

DEED OF REAL BURDENS

Between

Gordon James Callander

And

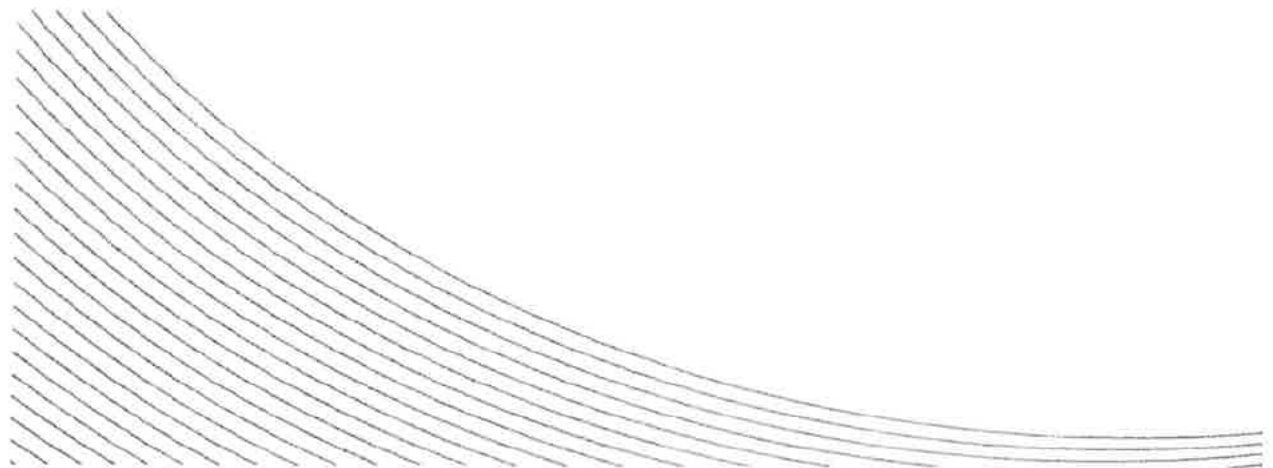
The Scottish Ministers

With the consent of

The Scottish Ministers

Subjects: Sawmill at Devilla Forest, Culross, Dunfermline

Ref: 433674/LS
FAS: 3889



DEED OF REAL BURDENS

Between

GORDON JAMES CALLANDER residing at **Redacted**
Redacted (the "First Owner")

and

THE SCOTTISH MINISTERS (the "Second Owner")

With the consent of

THE SCOTTISH MINISTERS as heritable creditor under a Standard Security by the First Owner in favour of The Scottish Ministers registered or to be registered in the Land Register of Scotland under Title Number FFE97279 (the "Consenter")

WHEREAS:-

- (A) The First Owner is the heritable proprietor of the Burdened Property;
- (B) The Second Owner is the heritable proprietor of the Benefited Property;
- (C) The First Owner has agreed to burden the Burdened Property with the Real Burdens for the benefit of the Benefited Property; and
- (D) The Consenter has agreed to the Burdened Property being burdened with Real Burdens;

It is agreed by the parties as follows:-

1 Definitions

In this Deed of Real Burdens:-

"Benefited Property" means ALL and WHOLE those areas of land extending to one thousand five hundred and seventy one acres and one hundred and thirty one thousandths parts of an acre or thereby forming part of the Lands and Estate of Tulliallan and others in the Parishes of Tulliallan and Culross and County of Fife as said areas of land are more particularly described in and disposed by the Disposition by **Redacted** in favour of The Secretary of State for Scotland dated Twenty Fifth January and recorded in

the Division of the General Register of Sasines for the County of Fife on Fifteenth February Nineteen hundred and Fifty Two but excepting therefrom:-

- (a) ALL and WHOLE that plot or area of ground extending to four thousand three hundred and seventy five decimal or ten thousandth parts of a hectare or thereby in the Parish of Tulliallan and Culross and County of Fife being the subjects more particularly described in and shown delineated by and including the pink verge and partly coloured brown on the plan annexed and executed as relative to Disposition by The Secretary of State for Scotland in favour of **Redacted** recorded in the said Division of the General Register of Sasines on 31 July 1989;
- (b) ALL and WHOLE those two areas of ground extending together to Nine point Three One hectares or thereby now or formerly known as Muirhead and Redlands respectively lying to the north of the A985 Kincardine to Inverkeithing road in the Parish of Tulliallan and Culross and County of Fife being the subjects more particularly described in and shown delineated by and including the red verge on the plan annexed and signed as relative to Disposition by The Secretary of State for Scotland in favour of **Redacted** recorded in the said Division of the General Register of Sasines on 10 November 1989;
- (c) ALL and WHOLE that area of ground extending to Nought point Two Six Three hectares or thereby in the Dunfermline District of Fife Region being the subjects more particularly described in and shown delineated by and including the red verge and partly coloured brown on the plan annexed and signed as relative to the Disposition by The Secretary of State for Scotland in favour of **Redacted** recorded in the said Division of the General Register of Sasines on 17 October 1991;
- (d) ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number FFE59414 being two areas of ground at Bathmoor Plantation, Devilla; and
- (e) The Burdened Property (as hereinafter defined).

