage, fence or wall and that in favour of the owner of said house, garage, fence or wall subject always to the latter being obliged to make good all damage to the surface occasioned thereby; DECLARING FURTHER that where a garage has been or is about to be built by us or by our feuars or disponees with its gable wall on the boundary, the proprietor of the adjoining plot will have a servitude right to use said gable wall as part of his own garage and that subject to the approval of the Planning and Building Bye-Law Authorities and subject also to the proprietor of said adjoining plot compensating respectively either us or our said feuar or disponee for one-half of the cost of said gable wall, such compensation to be mutually agreed and failing agreement to be fixed by an arbiter to be mutually appointed and failing agreement by an arbiter to be appointed by the Chairman of the Scottish Branch of the R.I.C.S. The decision of the arbiter shall be final and binding on both parties;

(Ninth)

Where a screen wall or fence or retaining wall has been constructed by us, and where trees, shrubs et cetera have been planted or are about to be planted by us in the garden ground of any of the dwellinghouses the proprietors of the same shall be bound to maintain the said screen walls or fences or retaining walls and said trees, shrubs et cetera in proper order in all time coming and we shall be allowed all necessary rights of access to each individual lot before or after occupation of said houses for the purpose of erecting said screen walls, fences or retaining walls or for planting said trees, shrubs et cetera;

(Tenth)

WHEREAS all necessary roads, footpaths, off-street parking areas, sewers and drains shall in the first instance be constructed by us or our agents or contractors the same shall be maintained by the feuars or disponees to the satisfaction of us or our foresaids in all time coming or until the same are taken over by the appropriate Local Authority or other public body and the respective feuars or disponees shall have a heritable and irredeemable servitude right of access over said roads, footpaths and off-street parking areas for all necessary purposes; DECLARING that where parts of the separate lots of ground to be feued off or disposed form part of a footpath the said parts of the said lots of ground shall be burdened with a heritable and irredeemable servitude right of access, wayleave and tolerance in favour of all the proprietors having access to the said lots of ground by said footpath;

(Eleventh)

Where two or more houses are served by the same sewer or drain (hereinafter called "the common sewer or drain") by the same rhone and down pipe (hereinafter called "the common rhone or down pipe") and/or by the same water pipe (hereinafter called "the common water pipe") and the same are not taken over by the appropriate Local Authority or Statutory Undertakers, the whole of the respective common sewer or drain, common rhone and down pipe and common water pipe will be owned by the owners of each house served by the same in common and the following provisions will apply thereto

(Primo) the expense of cleaning, maintaining or renewing the common sewer or drain, common rhone and down pipe and common water pipe shall be shared equally by the owners of the houses using same,

(Secundo) the expense of cleaning, maintaining or renewing the respective branch pipes leading from the said houses to the common sewer or drain and/or common water pipe shall be borne solely by the individual owners of the respective houses, specifically declaring that in the event of a blockage occurring at the junction of any such branch pipe with the common sewer or drain and/or common water pipe it shall be the responsibility of the owner of the house served by such branch pipe to have such blockage cleared and that at his or her sole expense,

(Tertio) the respective plot or plots through which the common sewer or drain, common rhone and down pipe and the common water pipe pass is hereby burdened with a servitude right of wayleave therefor and that in favour of the parties using same who shall be entitled to access thereto when required for the purpose of inspecting, maintaining or renewing the same, but subject always to the parties obtaining access making good and restoring all damage to the surface occasioned thereby; it being hereby declared that the servitudes hereinmentioned and the rights conferred hereby are to apply ipso facto to the respective lots without specific mention thereof in the individual conveyances of said lots to be hereafter granted and

(Quarto) in the event of the owner of the plot of ground through which the common sewer or drain and/or common water pipe pass erecting a building or buildings thereover, he shall be bound to protect or relay same to the satisfaction of the Local Authority at his own expense;

(Twelfth)

Where individual lots contain or are bounded by service strips, these strips may be laid out in grass by the respective feuar or disponee, but no plans, shrubs, trees, et cetera, or erections of whatsoever nature will be placed on said strips nor shall the feuar or disponee or their foresaids alter the surface levels or do anything within said strips which would be likely to damage services laid or to be laid within said strips or which would be likely to make access thereto more difficult; if said strips are outwith the curtilage of the individual lots, they shall remain in our ownership until taken over by the Roads Authority as part of the street, and the Roads Authority and all Statutory Undertakers and Local Authorities shall have rights of access at all times to the service strips whether situated outwith or within the individual lots without notice;

(Thirteenth)

The provisions of this Clause shall apply to those areas within the subjects which are not feued or conveyed to individual feuars or disponees for private ownership and which are laid out as open space or amenity ground, together with all footpaths crossing same and all fences or walls thereon (except such fences or walls as are bounding individual feus), all hereinafter referred to as "the amenity ground":

(One) The amenity ground shall be formed by us in terms of the Planning Permission relating thereto and once formed shall be maintained, repaired and renewed by the owners of all houses built or to be built within the subjects (who and whose successors are hereinafter referred to as "the said owners") to the entire satisfaction of us and our foresaids and of the relevant Local Authority and for that purpose there may be appointed a Factor,

(Two) The Factor shall be appointed by us in the first instance for a period of three years commencing from and after 1 Apr. 1990 (hereinafter referred to as "the initial period"). After the initial period, the Factor appointed by us shall continue in office until such time as another factor is appointed in terms of sub-paragraph (Fourteenth) (Six) hereof and

(Three) The Factor shall have the following duties, obligations and powers:-

(a) the Factor shall be responsible for instructing and supervising the maintenance, repair and renewal of the amenity ground and for apportioning the cost thereof equitably among the said owners;

(b) all expenses and charges for including Value Added Tax incurred for any work undertaken in respect of the maintenance, repair or renewal of the amenity ground (including without prejudice to the generality of the foregoing, the Factor's own expenses and charges) shall be payable to the Factor by the said owners (whether consentors or not) and the Factor shall have full power to apportion the costs among the said owners in such a manner as he considers to be equitable and to stipulate when such costs are to be paid; and

