

**MINUTE OF AGREEMENT**

**between**

**CITY OF EDINBURGH COUNCIL**

**and**

**FORTH PORTS PLC**

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**Granton Harbour, Edinburgh**

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***McGrigorDonald***

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## MINUTE OF AGREEMENT

between

THE CITY OF EDINBURGH COUNCIL  
constituted by the Local Government etc. (Scotland)  
Act 1994 and having their head quarters at Council  
Head Quarters, Wellington Court, 10 Waterloo  
Place, Edinburgh, EH1 3EG (who and whose  
successors are hereinafter referred to as "the  
Council")

and

FORTH PORTS PLC, a Company incorporated  
under the Companies Acts in Scotland (Number  
SC134741) and having its Registered office at  
Tower Place, Leith, Edinburgh, EH6 7DB (who are  
hereinafter referred to as "Forth")

### CONSIDERING:-

- (i) That the Council are the planning authority for the City of Edinburgh in terms of Section 1 of the Town and Country Planning (Scotland) Act 1997 ("the 1997 Act");
- (ii) That the Council are the Road Authority for the City of Edinburgh in terms of Section 151 of the Roads (Scotland) Act 1984 amended by section 180 and paragraph 135 (10) of Schedule 13 to the Local Government etc (Scotland) Act 1994.
- (iii) That the Council as planning authority are entitled in terms of Section 75 of the 1997 Act to enter into an agreement with any person interested in their district (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 described by the agreement.

- (iv) That Forth is the heritable proprietor of the Development Site as hereinafter defined.
- (v) That under the 1997 Act Forth Properties Limited, a wholly owned subsidiary of Forth, applied to the Council on 23<sup>rd</sup> February 2001 for Outline Planning Permission (under reference 01/00802 /OUT) for the Development Site for mixed use development including residential, commercial, retail and public amenity development, public open space provision and associated access, service and landscaping arrangements.
- (vi) That the Council has resolved to grant planning permission for the Development Site in outline under the 1997 Act for the mixed use development including residential, commercial, retail and public amenity development, public open space provision and associated access, service and landscaping arrangements (reference 01/00802/OUT) subject, *inter alia*, to the conclusion of an agreement under Section 75 of the 1997 Act.

NOW THEREFORE the Council and Forth DO HEREBY AGREE as follows:-

1. **Definitions**

In this Agreement the following words have the meanings ascribed to them as follows:-

"affordable housing contracts"

means a contract or contracts for sale by Forth of land within or forming part of the Development Site for the purposes of constructing affordable housing units (said sale to be at the market value at the time for land to be used for affordable housing) or a contract or contracts entered into by Forth to construct affordable housing units on part of the Development Site.

**"affordable housing land"**

means land marketed by Forth for the purposes of entering affordable housing contracts or constructing affordable housing

**"affordable housing units"**

means a residential unit which is held either under a shared ownership scheme, or is socially rented housing, or part of a subsidised LCHO or part of an unsubsidised LCHO, or other agreed format of housing ownership or use which is agreed by the Council (acting reasonably) or which is deemed in terms of this Agreement to be within the range of affordable housing.

**"Aggregate Industries land"**

means the area of land belonging to Forth as at the date of this Agreement and which is situated at Bath Road and which is shown demonstratively delineated in green on Drawing 6.

**"Cala Homes (CS) land"**

means the area of land at Constitution Street belonging to Forth as at the date of this Agreement but which is under contract for sale to Cala Management Limited and which is shown demonstratively delineated in blue on Drawing 6.

**"the Consent"**

means the Planning Permission (under reference 01/00802/OUT) to be issued by the Council in respect of the Development Site pursuant to the completion of this Agreement for mixed use development of the Development Site including residential, commercial, retail and public amenity development, public open space provision and associated access, service and landscaping arrangements.

"Development Site"

means the area of land belonging to Forth title to which is Registered as at the date hereof in the Land Register of Scotland under Title Number MID29481 and as at the date of this Agreement extending to thirty three (33.0) hectares or thereby and situated at Granton Harbour, Leith, Edinburgh and which is shown delineated in red on Drawing 1 and which is part and portion of All and Whole that area comprising part land and water lying to the north of Granton Square, Edinburgh in the County of Midlothian and forming part of Leith Docks, Edinburgh described in and shown delineated and outlined in red on the plan marked "Plan No. 1" annexed and subscribed as relative to Notice of Title in favour of Forth Ports plc dated and recorded in the Division of the General Register of Sasines for the County of Midlothian on Tenth March Nineteen Hundred and Ninety two

"Drawing 1"

means the Drawing marked "Granton Harbour Existing" annexed and executed as relative hereto.

"Drawing 2"

means the Drawing marked "Phasing Plan" annexed and executed as relative hereto.

"Drawing 3"

means the Drawing marked "Road Improvements between Granton Square and Trinity Crescent" annexed and executed as relative hereto.

"Drawing 4"

means the drawing prepared by Cooper Cromar dated May 03, numbered 00014/Dwg 4/Rev B and marked "LRT

	route at Granton Harbour" annexed and executed as relative hereto
"Drawing 5"	means the drawing marked "Granton Industrial Estate" annexed and executed as relative hereto.
"Drawing 6"	means the drawing marked "Tram Depot" annexed and executed as relative hereto.
"Drawing 7"	means the drawing marked "Eastern Corridor" annexed and executed as relative hereto.
"Drawing 8"	means the drawing marked "Waterfront Corridor" annexed and executed as relative hereto.
"Eastern Corridor"	means the area of roadway immediately to the east of Starbank Road, Edinburgh, said area being more fully detailed on Drawing 7.
"Eastern Corridor transport improvements"	means the items of work more particularly described in Part 1 of the Schedule.
"E.C. transport improvement contribution"	means the sum of money which is to be paid in terms of clause 4 of this Agreement.
"educational contribution"	means the sums to be paid to the Council in terms of clause 3 of this Agreement.
"education long stop date"	means 31 <sup>st</sup> July 2010 being the date by which the Council will require to have taken title to the Primary School Site.
"flatted residential unit"	means any residential unit which is not either a house or a maisonette.
"Granton Industrial Estate"	means that part of the Development Site currently occupied by industrial units the

extent of which is demonstratively shown by the outline on Drawing 5.

"housing consent"

means full planning permission for the erection of 25 or more residential units.

"housing developer(s)"

means any party who is a purchaser from Forth of any individual plot or series of plots situated within the Development Site for the purpose of residential development.

"implementation of housing consent"

means the date on which any housing developer informs the council in writing that it is implementing a housing consent by commencing the construction of residential units pursuant to such consent

"Index"

means the General Index of Retail Prices (All Items) exclusive of mortgage interest published by or on behalf of HM Government, or if that index ceases to be published or the basis upon which such index is calculated is substantially changed or rebased, such substitute or alternative index most likely to achieve an equivalent result as the parties may agree or, in the absence of agreement, as shall be determined pursuant to Clause 13 (Arbitration).

"Indexed"

means, in respect of any sum of money or any education contribution the relevant sum increased in accordance with the following formula:-

$$\frac{b}{a} \times c$$

- Where:
- a equals the Index published at July 2002;
  - b equals the Index for the latest month at the date of expiry of the relevant period for which an Index has been published;
  - and c equals the relevant sum to be indexed.

"Lower Granton Road area"

means the area of roadway at Lower Granton Road, Edinburgh, said area being more fully detailed on Drawing 3.

"market housing"

means residential units which are to be constructed on the Development Site which are not affordable housing.

"Phase 1"

means that part of the Development Site shown coloured yellow on Drawing 2

"Phase 2"

means that part of the Development Site shown coloured pink on Drawing 2

"Phase 3"

means that part of the Development Site shown coloured blue on Drawing 3.

"Photo Images"

means the aerial photos with information superimposed upon them prepared by Mott MacDonald (ten in number) bearing reference numbers 20311/EDIN/Tda/0116 to 0125 inclusive in each case being Rev P2 allocated "status PRE" copies of each of which are annexed and signed as relative to this Agreement as the Schedule Part 4.



**"Primary School Site"**

means a site at Caroline Park, Granton, Edinburgh or such other proximate location as may be determined by the Council in agreement with Waterfront Edinburgh Limited for the purposes of constructing thereon a new Primary School.

**"Registered Social Landlord"**

means a landlord registered with Communities Scotland the agency of the Scottish Executive with responsibility for Social Landlords as at the date of this Agreement or such successor agency as may be relevant at the applicable date.

**"residential plot(s)"**

means area(s) of land forming part of the Development Site which are sold by Forth to any housing developer(s)

**"residential unit"**

means any property constructed and designed for residential use of any sort and which term may apply individually or to a group of such units whether divided from one another either vertically or horizontally and which term also includes the affordable housing units. A block of residential units shall be taken to mean any self contained structure containing such units not necessarily the entirety of any housing development plot.

**"school site cost"**

means that part of the educational contribution which is attributable in terms of Clause 3.5 hereof to the cost of acquiring the Primary School Site

**"shared ownership"**

means a residential unit in which a Registered Social Landlord at the relevant time has ownership in part.

**"socially rented housing"**

means property owned, managed, leased or otherwise provided by a Registered Social Landlord (or such other body as may be approved by the Council).

**"specific travel plan"**

means a document or documents relating to the occupation of a building within a development to be used for commercial, further education or retail purposes setting out the measures by which the objectives of the strategic travel plan are to be achieved.

**"strategic travel plan"**

means a document or documents relating to that part of the Development Site to be used for commercial, further education or retail purposes which sets out the measures for discouraging the use of private cars to and from the development and encouraging the use of alternative means of travel including increased use of public transport. The measures to be considered in such travel plan are set out in Schedule Part 1 providing always that every such travel plan shall include measure 13 of Schedule Part 1.

**"subsidised LCHO"**

means a residential unit or units for which public funding will be available to subsidise owner-occupied housing to meet local needs.

**"tram depot site"**

means the area of land at Constitution Street Leith belonging to Forth as at the date of this Agreement extending to 1.182 hectares (2.92 acres) or thereby and which is demonstratively shown delineated in yellow blue and green on Drawing 6 and which also forms part and portion of All and Whole the subjects known as Leith Docks,

in the said County, being the subjects more particularly described (In the First Place) in and delineated and outlined in red on Plan No 1 annexed and subscribed as relative to Notice of Title in favour of Forth Ports PLC recorded (Fiche 693, Frame 11) in the Division of the General Register of Sasines for the County of Midlothian on 10<sup>th</sup> March 1992

"tram line route"

means the part of the route intended to be utilised by the Council adjacent to the Development Site for the construction of a tramway as such route is shown on Drawing 4, or such other route as may be settled upon between Forth and the Council from time to time as dictated by local conditions.

"total affordable housing units"

means the lesser of (a) 510 residential units and (b) the number which is 15% of all residential units to be constructed on the Development Site.