"Benefited Property Owner" means the Second Owner and their successors as heritable proprietors of the Burdened Property or any part thereof;

"Burdened Property" means the subjects known as and forming Devilla Forest, Culross, Dunfermline being the subjects registered in the Land Register of Scotland under Title Number FFE97279;

"Burdened Property Owner" means the First Owner and their successors as heritable proprietors of the Burdened Property or any part thereof;

"Real Burdens" means the real burdens to be imposed on the Burdened Property for the benefit of the Benefited Property as set out in clause 3;

2 Interpretation

2.1 Save to the extent that the context or the express provisions of this Deed of Real Burdens otherwise requires, in this Deed of Real Burdens:-

2.1.1 An obligation on a person to do any act, matter or thing in terms of this Deed of Real Burdens includes an obligation to procure that it be done;

2.1.2 Words putting a person under a restriction in terms of the Deed of Real Burdens includes an obligation not to permit or allow an infringement of the restriction;

2.1.3 References to this Deed of Real Burdens or to any other document shall be construed as reference to this Deed of Real Burdens or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

2.1.4 Any references to a clause, schedule or part of the schedule is to the relevant clause, schedule or part of the schedule of or to this Deed of Real Burdens;

2.1.5 Any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

2.1.6 The headings in this Deed of Real Burdens are included for convenience and reference only and shall be ignored in construing this Deed of Real Burdens;

3 Imposition of the Real Burdens

The following real burdens are imposed on the Burdened Property for the benefit of the Benefited Property:-

3.1 It shall not be lawful nor in the power of the Burdened Property Owner to sell, alienate or dispose of the Burdened Property or any part thereof to any person or persons whomsoever (except under Statutory Authority or compulsion) until the Burdened Property Owner shall have first made a written offer to sell the Burdened Property (or part thereof) to the Benefited Property Owner and the Benefited Property Owner shall be allowed twenty one days to accept or decline such offer and the Burdened Property Owner shall not be entitled to sell the same to any person or persons under the price of which the same shall have

been offered to and refused by the Benefited Property Owner without making a new offer at such reduced price in similar manner subject to like conditions declaring that:-

- 3.1.1 for the avoidance of doubt in the event of the Benefited Property Owner declining such offer for a part of the Burdened Property only, the foregoing right of pre-emption will continue to apply to the remainder of the Burdened Property,
 - 3.1.2 in the event that the Burdened Property(or part thereof) is offered back to the Benefited Property Owner the price to be paid for the Burdened Property (or part thereof) shall be the market value;
 - 3.1.3 Burdened Property Owner and the Benefited Property Owner will agree a market value, failing agreement of which the matter will be referred to an independent valuer.
- 3.2 In the event that the Burdened Property Owner fails to fulfil, observe or act contrary to the real burdens before written or any of them it will be in the power of the Benefited Property Owner to do everything which may be necessary or competent to enforcing the same and to cause the same or any of them to be fulfilled and to be carried into effect or any damage arising there from to be repaired or renewed and that at the expense of the Burdened Property Owner.
- 3.3 The foregoing rights are imposed on the Burdened Property for the benefit of the Benefited Property to which Section 75 (3)b and Section 77 (1) of the Title Conditions (Scotland) Act 2003 apply.

4 Consent

The Consenter consents to the imposition of the Real Burdens on the Burdened Property.

5 No Lands Tribunal Application

No application may be made to the Lands Tribunal for Scotland under Section 90 (1) (a) (i) of the Title Conditions (Scotland) Act 2003 in respect of the Real Burdens for a period of five years after the date of registration of this Deed of Real Burdens in the Land Register of Scotland: IN WITNESS WHEREOF these presents consisting of this and the four preceding pages are subscribed as follows:

SUBSCRIBED by Gordon James Callander
at *FALKIRK*
on *28 APRIL 2016*
before

Redacted

Redacted
Redacted

Witness
Full Name
Address

EXECUTED for and on behalf of the SCOTTISH MINISTERS
at *INVERNESS*
on the *31st* day of *MAY 2016*

Redacted

Authorised Signatory
Full Name

Before this witness:

