

SCHEDULE OF FEUING CONDITIONS REFERRED TO
IN THE FOREGOING FEU DISPOSITION

INTERPRETATION

1. Words and expressions defined in the foregoing Feu Disposition shall have the same meaning in this Schedule.
2. "month" means calendar month.

1. RESERVATION OF MINERALS

There are reserved (FIRST) to the National Coal Board and their statutory successors the whole coal, mines of coal and other minerals in or under the Feu and interests therein now vested in the said Board or their statutory successors; and (SECOND) to the Superiors, the whole metals, minerals and substances, capable of being worked commercially in and under the Feu other than those vested in the said Board and their statutory successors as aforesaid and other than those vested in other parties in terms of the title deeds, with full power to the Superiors and any persons to whom they may communicate the right to work, win and carry away the same, but without entering on the surface of the Feu, the Superiors or such other persons being bound to pay to the Feuars compensation for all damage to the surface of the Feu and the buildings and erections thereon that may be occasioned by any such workings as such damage shall, failing agreement, be determined by an arbiter to be mutually chosen or, failing agreement, to be appointed on the application of either party by the Sheriff of Lothian and Borders at Edinburgh.

2. PERMITTED USE

The Feu shall be used for the purposes of woodland recreation and activities incidental thereto but excluding the following uses:- (a) the shooting of game or any other type of shooting, including clay pigeon shooting; (b) target practice with weapons of any kind; (c) war games or any other activity whatsoever involving the use of weapons which fire any kind of ammunition, whether live, artificial or otherwise. The Feuars shall be entitled to erect an information kiosk, toilet block, children's adventure playground or small car parking area to serve the woodland forming part of the Feu (hereinafter referred to as "the Feu Woodland") provided always that plans thereof are submitted in advance for the approval of the Superiors which approval shall not be unreasonably withheld.

3. DEVELOPMENT VALUE

3.1 Prior to the Feu or any part thereof being developed for purposes other than the permitted use defined in clause 2 hereof (such development being hereinafter referred to as "the Development") (the Feu, or the relevant part, as the case may be, being hereinafter referred to as "the Development Area") and irrespective of whether (a) the Feuars have obtained planning permission for the Development or (b) the Superiors are entitled as a matter of law to enforce the restriction on use contained in the said clause 2 hereof, the Feuars shall serve a written notice on the Superiors specifying the Development Area and the nature of Development (hereinafter referred to as "the Development Notice"). Not later than two months

after the date upon which the Development Notice is served upon the Superiors as aforesaid. the Superiors shall serve upon the Feuars a written notice intimating the Development Value as defined in sub-clause 3.3 of this clause.

- 3.2 In the event of the Development proceeding without a Development Notice being served as aforesaid, the Development Area shall be determined by the Superiors and the Superiors shall serve upon the Feuars a written notice intimating the Development Value which is payable in terms of this clause.
- 3.3 For the purposes of this clause, Development Value shall mean the value calculated in accordance with the formula:-

(A - B) x C where:-

A = open market value of the Development Area per acre to three decimal places at the date of the Development Notice or, as the case may be, the date upon which the Development Notice should have been served upon the Superiors in terms of sub clause 3.1 of this clause, such value to be based upon the assumption that planning permission in detail has been granted for the Development;

B = £1000 or the current market value for woodland per acre whichever is the higher.

C = acreage of the Development Area to three decimal places.

- 3.4 Provided that the Development Value intimated by the Superiors to the Feuars in terms of sub-clause 3.1 or sub-clause 3.2 hereof is acceptable to the Feuars the Development Value shall be paid to the Superiors not later than two months from the date of intimation of the Development Value.
- 3.5 In the event of the Feuars disputing the amount of the Development Value, notification of which dispute shall be made within two months from the date of intimation of the Development Value, the matter shall be determined by an Arbiter to be appointed by agreement between the Superiors and the Feuars or, in the event of disagreement, appointed on the joint application of the parties or on the application of either of them to the Chairman or Senior Office Holder for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. The Arbiter shall be a person who, in the opinion of the appointer, shall possess sufficient knowledge of land values in the Edinburgh area and shall be competent to give a reliable opinion on the question referred to him.
- 3.6 Within one month from the date upon which the Arbiter is appointed as aforesaid, the Superiors and the Feuars shall each be entitled to submit to the Arbiter written valuations, statements and other evidence relating to or supporting their assessment of the Development Value, in which event they shall at the same time deliver to the other party a copy of all such valuations, statements and other evidence submitted as aforesaid. The Arbiter shall, if so requested by written