(c) in the event of any of the said owners failing to pay the proportion due of such expenses, costs and charges hereinbefore specified within one month after payment is demanded, the Factor shall be entitled to sue for and recover in his own name from any of the said owners so failing together with all expenses incurred on behalf of the remaining feuars or disponees. If said payment is not received by the Factor following upon an award by the Court within Twenty-one days after the date of decree for payment, the amount of the defaulting feuar's or disponee's share of repairs and maintenance and other charges including Court expenses shall be paid by the remaining owners jointly to the Factor, each of the said owners contributing in proportion to his appropriate share of the original costs and thereafter the remaining owners will be entitled to recover such amount from the defaulting owner;

(Fourteenth)

On completion of the housing development on the subjects (the housing development being known as "Brunstane Park Estate") or at such other date as we may decide we shall be entitled on giving three weeks previous notice in writing of our intention so to do, to call a meeting of all feuars or disponees then permitted the use and enjoyment of the amenity ground being an inaugural meeting for the purpose of forming an Association to be known as "The Brunstane Park Estate Association" in accordance with the Constitution hereinafter written and of appointing the Committee of Management therein referred to; In the event of failure of such meeting to form such Association or appoint such Committee the Factor appointed in terms of clause (Thirteenth) hereof shall continue to act as Factor in respect of the maintenance, repair and renewal of the amenity ground; the feuars or disponees by acceptance of their respective titles shall be held to have constituted the said Committee and Factor for maintaining, repairing and renewing the amenity ground. Without prejudice to the foregoing provisions the said Constitution with any modifications thereof duly adopted in terms thereof shall be deemed to be part of these presents and shall be binding on the feuars or disponees to the same effect as if the same had been incorporated in these presents and any levy imposed by the Factor or by the Association on the feuars or disponees as members of the said Association is hereby constituted a real burden on their respective feus or conveyances; and the Constitution of the Association shall be:-

"(One) The name of the Association is "The Brunstane Park Estate Association",

(Two) The object of the Association is to maintain to the satisfaction of us and our foresaids the amenity ground,

(Three) The members of the Association shall be all feuars or disponees of Wimpey Homes Holdings Limited or their successors in title to the subjects who shall, in terms of their title, have permission to use the amenity ground,

(Four) At the inaugural meeting of the Association to be called by Wimpey Homes Holdings Limited in terms of the members' titles and at every subsequent annual meeting the members shall select a Committee of not less than three and not more than seven members to hold office until the next annual meeting; the Committee shall select its own Chairman; Members of the Committee for the time being shall be Trustees ex officio of the Association; they shall be eligible for re-election,

(Five) The management of the affairs and funds of the Association shall be vested in the Committee,

(Six) An Annual meeting of the Association shall be held in the calendar year following the year of the inaugural meeting and in every subsequent year, to elect the Committee, approve the accounts and to transact the business of the Association; the Committee may at any time call a Special Meeting of the Association; after the initial period specified in Clause (Thirteenth) (Two) hereof the Committee may either re-appoint the existing factor or appoint another factor who shall have the same powers, duties and obligations as are specified in said Clause (Thirteenth) or decide not to appoint a factor in which latter event the Committee shall have the same duties, obligations and powers as the Factor as narrated herein,

(Seven) The Committee shall give seven days' prior notice in writing to every member of their intention to hold the annual or a Special Meeting,

(Eight) At every meeting each member present shall have one vote provided that where a title to a house is vested in two or more joint or pro indiviso owners the first named owner shall have one vote to the exclusion of the other owner or owners of such house,

(Nine) The Constitution of the Association may be altered at any meeting provided that notice of any proposed amendment shall have been included in the notice calling such meeting and

(Ten) In the event of the Local Authority deciding to adopt responsibility for the maintenance of the amenity ground or any part thereof and/or to accept a conveyance of the amenity ground or any part thereof the Association shall be bound to concur for their interest and the respective interest of each member in allowing the Local Authority to adopt or accept a conveyance as aforesaid";

DECLARING that there is hereby retained power to us and to our foresaids when the development of the said building estate is completed to execute and record a Supplementary Deed of Conditions defining and describing the extent and boundaries of the said amenity ground;

(Fifteenth)

In the event of the Local Authority, the Post Office or any Statutory Undertaker in exercise of their powers respectively deciding to erect any pylon, lamp standard or telegraph pole or jointing posts or overhead cables or to lay cables, sewers, drains, pipes or water mains within the ground of any of the said lots such rights may be exercised by them without any liability on our part;

(Sixteenth)

There shall be reserved to us and our successors as proprietors of the subjects full power and liberty to us and our foresaids the right

(a) to make and maintain connection with any existing drains, sewers, electric cables, gas and water mains within the subjects together with all necessary rights of access for this purpose and for the purpose of maintenance and renewal thereafter subject always to an obligation to restore the surface of the ground damaged thereby,

(b) to grant servitude rights of wayleave over the said lots of ground in favour of the respective feuars or disponees, adjoining proprietors to the subjects or to Statutory Undertakers to make and maintain connection with any existing drains, sewers, electric cables, gas or water mains within the subjects together with all necessary rights of access for this purpose and for the purpose of maintenance and renewal thereafter subject always to an obligation to restore the surface of the ground damaged thereby and

(c) to enter any feu whether occupied or not for the purposes of erecting any building on the adjoining feu, or of carrying out any necessary building maintenance, repair or renewal work, on said adjoining feu or for any other purposes considered by us to be necessary for the proper development of the subjects, subject always to our restoring the surface of the ground damaged thereby;

(Seventeenth)

The proprietors, tenants and occupiers of the said houses are hereby expressly prohibited from keeping poultry, ducks, birds, pigeons, rabbits, bees or other livestock or from breeding dogs, cats or any other animals or birds within each lot and such proprietors, tenants and occupiers shall not be entitled to keep more than one dog or cat within each lot and then only provided that such dog or cat shall not prove a nuisance to adjoining feuars, disponees or proprietors;

(Eighteenth)

