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28 September 2017

Your ref Peter Ferguson
Our ref TEWO/PACR/MUR138.00009

Dear Sirs

**Murray Estates Lothian Limited and Murray Estates (Calyx Village (North)) Limited
The Scottish Ministers
Redheughs Village, Edinburgh**

On behalf of and as instructed by MELL and Calyx, we offer to enter into the Agreement on the following conditions:

1. DEFINITIONS AND INTERPRETATION

1.1 In the Missives the following words and expressions will have the following meanings unless the context requires otherwise:

“**Agreement**”: an agreement among MELL, Calyx and SASA in of respect *inter alia* the area of land known as Redheughs Village, Edinburgh, in terms of the draft set out in the Schedule;

“**Calyx**”: **MURRAY ESTATES (CALYX VILLAGE (NORTH)) LIMITED** incorporated under the Companies Acts (Registered Number SC520694) and having its Registered Office at 26 Charlotte Square, Edinburgh, EH2 4ET;

“**Conclusion Date**”: means, unless otherwise specified, the first date on which the Missives create a concluded contract;

“**MELL**”: **MURRAY ESTATES LOTHIAN LIMITED**, incorporated under the Companies Acts (Registered Number SC122744) and having our Registered Office at 26 Charlotte Square, Edinburgh, EH2 4ET;

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“MELL Group Company”: any company which is a subsidiary or holding company of MELL or a subsidiary of such holding company (as the terms “subsidiary” and “holding company” are defined in section 1159 of the Companies Act 2006);

“MELL’s Solicitors”: CMS Cameron McKenna Nabarro Olswang LLP (Ref: PACR.MUR138.00011) 1 West Regent Street, Glasgow G2 1AP or such other solicitors as MELL may appoint in their place from time to time and who have been notified in writing to SASA’s Solicitors;

“Missives”: the contract constituted by this offer and all duly executed letters following on it;

“Parties”: MELL, Calyx and SASA;

“RCIL”: the register of community interests in land held by the Keeper of the Registers of Scotland;

“SASA”: **THE SCOTTISH MINISTERS**, c/o Science and Advice for Scottish Agriculture, a division of the Rural Economy Directorate of the Scottish Government, 1 Roddinglaw Road, Edinburgh EH12 9FJ;

“SASA’s Solicitors”: Harper McLeod LLP (Ref: Peter Ferguson), The Ca’d’oro, 45 Gordon Street, Glasgow, G1 3PE or such other solicitors as SASA may appoint in their place from time to time and who have been notified in writing to MELL’s Solicitors;

“Schedule”: the schedule annexed to this offer;

“Unconditional Date”: the date on which the condition set out in Clause 2.1 has been satisfied or deemed satisfied in accordance with the terms of Clause 2; and

“Working Day”: means a day which is neither (1) a Saturday or Sunday nor (2) a public or bank holiday in Glasgow, Edinburgh or London.

1.2 In the Missives, unless otherwise specified or the context otherwise requires:

1.2.1 any reference to one gender includes all other genders;

1.2.2 words in the singular only include the plural and *vice versa*;

1.2.3 any reference to the whole is to be treated as including reference to any part of the whole;

1.2.4 any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and words importing individuals include corporations and *vice versa*;

1.2.5 any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this offer;

1.2.6 any reference to a statute or statutory provision includes any subordinate legislation which is in force from time to time under that statute or statutory provision;

1.2.7 any reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment;

- 1.2.8 any phrase introduced by the words “including”, “include”, “in particular” or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- 1.2.9 a document will be duly executed only if it is executed in such manner as meets the requirements of Section 3 or Sections 9B and 9C of the Requirements of Writing (Scotland) Act 1995;
- 1.2.10 any action to be performed on a day which is not a Working Day is to be performed on the immediately following Working Day;
- 1.2.11 references to writing or written do not include faxes; and
- 1.2.12 where at any one time there are two or more persons included in the expression “MELL”, “Calyx” or “SASA” obligations contained in the Missives which are expressed to be made by MELL, Calyx or SASA are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order.
- 1.3 The headings in the Missives are included for convenience only and are to be ignored in construing the Missives.
- 1.4 The Schedule forms part of the Missives.

2. ESSENTIAL CONDITION

- 2.1 It is an essential condition of this offer that Calyx delivers to SASA a search in the RCIL in respect of the Calyx Land brought down to midnight on the Conclusion Date showing no entry prejudicial to Calyx’s interest in the Calyx Land, the cost of the search being the responsibility of Calyx.
- 2.2 If Clause 2.1 is not purified in full by one (1) Working Day after the Conclusion Date, then each of the Parties will be entitled to resile from the Missives at any time thereafter by serving written notice to the other Party to that effect and that without any costs or damages being due to or by the Parties except in respect of any antecedent breach of the terms of the Missives.

3. APPLICATION OF THE AGREEMENT

The Parties agree that from (and including) the Unconditional Date and pending the Agreement being executed by the relevant Parties, the whole provisions of the Agreement will, in so far as applicable and subject to the whole terms of the Missives, be enforceable by and against the relevant Parties.

4. EXECUTION OF THE AGREEMENT

- 4.1 As soon as reasonably practicable after the Unconditional Date the Agreement will be completed by the insertion of any relevant information required and engrossed by MELL’s Solicitors.
- 4.2 Within five (5) Working Days after the date of engrossment, MELL and Calyx will:
- 4.2.1 duly execute the Agreement (in duplicate); and

4.2.2 deliver the signed Agreement (in duplicate) to SASA's Solicitors.

4.3 Within five (5) Working Days after the date of delivery of the Agreement (in duplicate) to SASA's Solicitors, SASA will duly execute the Agreement (in duplicate) and deliver one principal duly executed Agreement to MELL's Solicitors, for their retention, with evidence of its valid execution by SASA.

5. SUPERSESION

The provisions of the Missives (other than Clauses 1 (*Definitions and Interpretation*) and 3 (*Application of the Agreement*) which will remain in full force and effect until implemented), in so far as not implemented by the granting and delivery of the Agreement, will remain in full force and effect until the earlier of:

5.1 the date when such provisions have been implemented; and

5.2 two years after the Conclusion Date except in so far as they are founded on in any Court proceedings which have commenced within such two (2) year period.

6. ENTIRE AGREEMENT

6.1 The Missives (including the annexations) represent and express the full and complete agreement among the Parties in relation to the subject matter of the Agreement at the Conclusion Date and will supersede any previous agreements among the Parties.

6.2 None of the Parties has been induced to enter into the Missives on account of any prior warranties or representations.

7. FORMAL DOCUMENTATION REQUIRED

None of the Parties will be bound by any acceptance of this offer or any other letter purporting to form part of the Missives or any amendment or variation of the Missives unless it is duly executed.

8. PROPER LAW AND PROROGATION

The Missives and the rights and obligations of the Parties will be governed by and construed in accordance with the Law of Scotland and by their acceptance of this offer, SASA will be deemed to have agreed to submit to the non-exclusive jurisdiction of the Scottish courts.

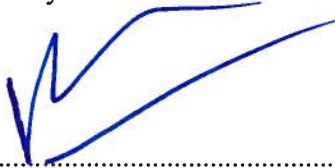
9. REGISTRATION

The Parties consent to the registration of the Missives for preservation and execution.

10. TIME LIMIT FOR ACCEPTANCE

This offer, if not previously withdrawn, will fall unless a binding written acceptance on behalf of SASA has been received by us by 5.00 p.m. on 29 September 2017.

Yours faithfully



.....
For and on behalf of CMS Cameron McKenna
Nabarro Olswang LLP

Witness Signature:



Witness Name:

Jennifer Smith.

Witness Address: 1 West Regent Street,
GLASGOW G2 1AP

**This is the Schedule referred to in the foregoing Offer by CMS Cameron McKenna Nabarro
Olswang LLP
(on behalf of Murray Estates Lothian Limited and Murray Estates (Calyx Village (North))
Limited) to Harper McLeod LLP (on behalf of The Scottish Ministers, c/o Science and Advice for
Scottish Agriculture, a division of the Rural Economy Directorate of the Scottish Government) in
respect of Redheughs Village, Edinburgh**

THE AGREEMENT



DATE: 2017

AGREEMENT

among

MURRAY ESTATES LOTHIAN LIMITED

MURRAY ESTATES (CALYX VILLAGE (NORTH)) LIMITED

and

**THE SCOTTISH MINISTERS
(SCIENCE AND ADVICE FOR SCOTTISH AGRICULTURE)**

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AGREEMENT

BETWEEN:

- (1) **MURRAY ESTATES LOTHIAN LIMITED**, incorporated under the Companies Acts (Registered Number SC122744) and having our Registered Office at 26 Charlotte Square, Edinburgh, EH2 4ET **Of the First Part**;
- (2) **THE SCOTTISH MINISTERS**, care of SCIENCE AND ADVICE FOR SCOTTISH AGRICULTURE, 1 Roddinglaw Road, Edinburgh EH12 9FJ **of the Second Part**.

and

- (3) **MURRAY ESTATES (CALYX VILLAGE (NORTH)) LIMITED** incorporated under the Companies Acts (Registered Number SC520694) and having its Registered Office at 26 Charlotte Square, Edinburgh, EH2 4ET **of the Third Part**.

WHEREAS:

- (A) MELL has applied for planning permission in principle for the development of the Redheughs Land principally for residential purposes by way of the Application;
- (B) Currently the Application is being considered by the Scottish Ministers following a call in;
- (C) SASA objected to the Application on 5 November 2015 and have raised a number of concerns with both City of Edinburgh Council and Scottish Ministers during the determination of the Application;
- (D) MELL and SASA have been working together collaboratively and constructively to address the concerns and objections identified by SASA;
- (E) The dialogue between the Parties has enabled them to find an acceptable scheme of mitigation; and
- (F) Therefore, in consideration of the undertakings and obligations contained in this Agreement, SASA has agreed to withdraw its objections and support the Application in accordance with the terms of this Agreement.