Redacted

Witness
Full Name
Address of Witness

Standard Security

By

Gordon James Callander

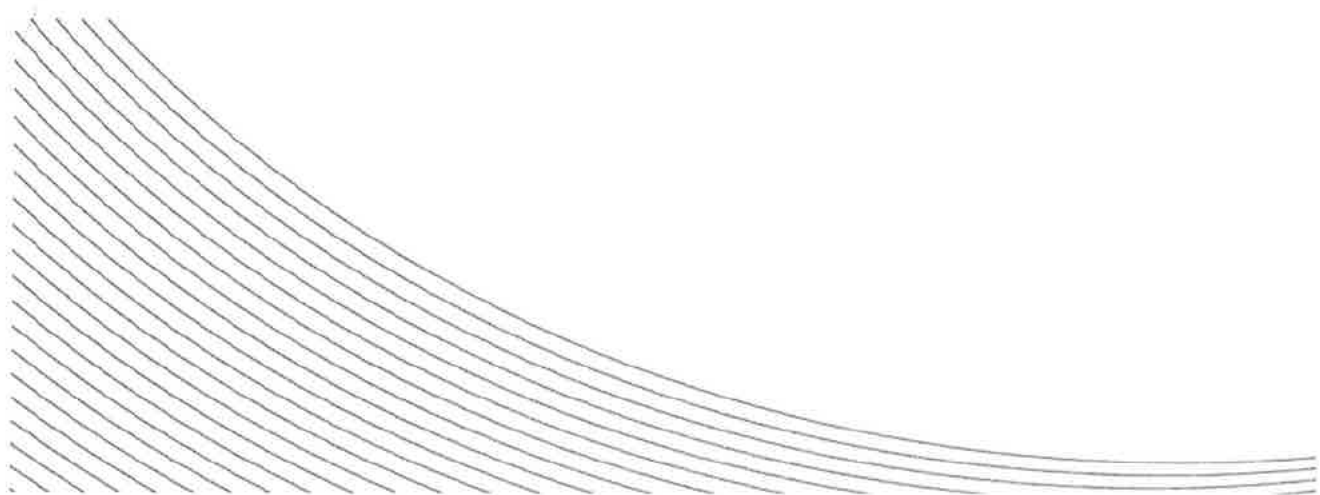
In favour of

The Scottish Ministers

Subjects: Sawmill at Devilla Forest, Culross, Dunfermline (FFE97279)

Ref: 433674/LS
FAS: 3889

JX1358872501



I, **Gordon James Callander** residing at **Redacted** (the "Grantor") hereby undertake to pay to **The Scottish Ministers** (hereinafter referred to as the "Grantee") the sum of £5,781.74 per annum for a period of 19 years, the first payment being due on 6 October 2016 and the last payment being due on 6 October 2035 (which payment shall be index linked on 6 October 2020, 2025 and 2030 where "index linked" means multiplied by the higher of (a) one; or (b) the figure produced by dividing RPI_n by RPI_a where RPI is the General Index of Retail Prices (All Items) published by the Office for National Statistics (or, if that index ceases to be published, such index of the change of value of money as is generally accepted in its place), RPI_a is the RPI for the month of September 2015 and RPI_n is the RPI for the month immediately preceding the date for payment of the sum (or instalment thereof) to be index linked (except that, if, between these dates, there has been any rebasing or other change of index, RPI_n shall be the RPI which would have applied for the latter month had such rebasing or other change not taken place); For which I HEREBY GRANT A STANDARD SECURITY in favour the Grantee over ALL and WHOLE the subjects known as and forming Devilla Forest, Culross, Dunfermline being the subjects registered in the Land Register of Scotland under Title Number FFE97279 (the "Security Subjects"). THE STANDARD CONDITIONS specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply; BUT we agree that the Standard Conditions shall be varied to the effect that:-

1. In Standard Condition 7(3) the rate of interest shall be *four per centum per annum* above the base rate from time to time of The Royal Bank of Scotland plc.

Declaring that (a) words and expressions which are incorporated in the foregoing variation and which are defined in the said Act or in the said Schedule shall be deemed to be so defined for the purpose of these presents and (b) words and expressions which are defined in this Standard Security shall be deemed to be so defined for the purpose of the said Schedule; And we grant warrandice but excepting therefrom (1) the Lease between James Callander & Son Limited and SP Distribution Limited dated 19 September and 7 November 2012, registered in the Books of Council and Session on 29 November 2012 and registered in the Land Register of Scotland under Title Number FFE101901 on 15 November 2012; and (2) the Lease between Gordon James Callander and James Callander & Son Limited dated 28 April

2016; And we consent to registration hereof for preservation and execution: **IN WITNESS WHEREOF** these presents on this and the preceding page are executed as follows:-