The respective feuars or disponees and their foresaids shall be bound to insure against loss by fire with some reputable Insurance Company for the full replacement value of their respective subjects and to produce to us or our foresaids from time to time when required, the Policies of Insurance and the termly receipts for payment of the premiums and in the event of any of the said houses or any part thereof being destroyed or damaged by fire the respective feuars or disponees shall be bound to restore within one year after such destruction or damage the said dwellinghouse to the value thereof immediately prior to such destruction or damage and the whole sums to be received from the Insurance Company shall be expended at the sight of us or our foresaids in re-erecting said buildings or repairing the damage done by such fire and the said buildings shall be re-erected or restored so as to be in all respects consistent with the conditions above specified, the new plan or plans and specifications being first exhibited and approved by us and our foresaids; and

(Nineteenth)

IT IS HEREBY EXPRESSLY PROVIDED AND DECLARED that there is hereby retained power to us and our foresaids to make whatever alterations or deviations we may consider proper upon any of the plans of the said lots of ground or even to depart entirely therefrom and we expressly reserve to ourselves the right to alter or modify in whole or in part the foregoing conditions and in the event of our or their doing so the feuars or disponees shall have no right or title to object thereto and shall have no claim in respect thereof.

Note 1: The manager burdens in the foregoing Deed of Conditions are extinguished on 8 Mar. 1995 by virtue of section 63 of the Title Conditions (Scotland) Act 2003 and are shown only in so far as they affect/assist in the interpretation of other real burdens contained in the Title Sheet.

Burden 5

Disposition by George Wimpey UK Limited to Greenbelt Group Limited and their successors and assignees, registered 22 Sep. 2006, of ground lying generally to the southeast of the Brunstane Burn, Brunstane, Edinburgh, being the subjects registered under Title Number MID95174, of which the subjects in this Title form part, contains inter alia the following real burdens and servitudes:

Part 1 Interpretation

"Benefited Property" means (one) that area of ground extending to 18 acres described in Disposition to Wimpey Homes Holdings Limited, recorded G.R.S. (Midlothian) 5 Jul. 1984; (two) that area of ground extending to 5.03 acres described in to Wimpey Homes Holdings Limited, recorded G.R.S. (Midlothian) 21 May 1990; (three) those two areas of ground extending to 6.9 acres and 1.1 acres described in Contract of Excambion between the Trustees of the Brunstane 1983 Trust and Wimpey Homes Holdings Limited, recorded G.R.S. (Midlothian) 28 May 1992; (four) that area of ground extending to 4.2 acres described in Disposition to Wimpey Homes Holdings Limited, recorded G.R.S. (Midlothian) 3 Sep. 1991, (Fiche 2799 Frame 6); and (five) that area of ground extending to 0.64 hectare described in Disposition to Wimpey Homes Holdings Limited, recorded G.R.S. (Midlothian) 3 Sep. 1991 (Fiche 2799 Frame 1); under exception of the Burdened Property and the individual plots of land on the Development Land conveyed by the said George Wimpey UK Limited.

"Benefited Proprietors" means the said George Wimpey UK Limited and their successors as proprietors of the Benefited Property.

"Burdened Property" means the subjects hereby disposed, of which the subjects in this Title form part.

"Burdened Proprietors" means the said Greenbelt Group Limited and their successors as proprietors of the Burdened Property.

"Development Land" means the residential development site known as and forming Brunstane Phase 1, Brunstane Park Gardens and Hayricks Estates under exception of the Burdened Property.

"Disposition" means the Disposition by the said George Wimpey UK Limited in favour of the said Greenbelt Group Limited.

Part 3 Real Burdens affecting the Burdened Property:

1. The Burdened Proprietors shall manage any areas of structural woodland comprised in or planted on the Burdened Property at all times in accordance with generally prevailing principles of good silvicultural practice and at all times in accordance with the relevant provisions of the Deed of Conditions by Wimpey Homes Holdings Limited, recorded G.R.S. (Midlothian) 8 Mar. 1990, the Deed of Conditions by Wimpey Homes Holdings Limited, recorded G.R.S. (Midlothian) 8 Sep. 1992, and the Deed of Conditions by Wimpey Homes Holdings Limited, recorded G.R.S. (Midlothian) 15 Jun. 1994, and in particular and without prejudice to the foregoing generality in accordance with Management and Maintenance

Specification annexed and executed as relative hereto, and shall not be permitted to use the said woodland for any other purpose other than for the maintenance and management of such woodland provided that (i) the foregoing obligation and restriction shall cease to have effect at such time as the Development Land shall have ceased substantially to be used as a residential housing development and (ii) notwithstanding the foregoing, the Burdened Proprietors shall be entitled at all times to use such areas of structural woodland for such purposes as they in their sole discretion, but acting at all times in accordance with generally prevailing principles of good silvicultural practice, consider are necessary or appropriate as being ancillary to the maintenance and/or management of said woodland and in any event never in such a way as to cause detriment to the amenity of the residential housing development on the Development Land.

2. The Burdened Proprietors shall manage and maintain the amenity areas comprised in the Burdened Property at all times as landscaped open spaces in accordance with sound residential land management practice and at all times in accordance with the relevant provisions of the said Deeds of Conditions and said Management and Maintenance Specification and shall not be permitted to use such amenity areas for any other purposes provided that the foregoing obligation and restriction shall cease to have effect at such time as the Development Land shall have ceased substantially to be used as a residential housing development.

Part 4 Servitudes affecting the Burdened Property

The following servitudes are imposed on the Burdened Property in favour of the Benefited Property:

1. All necessary servitude rights of access reasonably required through the Burdened Property (first) for the purpose of constructing over and through the Burdened Property to the standard required by statutory authority (including adoptable standard where so required) a roadway or roadways with associated footpaths, verges, lighting and drainage and for all works properly and necessarily associated therewith as required by statutory authority from time to time, together with a servitude right to use said roadways and other once formed, for pedestrian and vehicular traffic to and from the Benefited Property to ground adjoining the Burdened Property, and to maintain, repair and renew said roadways and others, and (second) for the purpose of laying and thereafter maintaining pipes and other necessary utility conduits required to serve (a) the residential housing development constructed by the Benefited Proprietors on the Development Land and (b) any development to be constructed upon other ground adjoining the Burdened Property and for all works properly and necessarily associated therewith as required from time to time, provided always that all or any of the foregoing rights are (i) exercised in such manner as to cause the least practicable interference with the lawful and permitted activities and operations of the Burdened Proprietors upon the Burdened Property and in accordance with the reasonable prior written notice to and consultations with the Burdened Proprietors and (ii) subject to the Benefited Proprietors being responsible at all times for making good all damage caused to the Burdened Property or to any trees, buildings or other structures or property in or upon the Burdened Property to the extent that such damage arises out of the exercise by the Benefited Proprietors of said rights.