NOW IT IS HEREBY AGREED and DECLARED as follows:

1. DEFINITIONS

1.1 In this Agreement the following words shall have the following meanings:

"Act": means the Town and Country Planning (Scotland) Act 1997, as varied or amended from time to time or any re-enactment thereof;

"Application": means the application for planning permission in principle by MELL for the Development dated 21 September 2015 (Ref: 15/04318/PPP) which is currently subject to consideration by the Scottish Ministers under Section 46 of the Town and Country Planning (Scotland) Act 1997 (Ref: NOD-EDB-002);

"Buffer Strip": means that part of the proposed woodland buffer strip to be planted within, and on the southern and western boundaries of, the Kellerstain Land as described in paragraph 4.5 of the SAC Report extending to 1.316 hectares or thereby and shown outlined and hatched in green on Plan 2;

"Calyx": means the said Murray Estates (Calyx Village (North)) Limited;

“Calyx Land”: means that area of ground extending to 7 hectares or thereby forming part and portion of the subjects known as and forming Calyx Village North, Edinburgh and shown outlined in red on Plan 1;

“Calyx’s Solicitors”: means CMS Cameron McKenna Nabarro Olswang LLP (Ref: PACR.MUR138.00011) 1 West Regent Street, Glasgow G2 1AP or such other solicitors as the Seller may appoint in their place from time to time and who have been notified in writing to SASA’s Solicitors;

"Completion" means the Completion Date, or if later, the date when the transfer of the Calyx Land is completed in terms of this Agreement;

“Completion Date”: means the date as intimated by MELL to SASA which is a date prior to commencement of a material operation (as that term is used in Section 27(4) of the Act) on the Redheughs Village Site in implement of the Planning Permission or a Further Permission;

“Conveyancing Terms”: means terms and conditions by which the Calyx Land is conveyed by Calyx to SASA detailed in Part 4 of the Schedule;

“Development”: means the development proposed by the Application including residential development, local centre (including class 1, class 2 and class 3 uses), community facilities (including primary school and open space), green network, transport links, infrastructure, ancillary development and demolition of buildings on land 1000 metres NW SW and West of Hermiston Junction M8 Gogar Station Road, Edinburgh;

“Effective Date”: means [*Note: Add date from concluded Missives.*];

"Further Application": means any application whether by MELL or others for (1) planning permission under Section 42 of the Act and in respect of which the Planning Permission is the ‘previous permission’, or (2) new detailed planning permission provided that in each case (a) such application is for development not materially different to the Development and (b) (unless the Development has been initiated in terms of the Act in which case this sub clause (b) shall not apply) such further application does not seek to extend the timescales for commencement of development beyond 7 years from the Effective Date;

"Further Permission": means any planning permission issued pursuant to and consistent with a Further Application;

"Index Linked": means the said MELL Contribution (Mitigation Works) of £150,000 as such sum shall be increased in the period starting on 1 January 2018 and ending on the Completion Date by an amount equal to the percentage increase in the most up-to-date General Index of Retail Prices figures 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 (acting reasonably) may agree) on the said 1 January 2018 and the Completion Date respectively;

“Intended Use”: means SASA proposed use of the Calyx Field for arable agriculture in part implement of its role to provide scientific services and advice in support of Scotland’s agriculture and wider environment;

“Interest”: interest on the sum in question at 4% per annum above the base rate from time to time of The Royal Bank of Scotland plc from the date that such sum is due for payment or, if there is no such date specified, the date of demand for such sum until such sum is paid;

“Kellerstain Land” means that area of ground at Gogar Station Road, Edinburgh shown shaded in pink on Plan 3; **“Management Requirements”**: means in relation to the Calyx Land only: (a) no planting of potatoes thereon or on such part of the larger field owned by Calyx of which the Calyx Land currently forms part; (b) no materially adverse change in the direction of cultivation or other materially adverse changes in cultivation practices; (c) no importation of soil or other materials or objects which contaminates the Calyx Land or materially adversely affect SASA’s Intended Use of the Calyx Land and; (d) no application of organic manures; and (e) if any such soil, materials or objects are placed on the Calyx Land reasonably promptly (having regard to the works required) to remove all such soil, materials or objects and take such other steps as are reasonably required to remove any contamination caused by the placing of such soil, materials or objects on the Calyx Land;

“MELL”: means the said Murray Estates Lothian Limited;

“MELL Affecting Mitigation Works”: means those elements of the Mitigation Works either (i) carried out on land owned by MELL or a MELL Group Company, including without prejudice to the foregoing generality the Buffer Strip or (ii) carried out on land bounding land in the ownership of MELL or a MELL Group Company (*e.g. the boundary fence along the south eastern boundary of the Calyx Land*);

“MELL’s Bank”:

- (a) the client account of MELL’s Solicitors; and/or
- (b) if it is a bank which is a shareholder in CHAPS Clearing Co. Limited, and the funds in question are loan funds from that bank for the purpose of paying MELL Contribution, MELL’s creditor;

“MELL Contribution (Fees)”: means the sum of TWENTY FIVE THOUSAND POUNDS (£25,000) STERLING;

“MELL Contribution (Mitigation Works)”: means the sum of ONE HUNDRED AND FIFTY THOUSAND POUNDS (£150,000) STERLING, as such sum is Index Linked;

“MELL Group Company”: means any company which is a subsidiary or holding company of MELL or a subsidiary of such holding company (as the terms “subsidiary” and “holding company” are defined in section 1159 of the Companies Act 2006);

“MELL’s Solicitors”: means CMS Cameron McKenna Nabarro Olswang LLP (Ref: PACR.MUR138.00011) 1 West Regent Street, Glasgow G2 1AP or such other solicitors as the Seller may appoint in their place from time to time and who have been notified in writing to SASA’s Solicitors;

“Mitigation Works”: means the woodland planting, the erection of hedging, the installation of farm access tracks, the installation of security gates and the erection of a boundary fence along the south eastern boundary of the Calyx Land (where it bounds with land retained by Calyx), all as more specifically detailed in the SAC Report as amended or supplemented by any specification, drawings and plans annexed and forming Part 3 of the Schedule;

“Plan 1”: means the plan marked “Plan 1” of the Calyx Land annexed and forming Part 2 of the Schedule;

“Plan 2” means the plan marked “Plan 2” of the Buffer Strip annexed and forming Part 2 of the Schedule;

“Planning Obligation”: means a planning obligation by agreement to be entered into by inter alia MELL, Calyx, SASA, City of Edinburgh Council as appropriate and potentially other parties as envisaged in the Withdrawal Submission and this Agreement, which will be registered against: (1) the Redheughs Village Site; (2) the Calyx Land; and (3) and the Kellerstain Land and which inter alia (A) provides for payment to SASA of the MELL Contribution (Mitigation Works) (as contribution towards the Mitigation Works); (B) provides for the transfer of the Calyx Land to SASA prior to commencement of the Development; (C) provides for SASA to carry out and complete the MELL Affecting Mitigation Works, including ongoing maintenance for a period, (D) provides that the proprietors of the Kellerstain Land will retain in perpetuity the Buffer Strip (and in order for it to be retained to carry out such maintenance as is reasonable in the circumstances), and (E) provides for formal discharge of obligations once implemented or completed;

“Planning Permission”: means planning permission in principle for the development described in the Application together with the necessary associated approval of matters specified in conditions;

“Redheughs Village Site”: means the area of land known as Redheughs Village, Edinburgh being the subjects of the Application;

SAC Report”: means the Report on Proposed Access and Security Provisions for Gogar Bank Farm prepared by SAC Consulting dated 29 August 2017 a copy of which is annexed and forms Part 6 of the Schedule;

“SASA”: means the said The Scottish Ministers, c/o Science and Advice for Scottish Agriculture, a division of the Rural Economy Directorate of the Scottish Government;

“SASA’s Bank Account”: means Bank: Allied Irish Bank, [REDACTED] (Harper Macleod Client Account) or such other UK clearing bank account as SASA’s Solicitors nominate by written notice to that effect at least 5 Working Days prior to the Completion Date;

“SASA’s Solicitors”: means Harper McLeod LLP (Ref: Peter Ferguson), The Ca’d’oro, 45 Gordon Street, Glasgow, G1 3PE or such other solicitors as SASA may appoint in their place from time to time and who have been notified in writing to MELL’s Solicitors;

“Schedule”: means the schedule in [7] Parts attached hereto which schedule forms part of this Agreement;

“Withdrawal Submission”: means the formal submission of inter alia the arrangements for withdrawal of SASA’s objections to the Application in the form set out in Part 1 of the Schedule; and

“Working Day”: means a day which is neither (1) a Saturday or Sunday nor (2) a public or bank holiday in Glasgow, Edinburgh or London.

2. INTERPRETATION

- 2.1 References to a statute, treaty or legislative provision or to a provision of it shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment at any time then in force and to all subordinate legislation made from time to time under it.
- 2.2 References to "paragraphs", "clauses" or "Schedules" are references to such provisions or parts of this Agreement.

- 2.3 References in the singular shall include references in the plural and vice versa, words denoting either gender shall include the other gender and words denoting natural persons shall include any other persons.
- 2.4 Headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement.
- 2.5 Words following words such as "include" and "including" are intended to be illustrative only (unless expressly stated otherwise) and shall not limit the meaning or sense of the words preceding the words such as "include" and "including".
- 2.6 Reference to a "**Party**" means MELL and/ or SASA and/ or Calyx and includes its successors in title, permitted assignees and permitted transferees and "**Parties**" shall be construed accordingly.
- 2.7 Reference to a "person" includes any person, firm, body corporate, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing.
- 2.8 Unless expressly stated to the contrary, any reference in this Agreement to the right of consent, agreement or approval shall be construed such that such consent, agreement or approval shall not be unreasonably delayed or withheld.