"total residential housing units"

means all residential units which are to be constructed on the Development Site.

"unsubsidised LCHO"

means property for which public funding will only be available to subsidise owner-occupied housing to meet local needs where the developer of the property can demonstrate, to the satisfaction of the Council, that the property will meet identified local housing needs that would not be met by the normal operation of the housing market.

"Waterfront Corridor"

means the area of roadway immediately to the east of Trinity Crescent, Edinburgh, as

such area is indicatively shown by the blue line on Drawing 8.

**"Waterfront Corridor transport improvements"** means the items of work more particularly described in Part 2 of the Schedule and as shown on Drawing 8.

**"Waterfront Corridor transport improvement contribution"** means the sum of money which is to be paid in terms of clause 4 of this Agreement.

## **2 Affordable Housing**

**2.1** Forth will allocate six areas on the Development Site for the development of affordable housing. Such areas will be as nominated by Forth and shall be located two within Phase 1, one within Phase 2 and three within Phase 3 and shall be set aside and available only for the construction of the total affordable housing units.

**2.2** Subject to the provisions of clause 2.3 hereof, Forth shall use reasonable endeavours to enter into affordable housing contracts which, individually or cumulatively, shall provide for the construction of, or the sale of land for the construction of, the following amount of affordable housing units within the Development Site by each of the following stages of development

**2.2.1** Within Phase 1 80 affordable housing units by the completion of 500 of the total residential housing units within Phase 1 as market housing,;

**2.2.2** Within Phase 1 162 affordable housing units by the completion of 800 total residential housing units within Phase 1 as market housing;

**2.2.3** Within Phase 2 100 affordable housing units by the completion of 450 of the total residential housing units within Phase 2 as market housing,;

**2.2.4** Within Phase 3 100 affordable housing units by the completion of 500 of the total residential housing units within Phase 3 as market housing,;

**2.2.5** Within Phase 3 200 affordable housing units by the completion of 900 of the total residential housing units within Phase 3 as market housing,;

- 2.2.6 Within Phase 3 248 affordable housing units by the completion of 1250 of the total residential housing units within Phase 3 as market housing;
- 2.3 The obligation specified in clause 2.2 hereof shall cease on
- 2.3.1 the date when affordable housing contracts have been entered into which, individually or cumulatively, provide for the construction of, or the sale of land for the construction of, affordable housing units which total no less than the total affordable housing units for the relevant Phase of the Development Site
- 2.3.2 The obligation specified in clause 2.2 hereof shall cease in respect of any of Phases 1,2 or 3 after the proprietor has exercised reasonable endeavours as required in terms of clause 2.2 hereof for a period of seven years in relation to that Phase(as specified in clause 2.4 hereof) whether or not affordable housing contracts have been entered into
- 2.4 For the purpose of this agreement the period before the date of implementation of the first housing consent for the construction of the relevant housing units on any of each of Phase 1, Phase 2 or Phase 3 of the Development Site ("the housing start date") shall not be counted in calculating the seven year period referred to in clause 2.3 hereof which seven year period shall count in respect of each individual Phase of the Development Site from the housing start date which is determined for that particular Phase.
- 2.5 Unless otherwise agreed with the Council, affordable housing shall not be provided on the Development Site in blocks of more than 100 residential units.
- 2.6 Of the total affordable housing units, Forth shall be bound to procure that 70% shall be allocated for socially rented housing and 30% shall be allocated for shared ownership schemes, subsidised LCHO and unsubsidised LCHO, or as otherwise may be agreed between Forth and the Council at the time of the development of any part of such affordable housing provision.
- 2.7 On the basis that a Registered Social Landlord is required through its charters from Scottish Communities to meet identified needs, Forth will be under no obligation to the Council to provide any further assurances or information regarding the affordability of housing where a Registered Social Landlord is involved and any housing with such an involvement in place will be deemed for the purposes of this Agreement to be affordable housing.
- 2.8 In the event that at the stage referred to at clauses 2.2.1 to 2.2.4 inclusive Forth has not entered into affordable housing contracts to provide for the construction of, or the sale of land for the construction of, affordable housing units as required by clause 2.2 hereof Forth

shall, in any event, be entitled to continue to permit the occupation of up to 2,500 of the total residential housing units as market housing provided the Council is reasonably satisfied that at the stage reached Forth have used reasonable endeavours to enter into affordable housing contracts.

2.9 In the event that affordable housing contracts have not been entered as required by clause 2.2.4 by the time 2,500 of the total residential housing units have been occupied then, subject to the provisions of this clause, no additional residential housing units shall be permitted to be occupied as market housing until affordable housing contracts as aforesaid have been entered into or until the occurrence of either of the events specified in clause 2.3 hereof.

2.10 In the event of there being a dispute as to the market value of affordable housing land, Forth or the Council may refer the dispute to the District Valuer for Scotland South East who shall act as an independent expert and whose decision on the matter shall be final.

2.11 It will not be necessary for 15% of the total relevant housing units in the implementation of each housing consent to be affordable housing units, and not all successors in title of Forth must exercise reasonable endeavours to enter into affordable housing contracts, provided always that, either individually or cumulatively, Forth or at least one successor in title of them to part or parts of the Development Site undertakes reasonable endeavours to enter into the affordable housing contracts referred to in the foregoing clauses.

2.12 The Council accepts that all necessary heritable and irredeemable and unrestricted servitude rights of access and egress for all purposes and for all types of traffic whether vehicular or pedestrian at all times may be reserved by Forth without restriction along with a right to install, maintain and renew, or to have a third party install, maintain or renew, services of all kinds in, over and under the land to be nominated as the land to be set aside for affordable housing and that without prejudice to the intended consent for such area for residential purposes all with a view to permitting any relevant adjacent area to be available for use for commercial purposes.

### **3 Infrastructure Contribution – Schools**

3.1 Subject to clauses 3.2 to 3.6 hereof, Forth shall be bound to procure in each sale of any residential plot within the Development Site that the housing developer(s) purchasing such will pay the educational contribution to the Council in accordance with the terms of this Clause 3. Said contribution is for the purpose of assisting the Council in the carrying out of

improvement works to schools as referred to in clauses 3.2 to 3.4 hereof to enhance the educational capacity of these schools.

- 3.2 The total contribution is calculated in the sum of £1,366 per flatted residential unit or for each other form of residential unit to be developed if other than flatted residential units shall be developed such sum being Indexed for all residential development sites.
- 3.3 Of this sum the contribution in respect of non-denominational primary schools is £593 (subject to Indexing as aforesaid) per flatted or other residential unit.
- 3.4 The contribution in respect of non-denominational secondary schools is £387 (subject to Indexing as aforesaid) per flatted or other residential unit.
- 3.5 The School Site Cost being the contribution in respect of land acquisition costs is £386 (subject to Indexing as aforesaid) per flatted or other residential unit.
- 3.6 The housing developer(s) shall be bound to pay the contribution as determined by multiplying the number of flatted or other residential units for which its relevant plot receives consent by the sum of £1,366 Indexed to the date of such consent. The sums will be paid as at the date on which the housing developer commences the development of any block of flatted residential units or other form of residential units on its site with the sum then due being the sum determined by reference to the number of flatted or other residential units to be constructed in the particular block of flats or section of development then being commenced. No block of flatted residential units or section of other residential development shall be commenced in advance of the payment by the relevant housing developer of the applicable educational contribution.
- 3.7 Any sums paid by the housing developers to the Council in terms of this Clause 3 above shall be placed by the Council into an interest bearing account in the name of the appropriate housing developer in order to achieve the highest practical interest rate in accordance with the principles of sound financial management.
- 3.8 In the event that the site which is conveyed to the Council for the purposes of construction of a primary school at Granton is less than one hectare in area the sum per flatted residential unit to be contributed will be subject to a pro rata reduction in the same proportion which the area conveyed bears to one hectare. The sum payable per flatted residential unit will be  $£386 \times \frac{A}{1}$  where A is the area of the site expressed in hectares. In addition in the event that sums in respect of the land acquisition cost have been paid by housing developers at the full rate of £386 per unit prior to the date on which the Council takes title to the Primary School

Site and the area of the Primary School Site which the Council takes title is less than one hectare the Council and the housing developer will forthwith recalculate the sum due per unit. Once determined the sums already paid in respect of the School Site Cost will be reconciled against the sums which are properly due and a repayment of sums overpaid will be made by the Council to the housing developer within twenty one days of the sums being finally determined together with interest as earned thereon.

- 3.9 In the event that the Council does not take title to the Primary School Site prior to the education long-stop date, School Site Cost shall be repaid by the Council to the appropriate housing developer together with any accrued interest and that within twenty one days of the expiry of the education long stop date.

**4 Infrastructure Works – The Eastern & Waterfront Corridors and Lower Granton Road realignment**

- 4.1 Forth shall pay an E.C. transport improvement contribution to facilitate the Eastern Corridor transport improvements. Said contribution shall not exceed £115,000 Indexed to the date of payment and is subject to the provisions in clauses 4.6 to 4.7 hereof.

- 4.2 Forth shall pay a Waterfront Corridor transport improvement contribution to facilitate the Waterfront Corridor transport improvements. Said contribution shall not exceed £50,000 Indexed to the date of payment and is subject to the provisions in clauses 4.6 to 4.7 hereof.

- 4.3 Forth shall pay the Lower Granton Road realignment contribution to facilitate realignment of Lower Granton Road as shown on Drawing 3. Said contribution shall not exceed £1,000,000 Indexed to the date of payment and is subject to the provisions in clauses 4.2 to 4.5 hereof. The obligations set out in Clauses 4.1, 4.2 & 4.3 hereof are in substitution for those set out in the Section 75 Agreement entered into between Forth and the Council in relation to Western Harbour Leith dated 28<sup>th</sup> June 2002 and not in addition to the contributions which are in respect of the same works.

- 4.4 Along with the notice requiring payment by Forth of the Lower Granton Road realignment contribution the Council will provide to Forth a copy of the priced bill of quantities which relates to the works to be carried out utilising such contribution. In the event that such bill discloses a sum lower than the Indexed sum of £1,000,000 (exclusive of VAT) such lower sum will be the maximum amount required to be paid by Forth as the Lower Granton Road realignment contribution.



- 4.5 For the Lower Granton Road realignment works any sums paid by Forth to the Council in terms of clauses 4.1 and 4.4 hereof shall be paid no less than 28 days before the relevant works are respectively programmed to start on site. In the event that the works are not commenced within 120 days of the programmed start date, any funds paid by Forth to the Council in terms of clauses 4.1 and 4.4 shall be repaid to Forth together with any interest accrued thereon from the Council having held the sums on a reasonable and appropriate interest bearing account as the Council will be due to do.
- 4.6 Any sums paid by Forth to the Council in terms of clauses 4.1 and 4.4 shall not be used for any other purpose than the implementation of the relevant works as appropriate.
- 4.7 In the event that the Council does not utilise all of the sums paid by Forth in terms of clauses 4.1 to 4.4 hereof by 31<sup>st</sup> January 2012, any outstanding sums held by the Council together with any accrued interest shall be immediately repaid to Forth.