notice from either party, a copy of which shall be served on the other, received within six weeks from the end of the lastmentioned period of one month, hold a hearing at which both parties may be heard and if present cross examined, at such time or times and in such locations in Edinburgh as the Arbiter acting reasonably shall appoint for that purpose.

3.7 Unless the Arbiter directs otherwise, (a) each party shall pay his own expenses in connection with the arbitration and (b) the fees, including outlays of the Arbiter, shall be paid by the parties in equal shares.

3.8 Section 3 of the Administration of Justice (Scotland) Act 1972 is hereby excluded.

3.9 In the event of the Development Value being referred to arbitration as aforesaid, interest shall be due on the Development Value from the date occurring two months after the date upon which the Superiors have served upon the Feuars a written notice intimating the development value in terms of sub-clause 3.1 or sub-clause 3.2 of this clause until payment at the Base Rate of the Bank of Scotland in force from time to time. In the event of the Feuars refusing or delaying to make payment of the Development Value within one month from the date upon which the Feuars receive the Arbiter's written decision, interest shall be due on the Development Value from the expiry of the said period of one month until payment at four per centum above the said Base Rate.

3.10 In all other cases, in the event of the Feuars refusing or delaying to make payment of the Development Value on the due date of payment under sub-clause 3.4 of this clause, interest shall be due on the Development Value from such date until payment at four per centum above the said Base Rate.

4. RIGHT OF PRE-EMPTION

It shall not be in the power of the Feuars or any person having power of sale of the Feu or any part thereof to sell, alienate or dispose of the Feu or any part thereof to any person until they have first offered the same in writing to the Superiors at such price and on such other conditions as any other person shall have offered for the same, the Superiors being bound to intimate in writing acceptance or refusal of the offer within twenty one days after the offer shall have been received by them. Provided always that in the event of an organisation being set up to administer the Woodland being an organisation which is either part of or under the control of the Feuars, any conveyance or transfer of the Feu or any part thereof to such organisation shall not entitle the Superiors to exercise the right of pre-emption contained in this clause.

5. ACCESS POINTS

The Feuars shall take vehicular access to the Feu only from Queensferry Road at Blackhall East Lodge, the gate of which shall be kept locked by the Feuars at all times

except for purposes of vehicular access as aforesaid. The Feuars and others authorised by them to use the Feu or any part thereof shall take pedestrian access to the Feu only from Blackhall East Lodge or Craigcrook Park. In particular but without prejudice to the foregoing generality, no pedestrian or vehicular access shall be taken to the Feu or any part thereof from Ravelston Dykes Road.

6. ERECTION AND MAINTENANCE OF FENCING

6.1 The Feuars shall be bound to erect within three months from the date of entry to the Feu, post and wire fencing or fencing of such other specifications as shall be approved in advance by the Superiors along all of the boundaries of the Feu except where such boundaries are at present formed by walls or are securely fenced. The Feuars shall also be bound to erect within the same period along the boundary lines coloured blue on the Title Plan, a fence comprising metal angle fence posts two metres in height set in concrete with PVC covered chain linked fencing between the said posts. Such fence posts shall be galvanised, primed and painted black using a polyester powder coating process and the chain linked fencing shall be of such colour to be approved in advance by the Superiors or alternatively such fencing to be erected along the said boundary lines coloured blue shall be of such specifications as shall be approved in advance by the Superiors.