Subscribed by Gordon James Callander

at *FALKIRK*

on *28 APRIL 2016*

before

Redacted

Redacted

Redacted

Witness

Full Name

Address

DISPOSITION

By

THE SCOTTISH MINISTERS

In favour of

JAMES CALLANDER & SON
LIMITED

2010
MWY

Subjects: Devilla Forest,
Culross, Fife

Redacted

2

Ref. D3/SL/240/6

WE, THE SCOTTISH MINISTERS heritable proprietors of the subjects and others hereinafter disposed IN CONSIDERATION of the sum of **Redacted** **Redacted** paid to us by JAMES CALLANDER & SON LIMITED, a company registered under the Companies Acts (Registered number SC024779) and having its registered office at Abbotshaugh Sawmill, Bainsford, Falkirk FK2 7XU, of which sum we hereby acknowledge the receipt, Have Sold and Do Hereby Dispose to and in favour of the said James Callander & Son Limited and to their assignees and disponees whomsoever heritably and irredeemably ALL and WHOLE the subjects known as and forming Devilla Forest, Culross in the County of Fife all as the subjects are shown delineated and outlined in pink on the plan annexed and signed as relative hereto; Which subjects form and part and portion of those subjects more particularly described in and disposed by the Disposition by **Redacted** in favour of the Secretary of State for Scotland dated Twenty Fifth January and recorded in the Division of the General Register of Sasines for the County of Fife on Fifteenth February Nineteen hundred and Fifty Two; TOGETHER WITH (one) all buildings on the said area of ground hereby disposed together with all fittings and fixtures in and upon same; (two) all internal and march fences and dykes and other erections on the said area of ground; (three) all bushes, timber, trees and plantations standing, felled and fallen on said areas of ground as at the date hereof; (four) the exclusive shooting and other sporting rights pertaining thereto; (five) all stone, mines, minerals, metals and others in or around the said area of ground so far as belonging to the said Scottish Ministers; (six) the parts, privileges and pertinents effeiring to the said subjects; (seven) the servitude rights specified in part II of the Schedule annexed and signed as relative hereto; and (eight) our whole rights, title and interest, present and future; But the said subjects are disposed always with and under the real burdens specified and contained in (FIRST) Disposition by the Trustees of the **Redacted** in favour of **Redacted** dated Twelfth and recorded in the said Division of the General Register of Sasines on Fourteenth both days of March Nineteen hundred and Twenty Four; (SECOND) Disposition by the Trustees of the **Redacted** **Redacted** in favour of **Redacted** dated Twelfth and recorded in the said Division of the General Register of Sasines for Publication and also in the Books of Council and Session for preservation on Fourteenth both days of March Nineteen hundred and Twenty Four; (THIRD) the said Disposition by **Redacted**

Redacted in favour of the Secretary of State for Scotland dated and recorded as aforesaid; and (FOUR) Parts III and IIII of the Schedule annexed and signed as relative hereto; WITH ENTRY and VACANT POSSESSION as at the Seventh day of October Two Thousand and Ten; And we grant warrandice but excepting therefrom any wayleave or servitude rights in favour of any third party in, on, under or over the said subjects howsoever constituted: IN WITNESS WHEREOF

these presents consisting of this and the preceding page are, together with the Schedule and plan annexed and signed as relative hereto, are executed for and on behalf of the Scottish Ministers by **Redacted** Area Land Agent, in terms of an Authorisation Certificate by the Scottish Ministers dated Twenty Eighth April Two Thousand and Ten at Inverness on Fifth October Two Thousand and Ten before **Redacted** Administrative Officer of Forestry Commission Scotland, Tower Road, Smithton, Inverness.

Redacted

(WITNESS)

Redacted

- The Secretary of State for Scotland in favour of **Redacted** and **Redacted** recorded in the General Register of Sasines for the County of Fife on 31 July 1989;
- b. ALL and WHOLE those two areas of ground extending together to Nought point Three One hectares or thereby now or formerly known as Muirhead and Redlands respectively lying to the north of the A985 Kincardine to Inverkeithing road in the Parish of Tulliallan and Culross and County of Fife being the subjects more particularly described in and shown delineated by and including the red verge on the plan annexed and signed as relative to Disposition by The Secretary of State for Scotland in favour of **Redacted** and **Redacted** recorded in the General Register of Sasines for the County of Fife on 10 November 1989;
 - c. ALL and WHOLE that area of ground extending to Nought point Two Six Three hectares or thereby in the Dunfermline District of Fife Region being the subjects more particularly described in and shown delineated by and including the red verge and partly coloured brown on the plan annexed and signed as relative to the Disposition by The Secretary of State for Scotland in favour of **Redacted** recorded in the General Register of Sasines for the County of Fife on 17 October 1991.
 - d. ALL and WHOLE the subjects registered in the Land Register of Scotland under title number FFE59414 being two areas of ground at Bathmoor Plantation, Devilla.