## **5 Tram Line Route**

- 5.1 Forth shall retain title so far as within their ownership as at the date of this Agreement to the tram line route or such other route as Forth and the Council shall agree together with land reasonably required for any tram stops along the tram line route. The Council and Forth will together use all reasonable endeavours to procure that the extent of land to be occupied by and required for the tram line route and associated tram stops will be minimised so far as practicable. It is accepted by the Council that no warranty is given as to existing site conditions along the tram line route.
- 5.2 In the event that the Council notifies Forth prior to 1 January 2020 that it requires the tram line route then Forth (or the relevant heritable proprietor of the affected land as the case may be as Forth shall be bound to use reasonable endeavours to procure) shall convey the land forming the solum of the tram line route to the Council at no cost to the Council and that within not more than fourteen working days after the date of Royal Assent being granted for a Parliamentary Order for the construction of the Tram Line. Such conveyance will be granted by means of a duly subscribed conveyance in statutory form in terms of the Lands Clauses Consolidation (Scotland) Act 1845 or the equivalent provision as may be then applicable and incorporating a taxative plan. Each party shall bear its own costs associated with the transfer of such land). The Council acknowledges that such land is in part affected by long leasehold interests and that as between Forth and the Council it will be for the Council to procure the partial renunciation of such interests to the extent required by means of Compulsory Purchase powers if necessary. Forth will fully cooperate with the Council in this regard.

- 5.3 Forth undertakes save to the extent hereinafter specified not to construct without the approval in writing of the Council (which consent will not be unreasonably withheld or a decision thereon unreasonably delayed) any permanent road crossings nor alter any ground levels or locate any services within the tram line route until such time as the Council notifies Forth in writing that it does not require the transfer of the tram line route or 1 January 2020 whichever is the earlier date **SAVE THAT** Forth shall be entitled without requiring the further consent of the Council to construct the principal transport corridor to serve the Site (being Middle Pier Road or such other route or routes as may be determined in substitution for such Road), form such other roads, associated services and other works anticipated by and incorporated by reference in the Planning Permission and to construct such other services and others as are reasonably required in connection with the development of the Site provided always that in forming such roads, installing such services and carrying out such other works Forth will have due and proper regard to the need to ensure that in crossing the tram line route the roads, services and other works are designed and located in a way which will enable them to be maintained replaced and investigated or renewed all without disruption to the structure of the tram line route and the continuous uninterrupted operation of the tram.
- 5.4 In the event that construction of the tram line has not been commenced on the tram line route by 1 January 2020 the tram line route (to the extent by that date conveyed by Forth to the Council) shall be re-conveyed by the Council to Forth at no cost to Forth within fourteen days whereupon the obligations in Clauses 5.1, 5.2 and 5.3 above will cease to have effect. It is hereby agreed that each party shall bear its own costs associated with the transfer of the tram line route.
- 5.5 In the event that on or prior to 1 January 2020 the Council the Council has at any time notified Forth in writing that it no longer intends to develop the tram line route Forth will forthwith be entitled to develop the extent of the tram line route within its title for any other purpose and shall not be bound by clause 5 hereof..
- 5.6 At such time as the Consent is to be implemented in respect of Phase 3 the parties will agree upon the building line and tram line adjacent to Phase 3.
- 5.7 The parties acknowledge that the Photo Images demonstrate the intended route for the Tram line between the Development Site and the Tram Depot Site as envisaged at the date of this Agreement.

## 6 Cycle Route

- 6.1 Forth shall provide a continuous cycle route through the Development Site from Lower Granton Road at Granton Square to West Harbour Road as detailed in the Consent.

**7 Improvements to Granton Square**

- 7.1 The Council requires that the road layout arrangement at Granton Square should be improved following the grant of the Consent on account of the anticipated increase in traffic flows arising out of the development to be undertaken on the Development Site and other neighbouring developments. Forth have agreed that they will contribute to this requirement by undertaking to procure that appropriate road realignment works are completed free from cost to the Council in accordance with the terms of this Clause 7.

- 7.2 Forth and the Council agree that the form of these works will be the signalisation of the existing Granton Square roundabout. The principle of the design will involve traffic management by the use of traffic signals at each of the road entrances to the roundabout in order to facilitate vehicle and pedestrian movements and improve pedestrian safety. The parties agree that the works will be completed to a standard to permit the Council to adopt same for future maintenance and fully in accordance with the Road Construction Consent criteria at the time adopted by the Council.

- 7.3 Forth and the Council, each party acting reasonably, will develop the design and appropriate phasing for the road realignment works. In the course of agreeing the design of such works the parties will also develop a programme for the completion of the works by 30 June 2006 or such alternative date as the parties may otherwise agree. The Council will ensure that its nominated representatives provide prompt and appropriate assistance and responses to queries raised by or on behalf of Forth in this regard.

- 7.4 The Council as Roads Authority will be responsible for procuring all requisite consents, orders and notifications to permit the road realignment works to be undertaken. Forth will have no liability for the sufficiency or validity of that process and the Council will advise Forth in writing of the completion of that process. The Council will provide certified copies of all orders and notices to Forth on request.

- 7.5 The Council will be responsible for ensuring that access will be provided to the areas of land which are within the control or ownership of the Council and which are affected by or likely to be affected by the road realignment works to Forth and their contractors and professional advisers as required. The Council will provide written confirmation to Forth on request of all arrangements made in this respect and undertake to ensure that such access will be

provided without cost to Forth. To the extent appropriate or requisite the Council will appoint Forth to act on behalf of the Council in connection with the carrying out and completion of the road realignment works.

7.6 The Council will make available to Forth all information in its possession in relation to the route of services within its control or for which it is responsible in so far as situated within the ground affected or likely to be affected by the road realignment works. The Council will carry out a detailed safety audit of the scope of works at the earliest practicable opportunity.

7.7 The design to be adopted will incorporate the most practicable available technical solution not incurring excessive cost.

7.8 In the event of the parties failing to agree on the appropriate design despite each having applied all reasonable endeavours in that regard it shall be open to either party to refer the matter for determination to an independent expert. The independent expert will not have a remit to make any determination in respect of matters which are of relevance to the prospective adoption of the works following completion it being accepted by the parties that since future liabilities in this respect will accrue to the Council then the Council will be solely entitled to determine such matters. The party proposing to make such referral shall first intimate its intent to the other party providing a reasonable period of time within which any particular matter of dispute shall be resolved between the parties. Failing resolution within that period the independent expert will be called upon to resolve the matter. Such reasonable period shall be not less than fifteen working days. The independent expert shall be such suitably qualified and experienced individual as shall be agreed between Forth and the Council or as may be nominated following the application of either party by the President or senior office bearer at the relevant time of the Institute of Civil Engineers in Scotland. The independent expert shall conduct the process of resolving the matter of dispute as he shall see fit but that in order to procure a reasonably expeditious solution. The costs of the independent expert will be borne equally between the parties or otherwise as the independent party shall direct.

7.9 Forth will instruct a suitably qualified and reputable contractor to undertake the works and will procure that the works are undertaken using good quality materials and in a good and workmanlike manner in accordance with the agreed design and consents and programme subject only to delays or extensions of time arising from causes which are beyond the reasonable control of Forth.

8 **Granton Industrial Estate**

8.1 Over time it is proposed that the extent of Granton Industrial Estate will be developed with uses which are compatible with the overall development proposed for the Development Site in terms of the Consent.

8.2 With this process in prospect and to promote the amenity of the Development Site in the interim Forth undertakes that from the date of this Agreement if any unit over which Forth has control as Landlord within Granton Industrial Estate falls vacant then any subsequent letting of that unit shall only be to a party and for a use which is within Use Class 4 of the Town and Country Planning (Use Classes) (Scotland) Order 1997. This commitment will not bind Forth in respect of any unit in relation to which there is in place as at the date of this Agreement an interposed lease in terms of which a third party has the power to control the letting of units at Granton Industrial Estate unless Forth acquires the Landlord's interest in the interposed lease or the interposed lease expires or is renounced subsequent to the date of this Agreement.

## 9 The Travel Plan

9.1 Prior to the occupation by more than (a) 30 employees of any commercial, or retail business within the Development Site or (b) 30 employees or students of any further education premises within the Development Site, the owner of the building occupied by said employees or students shall submit a strategic travel plan for the approval by the Council, which approval shall not be unreasonably withheld. The strategic travel plan shall have regard to the practice of the Council at the time of preparation or submission of the strategic travel plan and to statutory requirements and government guidance issued from time to time and in force at the date of the strategic travel plan.

9.2 Within 12 months of occupation by more than (a) 30 employees of any commercial, or retail business within the Development Site or (b) 30 employees or students of any further education within the Development Site the owner of the building occupied by said employees or students shall submit a specific travel plan for that building for approval by the Council which approval shall not be unreasonably withheld. The specific travel plan shall have regard to the practice of the Council at the time of the preparation or submission of the specific travel plan and to statutory requirements and government guidance issued from time to time and in force at the date of the plan.

9.3 Within three months of the approval by the Council of the specific travel plan submitted in relation to any commercial, further education or retail building within the Development Site, the owner of that building shall implement and maintain the implementation of the measures identified in the approved specific travel plan. The specific travel plan shall be reviewed

annually from the date of its initial approval by the Council until the expiry of five years from that date and, thereafter, no less regularly than once every two years or such longer period as may be agreed with the Council. The review of the specific travel plan shall include details of any monitoring conducted in compliance with the specific travel plan and analysis of the extent to which the objectives of the specific travel plan has been achieved.

- 9.4 If any review of the specific travel plan shows that the objectives of the specific travel plan have not been met in respect of the building to which the specific travel plan relates, the owner of that building shall enter into discussions with the Council to agree such additional steps as may reasonably be required by the Council to achieve the objectives of the specific travel plan.