3. GENERAL

- 3.1 This Agreement will come into effect on the Effective Date.
- 3.2 SASA and MELL will each sign (if required) the Withdrawal Submission within 2 Working Days of the Effective Date and SASA's Solicitors will then submit a copy thereof by email to the Case Officer for the Application at the Directorate for Planning and Environmental Appeals within a further Working Day of the Effective Date.
- 3.3 In exchange for SASA signing (if required) and SASA (or SASA's Solicitors) submitting the Withdrawal Submission as aforesaid, MELL will pay to SASA, the MELL Contribution (Fees) within 2 Working Days of the Effective Date. The MELL Contribution (Fees) will be paid by MELL on the due date by instantaneous bank transfer of cleared funds from MELL's Bank to SASA's Bank Account in consideration for the Withdrawal Submission.
- 3.4 In consideration of SASA (or SASA's Solicitors) submitting the Withdrawal Submission:
- 3.4.1 MELL will pay to SASA the MELL Contribution in accordance with Clause 5 of this Agreement;
- 3.4.2 Calyx will convey to SASA (or procure the conveyance to SASA) of the Calyx Land on the Completion Date in accordance the Conveyancing Terms;
- 3.4.3 Calyx will manage and operate (or procure the management and operation of) the Calyx Land between the Effective Date and the Completion Date in accordance with the Management Requirements; and
- 3.4.4 MELL and Calyx will enter into, and where appropriate procure that relevant MELL Group Companies and other relevant parties enter into, the Planning Obligation.

4. WITHDRAWAL OF OBJECTION

- 4.1 It is an essential condition of this Agreement that SASA (or SASA's Solicitors) submits the Withdrawal Submission in accordance with Clause 3.2.

4.2 SASA undertakes not to take any further steps to object to or challenge the Application or a Planning Permission or to encourage or incite any other party to object to or challenge the Application or a Planning Permission. SASA also undertakes not to object to or challenge any Further Application or Further Permission or to encourage or incite any other party to object to or challenge any Further Application or Further Permission. For the avoidance of doubt, apart from the foregoing restrictions, nothing in this Agreement shall prevent or restrict SASA from objecting to or challenging any other applications for planning permission or other planning permissions on the Redheughs Village Site or elsewhere, which are not a Further Application, a Further Permission or a Planning Permission.

4.3 At the request of MELL, SASA will enter into the Planning Obligation but for the avoidance of doubt the Planning Obligation shall not require to be registered against SASA's title.

5. MELL CONTRIBUTION

5.1 The MELL Contribution (Mitigation Works) will be paid by MELL on the Completion Date by instantaneous bank transfer of cleared funds from MELL's Bank to SASA's Bank Account in consideration for the Withdrawal Submission and the other obligations on SASA in terms of this Agreement.

5.2 A payment not made in accordance with Clause 5.1 may be refused.

5.3 If the MELL Contribution (Mitigation Works) or any part of it is not paid to SASA on the Completion Date then MELL will pay to SASA Interest on the outstanding money.

6. MITIGATION WORKS

Timescale

6.1 SASA will notify MELL or its surveyors in writing not less than five (5) Working Days prior to the date of commencement of the MELL Affecting Mitigation Works and immediately after the MELL Affecting Mitigation Works have been completed.

6.2 SASA will commence the MELL Affecting Mitigation Works within six months from the Completion Date (but is at liberty to commence all or part of the Mitigation Works prior to the Completion Date at its own risk and expense but (i) under exception of any such works on the Calyx Land, Kellerstain Field or any other land owned by MELL or any MELL Group Company, and (ii) without prejudice to its right to receive subsequent payment of the MELL Contribution (Mitigation Works) as it becomes due) and complete the MELL Affecting Mitigation Works within thirty six months from the Completion Date.

Conduct of the MELL Affecting Mitigation Works

6.3

6.3.1 SASA will carry out the MELL Affecting Mitigation Works in a proper and workmanlike manner with good quality materials to the satisfaction of the local and any other requisite authority.

6.3.2 SASA will carry out the MELL Affecting Mitigation Works with the least inconvenience, disturbance or disruption reasonably practicable to MELL, any MELL Group Company affected and to the owners and occupiers of adjoining or neighbouring premises as is commensurate with SASA carrying out the MELL Affecting Mitigation Works in a proper and workmanlike manner and with appropriate tools and machinery and using appropriate working practices.

- 6.3.3 SASA will make good to the reasonable satisfaction of MELL all damage arising out of or incidental to the MELL Affecting Mitigation Works including any damage to property owned by MELL or any MELL Group Company, or any adjoining or neighbouring premises.

Maintenance

- 6.4 For a period of 5 years following completion of the MELL Affecting Mitigation Works, SASA will be responsible for the ongoing maintenance of the woodland, hedging, farm access tracks, security gates and the boundary fencing planted or erected as part of the MELL Affecting Mitigation Works (including the Buffer Strip) and as such will keep such woodland, hedging, farm access tracks, security gates and the boundary fencing in a good state of condition and repair.
- 6.5 Without prejudice to the generality of Clause 6.4, SASA shall ensure that all trees and hedges which are planted as part of the Buffer Strip are properly established (and where required will plant replacements) such that at the end of the 5 year period the Buffer Strip should with routine maintenance be capable of being retained in perpetuity.
- 6.6 From and after the expiry of the said 5 year period in Clause 6.5, MELL shall procure that the owner of the Kellerstain Land shall ensure that the Buffer Strip is retained in perpetuity and, in order for it to be retained to carry out such maintenance as is reasonable in the circumstances.

Licence to Occupy

- 6.7
- 6.7.1 For the purpose of carrying out and completing the MELL Affecting Mitigation Works and the ongoing maintenance in accordance with this Clause 6 MELL and Calyx hereby grants (or shall procure that the appropriate MELL Group Company grants), SASA, its contractor, its consultants and all persons reasonably authorised by them with effect from the Completion Date licence to enter land in the ownership of MELL or any MELL Group Company reasonably necessary to carry out, or cause to be carried out, the MELL Affecting Mitigation Works and the ongoing maintenance in accordance with the provisions of this Clause 6 and for no other purpose whatsoever PROVIDED THAT:
- (a) nothing herein contained shall be construed as creating a tenancy of the land in question or any part thereof nor shall SASA have or be entitled to any ownership right title or interest in the said land or exclusive possession of the said land or any part of it; and
 - (b) SASA's entitlement to access to the said land derives only under this licence.

Indemnity

- 6.8 Except to the extent that the same arises through the default or negligent act or omission of MELL or any MELL Group Company or or those for whom they are legally responsible SASA will indemnify MELL effectually against:
- 6.8.1 all actions or other proceedings, costs, claims, losses and demands howsoever arising in relation to the carrying out and completion of the MELL Affecting Mitigation Works and the ongoing maintenance; and

6.8.2 any liability due to any requirements of the Health and Safety at Work Etc Act, 1974 by reason of or arising out of the MELL Affecting Mitigation Works other than any criminal sanctions imposed by the court under this legislation.

7. CALYX LAND

7.1 SASA confirms that as at the Effective Date the Calyx Land is suitable for its Intended Use and operations and there is no breach of the Management Requirements.

7.2 If as at the Completion Date, as a consequence of a breach by Calyx of its obligations under Clause 3.4.3, such that the Calyx Land has become infested with *potato cyst nematode* or is otherwise rendered unusable for the Intended Use, then SASA (acting reasonably) by notice to Calyx shall be entitled to require Calyx to remedy the breach in which case Calyx shall comply with those reasonable requirements, such that they begin to comply with those reasonable requirements within one (1) month after being notified of them and diligently complete any such works required. If Calyx does not comply with this Clause 7.2, SASA may enter the Calyx Land and carry out any works required itself. Calyx must repay, on demand, all the reasonable costs SASA properly incurred in so doing.

7.3 Without prejudice to Clause 3.4.3 or otherwise, Calyx may, but is not obliged to do so, cease farming operations on the Calyx Land from the Effective Date to the Completion Date. In that event, Calyx will use all reasonable endeavours to ensure that the Calyx Land is in good environmental and agricultural condition and suitable for the Intended Use including without prejudice to the foregoing generality carrying out weed control for injurious weeds and invasive non-native species. In the event that there is any conflict between works to put in good environmental and agricultural condition or to make suitable for the Intended Use, then the latter shall take priority.

8. COSTS

8.1 Each Party shall be responsible for its own costs in relation to the negotiation and conclusion of this Agreement.

8.2 MELL will however make a contribution of up to Two Thousand Five Hundred Pounds (£2,500) Sterling towards the reasonable and vouched legal expenses properly incurred by SASA in negotiating the Planning Obligation. The contribution will be paid prior to the Planning Obligation being registered in the Land Register of Scotland.

9. NOTICES

9.1 Any notice, objection or communication to be given under this Agreement shall be in writing and shall be duly given if signed by a duly authorised person on behalf of the Party giving such notice, objection or communication and delivered by hand, by first class post to the relevant address set out in Clause 9.1.

9.1.1 MELL's address for service is:

- (a) Murray Estates Lothian Limited
26 Charlotte Square
Edinburgh
EH2 4ET

All written notices to be marked:

“URGENT: Attention of the Managing Director”

9.1.2 SASA’s address for service is:

(a) SCIENCE AND ADVICE FOR SCOTTISH AGRICULTURE

1 Roddinglaw Road,

Edinburgh

EH12 9FJ

All written notices to be marked:

“URGENT: Attention of Chief Plant Health Officer for Scotland”

9.2 Either Party shall be entitled to amend in any respect the communication particulars which relate to it and which are set out in Clause 9.1. Any such amendment shall be made only by notice given to the other party in accordance with Clause 9.

9.3 Notices, objections or communications given under this Agreement shall be deemed to have been received as follows:

9.3.1 if sent by hand or by registered post, at the time of delivery (and for the purpose of this Clause 9.3.1 delivery by hand shall include delivery by a reputable firm of couriers); and

9.3.2 if sent by prepaid first class post, from and to any place within the United Kingdom, two Working Days after posting unless otherwise proven.

9.4 Except as expressly provided herein, if in Clause 9.1 there is specified any person to whom copies of notices shall also be sent the Party serving a notice shall send a copy of the notice in question to such person at the address for serving copies as specified in Clause 9.1. Such copy notice shall be sent at the same time as the original notice.

10. ASSIGNATION AND BINDING SUCCESSORS

10.1 In the period up to Completion, neither MELL nor Calyx will be entitled to assign all or any part of their rights or obligations under this Agreement to any MELL Group Company or to any successor in title to MELL or Calyx or such MELL Group Company without the prior written consent of SASA (which consent shall not be unreasonably withheld or delayed). Thereafter MELL will be entitled to assign all or any part of their rights or obligations under this Agreement without the consent of SASA subject to giving notice of any such assignation forthwith after the completion of any such assignation.