PART II

The following servitude rights are imposed on the burdened property for the benefit of the benefited property:

1. A heritable and irredeemable servitude right of vehicular access over the route marked A1-A2 on the plan annexed and subscribed as relative hereto (the "plan") together with a right to upgrade the access from the A985 to point A2 on the plan subject to the following conditions:
 - a. until such time as the upgraded access is constructed and the construction of the sawmill (which is to be constructed on the benefited property) is complete, the benefited property owner shall be responsible for the full cost of maintaining the access;
 - b. the benefited property owner shall be obliged to upgrade the access to a two lane access road;
 - c. the upgraded access road shall be a maximum width of six metres along the section A1-A2 shown on the plan;
 - d. A bellmouth shall be constructed at point A1 on the plan;
 - e. the newly constructed access road shall be covered in tarmac;
 - f. the benefited property owners and their contractors shall ensure that at all times during or after the upgrading of the said access, that the access is not obstructed in any way and the benefited property owner

- shall make good all damage caused to the said access route by them or their contractors; and
- g. the cost of upgrading the access shall be borne by the benefited property owners.

Following completion of the construction of the sawmill and the upgraded access (whichever is the later), the cost of maintaining the access road will be apportioned according to user, save that the burdened property owner shall only be required to contribute to the cost of maintaining the new access road to a standard that is required for their own use as determined by them acting reasonably.

2. The burdened property owners grant a heritable and irredeemable servitude right to lay a water pipe and wayleave rights to lay electricity and telephone cables leading to the benefited property under the hardcore pedestrian access path to be constructed under clause 2 of this Part II of the Schedule along with the right to cross the access (coloured blue on the plan) at point S2 with a right of access for inspecting, maintaining and renewing the same, subject to making good or paying compensation (at the burdened property owner's discretion) for any damage to the said path occasioned thereby.

Part III

The following real burden is imposed on Devilla Forrest for the benefit of the benefited property:-

1. The benefited property owners may erect along the adjoining boundaries of Devilla Forrest and the benefited property, stockproof fences and gates and the said fences and gates erected as aforesaid shall be maintained in all time coming by the benefited property owners at their sole expense and the benefited property owners will have no claim against the Devilla Forrest owners or their tenants or the owner of stock aftermentioned in respect of stock straying onto the benefited property or any damage caused thereto by the said stock.

Part IIII

The following real burdens are imposed on the benefited property for the benefit of Devilla Forrest:

- I. The benefited property owners will construct a hardcore pedestrian access path to the west of the servitude right of access referred to in part II clause one of approximately 2.1 metres width at their own expense between points S1 and S2 on the plan annexed and signed as relative to the foregoing Disposition by the burdened property owner in favour of the benefited property owner. The burdened property owner shall be solely responsible for the cost of maintaining the said access path once constructed.

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING DISPOSITION
BY THE SCOTTISH MINISTERS IN FAVOUR OF JAMES CALLANDER & SON
LIMITED

Schedule

Part I

In the Schedule the following expressions shall have the meanings as granted to them
as follows:-

1. "The burdened property owners" means the Scottish Ministers and their successors as proprietors of the burdened property;
2. "the benefited property owners" means James Callander & Son Limited, a company registered under the Companies Act (registered number SC024779) and having their registered office at Abbotshaugh Sawmill, Bainsford, Falkirk FK2 7XU and their successors as proprietors of the benefited property;
3. "the burdened property" means ALL and WHOLE those subjects coloured blue on the plan annexed and executed as relative hereto forming PART and PORTION of the lands and estate of Tulliallan which subjects are more particularly described in the Disposition by **Redacted** in favour of the Secretary of State for Scotland dated Twenty Fifth January and recorded in the Division of the General Register of Sasines for the County of Fife on Fifteenth February Nineteen hundred and Fifty Two under exception of the benefited property;
4. "the benefited property" means ALL and WHOLE that area of ground at Devilla Forest shown delineated in pink on the plan annexed and signed as relative to the foregoing Disposition by the burdened property owners in favour of the benefited property owners;
5. "Devilla Forrest" means ALL and WHOLE those areas of land extending to one thousand five hundred and seventy one acres and one hundred and thirty one thousandth parts on an acre or thereby forming part of the Lands and Estate of Tulliallan and others in the Parishes of Tulliallan and Culross and County of Fife being the subjects more particularly described in and outlined red on the plan annexed to the Disposition by **Redacted** as Attorney for **Redacted** in favour of The Secretary of State for Scotland recorded in the General Register of Sasines for the County of Fife on 15 February 1952 under exception of:
 - a. ALL and WHOLE that plot or area of ground extending to four thousand three hundred and seventy five decimal or ten thousandth parts of a hectare or thereby in the Parish of Tulliallan and Culross and County of Fife being the subjects more particularly described in and shown delineated by and including the pink verge and partly coloured brown on the plan annexed and executed as relative to disposition by