#### **10 Tram Depot**

- 10.1 Forth shall reserve title to the tram depot site in order to facilitate the construction thereon of a tram depot for such period as is hereinafter specified.
- 10.2 Forth shall not develop the tram depot site for any other purpose before 1 January 2020 or such earlier date upon which the Council notifies Forth in writing that the Council does not require to develop the tram depot site.
- 10.3 In the event that the Council notifies Forth prior to 1 January 2020 that it requires the tram depot site then Forth (or the relevant heritable proprietor of the affected land as the case may be as Forth shall be bound to use reasonable endeavours to procure) shall convey the tram depot site to the Council at no cost to the Council and that within not more than fourteen working days after the date of Royal Assent being granted for a Parliamentary Order for the construction of the Tram Line. Such conveyance will be granted by means of a duly subscribed conveyance in statutory form in terms of the Lands Clauses Consolidation (Scotland) Act 1845 or the equivalent provision as may be then applicable and incorporating a taxative plan. Each party shall bear its own costs associated with the transfer of such land).
- 10.4 In the event that construction by the Council has not been commenced on the tram depot site by 1 January 2020 the tram depot site (to the extent by that date conveyed by Forth to the Council) shall be re-conveyed by the Council to Forth at no cost to Forth within fourteen days whereupon the obligations in Clauses 10.1, 10.2 and 10.3 above will cease to have effect. It is hereby agreed that each party shall bear its own costs associated with the transfer of the tram depot site.

- 10.5 In the event that on or prior to 1 January 2020 the Council the Council has at any time notified Forth in writing that it no longer intends to develop the tram depot site Forth will forthwith be entitled to develop the tram depot site for any other purpose and shall not be bound by clause 10.2 hereof.
- 10.6 Forth shall use reasonable endeavours to acquire vacant possession of the Aggregate Industries land after the Council has notified Forth in writing of their intention to develop the tram depot site. In the event that Forth is successful in so doing, Forth will, in addition to the provisions in clause 10.1 hereof, reserve the Aggregate Industries land for such purposes incidental to or associated with the construction of the tram depot on the tram depot site as may be agreed between the parties.
- 10.7 Forth shall use reasonable endeavours to acquire vacant possession of the Cala Homes (CS) land. In the event that Forth is successful in so doing, Forth will, in addition to the provisions in clause 10.1 hereof, reserve the Cala Homes (CS) land for such purposes incidental to or associated with the construction of the tram depot on the tram depot site as may be agreed between the parties.
- 10.8 Forth reserves all rights to build over the tram depot site above the height reasonably required for the operation of the tram depot, for whatever purpose deemed reasonable by Forth and the title to be granted to the Council will make suitable provision to ensure that all necessary rights to enable Forth to procure such building over the tram depot site are reserved to Forth. In the event of Forth determining to build over the tram depot site as aforesaid Forth will procure that the Council are kept free from all costs arising in that regard.
- 11 **Western Breakwater**
- Forth will procure that the structure of the Western Breakwater forming the Western boundary of the Development Site will be incorporated as part of the common parts of the Development Site following the development in order that its future maintenance will form the obligation of proprietors of the Site and in particular to ensure that no liability for future maintenance of the Western Breakwater will accrue to the Council or its successors as Coast Protection Authority.
- 12 **Discharge**
- 12.1 The Council shall grant a discharge of these presents as soon as reasonably practicable upon the completion of the obligations in terms of the Consent (and any variations thereof from time to time).

- 12.2 The Council shall grant a partial discharge of this Agreement forthwith upon Forth presenting to the Council written evidence demonstrating that the provision in respect of which a discharge is sought has either been fully complied with or is no longer applicable. In the event that the Council shall unreasonably withhold or delay the grant of such discharge and it is apparent from the terms of this agreement that the relevant provision is no longer applicable Forth shall be entitled to proceed on the basis that such a discharge shall be deemed to have been granted.

### 13 Arbitration

- 13.1 Save where specifically otherwise provided in this agreement if any dispute or difference between the parties hereto arises under this Agreement then the parties agree that such dispute or difference shall be and hereby is referred to the arbitration of a person to be agreed upon between the parties, or failing agreement within 10 working days after either party has given to the other a written request to concur in the appointment of an arbiter, a person to be appointed on the request of either party to the Chairman for the time being of the Chartered Institute of Arbitrators (Scottish Branch). The law of Scotland shall apply to any arbitration under this clause. The arbiter shall have the powers contained in the Arbitration Rules (as the same may from time to time be amended) of the Chartered Institute of Arbitrators (Scottish Branch). The award of the arbiter shall be final and binding on the parties subject to the provisions of Section 3 of the Administration of Justice (Scotland) Act 1972 save that these provisions will not apply where rule 20.5 of the said Arbitration Rules apply. If and in so far as this Agreement leaves any matter or thing to the decision or opinion of any person (including any account, requirement or notice) the same shall not prevent the arbiter, in determining the rights and liabilities of the parties hereto, from making any finding necessary to establish that such decision or opinion was correctly made, or expressed on the facts found by the arbiter or to establish what or what other decision or opinion should have been made or expressed and giving effect thereto as if no opinion had been made or expressed.
- 13.2 Once missives of sale have been concluded for any residential unit, the residential unit to which those concluded missives relate and any ground associated with the said residential unit which is the subject of the concluded missives will be free from the provisions and obligations as set out in this Agreement and such obligations and provisions shall not require to be referred to or included in the Land Certificate in respect of that residential unit.

### 14 Notices



- 14.1 Any notice or other communication to be given under, or in connection with the matters contemplated by, this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or by facsimile to the address and for the attention of the relevant party as set out above (or as otherwise notified by that party hereunder). Any such notice shall be deemed to have been received:-

if delivered personally, at the time of delivery;

in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and

in the case of facsimile, at the time of transmission.

For the avoidance of doubt notice given under this Agreement shall not be validly served if sent only by e-mail.

**15. Registration**

- 15.1 Forth shall not sell, burden, feu or lease the Development Site or any part thereof prior to the registration of these presents in the Land Register of Scotland or their recording in the General Register of Sasines. Registration or recording of these presents as aforesaid will be undertaken by the Council within fourteen days of the last date of execution hereof and three extract copies of this Agreement will be provided by the Council for the benefit and use of Forth. The plans to be annexed to this Agreement will be executed by the parties in quadruplicate each party retaining a copy set and one copy set being deposited at the Registers in addition to that to be submitted along with the principal Agreement.

**16. Relationship to Consent**

- 16.1 This Agreement shall not have any effect in the event that:-

- (i) the Consent is revoked and/or
- (ii) the Consent is not implemented.

**17. Jurisdiction**

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

**18. Expenses**

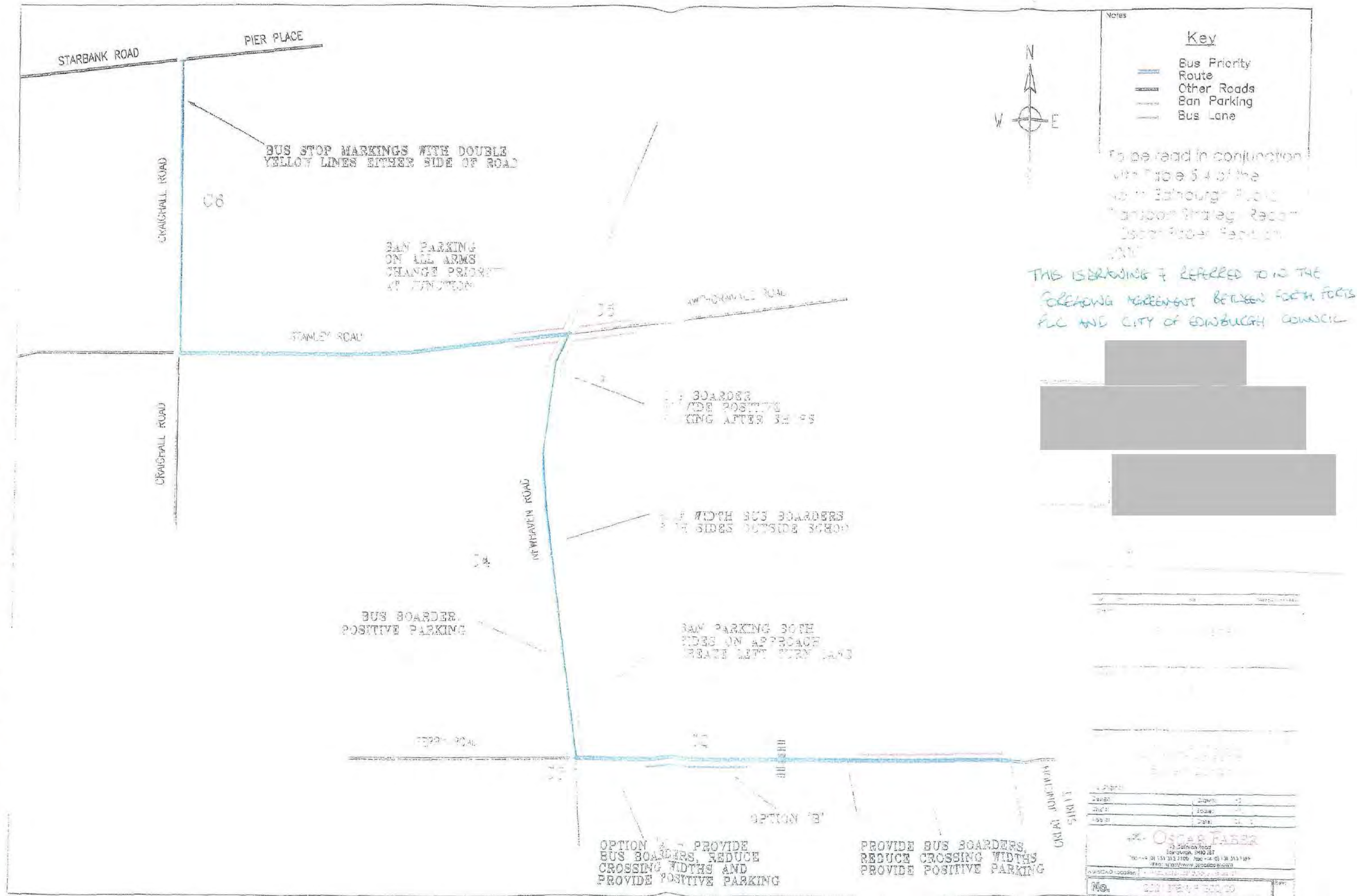
18.1 Forth will meet the reasonable legal expenses of the Council arising in relation to the revising and completion of this Agreement.

19 **Consent to Registration**

19.1 Forth shall bear the recording and/or registration costs of this Agreement; and the parties hereto consent to the registration hereof for preservation and execution: IN WITNESS

WHEREOF these presents consisting of this and the 24 preceding pages together with the schedule in four parts and all drawings annexed are executed as follows they are signed for and on behalf of the said Forth Ports plc at Edinburgh on the 19th day of June 2003 by Terence Patrick Smith, Director, and John Alan Tothill (signing his usual signature "John Tothill"), Company Secretary and are executed for and on behalf of the said City of Edinburgh Council at Edinburgh on the 20th day of June 2003 by Edward Bain, a proper officer of the Council before this witness Michael Kennedy Greig, Solicitor, of City Chambers, High Street, Edinburgh.