10.2 SASA shall be entitled to assign its rights under this Agreement to any statutory successor of SASA as operator of the SASA facility at Gogarbank Farm but shall not be otherwise entitled to assign without the consent of MELL (which consent shall not be unreasonably withheld or delayed).

11. TERMINATION OF THIS AGREEMENT

If the Application is refused, then MELL shall be entitled (but not bound) to terminate this Agreement by notice to SASA.

12. ENTIRE AGREEMENT

12.1 This Agreement constitutes the entire understanding and agreement between the Parties in relation to the subject matter of this Agreement and any objections that SASA may have to the Application.

13. COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts and by each of the Parties on separate counterparts.

13.2 Where executed in counterparts:

13.2.1 unless otherwise agreed between the Parties, this Agreement shall not take effect until each of the counterparts has been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (“**Counterparts Act**”);

13.2.2 each counterpart will be held as undelivered until the Parties agree a date on which the counterparts are to be treated as delivered;

13.2.3 the counterparts shall be treated as a single document pursuant to the Counterparts Act; and

13.2.4 the Parties agree that where a person is nominated under section 2(1) of the Counterparts Act to take delivery of one or more of the counterparts, the obligations and/or duties of that person under section 2(3) of the Counterparts Act shall be excluded and such person shall hold such counterparts in accordance with any other arrangements agreed between the Parties. The Parties agree that this clause is for the benefit of any such nominated person and can be relied upon by such person notwithstanding that such person may not be a party to this Agreement

14. GOVERNING LAW

14.1 This Agreement and any matter arising from it shall be governed by the Laws of Scotland and each Party submits to the exclusive jurisdiction of the Scottish courts.

16. CONSENT TO REGISTRATION

The Parties consent to registration of this Agreement for preservation and execution: **IN WITNESS WHEREOF** these presents typewritten on this and the [10] preceding pages are, together with the Schedule, executed as follows:

They are signed for and on behalf of the said **MURRAY ESTATES LOTHIAN LIMITED**

at..... (insert place of signing)

on..... (insert date of signing)

by..... (signature)

..... (print full name)

Director/Company Secretary/Authorised Signatory *

by..... (signature)

..... (print full name)

Director/Authorised Signatory/Witness *

..... (address of witness if used)

.....

* Please delete as applicable

They are signed for and on behalf of the said **THE SCOTTISH MINISTERS**

at..... (insert place of signing)

on..... (insert date of signing)

by..... (signature)

..... (print full name)

Authorised Signatory *

by..... (signature)

..... (print full name)

Authorised Signatory/Witness *

..... (address of witness if used)

.....

* Please delete as applicable

They are signed for and on behalf of the said **MURRAY ESTATES (CALYX VILLAGE (NORTH)) LIMITED**

at..... (insert place of signing)

on..... (insert date of signing)

by..... (signature)

..... (print full name)

Director/Company Secretary/Authorised Signatory *

by..... (signature)

..... (print full name)

Director/Authorised Signatory/Witness *

..... (address of witness if used)

.....

* Please delete as applicable

This is the Schedule referred to in the foregoing Agreement between Murray Estates Lothian Limited, The Scottish Ministers and Murray Estates (Calyx Village (North)) Limited.

SCHEDULE

PART 1 WITHDRAWAL SUBMISSION

JOINT STATEMENT ON BEHALF OF MURRAY ESTATES LOTHIAN LIMITED AND SCIENTIFIC ADVICE FOR SCOTTISH AGRICULTURE IN CONNECTION WITH MURRAY ESTATES APPLICATION TO DEVELOP LAND 1000 METRES NORTH-WEST, SOUTHWEST & WEST OF HERMISTON JUNCTION M8 GOGAR STATION ROAD EDINBURGH DPEA REFERENCE: NOD-EDB-002 (“THE APPLICATION”).

1. Following completion of the initial inquiry session into SASA's objections to the Application which was held on 22 and 23 May 2017, SASA and Murray Estates met to explore whether a scheme of mitigation could be agreed between the parties that would resolve SASA's objection to the Application. It was agreed that SAC would be instructed to prepare an update to its report on Access and Security for SASA's facility (which formed SASA 68) to model the effects of a potential scheme of mitigation which emerged from the discussions.
2. SAC has produced an updated report (which is attached hereto and forms document SASA 86) which considers the whole of SASA's landholding in the light of known current and potential pressures and impacts thereon arising from the Application and from other sources. The Report recommends measures that should be put in place to try to secure SASA's facility in the long term by mitigating the potential impacts that might arise from the development covered by the Application and providing a measure of mitigation against other pressures and impacts.
3. SASA has given careful consideration to the updated SAC Report and has concluded that the substantial woodland planting proposed on the eastern boundary of Station Field and the southern and western boundaries of Murray Estate's Kellerstain Field combined with enhanced boundary treatments adjacent to existing pedestrian routes, all as detailed in the updated SAC report, would adequately mitigate the potential direct impacts of the development covered by the Application on SASA's facility. Murray Estates has agreed to pay a substantial financial contribution of £150,000 (index linked from 1 January 2018) towards the cost of the relevant mitigation measures.
4. Murray Estates accept that the implementation of the mitigation measures referred to above would have a consequential impact on SASA's operations through the reduction of the workable land available to SASA for its nationally important field trials and ancillary operations and activities. Accordingly, Murray Estates has agreed to convey to SASA at nil cost the area of land adjacent to the SASA facility shown delineated in red on the attached plan (which plan forms SASA 87). SASA acknowledges this land is suitable for its operations and adequately mitigates the loss of existing workable land as a consequence of implementing the mitigation measures set out in the updated SAC Report as referred to above.
5. SASA is satisfied that delivery of the land and payment of the financial contribution referred to above would provide sufficient mitigation to allow it to withdraw its objections to the Application. SASA acknowledges that, in addition to providing adequate mitigation of the impact, the transfer of land to SASA has a beneficial impact on SASA's ability to conduct its operations at its nationally significant facility at Gogarbank.

6. SASA and Murray Estates have agreed that, if Scottish Ministers were minded to grant planning permission, it would be essential to secure delivery of the arrangements outlined above for the relevant parties to enter into and register prior to the issue of planning permission a planning obligation covering: (1) the Application site; (2) the land shown delineated red on SASA 87; and (3) and the land at Kellerstain shown shaded pink on SASA 88 and which (A) guarantees payment to SASA by the owner or developer of the Application site of £150,000 (index linked from 1 January 2018) towards the mitigation measures in the updated SAC Report; (B) provides for transfer of the area of land shown delineated in red on the attached plan (SASA 87) to SASA prior to commencement of development; and (C) provides that the proprietors from time to time of the land at Kellerstain will, following its installation and establishment by SASA, retain and maintain in perpetuity the tree buffer to be planted on the southern and western boundaries of Kellerstain as part of the mitigation measures described in SASA 86.
7. The withdrawal of SASA's objection is conditional on the completion and registration of a planning obligation in the terms set out above. Without completion and registration of such a planning obligation, SASA would not have sufficient assurance that the required mitigation measures would be delivered and as such would not be in a position to withdraw its objection.
8. SASA and Murray Estates would be happy to engage with City of Edinburgh Council and other interested parties to seek to agree the detailed wording of such a planning obligation during the ongoing Inquiry process if that would be of assistance to the Reporter.

PART 2
THE PLANS

PART 3
ADDITIONAL SPECIFICATION OF THE MITIGATION WORKS

1. The installation of a “Deer” Fence along the south and western boundaries of the Kellerstain Land which Deer Fence shall extend to 685 metres or thereby.

PART 4
THE CONVEYANCING TERMS

1. INTERPRETATION

In this Part 4 of the Schedule to this Agreement, the following additional definitions apply:

“**2003 Act**”: the Land Reform (Scotland) Act 2003;

“**2003 Act Notice**”: any copy application, invitation to make representations or notice in terms of the 2003 Act in respect of the Calyx Land;

“**2012 Act**”: the Land Registration etc (Scotland) Act 2012;

“**Advance Notice**”: an advance notice as defined in Section 56 of the 2012 Act;

“**Completion**” means the Completion Date, or if later, the date when the transfer of the Calyx Land is completed in terms of this Agreement;

“**Disclosed Documents**”: the documents listed in Part 7 of the Schedule;

“**Disposition**”: the disposition of the Calyx Land in favour of SASA in terms of the draft set out in Part 5 of the Schedule;

“**Encumbrances**”: encumbrances as set out in Section 9 of the 2012 Act;

“**RCIL**”: the register of community interests in land held by the Keeper of the Registers of Scotland;

“**Title Deeds**”: the title deeds of the Calyx Land as set out in the Disclosed Documents;

2. ENTRY AND APPORTIONMENTS

Entry

2.1 Entry to and vacant possession of the Calyx Land will be given on the Completion Date.

Apportionments

2.2

2.2.1 All outgoing for the Calyx Land (other than rates) will be apportioned as at Completion on an equitable basis.

2.2.2 Within 5 Working Days after Completion, Calyx or Calyx’s Solicitors will advise the local authority of the change of ownership of the Calyx Land so that any apportionment of rates can be carried out by the local authority.

3. DISCLOSED DOCUMENTS

3.1 Subject to Clause 5, SASA is deemed to have examined the Disclosed Documents and accepts that it is acquiring the Calyx Land on the basis that it has satisfied itself on all matters disclosed in them and on the validity and marketability of Calyx’s title to the Calyx Land.

3.2 Clause 3.1 will override any other provision of the Missives apparently to the contrary and any confirmation given by Calyx in the Missives is given subject to the Disclosed Documents whether or not that is expressly stated.

4. TITLE

Encumbrances

4.1 So far as Calyx is aware there are no Encumbrances affecting the Calyx Land other than as referred to in the Disclosed Documents.

4.2 The Calyx Land is sold with and under the Encumbrances affecting the Calyx Land whether specified or referred to in the Title Deeds or not.

Minerals

4.3 The minerals are included in the sale to the extent to which Calyx has any right to them.

Outstanding Disputes

4.4 During the period of MELL and Calyx's ownership of the Calyx Land, there have been no disputes which remain outstanding with neighbouring proprietors or third parties about items common to the Calyx Land and adjacent premises, access to or from the Calyx Land, the title to the Calyx Land or similar matters.