2. It shall not be lawful nor in the power of the benefited property owners to sell, alienate or dispose of the benefited property or any part thereof to any person or persons whomsoever (except under Statutory Authority or compulsion) until the benefited property owner shall have first made a written offer to sell the benefited property to the Scottish Ministers either as a going concern or a sawmill or as reinstated land, irrespective of whether or not those purchasing the property are a sawmill operator and the Scottish Ministers shall be allowed twenty one days to accept or decline and the benefited property owner shall not be entitled to sell the same to any person or persons under the price of which the same shall have been offered to and refused by the Scottish Ministers without making a new offer at such reduced price in similar manner subject to like conditions declaring that:-
 - (i) for the avoidance of doubt in the event of the Scottish Ministers declining such offer for a part of the benefited property only, the foregoing right of pre-emption will continue to apply for the remainder of the benefited property,
 - (ii) this right of pre-emption shall only come into force in the event that the price offered by or to any person or persons aforesaid is a genuine market price or below the genuine market price;
 - (iii) in the event that the benefited property is offered back to the Scottish Ministers as a restored site, the basis of the valuation will be the market value,
 - (iv) in the event of the benefited property remaining as a sawmill site, the Scottish Ministers and the benefited property owner will agree a market value, failing agreement of which the matter will be referred to an independent valuer.
3. In the event that the benefited property owners fail to fulfil, observe or act contrary to the real burdens before written or any of them it will be in the power of the Devilla Forrest owners to do everything which may be necessary or competent to enforcing the same and to cause the same or any of them to be fulfilled and to be carried into effect or any damage arising there from to be repaired or renewed and that at the expense of the benefited property owner.
4. The foregoing rights are imposed on the benefited property for the benefit of the Scottish Ministers to which Section 75 (3)b and Section 77 (1) of the Title Conditions (Scotland) Act 2003 apply.

Redacted

MINUTE OF AGREEMENT

Between

THE FIFE COUNCIL, constituted in terms of the Local Government et cetera (Scotland) Act 1994 and having their principal offices at Fife House, North Street, Glenrothes, Fife KY7 5LT (who and whose successors as Planning Authority are hereinafter referred to as "the Council")

And

JAMES CALLANDER & SON LIMITED, a Company registered in Scotland (registered number SC024779) and having its registered office at Abbotshaugh Sawmill, Bensford, Falkirk FK2 7XU (who and whose successors and assignees are hereinafter referred to as "JCS")

And

THE SCOTTISH MINISTERS, acting in exercise of the Forestry Act 1967 (who and whose successors as proprietors or parts of the land are hereinafter referred to as "the Landowners")

WHEREAS the Council is Planning Authority for the purposes of Section 75 of the Town and Country Planning (Scotland) Act 1997 as applied by the Local Government et cetera (Scotland) Act 1994 and whereas JCS and the Landowners are interested in the land hereinafter defined in terms of said Section 75 to which the Planning Application relates and are therefore able to bind the land for the purposes of restricting or regulating the development or use of the land; and WHEREAS the Council are desirous of ensuring that:-

- (a) sufficient bonding is in place to cover the cost of implementing any works deemed reasonably necessary by the Council in the event of default by the Developer, for any reason;
- (b) off-site tree planting is carried out by the Developer;

REGISTERS OF SCOTLAND
GENERAL REGISTER OF SASINES
COUNTY OF FIFE
YEAR 2009
YEARLY RUNNING NUMBER 1296
PRESENTED AND RECORDED ON 10 JUN 2010

(c) measures to enhance the public enjoyment of the countryside at and adjacent to the site are implemented; and

(d) the implementation of the Planning Permission is carried out in accordance with the terms of the conditions contained therein; And whereas the Council are disposed to grant Planning Permission for the development subject to the Developer entering into this Agreement regarding the matters hereinafter described; Now therefore the Council and the Developer have agreed and to hereby agree in the manner following, videlicet:

(One) Definitions and interpretation

1.1 In this Agreement whether occurring before or after this clause the following words and expressions shall where the context so admits have the following meanings:-

“Developer” means JCS;

“development” means the working of and extension the construction of and subsequent working of a Sawmill in accordance with the Planning Permission;

“the land” means ALL and WHOLE those subjects shown delineated and outlined in red and coloured pink on the plan annexed and subscribed as relative hereto and being part and portion of ALL and WHOLE those subjects and others more particularly described in and disposed by Disposition by the Attorney for Sir Harold P. Mitchell in favour of the Secretary of State for Scotland dated Twenty Fifth January and recorded in the Division of the General Register of Sasines for the County of Fife on Fifteenth February both months in the year Nineteen hundred and Fifty Two;

“the Landowners” means the Scottish Ministers acting in exercise of the Forestry Act 1967;

“Planning Permission” means Planning Permission reference number 07/0575/WULL for the development under the terms and conditions of the Planning Consent Notice annexed and executed as relative hereto and all associated drawings and documentation referred to therein.