6.2 In the event of the Feuars failing to erect the said fencing within the time limit specified in sub-clause 6.1 of this clause, the Superiors shall be entitled to erect such fencing and to recover the full cost thereof, including Value Added Tax, from the Feuars together with interest at the rate of four per centum per annum above the Base Rate of the Bank of Scotland in force from time to time during the period from fourteen days after the date of demand until the date of payment.

6.3 Such fencing shall be erected wholly upon the Feu and shall be erected, maintained, repaired and, where necessary, renewed by the Feuars at their sole expense.

7. MAINTENANCE OF BOUNDARY WALLS

The Feuars shall be bound at their own expense to maintain the boundary walls forming part of the Feu in good condition and repair and, if necessary, to renew the same.

8. ERECTION OF GATE:- RIGHT OF ACCESS

The Feuars shall be bound to erect not later than three months after the date of entry to the Feu, a gate at a position along the boundary line shown coloured green on the said plan. Such gate shall be maintained, repaired and, where necessary, renewed by the Feuars at their sole expense. Keys to such gate shall be given to the owners of the subjects at present known as 35 Ravelston Dykes Road, Edinburgh, and 37 Ravelston Dykes Road, Edinburgh, and there shall be reserved in favour of the owners for the time being of the said properties, heritable and irredeemable servitude rights of pedestrian access to the Feu by means of the said gate.

9. RESERVATION OF RIGHTS OF ACCESS IN FAVOUR OF MARY ERSKINE SCHOOL AND THE SUPERIORS

9.1 There shall be reserved in favour of the owners of the subjects at present known as the Mary Erksine School, Ravelston, Edinburgh, heritable and irredeemable servitude rights of pedestrian access for the pupils and teachers and other staff of the said School over the main driveway forming part of the Feu from Blackhall East Lodge, Queensferry Road, to the said School.

9.2 There shall be reserved to the Superiors heritable and irredeemable servitude rights of pedestrian and vehicular access to the Feu by means of the said driveway, subject always to the prior consent of the Feuars, which consent shall not be unreasonably withheld.

9.3 The said driveway shall be maintained, repaired, and where necessary renewed, by the Feuars at their sole expense declaring that neither the owners of the said School nor the Superiors shall be bound to contribute in any way to the cost of such maintenance, repair or renewal.

10. RANGER SERVICE, WOOD HUSBANDRY, COLLECTION OF LITTER ETC

10.1 With reference to the Feu Woodland, the Feuars shall at their own expense provide a Ranger Service consistent with the service at present provided by the Feuars in connection with other woodland areas in the City of Edinburgh District. In particular but without prejudice to the foregoing generality, the Feuars shall ensure that the Feu Woodland is visited daily by the Ranger Service.

10.2 With reference to the Feu Woodland, the Feuars shall carry out at their own expense a programme of wood husbandry consistent with programmes carried out at other woodland areas in the City of Edinburgh District. In particular but without prejudice to the foregoing generality, the Feuars shall ensure that litter is cleared from the Feu Woodland at least once each month. In the event of the Superiors giving written notice to the Feuars to the effect that an accumulation of litter has occurred in any particular part of the Feu, the Feuars shall be bound to clear such litter within seven days or such longer period as may be specified by the Superiors from the date upon which such notice is received by them.