4.5 ***Possession etc***

Calyx confirms that as at the Effective Date:

4.5.1 it is currently in possession of the Calyx Land and has been in possession of the Calyx Land openly, peaceably and without judicial interruption for a continuous period of at least one year; and

4.5.2 the Keeper has not intimated to Calyx that the Land Register is inaccurate by reason of Calyx not being the true proprietor of the Calyx Land.

4.6 Calyx's application for registration of title to the Calyx Land is still being processed by the Land Register of Scotland. Once received, Calyx will exhibit the issued Title Sheet to SASA. Calyx will take account of, and raise with the Keeper, any reasonable representations made by SASA in respect of the terms of the issued Title Sheet.

Community Interests

4.7 As at the Effective Date, Calyx has not received any 2003 Act Notice.

Advance Notices

4.8

4.8.1 Calyx will apply to the Keeper for an Advance Notice for the Disposition, in the form adjusted with SASA, to be either (i) entered on the application record for the Calyx Land or (ii) recorded in the Register of Sasines no earlier than 5 Working Days prior to the Completion Date. The cost of the Advance Notice for the Disposition will be met by Calyx.

4.8.2 Calyx consents to SASA applying to the Keeper for Advance Notices for any deeds which SASA intends to grant in relation to the Calyx Land. The cost of any Advance Notices which SASA applies for will be met by SASA.

4.8.3 If Completion is likely to occur after the Completion Date, Calyx, if requested to do so by SASA, will apply for a further Advance Notice for the Disposition, in the form adjusted with SASA, and the cost of any additional Advance Notices will be met:

4.8.4 by Calyx, if the delay in settlement is due to any failure or breach by or on behalf of MELL or Calyx to implement its obligations under this Agreement on time; or

- 4.8.5 by SASA, if the delay in settlement is due to any failure or breach by or on behalf of SASA to implement its obligations under this Agreement on time.
- 4.8.6 Calyx's Solicitors will not provide any letter of obligation which undertakes to clear the records of any deed, decree or diligence.

Land Register Requirements

4.9

- 4.9.1 Subject to Clause 4.9.4 Calyx will deliver to SASA, on demand from time to time and at Calyx's expense, such documents and evidence as the Keeper may require to enable the Keeper to update or create (as the case may be) the Title Sheet of the Calyx Land to disclose SASA as the registered proprietor of the whole of the Calyx Land. Such documents will include:
- 4.9.2 a plan or bounding description sufficient to enable the Calyx Land to be identified on the cadastral map; and
- 4.9.3 evidence (such as a plans report) that (i) the description of the Calyx Land in the Title Deeds is habile to include the whole of the occupied extent and (ii) there is no conflict between the extent of the Calyx Land and any registered cadastral units.
- 4.9.4 After Completion, Calyx will deliver such documents and evidence as are specified in Clause 4.9.1 only if the Disposition is presented for registration not later than 14 days after Completion.
- 4.9.5 If the application for registration of the Disposition is rejected by the Keeper, then Calyx will co-operate with SASA and, at SASA's expense, do such acts and things (including obtaining a further Advance Notice), execute such deeds and documents and deliver such documents and evidence as may be required to enable the Keeper to update or create (as the case may be) the Title Sheet of the Calyx Land to disclose SASA as the registered proprietor of the whole of the Calyx Land.

Trust Clause

- 4.10 If Calyx is a company and if requested in writing by SASA at least 3 Working Days prior to the Completion Date, the Disposition will incorporate a declaration that Calyx will hold the Calyx Land as trustee for SASA and its successors, until the Keeper has created or updated (as the case may be) the Title Sheet of the Calyx Land to disclose SASA as the registered proprietor of the whole of the Calyx Land.

5. COMPLETION

At Completion Calyx will deliver to SASA:

Disposition

- 5.1 the Disposition duly executed by Calyx;

Title Deeds

5.2

5.2.1 the Title Deeds; and

5.2.2 all necessary links in title evidencing Calyx's exclusive ownership of the Calyx Land;

Disclosed Documents

5.3 the remaining Disclosed Documents;

Legal Reports

5.4

5.4.1 a legal report (incorporating a personal search against Calyx) brought down to a date as near as practicable to Completion which report will show:-

- (a) no entries adverse to Calyx's interest in the Calyx Land;
- (b) the Advance Notice for the Disposition;
- (c) no other Advance Notices other than those submitted by SASA; and
- (d) no caveats registered against Calyx's title;

the cost of the legal report and search being the responsibility of Calyx;

Charges Searches

5.5 searches in the Register of Charges and Company File of Calyx from the date of its incorporation or the date of inception of the Register (whichever is the later) brought down:

5.5.1 as near as practicable to Completion; and

5.5.2 within 3 months following Completion, to a date at least thirty six days after Completion;

in both cases disclosing no entry prejudicial to SASA's interest but Calyx's Solicitors will not provide a letter of obligation in respect of the updated search in the register of charges and company file;

Discharge/Deed of Restriction

5.6 a discharge/deed of restriction duly executed by the heritable creditor in any standard security affecting the Calyx Land together with completed and signed application forms for recording/registration and payment for the correct amount of recording/registration dues;

Letter of Consent and Non-crystallisation

5.7 a letter of consent and non-crystallisation in the holder's usual form (releasing the Calyx Land from charge or otherwise in terms that confer a valid title on SASA subject to compliance with any time limit for registration of SASA's title) in respect of the transaction envisaged by this Agreement from each holder of a floating charge granted by Calyx;

Other Documents

5.8 any other deeds and documents to be delivered to SASA on or before Completion in terms of the Missives.

6. POST COMPLETION

Provided that the Disposition is presented for registration prior to the earlier of 14 days after Completion and the date of expiry of the last Advance Notice registered in relation to the Disposition in terms of Clause 5.7, the updated or newly created Title Sheet of the Calyx Land will contain no exclusion or limitation of warranty in terms of Section 75 of the 2012 Act and disclose no entry, deed or diligence (including any charging order under the Buildings (Recovery of Expenses) (Scotland) Act 2014 or any notice of potential liability for costs registered under the Tenements (Scotland) Act 2004 or the Title Conditions (Scotland) Act

2003) prejudicial to the interest of SASA other than such as are created by or against SASA or have been disclosed to, and accepted in writing by, SASA prior to Completion.

7. DAMAGE OR DESTRUCTION

7.1 Risk of damage to or destruction of the Calyx Land will not pass to SASA until Completion.

8. STATUTORY MATTERS

Statute

8.1 SASA is deemed to have satisfied itself on the application of all statute and statutory regulations and rules in so far as affecting or relating to the Calyx Land and, except as expressly provided for in the Missives, Calyx gives no warranties or assurances on such matters.

Statutory Repairs Notices

8.2 Any local authority statutory repairs notices (other than any notice or requirement of any Environmental Authority made pursuant to the Contaminated Land Regime (as such terms are defined in Clause 10)) affecting the Calyx Land which are issued prior to Completion will as between SASA and Calyx be the responsibility of Calyx except to the extent that they are instigated by or with the authority of SASA. Liability under this Clause will subsist until met and will not be avoided by the issue of a fresh notice.

9. ENVIRONMENTAL

Definitions

9.1 In Clauses 8.2 and 9:

“**Contaminated Land Regime**”: the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument, circular or guidance issued under it;

“**Environment**”: any and all organisms (including humans), ecosystems, natural or man-made buildings or structures, and the following media:

- (a) air (including air within buildings or structures, whether above or below ground);
- (b) water (including surface and ground water and water in wells, boreholes, pipes, sewers and drains); and
- (c) land (including surface land and sub-surface strata and any land under seabeds or rivers, wetlands or flood plains);

“**Environmental Authority**”: any person or legal entity (whether statutory or non-statutory or governmental or non-governmental) having regulatory authority under the Contaminated Land Regime; and

“**Hazardous Substances**”: any natural or artificial substance (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) capable of causing harm to the Environment and/or harm to the health of living organisms or other interference with the ecological systems of which they form part and/or harm to Calyx Land and/or in the case of humans, offence caused to any sense.

Agreement as to Environmental Liabilities

9.2 Calyx and SASA agree that:

- 9.2.1 if any notice or requirement of any Environmental Authority made pursuant to the Contaminated Land Regime is served on or made of either of them in respect of the Calyx Land or any Hazardous Substances attributable to the Calyx Land, then, as between Calyx and SASA, the sole responsibility for complying with such notice or requirement is to rest with SASA to the exclusion of Calyx; and
- 9.2.2 if any Environmental Authority wishes to recover costs incurred by it in carrying out any investigation, assessment, monitoring, removal, remedial or risk mitigation works under the Contaminated Land Regime in respect of the Calyx Land or any Hazardous Substances attributable to the Calyx Land from either or both of Calyx and SASA then, as between Calyx and SASA, the sole responsibility for the payment of such costs is to rest with SASA to the exclusion of Calyx.

The agreements outlined under Clauses 9.1 and 9.2 are made with the intention that any Environmental Authority serving any notice or seeking to recover any costs should give effect to the agreements pursuant to the Contaminated Land Regime.

Calyx and SASA agree that the appropriate Environmental Authority may be notified in writing of the provisions of Clause 9 if required to give effect to the agreements outlined under Clauses 9.1 and 9.2.

Sold with Information

9.3

- 9.3.1 SASA acknowledges to Calyx that:
- (a) it has carried out its own investigations of the Calyx Land for the purposes of ascertaining whether, and if so the extent to which, Hazardous Substances are present in, on, under or over the Calyx Land;
 - (b) such information gathered through those investigations is sufficient to make SASA aware of the presence in, on, under or over the Calyx Land of any Hazardous Substances referred to in the reports;
 - (c) it relies at its own risk on the contents of any report, plan and other written material and information either disclosed to it or orally communicated to it by or on behalf of Calyx both as to the condition of the Calyx Land and as to the nature and effect of any remedial works which may have been carried out and no warranty is given or representation made by or on behalf of Calyx in this respect; and
 - (d) it has satisfied itself as to the condition of the Calyx Land.
- 9.3.2 Both parties agree that:
- (e) Calyx is a large commercial organisation and SASA is a large public body;
 - (f) SASA has been given permission and adequate opportunity to carry out its own investigations of the Calyx Land for the purpose of ascertaining whether, and if so the extent to which, Hazardous Substances are present in, on, under or over the Calyx Land;
- and
- (g) Calyx will not retain any interest in the Calyx Land or any rights to occupy or use the Calyx Land following Completion.