THIS IS DRAWING 7 REFERRED TO IN THE  
GREENING AGREEMENT BETWEEN FORTH FORTS  
PLC AND CITY OF EDINBURGH COUNCIL



274

275

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277

767

Important  
The contractor will be held to have examined the site and checked all dimensions and levels before commencing construction work. No assumption should be made without reference to the architect. No dimensions should be scaled from this drawing.

Revision

Date

NORTH

Edinburgh Dock

THIS IS DRAWING 6 REFERRED TO IN THE  
FOREGOING AGREEMENT BETWEEN  
FORTH PORTS PLC AND CITY OF  
EDINBURGH COUNCIL

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1.1250 FEB 02  
DD GMacI

002-12 PLAN 3



Important  
The contractor will be held to have examined the site and checked all dimensions and levels before commencing construction work. No assumption should be made without reference to the architect. No dimensions should be scaled from this drawing.

Revision	Date

**DRAFT**

THIS IS DRAWING 5 REFERRED TO IN THE FOREGOING AGREEMENT BETWEEN FORTH PORTS PLC AND CITY OF EDINBURGH COUNCIL

Forth Ports Industrial Estate



T 0141 332 2570  
F 0141 332 2580  
E info@cooperaroma.co.uk  
newton house  
357 goughishall street  
glasgow  
G2 3LG  
0131 220 0815  
0131 220 0816  
Barrford House  
39 Hanover Street  
Edinburgh  
EH2 3LG

Client:  
FORTH PORTS LTD

Project RUs  
GRANTON HARBOUR  
REDEVELOPMENT

Drawing title  
FORTH PORTS GRANTON  
INDUSTRIAL ESTATE  
Drawing No 05

Scale 1:2500 A3	Date 25/11/02
Drawn by AJC	Checked by GM

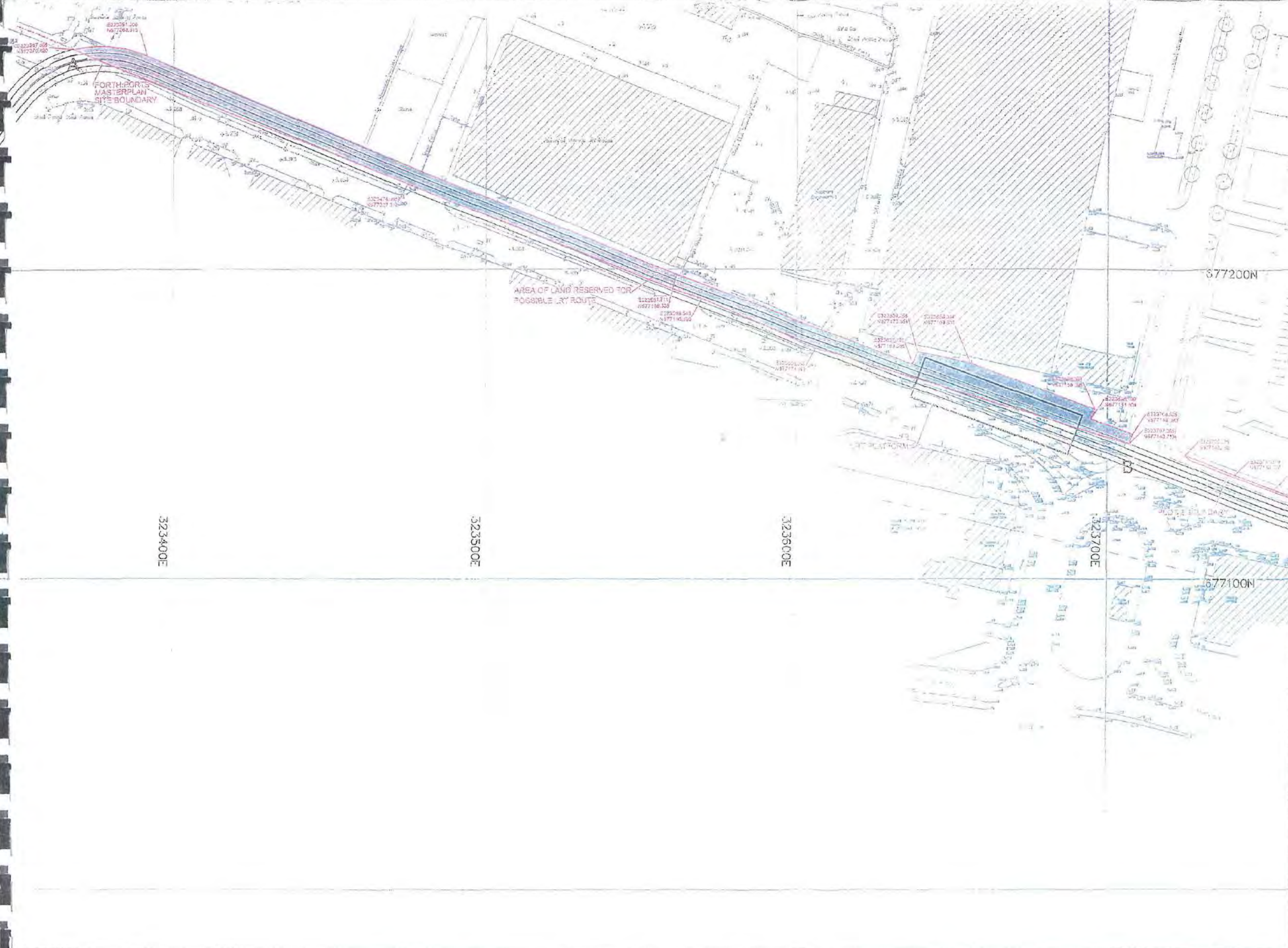
Job No.	Drawing No.	Rev.
00014	Dwg 7	



Important  
The contractor will be held to have examined the site and checked all dimensions and levels before commencing construction work. No assumption should be made without reference to the architect. No dimensions should be scaled from this drawing.

Revision	Date	By
A	2 JUNE 02 AJC	
B	13 JUN 03 AJC	

THIS IS DRAWING 4 REFERRED TO IN THE FOREGOING AGREEMENT BETWEEN FORTH PORTS PLC AND CITY OF EDINBURGH COUNCIL



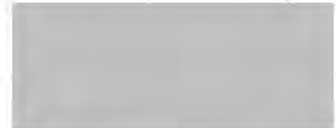
**Cooper Cromar**  
Architects Glasgow Edinburgh  
Urban Design Newton House 457 Seachellan Street Glasgow G2 3LG  
Landscape 35 Harrower Street Edinburgh EH2 3PJ  
Masterplanning  
Cost Visualisation  
Property Consultancy  
T 0141 332 2570 F 0141 332 2580 www.coopercromar.com  
T 0131 220 0815 F 0131 220 0815 www.coopercromar.com

ISSUE	
Client FORTH PROPERTIES LTD	
Project Title GRANTON HARBOUR EDINBURGH	
Drawing Title SURVEY Drawing No 4 SHORT TERM LRT ROUTE AT GRANTON HARBOUR	
Scale 1:1250 Drawn by AJC	Date May 03 Checked by GM
Job No. 00014	Dwg No. Dwg 4
Rev. B	





THIS IS DRAWING 3  
 REFERRED TO IN THE FOREGOING  
 AGREEMENT BETWEEN FORTH  
 PORTS PLC AND CITY OF EDINBURGH  
 COUNCIL



Project :  
 Granton Harbour, Edinburgh

Title :  
 Road improvements between  
 Granton Square & Trinity Crescent

Scale : nts	Date : Aug 2002	Dwg No. : Drawing No.3
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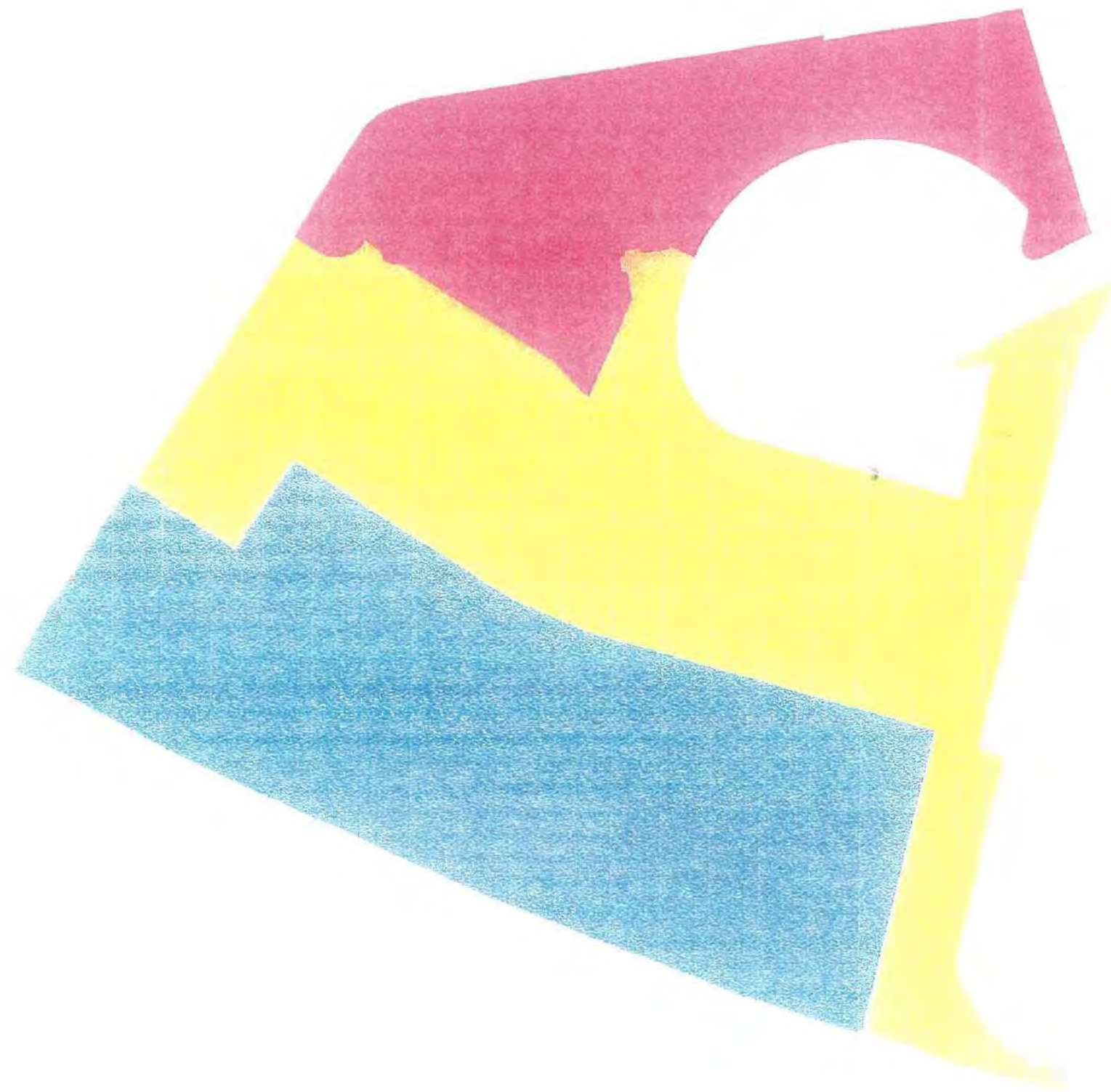
cooper cromar


architects  
 designers





THIS IS DRAWING 2 REFERRED TO IN THE  
FOREGOING AGREEMENT BETWEEN FORTH PORTS  
PLC AND CITY OF EDINBURGH COUNCIL



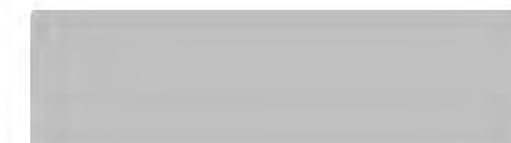
-  Phase 1, Years 1-5
-  Phase 2, Years 6-10
-  Phase 3, Years 10-15