2. A right of pedestrian access and egress over the Burdened Property for recreational purposes and amenity use only of the Burdened Property, subject to the Benefited Proprietor causing such damage being responsible at all times for making good any damage caused to the Burdened Property or to any trees, buildings or other structures or property in or upon the Burdened Property to the extent that such damage arises out of the exercise by such Benefited Proprietor of said rights.

Note: The said Management and Maintenance Specification has not been annexed to the above Disposition.

LANDSCAPE MAINTENANCE SPECIFICATION

GENERAL

The works require to be carried out in implement of this Specification consist of the general landscape maintenance works to be carried out to approved horticultural/arboricultural principles and in accordance with the approved planning consent imposed in relation to the landscaping on Brunstane Terrace, Edinburgh.

LITTER PICKING

Litter- means paper, bottles, cans and sweet wrappers and other small paper, glass or plastic based products.

Debris - means stones, bricks, twigs and any storm damaged material.

Fly Tipping - means any material purposely dumped without authority on any part of the site, including but not limited to household rubbish, household appliances, furniture or garden waste.

On every visit all litter bins will be emptied and the whole site will be walked and litter will be picked collected and removed to an off site tipping or recycling facility. Debris and fly tipping will be removed by Greenbelt, but such removal may occur separate from the routine maintenance visit.

GRASS CUTTING

Prior to all grass cutting operations all litter and debris shall be collected and removed off site.

All arisings on roads, pathways and the like shall be removed before leaving site.

All growth at and around obstacles, fences lines, shrub beds and the like shall be cut at the same times as the grass.

Where there are bulbs in grass, cutting will not commence until at least 6 weeks after flowing.

Amenity Grass should be cut to the frequency sufficient to ensure that the height does not exceed 65mm and that it is cut to a height of 25mm.

Rough Grass should be cut between 4-7 times per annum.

Hay Meadows will be cut with arising lifted removed once per annum.

Wildflower Meadows will be cut on instruction either: once per annum, and arising lifted/removed; or twice per annum, but cut only and arising left in situ.

FERTILISING

All amenity grassed areas will have a Spring applicator of a selective weed and feed.

PLANTED AREAS Planted areas, include shrub, rose, herbaceous beds and hedge bases.

Cultivation

Where there is no covering of bark mulch beds will be forked at a frequency to ensure effective aeration of soil.

Where there is bank mulch covering, they will be topped up to a depth of 20mm to maintain a 50-75mm depth.

Weeds will be controlled by chemical or mechanical means at each visit and all dead vegetation removed.

Formative pruning will be carried out for each species at the appropriate time of the year.

Perimeter growth will be pruned as and when required.

All dead diseased dying or damaged plants, will be removed at each visit.

Edge Forming

All grass edges to shrub beds, tree pits and hedge rows etc shall be re-formed and maintained, using a half moon edging iron or similar to ensure a distinct edge. Soil edge shall be banked up to approx 45 degrees, and residual edgings shall be removed off site.

HEDGE CUTTING

Hedges shall be cut out with birds nesting season as defined in the Wildlife and Countryside Act 1981 as follows:

Amenity hedges will have top and sides cut at a sufficient frequency to maintain form, and

Agricultural hedges will have the top and sides cut once per annum.

STANDARD TREES

Standard trees will be checked and stakes and ties adjusted when necessary. Epicormic growth is to be removed as and when required.

Any dead or damaged trees (including any associated stakes) will be removed at every visit.

YOUNG WOODLAND

Young trees are classified those planted within the previous 5 planting seasons whereby successful establishment is the main priority.

Maintenance operations will consist of ring spraying around the base of each young tree to prevent competition from other ground cover.

Where there are stakes, ties, or tree guards these must be fit for purpose and not impede tree growth.

All pernicious weeds such as Rumex, Thistle, Ragwort, Willow herb, Himalayan Balsam will be actively controlled, Works will be carried out in accordance with BS 5837:2005

MATURE WOODLAND

Works carried out will be in accordance with BS 5837:2005

Mature woodland will have vegetation cut back from formal or informal footpaths throughout the woodland. All pernicious weeds such as Rumex, Thistle, Ragwort, Willowherb, Himalayan Balsam will be actively controlled.

A visual inspection will be made at each visit and any dead, diseased or damaged trees reported and logged by Greenbelt.

All mature woodland and trees will be audited annually for health of trees and for health and safety of public.

All recommendations and results identified by either visual inspection or the annual audit and which are necessary for either health & Safety reasons or to maintain the health of the tree will be acted upon by greenbelt following any required statutory approval from the relevant Local Authority Planning Department.

FENCE LINES, WALLS, PATH EDGED, HARD STANDING AREAS

All edges shall receive applications of herbicide at intervals sufficient to prevent encroachment.

Fencing will be inspected and repaired or tensioned as necessary.

All hard surfaces shall be kept weed and moss free. Where hard surfaces abut a grass area, the hard surface shall be kept free of grass encroachment.

Burden 6

Tree Preservation Order No.193 (Brunstane, Edinburgh) by City of Edinburgh Council (under Section 160 of the Town and Country Planning (Scotland) Act 1997) effective on 10 Jun. 2020 and confirmed on 09 Dec. 2020 and registered 22 Jan. 2021, contains conditions affecting trees or groups of trees (including prohibitions against the cutting down, topping, lopping, wilful destruction &c thereof), situated on that part of the subjects in this title edged yellow and labelled, W2, in yellow on the cadastral map.