11. IRRITANCY

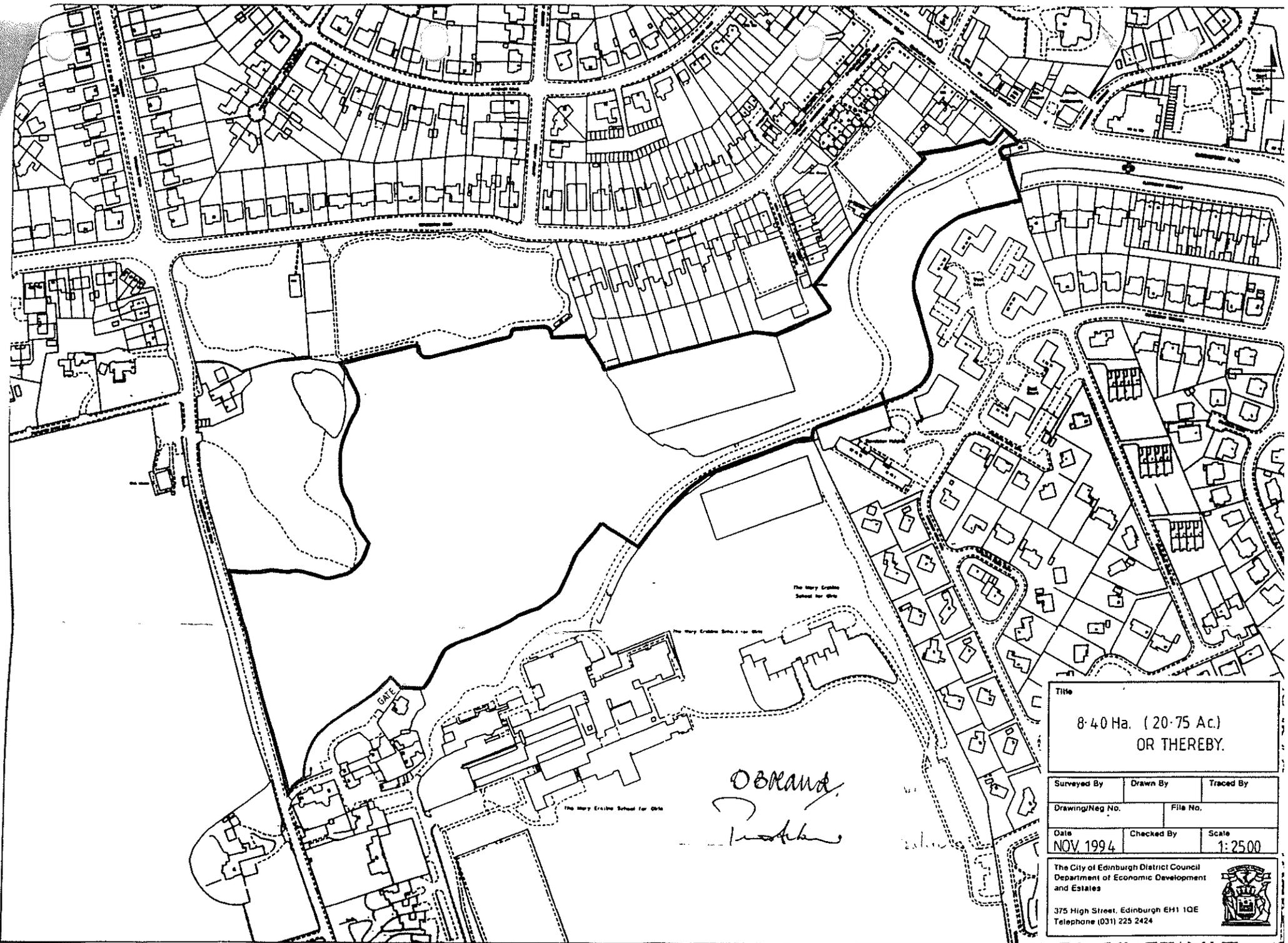
In the event of the Feuars contravening or failing to implement any of the foregoing Feuing Conditions, these presents and all that may have followed thereon shall in the option of the Superiors become null and void and the Feuars shall forfeit their whole right, title and interest in and to the Feu which with all buildings thereon shall revert and belong to the Superiors free and disencumbered of all burdens as if these presents had not been granted.

12. -CLAUSE HEADINGS

The clause headings contained in this Schedule are inserted for convenience of reference and are deemed not to form part of this Schedule or the foregoing Feu Disposition nor shall they affect the construction thereof.

O Bland

P. Bland



OBland
Proctor

Title		
8.40 Ha. (20.75 Ac.) OR THEREBY.		
Surveyed By	Drawn By	Traced By
Drawing/Neg No.	File No.	
Date	Checked By	Scale
NOV 1994		1:2500
The City of Edinburgh District Council Department of Economic Development and Estates		
375 High Street, Edinburgh EH1 1QE Telephone (031) 225 2424		