 FORTH PORTS PLC		
Project : Granton Harbour, Edinburgh		
Title : Phasing Plan		
Scale : nts	Date : Aug 2002	Dwg No. : Drawing No.2
cooper cromar architects designers 		



THIS IS DRAWING 1  
 REFERRED TO IN THE FOREGOING  
 AGREEMENT BETWEEN FORTH  
 PORTS PLC AND CITY OF  
 EDINBURGH COUNCIL



— site boundary  
 Area within site boundary 33.4ha

 FORTH PORTS PLC		
Project: Granton Harbour, Edinburgh		
Title: Granton Harbour Extending		
Scale: 1/5000	Date: Aug 2002	Drg No.: Drawing No.1
cooper crumar architects designers		





**This is the Schedule referred to in the foregoing  
Minute of Agreement between  
Forth Ports plc and the City of Edinburgh Council dated 19 and 20 June 2003**

**Part 1**

**Craighall Road – C6**

- Bus stop markings with double yellow lines either side of road

**Stanley Road/Newhaven Road/Hawthornvale Road – C5**

- Parking to be banned on all arms
- Junction priorities to be changed

**Newhaven Road – C4**

- Bus boarder near cross roads junction of Stanley Road/Newhaven Road/Hawthornvale Road
- Positive parking after shops near cross roads junction of Stanley Road/Newhaven Road/Hawthornvale Road
- Half width bus boarders on both sides of the road immediately outside Trinity Academy/Trinity Primary
- Bus boarder near cross roads junction of Ferry Road/Newhaven Road
- Positive parking near cross roads junction of Ferry Road/Newhaven Road
- Parking to be banned on both sides of road on approach to Ferry Road/Newhaven Road junction
- Creation of left turning lane on south approach to junction of Ferry Road/Newhaven Road

**Ferry Road – C2**

**Either**

- Bus boarders
  - Reduction of crossing widths
  - Positive parking
- all on Ferry Road near cross roads junction of Ferry Road/Newhaven Road

**Or**

- Bus lane

**Ferry Road – C1**

- Bus boarders
- Reduction of crossing widths
- Positive parking

## **Part2**

### **Waterfront Corridor**

#### **York Road/Starbank Road – D12**

- Realignment of bus stop

#### **Starbank Road**

- Bus boarders
- Positive parking

#### **Pier Place – D13**

- Fill in lay-by
- Bus boarders
- Positive parking

#### **Newhaven Place – D13**

- Fill in lay-by
- Bus boarders
- Positive parking

#### **Lindsay Road – D14**

##### **Either**

- Bus lane on north side of road
- Bus boarders on south side of road

##### **Or**

- Bus lane on south side of road
- Bus boarders on south side of road

##### **Or**

- Bus lane on south side of road
- Ban parking on south side of road

### **Part 3**

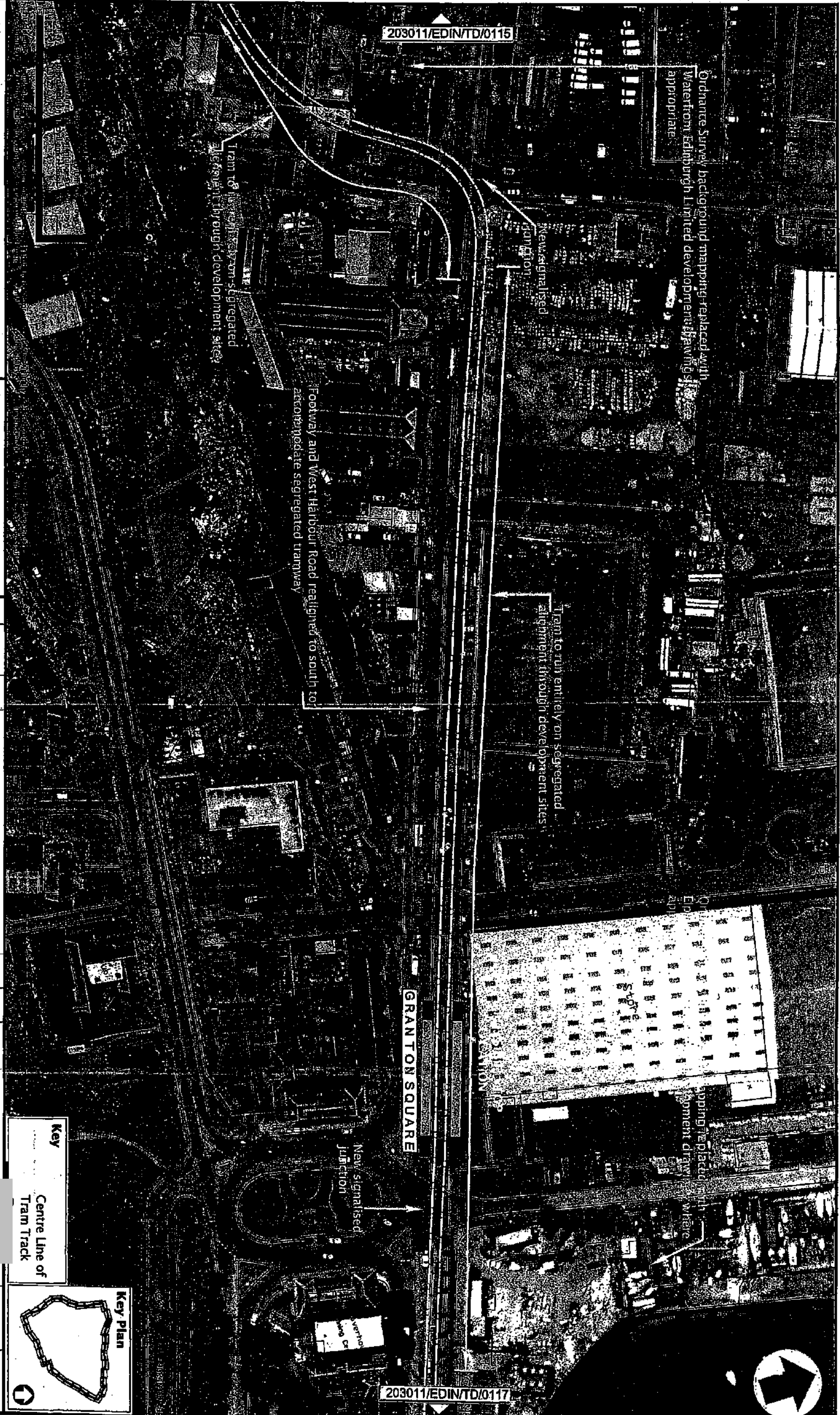
#### **Green Travel Plan Measures**

- 1      **Creation of a staff travel database.**
- 2      **The establishment of a staff car sharing scheme.**
- 3      **Provision of secure weather protected pedal cycle facilities and showers for the use of staff.**
- 4      **Provision for emergency journeys home for staff.**
- 5      **Provision of up to date information on public transport to and from the site.**
- 6      **Consider providing assistance for staff purchasing season tickers for public transport.**
- 7      **Consider providing assistance for staff purchasing bicycles and safety equipment for the primary purpose of travelling to and from the development.**
- 8      **Undertake liaison with bus operators regarding service improvements.**
- 9      **Encourage non-car means of business travel.**
- 10     **Encourage flexible work patterns to minimise peak travel.**
- 11     **Institute a travel awareness programme (eg Herts CC Travelwise or similar) to cover all employees.**
- 12     **Company cars – provide encouragement to employees to have more sustainable vehicles.**
- 13     **Develop modal share targets and a Travel Plan monitoring programme**
- 14     **Liase with other building owners within the Waterfront Area to co-ordinate travel initiatives.**

**Part 4**


**Photo Images (Annexed)**





**Mott MacDonald**  
Great Michael House  
14 Links Place  
Edinburgh, EH6 7EZ  
Tel +44 (0)131 625 8700  
Fax +44 (0)131 625 8720  
Web www.mottmac.com

**Babtie**  **steer davey gleeson**  
Babtie Group, Steer Davies Gleave, ERA, Gillespies,  
Brian Hannaby & Associates, McLean Hazel & Terraquest.

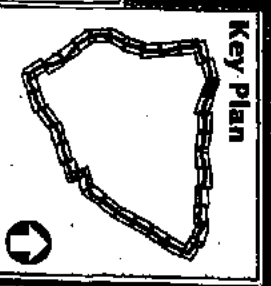
**Client**  
  
Transport Initiatives  
Edinburgh  
91 Hanover Street  
EH2 1DJ  
Tel 0131 718 4220  
Fax 0131 718 4271




Rev	Date	Drawn	Description	Chkd	Appd
P1	17/01/03	CMAC	FIRST ISSUE - PRELIMINARY	MMB	AJO
P2	16/05/03	CMAC	SECOND ISSUE - PRELIMINARY	MMB	AJO

NOTE  
1. Aerial photography dated November 2000  
2. 1:1250 OS mapping dated April 2003

FOR DISCUSSION  
PURPOSES ONLY

**Key**  
Centre Line of  
Tram Track



Title	Drawn	Checked	Approved	CMAC
EDINBURGH TRAM LINE ONE PREFERRED ROUTE CORRIDOR SHEET 15 OF 35 EAST GRANTON				MMB
Drawing No.	203011/EDIN/TDa/0116	Rev	P2	Status
				PRE



203011/EDIN/TDA/0116

203011/EDIN/TDA/0118

**Mott MacDonald**

Babbie   please

Mott MacDonald in association with:  
Babbie Group, Steer Davies Gleaves, ERM, Gillespies,  
Brian Hannaby & Associates, McLean Hazel & Terraquest.