Burden 7

Explanatory Note:

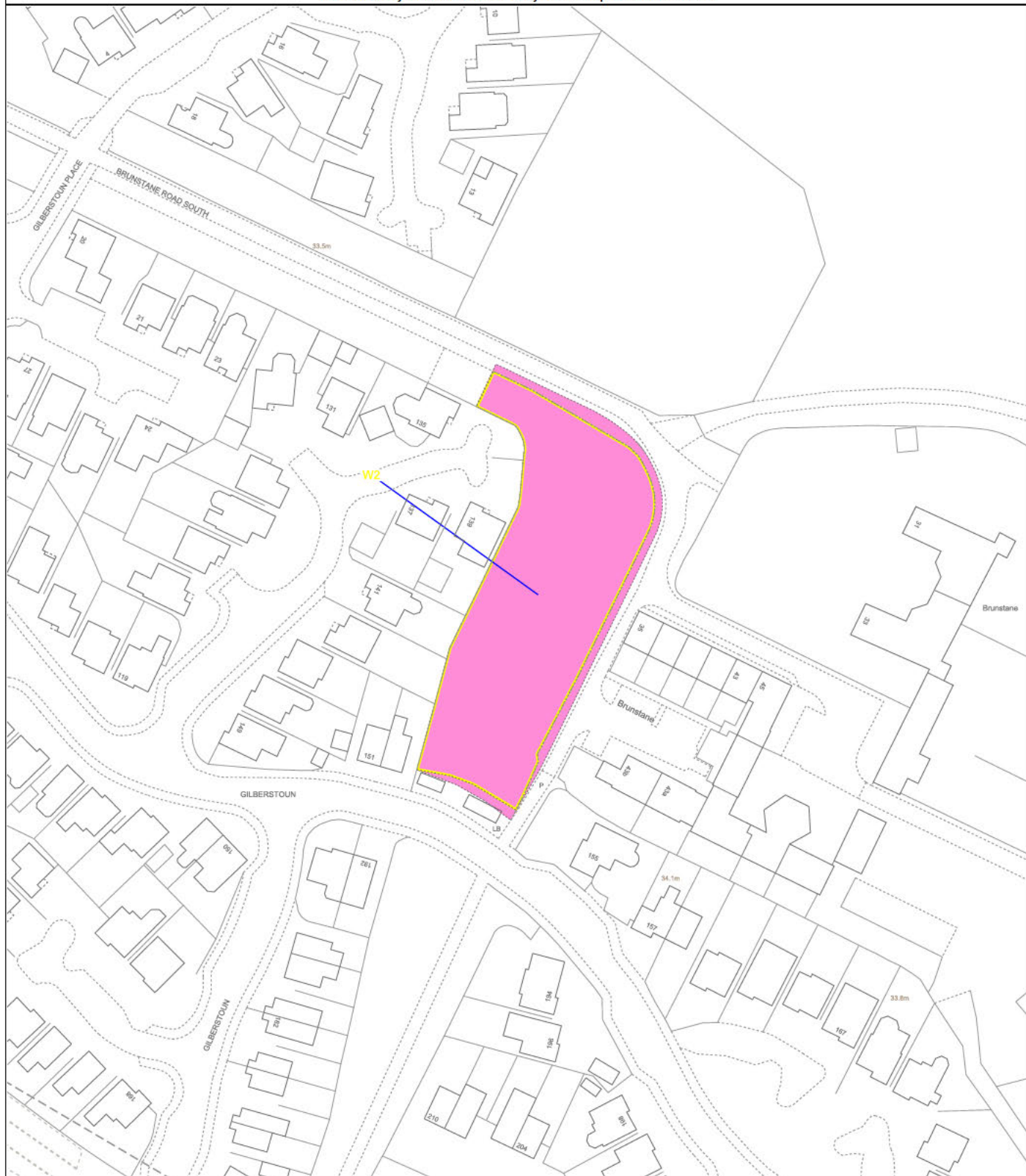
The descriptions of the burdened and benefited properties in any deed registered in terms of sections 4 and 75 of the Title Conditions (Scotland) Act 2003 in this Title Sheet are correct as at the stated date of registration of such deed. This is notwithstanding any additional information that may have been disclosed by the Keeper in respect of those properties.

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

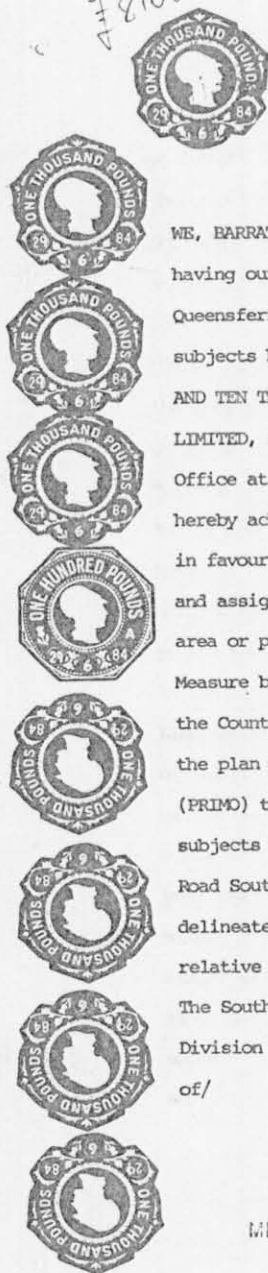
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	Version date	TITLE NUMBER	
	29/07/2022	MID233612	
	BRITISH NATIONAL GRID EASTING/NORTHING		
331685, 672427		Survey Scale	Print Scale
		1:1250	1:1250 @ A4

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WE, BARRATT EDINBURGH LIMITED, incorporated under the Companies Acts and having our Registered Office at Braehead Mains, Six hundred and Three Queensferry Road, Barnton, Edinburgh, heritable proprietors of the subjects hereinafter disposed IN CONSIDERATION of the sum of EIGHT HUNDRED AND TEN THOUSAND POUNDS STERLING paid to us by WIMPEY HOMES HOLDINGS LIMITED, incorporated under the Companies Acts and having their Registered Office at Twenty Seven Hammersmith Grove, London W6 7EN of which sum we hereby acknowledge the receipt and discharge them DO hereby DISPOSE to and in favour of the said Wimpey Homes Holdings Limited and their successors and assignees whomsoever, heritably and irredeemably ALL and WHOLE that area or piece of ground extending to Eighteen acres or thereby Imperial Measure being part and portion of the Lands and Barony of Duddingston, in the County of Midlothian and being the subjects shown delineated in red on the plan annexed and subscribed as relative hereto under exception of (PRIMO) that area of ground coloured green on the said plan which excepted subjects comprise the subjects lying on the South West side of Brunstane Road South, Edinburgh in the County of Midlothian described in and delineated and shown coloured pink on the plan annexed and signed as relative to Disposition by Major Charles William Hugh Baillie in favour of The South of Scotland Electricity Board dated Sixth and recorded in the Division of the General Register of Sasines applicable to the County of/