1.2. The clause headings in this Agreement are for the convenience of the parties only and do not affect its interpretation.

1.3 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa.

1.4 Words noting the masculine gender shall include the feminine and neuter genders and words denoting actual person shall include corporations and firms and all such words shall be construed interchangeably in that manner.

1.5 Where the context so admits references in this Agreement to the clause are to the clause of this Agreement.

1.6 References in this Agreement to any statute or statutory instrument shall include and refer to any statutory amendments or re-enactment thereof from time to time and for the time being in force.

2. The land to which this Agreement relates

2.1 This Agreement relates to the land.

2.2. The parties hereto agree that this Agreement supersedes all previous Planning Agreements which are hereby discharged, cancelled and hereinafter treated as being of no effect.

3. Planning permission

3.1 Planning Permission reference 07/01575/WFULL is hereby granted with effect from the last date of signing hereof.

3.2 The Council undertake to grant the Planning Permission reference 07/01575/WFULL and deliver same to JCS within seven days of their receipt of this Agreement duly executed by all parties thereto other than the Council.

4. Obligation to comply with the Planning Permission

JCS bind and oblige themselves to comply with the terms of the Planning Permission.

5. Bonding requirements and restoration

5.1 No later than delivery of this Agreement JCS shall be required to lodge with the Council a Bond for the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000). This Bond shall be in respect of default on any part of the land and the use of the monies contained in the Bond shall be regulated by the terms of this Agreement.

5.2 The Bond shall be held to cover the restoration of the site following cessation of Sawmill operation.

6. Provision of the upgrading of the access road

The Developer undertakes to upgrade the access road leading to the development site to include junction improvement (to be agreed between BEAR Scotland, the Council and the Developer) between the access road and the A985 trunk road;

7. Provision for the creation of a new footpath/cycle lane

The Council shall produce a plan of proposed footpaths/cycle ways to enhance public access and enjoyment of the Countryside in the vicinity of the development land within three years from the last date of execution of this Agreement. JCS have agreed to make a contribution in terms of man hours and machinery time for the implementation of the proposed footpaths and cycle ways in order to offset the adverse environmental effect of the development. The obligations upon JCS shall be to provide a footpath / cycle way along the line shown coloured green on the plan annexed and to a standard agreed with Fife Council's Transportation Services and signed as relative hereto over both land owned by the Landowners and over that part of the land being operated as a sawmill.

8. Provision of a habitat and land management plan

The Developers will provide for the submission on a five yearly basis of a habitat and land management plan for the site; the plan will be submitted for the written approval

of the Council and the first plan will be submitted and approved before any work commences on site. The report to be submitted to the Council shall detail the presence of bats, badgers and red squirrels. In addition the Developers will ensure that a watching brief is undertaken by qualified Ecologists to ensure that the interests of natural heritage are safe guarded throughout the construction process. This Ecologist or ecological organisation can be afforded access at all reasonable times to preserve work in progress and record species on site. Should any European protected species be found on the site during the construction period, all work shall cease until such time as a mitigation strategy to be approved in writing with the Council and Scottish and Natural Heritage has been agreed and the appropriate handling licences obtained from Landowners. Notification of the commencement date, site contact person and name of the Ecologist/ecological organisation retained by the Developer shall be submitted in writing not less than fourteen days before the development commences.

9. Alienation

Neither JCS nor the Landowners shall assign their respective rights and obligations in either the land under this Agreement prior to the recording/registration of this Agreement in the Register of Sasines and/or the Land Register.

10. No limitation of powers

Nothing in this Agreement shall prejudice the rights and/or powers of the Council under the Town and Country Planning (Scotland) Act 1997 or any other enactment.

11. Default

In the event of JCS breaching any of the terms of this Agreement the Council shall be entitled to serve a Notice on JCS specifying the nature of such breach and giving JCS a reasonable period within which to remedy such breach and in the event of JCS failing to do so within the specified period, the Council shall be entitled (a) to serve Notice on JCS to require JCS to cease the activity involved with the breach of control with immediate effect until such time as the breach referred to in the Notice has been

remedied to the reasonable satisfaction of the Council; and (b) to enter onto the land and to carry out such works which require to be carried out by JCS in terms of this Agreement and thereafter to reclaim the monies expended in relation to such work from JCS and/or the above bond referred to herein and that without payment of any compensation whatsoever by the Council to JCS or any other party and without prejudice to any other remedy for said breach exercisable by the Council.