Great Michael House  
14 Links Place  
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Client



Transport Initiatives  
Edinburgh  
91 Hanover Street  
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Tel 0131 718 4270  
Fax 0131 718 4271

Rev

Date

Drawn

Description

Chkd

App'd

P1	17/01/03	CMAC	FIRST ISSUE - PRELIMINARY	MMB	AJO
P2	16/05/03	CMAC	SECOND ISSUE - PRELIMINARY	MMB	AJO

NOTE

1. Aerial photography dated November 2000
2. 1:1250 OS mapping dated April 2003

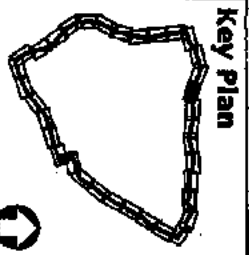
FOR DISCUSSION  
PURPOSES ONLY

Title

EDINBURGH TRAM  
LINE ONE  
PREFERRED ROUTE  
SHEET 16 OF 35  
LOWER GRANTON

Key

Centre Line of  
Tram Track



Drawn

Checked

Approved

CMAC

MMB	AJO
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Scale

1:1250

Rev

P2

Status

PRE

Drawing No.  
203011/EDIN/TDA/0117





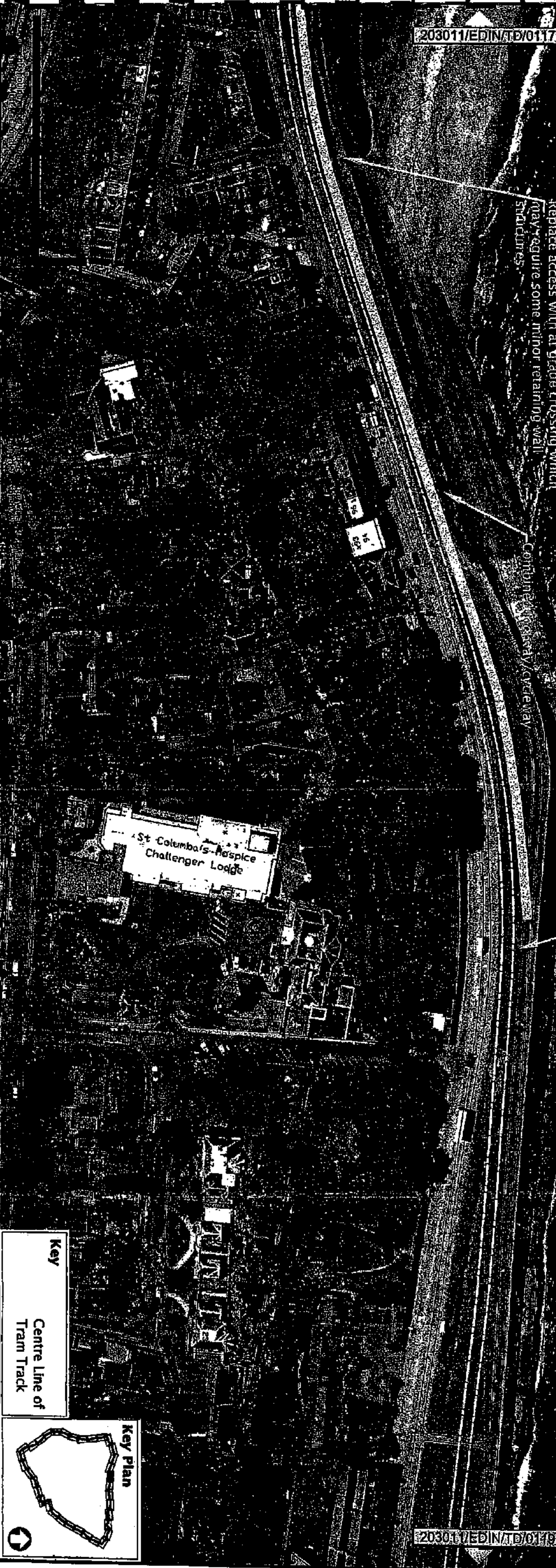
203011/EDIN/TD/0117

Replace access with at grade crossing which may require some minor retaining wall structures.

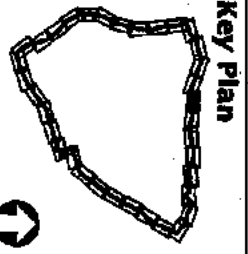
Combine of A1030A/Cycle Way

Tram route entirely on segregated alignment on former railway solum

203011/EDIN/TD/0117



Key  
Centre Line of  
Tram Track



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Babtie & Steer Davies Gleaves

Mott MacDonald in association with:  
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Brian Hannaby & Associates, McLean Hazel & Terraquest.

Client  
Transport Initiatives

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Tel 0131 718 4270  
Fax 0131 718 4271

Rev	Date	Drawn	Description	Chkd	Appd
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P1	17/01/03	CMAC	FIRST ISSUE - PRELIMINARY	MMB	AJO
P2	16/05/03	CMAC	SECOND ISSUE - PRELIMINARY	MMB	AJO

NOTE  
1. Aerial photography dated November 2000  
2. 1:1250 OS mapping dated April 2003

FOR DISCUSSION  
PURPOSES ONLY

Title  
EDINBURGH TRAM  
LINE ONE  
PREFERRED ROUTE CORRIDOR  
SHEET 17 OF 35  
BOSWALL ROAD

Drawing No.  
203011/EDIN/TD/0118

Drawn	Checked	Approved	CMAC	MMB	AJO
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Scale  
1:1250

Rev  
P2  
Status  
PRE



Entirely segregated      On street integrated

Existing footway/cycleway

Tram to run entirely on alignment segregated on former railway solum.

POSSIBLE STOP LOCATION

LOWER GRANTON ROAD

Formalised crossing point to be established

Remodelled signalised Junction

Tram to run entirely integrated on street alignment along Trinity Crescent

Tram to be retained to be retained



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Fax +44 (0)131 625 8720  
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Battie Steer Davies Cleave

Mott MacDonald in association with:  
Battie Group, Steer Davies Cleave, ERM, Gillespies,  
Brian Hannaby & Associates, McLean Hazel & Terraquest.

Client



Transport Initiatives  
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91 Hanover Street  
EH2 1DJ  
Tel 0131 718 4270  
Fax 0131 718 4271

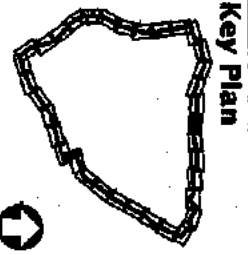
Rev	Date	Drawn	Description	Chk'd	App'd
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P1	17/01/03	CMAC	FIRST ISSUE - PRELIMINARY	MMB	AJO
P2	16/05/03	CMAC	SECOND ISSUE - PRELIMINARY	MMB	AJO

NOTE  
1. Aerial photography dated November 2000  
2. 1:1250 OS mapping dated April 2003

FOR DISCUSSION  
PURPOSES ONLY

Key  
Centre Line of  
Tram Track



Title

EDINBURGH TRAM  
LINE ONE  
PREFERRED ROUTE CORRIDOR  
SHEET 18 OF 35  
FORTH VIEW

Drawing No.

203011/EDIN/TDa/0119

Drawn

Checked

Approved

Scale  
1:1250

Rev

P2

Status  
PRE

203011/EDIN/TD/0119

Tram to turn entirely integrated on street alignment along Statbank Road

Remodelled signalised junction

Frontage issues to be addressed. Existing formalised parking/servicing bays to be retained

Frontage issues to be addressed. No parking restrictions will need to be imposed to allow unimpeded train operations

203011/EDIN/TD/0121



**Mott MacDonald**

Babtie  steel davidson gleason

Mott MacDonald in association with:  
Babtie Group, Steel Davidsons Gleason, ERM, Gillespies,  
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Rev	Date	Drawn	Description	Ch'kd	App'd
P1	17/01/03	CMAC	FIRST ISSUE - PRELIMINARY	MMB	AJO
P2	16/05/03	CMAC	SECOND ISSUE - PRELIMINARY	MMB	AJO

NOTE  
1. Aerial photography dated November 2000  
2. 1:1250 OS mapping dated April 2003

FOR DISCUSSION  
PURPOSES ONLY

Key  
Centre Line of  
Tram Track



Title	Drawn	CMAC
EDINBURGH TRAM LINE ONE PREFERRED ROUTE CORRIDOR SHEET 19 OF 35 STARBANK ROAD	MMB	AJO
Drawing No.	203011/EDIN/TD/0120	PRE



**Key**

Centre Line of Tram Track

**Key Plan**

Rev	Date	Drawn	Description	Chk'd	App'd
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P1	17/01/03	CMAC	FIRST ISSUE - PRELIMINARY	MMB	AJO
P2	16/05/03	CMAC	SECOND ISSUE - PRELIMINARY	MMB	AJO

NOTE

1. Aerial photography dated November 2000

2. 1:1250 OS mapping dated April 2003

FOR DISCUSSION  
PURPOSES ONLY

Drawn	Checked	Approved	CMAC	MMB	AJO

Scale

1:1250

Title

EDINBURGH TRAM  
LINE ONE  
PREFERRED ROUTE  
SHEET 20 OF 31  
NEWHAVEN

Drawing No.

203011/EDIN/TD/0121

Rev	Status
P2	PRE

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New housing  
development

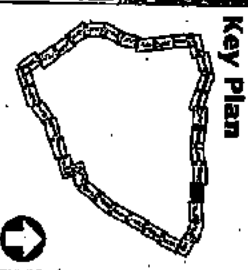
Tram to run entirely integrated on street alignment  
along Lindsay Road

On street segregated  
partially segregated

Tram to run entirely  
integrated  
alignment

Proposed new retaining wall  
structure to grade down from  
Lindsay Road to Ocean Drive

Key  
Centre Line of  
Tram Track



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Rev Date Drawn Description

P1	17/01/03	CMAC	FIRST ISSUE - PRELIMINARY
P2	16/05/03	CMAC	SECOND ISSUE - PRELIMINARY

Chk'd App'd

MMB	AJO
MMB	AJO

Title

EDINBURGH TRAM  
LINE ONE  
PREFERRED ROUTE CORRIDOR  
SHEET 21 OF 35  
LINDSAY ROAD

Drawn CMAC

Checked MMB

Approved AJO

Scale

1:1250

Rev

P2

Status

PRE

NOTE  
1. Aerial photography dated November 2000  
2. 1:1250 OS mapping dated April 2003