REGISTERS OF SCOTLAND
GENERAL REGISTER OF SASINES

COUNTY OF MIDLOTHIAN

Book 17737 Folio 187
Presented and Recorded on - 5 JUL 1984

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of Midlothian (formerly Edinburgh) on Twenty third both days of February
Nineteen hundred and Sixty six and (SECUNDO) that area of ground coloured
orange on the said plan annexed and subscribed as relative hereto
extending to Eight square yards Imperial Measure or thereby lying on or
towards the South West of Brunstane Road South, Edinburgh in the said
County and to the South East of the subjects (PRIMO) above excepted being
the subjects described in and delineated in blue and shown coloured pink
on the plan annexed and signed as relative to Disposition by Adrian Bailie
Nottage Palmer in favour of the South of Scotland Electricity Board dated
Twenty fourth March and recorded in the said Division of the General
Register of Sasines on Eleventh April both months in the year Nineteen
hundred and Eighty; Which subjects hereby disposed form part and portion
of the subjects described in and delineated on the plan annexed and signed
as relative to Disposition by The Benhar Coal Company Limited and
Liquidators thereof with consent therein mentioned in favour of Sir James
Miller dated Tenth and Eleventh November and recorded in the said Division
of the General Register of Sasines for publication and also as in the
Books of Council and Session for preservation on Tenth December all in the
year Eighteen hundred and Ninety; And we further DISPOSE to the said
Winpey Homes Holdings Limited and their foresaids all and sundry the whole
mines, metals, minerals, fossils, shale, ironstone, limestone, freestone,
sand, fireclay and all other minerals and substances of whatsoever nature
under or within the said lands and others hereby disposed but that only in
so/

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so far as we have right to the said minerals and others and can convey the right to others with the whole rights powers, privileges and faculties belonging or competent to us as proprietors of said minerals and others hereby disposed or in relation thereto in any manner of way; BUT ALWAYS WITH and subject to the whole conditions, provisions and obligations under which we hold the said minerals and others; TOGETHER ALSO WITH (One) the teinds of the whole subjects hereby disposed so far as we have right thereto; (Two) the pertinents, rights and privileges; (Three) the whole buildings and erections, fittings, fixtures, machinery in and upon the said subjects so far as belonging to us and (Four) our whole right, title and interest present and future, in and to the said subjects; BUT ALWAYS WITH AND UNDER in so far as still valid, subsisting and applicable the burdens, conditions, declarations, reservations and others contained in (First) the said Disposition by The Benhar Coal Company Limited and Liquidators thereof with consent in favour of Sir James Miller dated and recorded as aforesaid; (Second) Agreement between the Trustees of Sir James Miller and Andrew Henderson and Robert Wallace, Partners and Trustees for the Firm of Henderson and Wallace dated Twenty Eighth December Nineteen hundred and Twenty and subsequent dates and recorded in the said Division of the General Register of Sasines Seventh October Nineteen hundred and Twenty one; (Third) Agreement between the Trustees of Sir James Miller and the Lord Provost, Magistrates and Councillors of the City of Edinburgh dated Ninth June and subsequent dates and recorded in/

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in the said Division of the General Register of Sasines on Twenty first November all in the year Nineteen hundred and Twenty three; (Fourth) Agreement between the Trustees of Sir James Miller and the Lord Provost, Magistrates and Councillors of the City of Edinburgh dated Eighteenth November and subsequent dates and recorded in the said Division of the General Register of Sasines on Twenty fourth December all in the year Nineteen hundred and Twenty seven; AND ALSO WITH AND UNDER the following additional reservations, burdens, conditions and others, videlicet:- (First) There is reserved to us and to Adrian Bailie Nottage Palmer, residing at Manderston, Duns, Berwickshire as owner of the remaining parts of Brunstane Farm situated to the North East and South East of the subjects hereby disposed or others deriving right or title from the said Adrian Bailie Nottage Palmer or his successors a right of access over such roads as are formed by our said disponees from the said subjects hereby disposed to other property presently owned by the said Adrian Bailie Nottage Palmer adjoining the said subjects; (Second) our said disponees or their foresaids shall provide vehicular and pedestrian access (constructed to Local Authority Standard) through the subjects hereby disposed to a point to be mutually agreed having regard to the possible development of the adjoining land; and (Third) our said disponees or their foresaids shall be bound to erect and maintain stockproof fences between the subjects hereby disposed and the adjoining land belonging to the said Adrian Bailie Nottage Palmer; Which reservations, burdens, conditions and others are hereby created real and preferable burdens affecting/

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affecting the said subjects and are appointed to be set forth at full length or validly referred to in terms of law in all writs, transmissions and investitures thereof or any part thereof otherwise the same shall be null and void; WITH ENTRY as at the Twenty ninth day of June Nineteen hundred and Eighty four; And we grant warrandice but excepting therefrom all rights of way, electricity overhead and underground wayleaves, servitudes or rights and rights of access to the buildings or other erections on the said subjects or adjoining; And we consent to registration hereof for preservation: IN WITNESS WHEREOF these presents typewritten on this and the four preceding pages are together with the Plan annexed hereto, sealed with our Common Seal and signed for us and on our behalf by George MacLean and George Ellis Brown, two of our Directors, all at Edinburgh on the Twenty fifth day of June Nineteen hundred and Eighty four.

G. MacLean DIRECTOR
G. Ellis Brown DIRECTOR

REGISTER on behalf of the within named WIMPEY HOMES HOLDINGS LIMITED in the Register of the County of Midlothian.