12. Governing law and dispute

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

13. Registration

The parties hereto consent to registration hereof for preservation and execution: IN WITNESS WHEREOF

these presents consisting of this and the five preceding pages are, together with the plan annexed and signed as relative hereto, subscribed for and on behalf of the Fife Council by **Redacted**, Legal Team Leader at Glenrothes on Seventh October Two Thousand and Eight in accordance with Section 194 of the Local Government (Scotland) Act 1973, as amended; for and on behalf of the said James Callander & Son Limited by Gordon James Callander and **Redacted** both Directors at Falkirk on Sixteenth October Two Thousand and Eight; and by The Scottish Ministers acting in exercise of the Forestry Act 1967 by **Redacted**, a Director at Edinburgh on Sixth May Two Thousand and Nine before **Redacted** Personal Assistant of the Forestry Commission, 231 Corstorphine Road, Edinburgh

Redacted

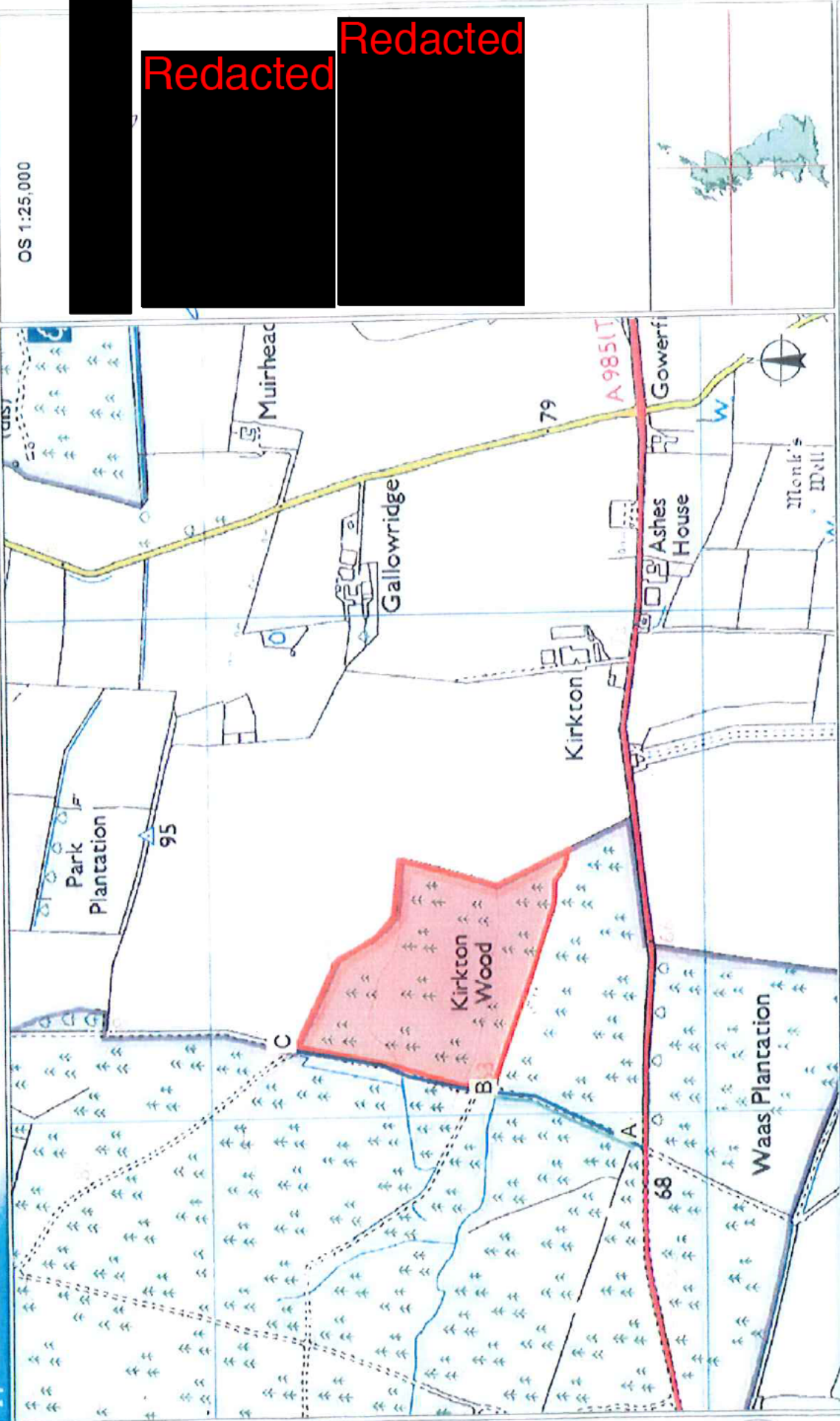
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This is the plan referred to in the foregoing Minute of Agreement between The Fife Council, James Callander & Son Limited and The Scottish Ministers.

Land at Devilla Forest

Forestry Commission



OS 1:25,000

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Mapping & Geographic Information Unit

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