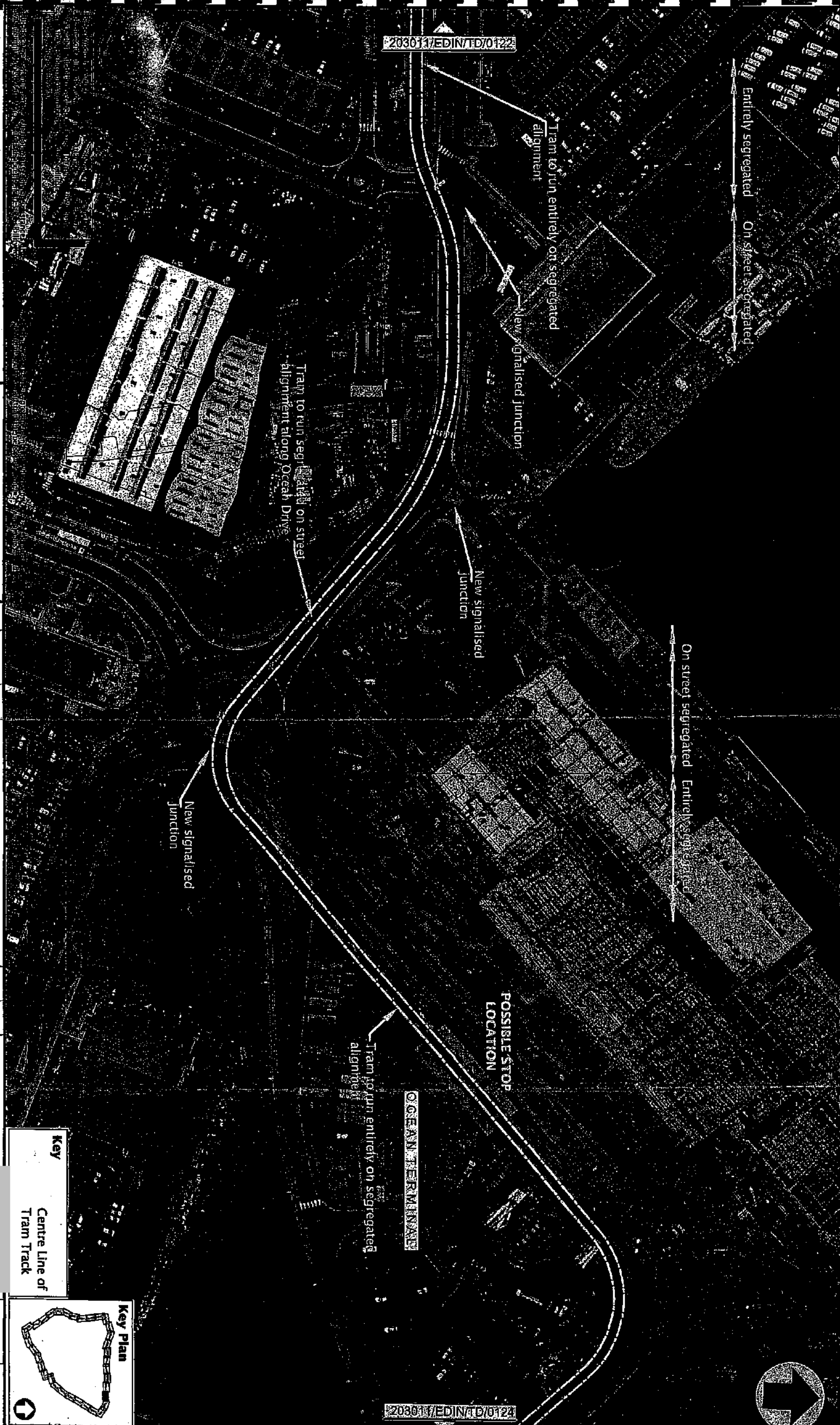
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Drawing No.  
203011/EDIN/TDa/0122

203011/EDIN/TDa/0122

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203011/EDIN/TD/0123

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Client



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EH2 1DJ  
Tel 0131 718 4270  
Fax 0131 718 4271

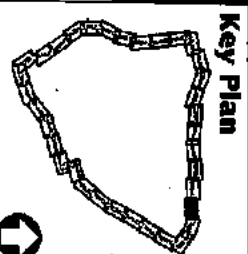
Rev	Date	Drawn	Description	Chkd	App'd
P1	17/01/03	CMAC	FIRST ISSUE - PRELIMINARY	MMB	AJO
P2	16/05/03	CMAC	SECOND ISSUE - PRELIMINARY	MMB	AJO

NOTE

1. Aerial photography dated November 2000
2. 1:1250 OS mapping dated April 2003

FOR DISCUSSION  
PURPOSES ONLY

Key  
Centre Line of  
Tram Track



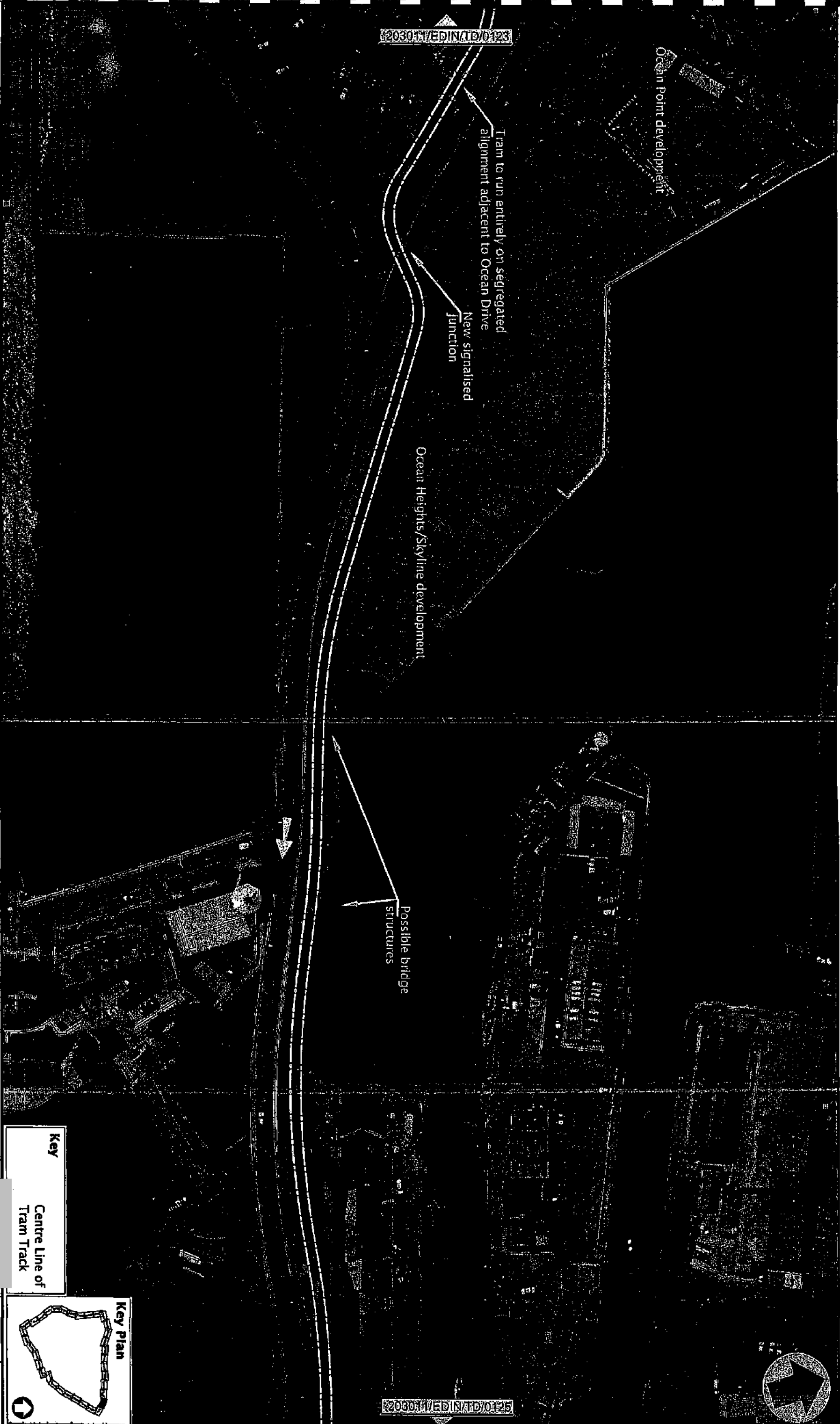
Title  
EDINBURGH TRAM  
LINE ONE  
PREFERRED ROUTE  
SHEET 22 OF 35  
NORTH LEITH

Drawn	CMAC
checked	MMB
approved	AJO

Scale  
1:1250

Drawing No.  
203011/EDIN/TD/0123

Rev	Status
P2	PRE



203011/EDIN/TDa/0124

203011/EDIN/TDa/0124

**Mott MacDonald**

Balotie steer Davies gleave

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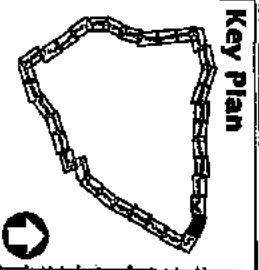
Client  
Transport Initiatives  
Edinburgh  
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Tel 0131 718 4270  
Fax 0131 718 4271

Rev	Date	Drawn	Description	Chk'd	App'd
P1	17/01/03	GMAC	FIRST ISSUE - PRELIMINARY	MMB	AJO
P2	16/05/03	GMAC	SECOND ISSUE - PRELIMINARY	MMB	AJO

NOTE  
1. Aerial photography dated November 2000  
2. 1:1250 OS mapping dated April 2003

FOR DISCUSSION  
PURPOSES ONLY

**Key**  
Centre Line of  
Tram Track



Title  
EDINBURGH TRAM  
LINE ONE  
PREFERRED ROUTE  
SHEET 23 OF 35  
VICTORIA QUAY

Drawn	GMAC
Checked	MMB
Approved	AJO
Scale	1:1250
Rev	Status
P2	PRE

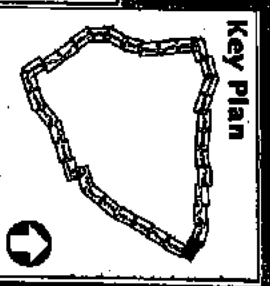
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203011/EDIN/TD/0125

203011/EDIN/TD/0126

Key  
Centre line of  
Tram Track



Client



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Rev	Date	Drawn	Description	Chkd	App'd
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P1	17/01/03	CMAC	FIRST ISSUE - PRELIMINARY	MMB	AJO
P2	16/05/03	CMAC	SECOND ISSUE - PRELIMINARY	MMB	AJO

NOTE

1. Aerial photography dated November 2000
2. 1:1250 OS mapping dated April 2003

FOR DISCUSSION  
PURPOSES ONLY

Title

EDINBURGH TRAM  
LINE ONE  
PREFERRED ROUTE  
SHEET 24 OF 35  
PORT OF LEITH

Drawn

Checked  
Approved

Scale  
1:1250

Drawing No.  
203011/EDIN/TDa/0125

Rev  
P2

Status  
PRE