



Title Information: MID137007

Search summary

Date/Time of search	04-12-2019 14:32:48
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Transaction number	SCO-04260398
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User Reference	B05275.0010
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Section A**MID137007**

Property

Date of first registration	07-10-2004
Date title sheet updated to	24-08-2016
Date land certificate updated to	21-09-2011
Hectarage Code	10.9
Real Right	OWNERSHIP
Map Reference	NT2356
Title Number	MID137007
Cadastral Unit	MID137007
Sasine Search	
Property address	SPRINGFIELD ROAD, PENICUIK
Description	Subjects being the area of ground at SPRINGFIELD ROAD, PENICUIK edged red on the Title Plan being 10.9 hectares in measurement on the Ordnance Map.
Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 1 of the Burdens Section.

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Section B**MID137007**

Proprietorship

TOBIAS GORDON ROSS and SHEENA ROSS spouses, 20 Wallace Gardens, Edinburgh, EH12 6HT equally between them.

Entry number	1
Date of registration	24-08-2016
Date of Entry	06-07-2016
Consideration	£125,000

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Section C

MID137007

Securities

There are no entries.

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Section D

MID137007

Burdens

Number of Burdens: 11

Burden 1

Disposition by Trustees of George MacKay to Helen Welsh and her assignees, recorded G.R.S. (Edinburgh) 28 Nov. 1913, of that part of the lands of Walltower called Milkhall of which the subjects in this Title form part, contains the following:

Reserving always to Sir George Clark the Superior and his successors or those in his right the coal and minerals in the aforesaid lands and a privilege and liberty to them to search for work and dispose upon and lead away the said coals and minerals and for that effect to set down pits sinks water gangs and roads they paying and satisfying all damage which the proprietor should sustain therethrough but these pits sinks water gangs and roads are not so to be made as to undermine or prejudice the houses built or to be built upon the said lands.

Burden 2

Minute of Agreement, recorded G.R.S. (Midlothian) 1 Oct. 1959 amongst Charles Westgarth (hereinafter called the first party) the Trustees of Wellington Farm School (hereinafter called the second party) and the Managers of said School (hereinafter called the third party) contains agreement amongst said parties in inter alia the following terms:

Whereas the said Charles Westgarth is proprietor of the lands of Springfield; and Whereas the third party intend erecting houses on land adjoining Springfield and have requested the first party to grant a right of wayleave in favour of the second party over the road leading to Springfield from the main Peebles-Edinburgh Road for access to the said houses: Therefore the first party gives, grants and permits the aftermentioned rights and privileges to the second party, videlicet:-

(First) The right to construct a passing bay on the north side of the road leading to Springfield from the main Peebles-Edinburgh Road on an area of land tinted blue on the Title Plan;

(Second) A right of access and egress in all time coming over the said road as now altered as hereinbefore provided from the said main road to the point of entry to the houses being erected by the third party;

(Third) The second party undertakes to fence and enclose inter alia the said passing bay and that at the sole expense of the second party and to the satisfaction of the first party;

(Fourth) The second party shall resurface the said road, including inter alia the said passing bay and that from the commencement of the said road from the said main road to the point of entry to the said houses being erected by the third party and that at their sole expense and to the satisfaction of the first party. The second party bind and oblige themselves to thereafter

maintain the said resurfaced part of the said road in good and serviceable condition and that solely at their expense;

(Lastly) The said parties bind and oblige themselves to implement and fulfil to each other their respective parts of the premises.

Burden 3

Disposition by Peter Thomson McLintock to William Foulis Noble and his executors and assignees, recorded G.R.S. (Midlothian) 7 Jul. 1989, of the subjects known as Springfield Farm, Penicuik, contains inter alia the following right affecting the subjects in this Title:

A servitude right of access over the access road of which that part of the subjects in this Title tinted blue on the Title Plan forms part.

Burden 4

Disposition by The Lothian Regional Council to Chris Sutcliffe and his assignees, recorded G.R.S. (Midlothian) 24 Apr. 1991, of the subjects 7 Springfield Road, Penicuik, contains inter alia the following rights and burdens affecting the subjects in this Title:

A right of pedestrian and vehicular access over Springfield Road of which that part of the subjects in this Title tinted blue on the Title Plan forms part;

Always with and under:

Our said disponee and his foresaids shall be liable for a one twentieth share of the burden of maintaining, repairing and renewing Springfield Road aforesaid.

Burden 5

Disposition by Peter Thomson McLintock to William Sinclair Holdings plc and their successors and assignees, recorded G.R.S. (Midlothian) 8 Jun. 1995, of 48.33 hectares of ground known as Springfield Moss, Penicuik, contains inter alia the following right affecting the subjects in this Title:

A servitude right of pedestrian and vehicular access to and egress from the subjects hereby disposed by the access road of which that part of the subjects in this Title tinted blue on the Title Plan forms part, under the following condition that my said disponees and their foresaids will be bound to contribute along with the other parties entitled to use the same to the cost of maintenance, repair and renewal from time to time of the said access road according to user.

Burden 6

Disposition by City of Edinburgh Council to Clinton Upritchard and another and their executors and assignees, registered 1 May 2002, of the subjects 9 Springfield Road, Penicuik, contains inter alia the following rights and burdens affecting the subjects in this Title:

A right of pedestrian and vehicular access over Springfield Road of which that part of the subjects in this Title tinted blue on the Title Plan forms part;

Our said disponees and their foresaids shall be liable for a one tenth share of the burden of maintaining, repairing and renewing the said Springfield Road.