The acknowledgements in this Clause 9.3 are made in order to exclude Calyx from liability under the Contaminated Land Regime so that Calyx is not an appropriate person, as defined in it.

**PART 5
DISPOSITION**

PART 6
SAC REPORT

Proposed Access and Security
Provisions for Gogar Bank Farm (V3)
As Revised August 2017
Science and Advice for Scottish
Agriculture (SASA)

Prepared for: Gerry Sadler

Prepared by: SAC Consulting

Contact: Jim Campbell

Phone: 0131 603 7503

Email: jim.campbell@sac.co.uk

Date: 29 August 2017



SAC Consulting is a division of SRUC

Leading the way in Agriculture and Rural Research, Education and Consulting

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1 Introduction

Science and Advice for Scottish Agriculture (SASA) management is concerned that the proposed development by Murray Estates on land adjacent to their site at Gogar Bank Farm is likely to increase the volume of foot traffic on existing roads, paths and accessible land and vehicular traffic on the public roads in the area. They are concerned about the potential affect that this increased traffic will have on the following issues;

- Security of their field trial plots.
- Integrity of their on-going trial work.
- Safety of their staff, visitors to their site and the general public.
- Access to their sites for staff and equipment.
- Security of their equipment.
- Safe access for the public to existing and potential recreational routes.

With this in mind SASA have given consideration to whether steps could be taken to mitigate these issues and have brought forward potential mitigation options to this end. SASA initially approached SAC Consulting to consider these options, to prepare some layout plans and details describing the proposals, to calculate the land area lost in terms of availability for future trial work and to make an estimate of the costs associated with the measures.

Following further discussions between SASA and Murray Estates some further alterations to the proposals have been brought forward. This revised report (V3) includes these revisions. We have not assessed the operational impacts which would result from the loss or working farm area or the introduction of an internal road network. We do not express a view on whether the potential solution would address or mitigate the issues and problems identified.

This revised report should be read in conjunction with drawings **20119569-10-R1 Proposed access & security provisions – revised layout** and **20119569-11-R1 Proposed access & security provisions – revised details**.

2 Existing site details

SASA's land at Gogar Bank Farm is approximately centred on OS grid reference NT 165 712. It is divided by the main Edinburgh to Glasgow railway line, with half of the land lying to the north and the main farm buildings, office complex and remainder of the land lying to the south. Two minor roads run north to south through the land;

- Roddinglaw Road runs past the farm buildings and office complex and crosses the railway by a bridge close to Roddinglaw Business Park.
- Gogar Station road runs along the eastern boundary of the land and crosses the railway by a bridge near to Gogar Bank Broiler Farm.

Access for agricultural machinery from the farm buildings to the land north of the railway is currently gained either via Roddinglaw Road or along Gogarmuir Road which runs along the southern edge of the land to Gogar Station Road. Railway crossing is restricted to the bridges on these two public roads.

The site is further divided on its eastern side by the M8 motorway. Access to fields east of the M8 is gained from Gogarmuir road which passes over the motorway close to Gogar Bank Farm. All three of the roads used for access (i.e. Roddinglaw Road, Gogar Station Road and Gogarmuir Road) are narrow and with existing traffic levels moving large slow moving agricultural vehicles can be challenging.

In addition to vehicular and foot traffic on these roads there is also a public right-of-way footpath running from Gogar Station Road through to Roddinglaw Road north of the railway. This track doubles as farm access to two large fields to its north and to the fields between it and the railway to its south.

3 Proposed adaptations

3.1 Site security

In order to minimise the risk of field trial plots being compromised by pedestrian to the potential mitigation option would involve planting dense hedging around fields to discourage access. New hedges will be created by placing plants in three parallel rows each 330 mm apart with similar spacing along the rows and with the rows staggered to provide maximum density. Plant species proposed include;

Crataegus monogyna

Prunus spinosa

Rosa canina

Ilex aquifolium

Malus sylvestris

Acer campestre

Plants to be a minimum height of 600 mm when planted so that a mature hedge of up to 2.0 m wide by 1.5 m high is obtained in as short a time as possible. Spiral guards and mulch mats to be provided to protect young plants. Where access is required for field equipment 1.9 m high by 4.9 m wide gates will be installed and hedges will be trained to provide a close fit with the gate posts. It is anticipated that the new hedging will improve wildlife habitats and movement corridors. As per Good Agricultural and Environmental Conditions (GAEC) it is proposed that no cultivation or spreading of fertilisers (organic manure, chemical or nitrogen) will take place within 2.0 m of the centreline of new hedges. A layout of the proposed new hedging is shown on drawing 20119569-10-R1 and details of the proposed hedge and gates are shown on drawing number 20119569-11-R1. To provide a secure perimeter prior to the hedges becoming established a temporary 1.5 m high post and wire fence is proposed external to the new hedges.

3.2 Access for farm traffic

In order to reduce the requirement to operate farm traffic on the public road network and to reduce the points where farm traffic routes and public access routes coincide, expansion of the internal farm access track network would be required. The limitations set by the existing railway crossing points mean that movement of farm traffic on the public road cannot be eliminated but two proposed east to west internal tracks, one north and one south of the

railway will greatly improve the separation of farm and general road and foot traffic. Drawing 20119569-10-R1 shows the proposed layout of the new farm access tracks. This option involves a new equipment shed at a site north of the railway to allow field equipment to be stored securely, reducing the frequency at which it needs to return it to the main farm buildings at Gogar Bank Farm.

3.3 Public access

It is recognised that the proposed development is likely to result in an increase in the numbers of people seeking access over the land for recreation, dog walking etc. Rather than attempt to completely exclude the general public from the entire area (which is considered undesirable for a number of reasons), to preserve the integrity of on-going and future field trial work from trespass it was proposed that access routes were designated and enhanced to provide attractive options.

However following discussion with the relevant parties this proposal has been dropped in favour of the establishment of the creation of a woodland buffer strip along Gogar Station Road on the eastern boundary. The existing right-of-way will be maintained and hedging will be required on both sides of it.

To compensate for the loss of land required by these measures the developers have offered to transfer ownership of an additional piece of land to SASA. This piece of land will be divided from the western end of an existing field which lies between Gogar Muir Road and the Union Canal. Hedging and fencing of this piece of land has been included for in this report.

4 Methodology used to quantify proposed changes

4.1 Site Assessment

A walkover survey of SASA land was carried out by Jim Campbell of SAC Consulting along with SASA's Alex Russell and farm manager Robert Campbell. The existing site layout and access routes were established and noted. Security requirements and proposals for new and improved access routes were discussed. Operational requirements in respect of field access, gate locations etc. were established. Potential routes for farm access and for public access were proposed and refined through on-site discussion.

Drawings 20119569-01 and -02 were prepared using "Autocad" computer-aided design (CAD) software. Ordnance Survey "Mastermap" data for the area was imported to an autocad drawing. Detail collected on site was overlaid on the Ordnance Survey base layer and existing field boundaries and other features used for calculation purposes are those provided in the OS data.

4.2 Proposed features

Proposed hedging, gates, farm access tracks and public access tracks as described in section 3 were then drawn onto the CAD drawing. Following discussion of these features the proposed public access tracks were removed and the buffer strip added. The revised sections and details in drawing 20119569-11-R1 show how the proposed features have been located in relation to each other and to existing field boundaries.

4.3 Measurements

Linear features were measured from the CAD drawings. Existing field areas quoted are those shown on the farm's Integrated Administration and Control System (IACS) map as supplied by the Scottish Government's Rural Payments and Inspections Division (SGRPID). Adjusted areas excluding areas taken by the proposed hedges and tracks have been calculated from the drawing using the CAD software.

4.4 Proposed building

The size of the proposed new building is based on SASA staff's estimate of the storage requirements required to allow them to undertake seasonal operations at the trial sites without the need to return field equipment and materials to the main steading each evening.

4.5 Proposed woodland buffer strip

SAC Consulting's woodland adviser has provided a design for the proposed woodland buffer strip which would be 50% Sycamore and 30% Silver birch, 10% Hazel, 5% Rowan and 5% Wild Cherry planted at 2m spacing. A total of 4,500 trees would be required for the area shown on drawing 20119569-10-R1. They should be protected by 1.2m high individual tree shelters supported by 1.35m treated stakes. Weeding will be required, a spot spray of round up around each shelter, for up to 4 years after planting in the sixth or seventh year the tree shelters will need to be removed. The total cost including supervision costs will be £21,130 (Yr 1 £16500, yr2 £2300, yr3 £930, yr 4 £780 and yr 7 £620. This is assuming the soil is in good condition and has not been compacted by any construction work – no mechanical ground preparation has been allowed for.

Assuming the planting is not a condition of planning consent then it would be eligible for an FGS grant. To be eligible for the grant 20% Scots pine would have to be planted instead of some of the Sycamore and Birch. The scots pine would require mesh guards. The cost would be similar plus a fee of £1500 to cover the cost of applying for the grant. The amount of grant available would currently be of the order of £19,140.

4.6 Estimate of costs

Overall cost estimates were made by multiplying unit costs by the quantities measured as described in 4.3. Where possible unit costs used were obtained largely from the SGRPID website which maintains costs for the purpose of grant applications or from SAC's farm management handbook 2016/17. In the case of the hedging proposed which is one and a half times as wide as a typical hedge and contains 50% more plants than a typical hedge funded under SGRPID managed grants the additional cost has been estimated at 1.25 times the cost quoted on their website for a standard width hedge to allow for the additional plants and materials and some extra labour.

5 Land lost to proposed adaptations

For each existing field on the farm the landtake associated with the potential changes has been calculated and is presented in table 4.1 below.