Belfer

ML 17737

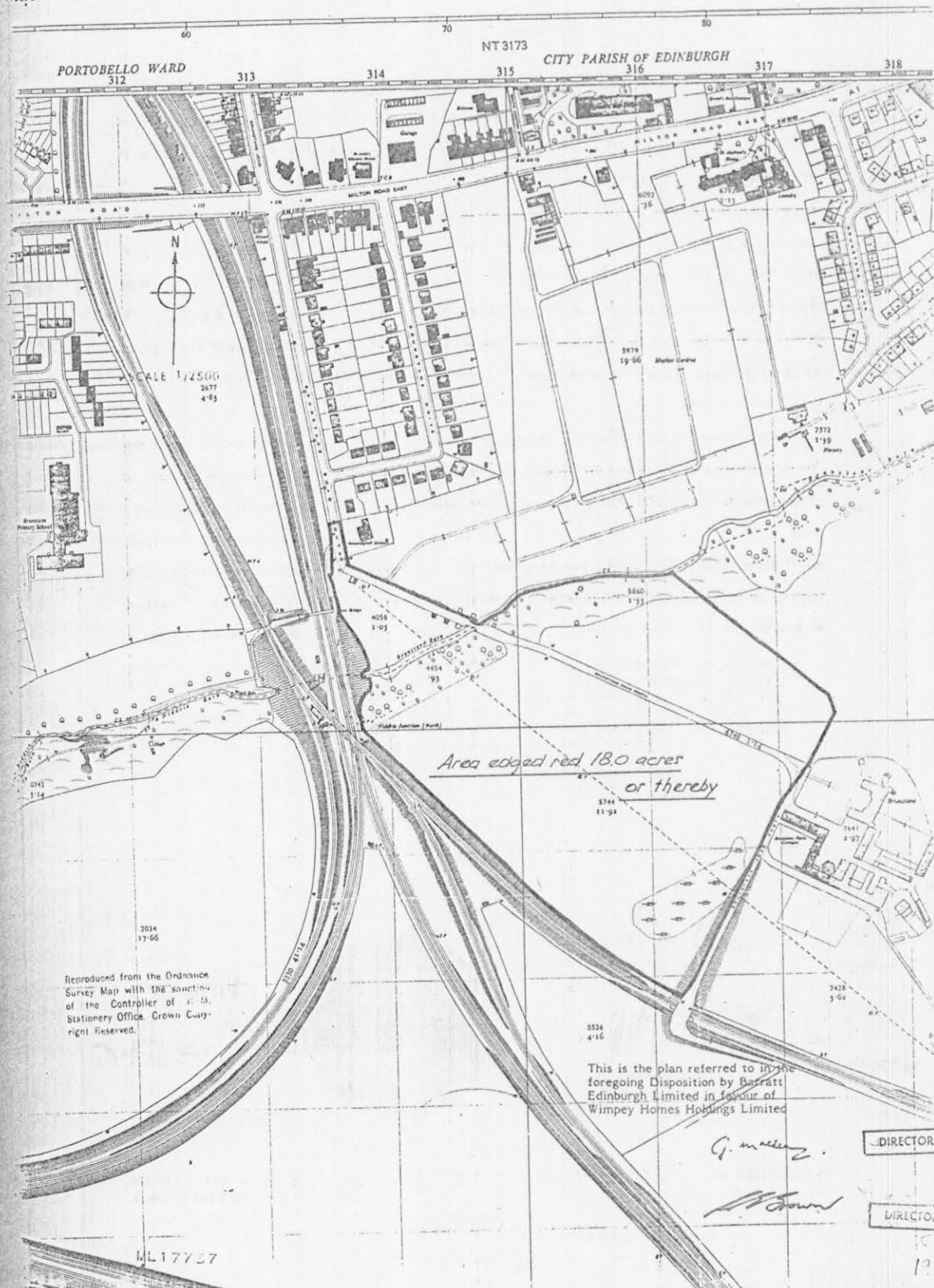
Solicitor, Edinburgh,
Agent.

191

Mile

The West half of this sheet is File 191 3012
The East half of this sheet is Plan NT 3172

PL





DO YOU CARE ABOUT YOUR COMMUNITY?

Get involved with your community council

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Drop in events across Edinburgh between November 2024 and February 2025

www.edinburgh.gov.uk/communitycouncils







City Plan 2030

Written Statement

November 2024



•EDINBURGH•
THE CITY OF EDINBURGH COUNCIL

To: "[REDACTED]" <[REDACTED]@edinburgh.gov.uk >;

Sent: Fri 07/02/2025 10:57

Reply-To: "Estates Research";

Subject: RE: Planning enforcement investigation: 20/00077/EOPDEV - Land Adjacent To Gilberstoun

Good Morning [REDACTED],

Although I cannot immediately identify who owns that area of ground with the shipping containers I believe there are two possible owners.

The plot is either part of 153 Gilberstoun's grounds but I see this to be unlikely, or it was never sold off as part of the development and is still owned by Wimpey.

The first attachment is the title deed for the whole development in favour of Wimpey Homes Holdings Limited.

The second attachment is a Council ownership/ interest plan for the area.

The third attachment is the most recent Title sheet for the land to the north of the area in question.

I hope this helps.

Thanks, [REDACTED]

[REDACTED] | Estates Research, Sustainable Development, Place ,
City of [REDACTED] Council, Waverle [REDACTED] Business Centre 1.5, 4 East Market Street , Edinburgh , EH8
8BG | [REDACTED]@edinburgh.gov.uk | [City of Edinburgh Council - Property Ownership](#)

Please note that the information provided herein is as it appears in the City of Edinburgh Council, Estates Department records and should not be relied upon for legal purposes. Our records reflect information provided to us by the City of Edinburgh Council's Legal Services Department. To establish the correct legal position you should contact the legal Services Department directly or alternatively consult your solicitor or Registers of Scotland.