Field name	Existing area as stated in IACS (ha)	Area lost to upgraded security and farm access arrangements (ha)	Area gained in added field (ha)	Useable area remaining (ha)
North	11.730	0.194		11.536
Triangle	7.840	0.110		7.730
Big Moorland	6.830	0.096		6.734
Canal	2.930	0.093		2.837
Big Box	12.550	0.123		12.427
Long Rigg	1.360	0.000		1.360
Hanley	10.900	0.142		10.758
Spring	5.950	0.186		5.764
Cottage	6.500	0.038		6.462
Kirklands	8.860	0.536		8.324
Hospital	12.980	0.162		12.818
Orchard	4.250	0.043		4.207
Unnamed (south of Kelerstain)	5.300	0.344		4.956
Trefoil	10.850	0.291		10.559
Station	12.090	1.488		10.602
Gogarbank	10.950	0.886		10.064
Field east of Kelerstain				0.000
Gogar Moor Bridge (added field)			7.000	7.000
Total	131.870	4.732	7.000	134.138

Table 4.1: Landtake required for proposed changes to security & access

6 Budget costs

6.1 Capital costs

Budget capital costs for the adaptations proposed have been estimated. Unit costs for the individual items included within the proposals used in these calculations are shown in table 5.1.

Unit Costs			
			All inclusive of materials + labour
Hedging	8.10	£/m	3 rows @ 9 plants per metre total including guards
Farm access track	25.80	£/m	3 m wide x 300 mm Forest road spec from RPID website
Gates	325.00	£ each	As per drawing
Temporary fence	6.90	£/m	Post and wire 1.5 m high
Deciduous woodland establishment	16,500.00	£	Year one costs only
New shed	135.00	£/m ²	Storage building budget cost
Total budget cost for new 10 m x 15 m storage shed = £20,250			

Table 5.1: Unit costs for budget calculations

Costs	Security and farm access upgrades								
	Hedging		Temporary fencing		Gates		Farm access track		Total cost
	(m)	Cost (£)	(m)	Cost (£)	(no.)	Cost (£)	(m)	Cost (£)	(£)
North	981	7946	981	6769	2	650	0	0	15365
Triangle	558	4520	558	3850	1	325	0	0	8695
Big Moorland	480	3888	480	3312	0	0	0	0	7200
Canal	472	3823	472	3257	0	0	0	0	7080
Big Box	621	5030	621	4285	2	650	0	0	9965
Long Rigg	0	0	0	0	0	0	0	0	0
Hanley	777	6294	777	5361	2	650	0	0	12305
Spring	474	3839	474	3271	3	975	401	10346	18431
Cottage	271	2195	271	1870	1	325	0	0	4390
Kirklands	697	5646	697	4809	3	975	699	18034	29464
Hospital	828	6707	828	5713	2	650	0	0	13070
Orchard	912	7387	912	6293	3	975	0	0	14655
Unnamed (south of Kelerstain)	361	2924	361	2491	1	325	189	4876	10616
Trefoil	362	2932	362	2498	2	650	260	6708	12788
Station	329	2665	329	2270	2	650	632	16306	21891
Gogarbank	828	6707	828	5713	3	975	637	16435	29830
Field east of Kelerstain	685	5549	685	4727	0	0	0	0	10275
Gogar Moor Bridge (added field)	1098	8894	1098	7576	1	325	0	0	16795
Total	10734	£86,945	10734	£74,064.60	28	£9,100.00	2818	£72,704	£242,814

Table 5.2: Budget costs for security and farm access upgrades

6.2 Maintenance costs

The Scottish Government's rural payments and services department (RPID) allow £0.11/linear metre for annual hedgerow management of standard (two row) hedges under their current agri-environment scheme. The extra width of the hedges proposed here will incur slightly hire costs and a figure of £0.14/linear metre has therefore been used to estimate maintenance costs. Recommendations are that only a third of the total length are cut each year to provide a variation in habitat and the maintenance figure above allows for cutting of the entire hedge every three years but is quoted as an annual rate per total length of hedgerow. The annual hedge cutting costs for the proposed security and farm access upgrades are therefore estimated at £500.

Maintenance costs for the woodland planting are quoted in section 4.5 as;

Yr 2 £2300

Yr 3 £930

yr 4 £780

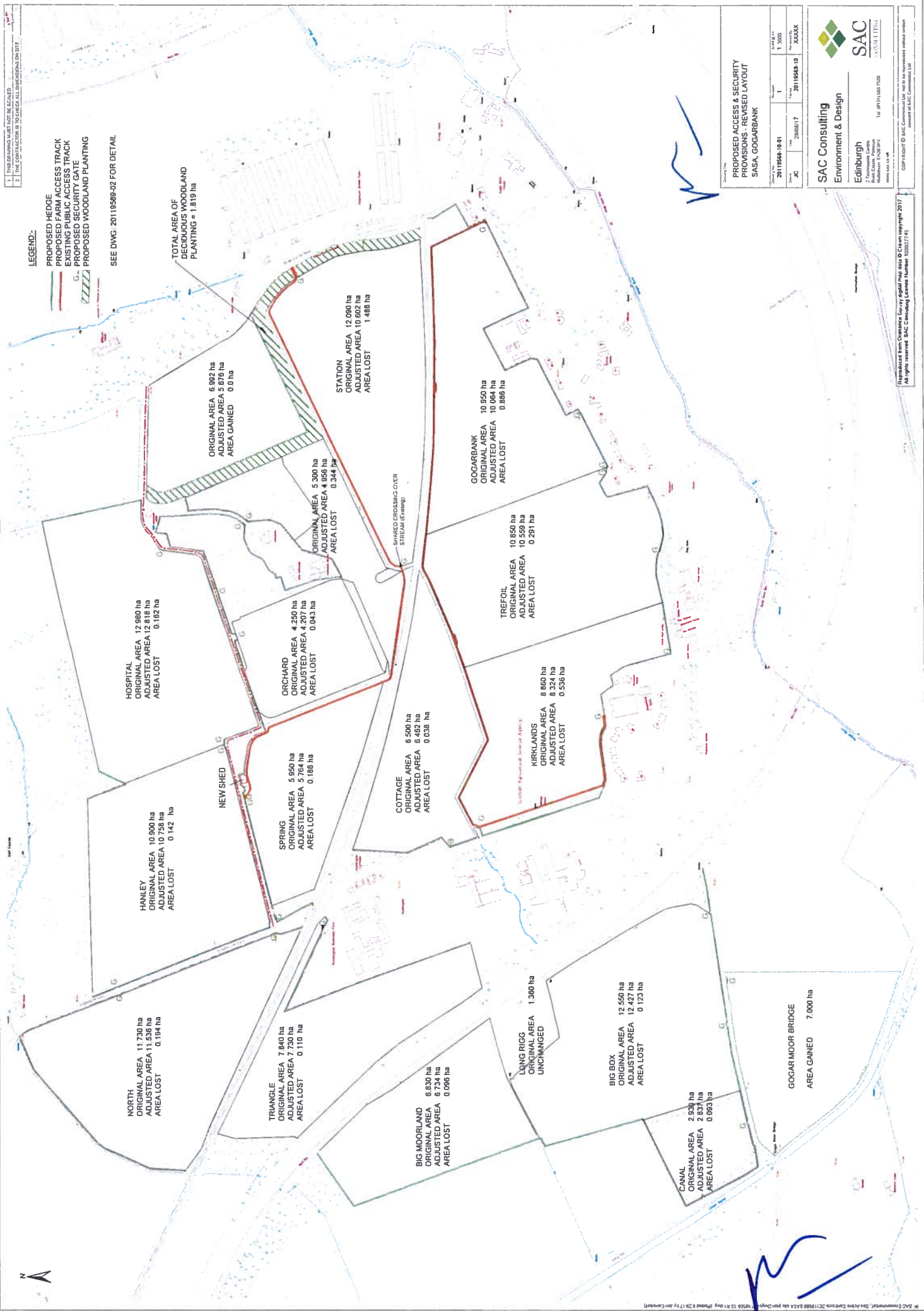
yr 7 £620

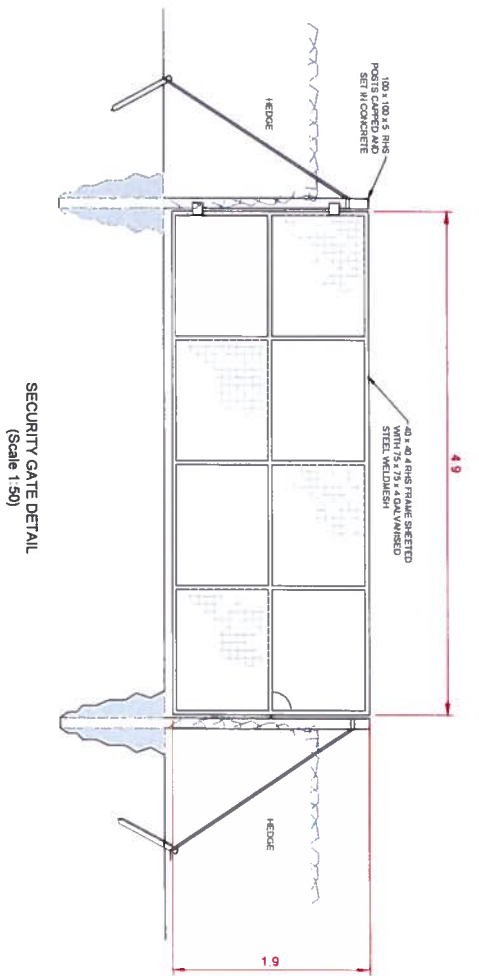
7 Conclusions

The potential mitigation option identified by SASA management endeavours to improve safety for their staff, visitors to their site and the general public and was brought forward with the knowledge that proposed development on surrounding land will lead to an increase in vehicular traffic on local public roads and pedestrian traffic across and around SASA's land.

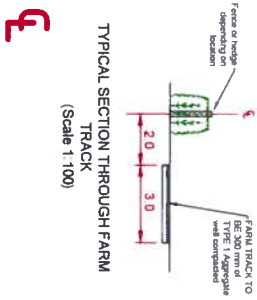
SAC Consulting have prepared the accompanying plans and this report showing the proposals, providing some detail on how the option could be implemented and providing budget costs for the measures put forward. The costs quoted are based on unit rates taken from current guidance or from knowledge of similar recent projects and should be used for budget purposes only. A more detailed analysis should be undertaken and quotes obtained from suitable contractors prior to any decision to proceed with the work.

THIS IS PLAN 2 REFERRED TO IN THE FOREGOING AGREEMENT AMONG MURRAY ESTATES (LONDON) LIMITED, MURRAY ESTATES (CALYX VILLAGE (NORTH)) LIMITED AND THE SCOTTISH MINISTERS (SCIENCE AND ADVICE FOR SCOTTISH AGRICULTURE)

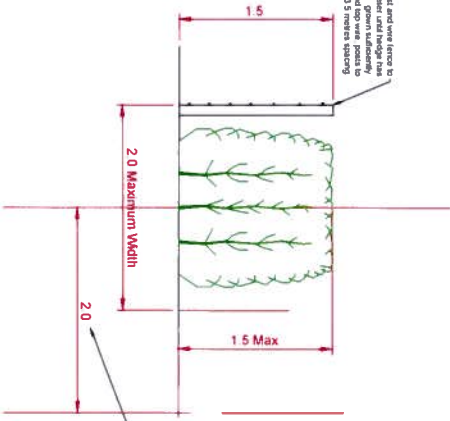




SECURITY GATE DETAIL
(Scale 1:50)



TYPICAL SECTION THROUGH FARM TRACK
(Scale 1:100)



SECTION THROUGH PROPOSED HEDGE
SHOWN AS MATURE
(Scale 1:25)

Field name	Existing area as stated in IACS (ha)	Area lost to upgraded security and farm access arrangements (ha)	Area gained in added field (ha)	Usable area remaining (ha)
North	11.720	0.194	0	11.526
Triangle	0.110	7.730	0.006	6.734
Big Moorland	6.830	0.093	0	2.837
Cam Hill	2.830	0.123	0	12.427
Big Box	12.550	0.123	0.000	1.360
Long Nigg	1.360	10.990	0.142	10.758
Hanley	10.990	5.950	0.186	5.754
Strang	5.950	8.280	0.038	6.462
Cottage	8.280	6.880	0.536	8.324
Kinlands	12.980	8.880	0.102	12.878
Hospital	4.250	0.043	0	4.207
Orchard	5.300	0.344	0	4.956
Unrained (south of Kesterlam)	10.850	0.231	0	10.619
Trefoil	12.090	1.488	0.231	10.602
Station	10.950	0.896	0	10.054
Goggarbank				7.000
Field east of Kesterlam				7.000
Cooper Moor Bridge (added field)				7.000
Total	131.870	4.732	7.000	134.138

LANDTAKE REQUIRED FOR PROPOSED CHANGES TO SECURITY & ACCESS

Field	Security and farm access upgrades					Total cost (£)		
	Hedging Cost (£)	Temporary fencing Cost (£)	Gates Cost (£)	Farm access track Cost (£)	Total cost (£)			
North	981	7946	981	6789	2	650	0	15365
Triangle	558	4520	558	3850	1	325	0	8695
Big Moorland	430	3988	430	3312	0	0	0	7200
Cam Hill	472	3923	472	3257	0	0	0	7080
Big Box	621	5030	621	4285	2	650	0	9965
Long Nigg	0	0	0	0	0	0	0	0
Hanley	777	6294	777	5351	2	650	0	12305
Strang	474	3839	474	3271	3	975	0	18431
Cottage	271	2195	271	1870	1	325	0	4390
Kinlands	697	5646	697	4509	3	975	0	18034
Hospital	828	6707	828	5713	2	650	0	13070
Orchard	912	7387	912	6293	3	975	0	14695
Unrained (south of Kesterlam)	361	2924	361	2491	1	325	0	10616
Trefoil	362	2932	362	2498	2	650	0	12788
Station	329	2665	329	2270	2	650	0	15306
Goggarbank	828	6707	828	5713	3	975	0	21991
Field east of Kesterlam	695	5549	695	4727	0	0	0	28930
Cooper Moor Bridge (added field)	1098	8894	1098	7576	1	325	0	16795
Total	107341	896945	107341	67406450	28183	100000	20181	£242814

BUDGET COSTS FOR SECURITY AND FARM ACCESS UPGRADES

Unit Costs	Description	Cost (£)
Hedging	All inclusive of materials + labour	8.10 €/m
Farm access track	3 rows @ 9 plants per metre total including guards	25.80 €/m
Pedestrian footpath	Forest road spec from RPID website	21.84 €/m
Gates	1.2 m wide x 150 mm	325.00 €/each
Deciduous woodland establishment	Public access spec from RPID website	6.90 €/m
New shed	As per drawing	16500.00 €/each
	Post and wire 1.5 m high	135.00 €/m ²
	Year one costs only	
	Storage building budget cost	
	Total budget cost for new 10 m x 15 m storage shed = £20,250	

UNIT COSTS USED FOR BUDGET CALCULATIONS

Information from Ordnance Survey, Field Data, SAC & Common Engineering 2017
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PROPOSED ACCESS & SECURITY PROVISIONS - REVISED DETAILS
SASA, GOGGARBAIK

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1 THE DRAWING MUST NOT BE SCALE
2 THE CONTRACTOR IS TO CHECK ALL DIMENSIONS ON SITE


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PART 7
DISCLOSED DOCUMENTS

1. Application for registration dated 17 November 2016 of Disposition of Calyx Land by Murray Estates Lothian Limited in favour of Murray Estates (Calyx Village (North)) Limited
2. Disposition of the Calyx Land by Murray Estates Lothian Limited in favour of Murray Estates (Calyx Village (North)) Limited dated 28 September 2016
3. Disposition by Murray Estates Lothian in favour of Murray Estates (Wester Hermiston (North)) Limited dated 28 September 2016
4. Disposition by James Young Senior as an individual and James Young Senior and Others as Partners and Trustees for the Firm of James Young in favour of Dunwilco (138) Limited dated 4 April 1989 and recorded GRS Midlothian 18 May 1989
5. Disposition by Hermiston Developments Limited in favour of PPG (Leisure) Limited dated 22 November 1995 and recorded GRS Midlothian 23 November 1995
6. Disposition by Antonina Josephine Sudlow in favour of Alexander Kinloch Brewster and David Farquhar Brewster dated 24 June 1980 and recorded GRS Midlothian 12 August 1980
7. Application for registration dated 17 November 2016 of Standard Security over the Calyx Land by Murray Estates (Calyx Village (North)) Limited in favour of Murray Capital Limited dated 2 November 2016
8. Standard Security over the Calyx Land by Murray Estates (Calyx Village (North)) Limited in favour of Murray Capital Limited dated 2 November 2016
9. Acknowledgement of receipt of application for first registration of the Calyx Land issued by Registers of Scotland on 25 November 2016
10. Disposition by Murray Estates Lothian in favour of Murray Estates (Kellerstain) Limited dated 28 September 2016
11. Standard Security over the Kellerstain Land by Murray Estates (Kellerstain) Limited in favour of Murray Capital Limited dated 2 November 2016
12. Application for Registration dated 17 November 2016 of Disposition of the Kellerstain Land by Murray Estates Lothian Limited in favour of Murray Estates (Kellerstain) Limited
13. Application for registration dated 17 November 2016 of Standard Security over the Kellerstain Land by Murray Estates (Kellerstain) Limited in favour of Murray Capital Limited dated 2 November 2016
14. Acknowledgement of receipt of application for first registration of the Kellerstain Land issued by Registers of Scotland on 25 November 2016
15. Plan of the Calyx Land (ref. 15068 (SK) 201A)
16. Level 3 Plans Report (ref PZ1398821/ACM/PR) in respect of the Calyx Land dated 10 March 2016

17. Legal report in respect of the Calyx Land dated 30 August 2017 including personal searches against Murray Estates (Calyx Village (North)) Limited and Science and Advice for Scottish Agriculture
18. Search in the Register of Community Interests in Land dated 30 August 2017
19. Charges and Company File search against Murray Estates (Calyx Village (North)) Limited dated 30 August 2017
20. Property Enquiry Certificate in respect of the Calyx Land dated 31 August 2017
21. Charges and Company File search against Murray Estates Lothian Limited dated 7 September 2017
22. Coal Authority report in respect of the Calyx Land dated 18 September 2017
23. Level 3 Plans Report (ref PZ139880/ACM/PR) in respect of the Kellerstain Land dated 10 March 2016
24. Legal Report in respect of the Kellerstain Land dated 19 September 2017 including personal searches against Murray Estates Lothian Limited and Murray Estates (Kellerstain) Limited
25. Title Sheet MID95450 (neighbouring British Waterways Title)
26. Drawing No. 20119569.10.01 (SAC Drawing relating to the Buffer Strip)
27. Legal Report in respect of the parent sasines title to the Calyx Land and the Kellerstand Land dated 28 September 2017
28. Copy Deed of Servitude between Hermiston Developments Limited (formerly Dunwilco (138) Limited) and Scottish Power plc dated 8 October 1990 and recorded in the General Register of Sasines on 24 October 1990
29. Copy Deed of Servitude between Hermiston Developments Limited (formerly Dunwilco (138) Limited) and Scottish Power plc dated 17 July 1991 and recorded in the General Register of Sasines on 26 November 1991
30. Copy Deed of Servitude between Hermiston Developments Limited (formerly Dunwilco (138) Limited) and Scottish Power plc dated 1 and 7 June 1994 and recorded in the General Register of Sasines on 13 June 1994
31. Discharge of Standard Security dated 2 November 2016 granted by Murray Capital Limited in respect of the Standard Security granted by Murray Estates Lothian Limited in respect of 17.906 acres at Calder Road, Edinburgh and registered in the Division of the General Register of Sasines applicable to the County of Midlothian on 6 March 2014.

32. Registers of Scotland Acknowledgement of Receipt in respect of the Discharge of Standard Security at item 31 above, dated 24 November 2016.
33. Registers of Scotland Acceptance in respect of the Discharge of Standard Security at item 31 above, dated 5 December 2016.

A handwritten signature in blue ink, consisting of several fluid, connected strokes, located in the bottom right corner of the page.