From: [REDACTED] <P[REDACTED]@edinburgh.gov.uk>

Sent: 06 February 2025 18:25

To: Estates Research <Estates.Research@edinburgh.gov.uk>

Subject: Planning enforcement investigation: 20/00077/EOPDEV - Land Adjacent To
Gilberstoun

Good evening,

**Planning enforcement investigation: 20/00077/EOPDEV - Land Adjacent To
Gilberstoun**

Planning enforcement are investigating two unauthorised shipping containers on land on the north side of Gilberstoun.

For reference, the two shipping containers are shown in the following photograph and google earth image:

I have checked on Registers of Scotland and the land on which the containers are located does not show any results. The land immediately to the north is covered by Title number MID233612 which was last sold on 29 June 2022:<https://scotlis.ros.gov.uk/property-summary/MID233612/1>

Please can you:

- Provide details of who owns the land on which the containers are located?
- Confirm whether or not the Council has any ownership interest in the land on which the containers are located?
- Provide details of who owns the land immediately to the north (Title number MID233612)?

Many thanks



[Redacted] | Planning | Sustainable Development | Place Directorate
[Redacted] @edinburgh.gov.uk | www.edinburgh.gov.uk

You can access our services at www.edinburgh.gov.uk/planning-building

City Plan 2030 is now our adopted local development plan and will be used to inform planning decisions. See our webpage for more information.

City Plan 2030

Written Statement

November 2024



•EDINBURGH•
THE CITY OF EDINBURGH COUNCIL





To: "Estates Research" < Estates.Research@edinburgh.gov.uk >;

Sent: Thu 06/02/2025 18:25

Reply-To: "[REDACTED]";

Subject: Planning enforcement investigation: 20/00077/EOPDEV - Land Adjacent To
Gilberstoun

Good evening,

**Planning enforcement investigation: 20/00077/EOPDEV - Land Adjacent To
Gilberstoun**

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Please can you:

- Provide details of who owns the land on which the containers are located?
- Confirm whether or not the Council has any ownership interest in the land on which the containers are located?
- Provide details of who owns the land immediately to the north (Title number MID233612)?

Many thanks



[Redacted] | Planning | Sustainable Development | Place Directorate
r.martin@edinburgh.gov.uk|www.edinburgh.gov.uk

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City Plan 2030 is now our adopted local development plan and will be used to inform planning decisions. See our webpage for more information.

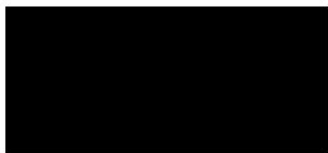






From: [REDACTED]
To: [REDACTED]@edinburgh.gov.uk >;
Sent: Mon 06/11/2023 15:56
Reply-To: "[REDACTED]"
Subject: Brunstane shipping container - sv 06.11.2023

○























From: [REDACTED]
To: "[REDACTED]@edinburgh.gov.uk >;
Sent: Wed 21/06/2023 13:19
Reply-To: "[REDACTED]
Subject: Gilberstoun - sv 30.11.2022



From: [REDACTED]
To: "[REDACTED]@edinburgh.gov.uk >;
Sent: Wed 21/06/2023 13:19
Reply-To: [REDACTED]
Subject: Gilberstoun - sv 30.11.2022









From: [REDACTED]
To: "[REDACTED]@edinburgh.gov.uk >;
Sent: Wed 21/06/2023 13:15
Reply-To: [REDACTED]
Subject: Gilberstoun - sv 14.02.2023



Memorandum

To Head of Planning
City of Edinburgh Council
Planning and Transport
Place
Waverley Court
4 East Market Street
Edinburgh
EH8 8BG

F.A.O Planning Local Team 1

From [REDACTED]

Date 4th July 2023

Your ref 23/02520/FUL
Our ref 23/02520/FUL

To whom it may concern,

Land 17m East of 153 Gilberstoun

Further to your consultation request I would like to make the following comments and recommendations concerning this application for the erection of dwelling house.

The site lies at the core of the historic estate associated with the A-listed 17th century Brunstane House located adjacent to the estates late-18th / early-19th century Steading. Archaeological investigations carried out across the steading in 2019 by NG Archaeology (NG report BFS019) has revealed evidence for earlier occupation dating back to the medieval period, with a scheduled cropmark located immediately to the North of the house and partially underlying the house's garden thought to be the remains of a possible moated site. However, the nature of the crop mark may also be interpreted as late Iron Age/ Early medieval square enclosure.

Accordingly, this application must be considered under terms of Scottish Government's Our Place in Time (OPIT), NPF4 Policy 7, PAN 02/2011, HES's Historic Environment Policy for Scotland (HEPS) and Edinburgh Local Development Plan (2016) Policy ENV 9. The aim should be to preserve archaeological remains in situ as a first option, but alternatively where this is not possible, archaeological excavation or an appropriate level of recording may be an acceptable alternative.

The development will require significant groundbreaking works associated with development which could reveal evidence for the origins and development of this historic Brunstane Estate dating back to the medieval period. Accordingly, it is essential that if permission is granted that a programme of archaeological work (strip, map, excavate & record) is undertaken prior to development in order to fully excavate and record any significant remains surviving across the site.

It is further recommended that as part of any agreed programme of archaeological works that a programme of public/community engagement is undertaken. The full the scope of which will be agreed with CECAS but may include public open-days, social media/press comms and temporary interpretation boards during development.

Director of Culture, Culture and Wellbeing, Place

City of Edinburgh Council Archaeology Service, Museum of Edinburgh, 142 Canongate, Edinburgh, EH8 8DD

[REDACTED] ; [REDACTED] [@edinburgh.gov.uk](mailto:[REDACTED]@edinburgh.gov.uk)

It is recommended that the following condition is attached if permission is granted to ensure that this programme of archaeological mitigation is undertaken:

'No development shall take place on the site until the applicant has secured the implementation of a programme of archaeological work (excavation, analysis & reporting, publication, public engagement) in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Planning Authority.'

The work must be carried out by a professional archaeological organisation, either working to a brief prepared by CECAS or through a written scheme of investigation submitted to and agreed by CECAS for the site. Responsibility for the execution and resourcing of the programme of archaeological works and for the archiving and appropriate level of publication of the results lies with the applicant.

Please contact me if you require any further information.

Yours faithfully