Burden 7

Disposition by City of Edinburgh Council to Helen Fiona Young and her executors and assignees, registered 15 May 2002, of the subjects 8 Springfield Road, Penicuik, contains inter alia the following rights and burdens affecting the subjects in this Title:

A right of pedestrian and vehicular access over Springfield Road of which that part of the subjects in this Title tinted blue on the Title Plan forms part;

Our said disponees and their foresaids shall be liable for a one tenth share of the burden of maintaining, repairing and renewing the said Springfield Road, aforesaid.

Burden 8

Disposition by Tobias Gordon Ross to Springfield (Leadburn) LLP, registered 24 Aug. 2010, of subjects forming Springfield Farm, Leadburn, Penicuik, being the subjects registered under Title number MID130899, contains inter alia the following servitudes and conditions which may affect the subjects in this Title:

Interpretation

In this Entry:

□Access Road□ means the Access Road situated to the south of the subjects in this Title leading from the A701 public road, which Access Road forms part and portion of (primo) the subjects described in Disposition to William Foulis Noble recorded G.R.S. (Midlothian) 7 Jul. 1989 and (secundo) the subjects registered under Title Number MID67316.

□Disposed Property□ means the subjects disposed in the foregoing Disposition by Tobias Gordon Ross in favour of Springfield (Leadburn) LLP.

□Disponee□ means the said Springfield (Leadburn) LLP and their successors as proprietors of the Disposed Property or any part thereof.

□the Retained Property□ means inter alia (3) the subjects registered under Title Number MID67316, of which the subjects in this Title form part.

□the Retained Property Proprietor□ means (First) the said Tobias Gordon Ross, and (Second) the said Tobias Gordon Ross and Sheena Ross, and their successors as proprietors of the Retained Property or any part thereof.

□Service Media□ means all and any service and utility media including all sewers, foul and storm and surface water outfall pipes, water pipes, gas pipes, electricity and telecommunications cables and ancillary apparatus, equipment and structure.

Part Two

Servitudes affecting the Retained Property

The following servitudes are imposed on the Retained Property in favour of the Disposed Property:

2. There are granted in favour of the Disposed Property servitude rights to use, inspect, maintain, repair, and when necessary renew and replace, all existing Service Media serving the Disposed Property and located through and under the Retained Property together with all necessary rights of access thereto on all necessary occasions,
6. There is granted in favour of the Disposed Property the right to maintain the grass bankings along the said Access Road between inter alia the points lettered A and B in blue on the Title Plan.

Part Five

Real Burdens and servitude conditions affecting the Disposed Property

The following servitude conditions are imposed on the Disposed Property in favour of Retained Property:

1. The Disponee shall give reasonable prior notice (except in the case of an emergency) of the intention to exercise the servitudes detailed in Part Two of this Entry.
2. The Disponee shall free, relieve and indemnify the Retained Property Proprietor from and against all compensatory or other claims for damage, including surface damage, loss or injury of any kind whatsoever and howsoever caused which may arise directly as a result of the exercise of the servitudes detailed in Part Two of this Entry.

Part Six

No application to the Lands Tribunal

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 servitude conditions set out in Part Five of this Entry, and the servitudes set out in inter alia Part Two of this Entry for a period of five years after the registration of the foregoing disposition in the Land Register.

Burden 9

Disposition by Tobias Gordon Ross to Gavin John Brown and Anna Helen Borthwick, registered 24 Aug. 2010, of Springfield Farmhouse, Leadburn, Penicuik, being the subjects registered

under Title Number MID130900, contains inter alia the following servitudes and conditions which may affect the subjects in this Title:

Interpretation

In this Entry:

□Access Road□ means the Access Road situated to the south of the subjects in this Title leading from the A701 public road, which Access Road forms part and portion of (primo) the subjects described in Disposition to William Foulis Noble recorded G.R.S. (Midlothian) 7 Jul. 1989 and (secundo) the subjects registered under Title Number MID67316.

□Disponed Property□ means the subjects disponed in the foregoing Disposition by Tobias Gordon Ross in favour of Gavin John Brown and Anna Helen Borthwick.

□Disponee□ means the said Gavin John Brown and Anna Helen Borthwick, and their successors as proprietors of the Disponed Property or any part thereof.

□the Retained Property□ means inter alia (3) the subjects registered under Title Number MID67316, of which the subjects in this Title form part.

□the Retained Property Proprietor□ means (First) the said Tobias Gordon Ross; and (Second) the said Tobias Gordon Ross and Sheena Ross, and their successors as proprietors of the Retained Property or any part thereof.

□Service Media□ means all and any service and utility media including all sewers, foul and storm and surface water outfall pipes, water pipes, gas pipes, electricity and telecommunications cables and ancillary apparatus, equipment and structure.

Part Two

Servitudes affecting the Retained Property

The following servitudes are imposed on the Retained Property in favour of the Disponed Property:

2. There are granted in favour of the Disponed Property servitude rights to use, inspect, maintain, repair, and when necessary renew and replace, all existing Service Media serving the Disponed Property and located through and under the Retained Property together with all necessary rights of access thereto on all necessary occasions,

6. There is granted in favour of the Disponed Property the right to maintain the grass bankings along the said Access Road between the said points lettered A and B on the said plan.

Part Five

Real Burdens and servitude conditions affecting the Disponed Property

The following servitude conditions are imposed on the Disposed Property in favour of Retained Property:

1. The Disponee shall give reasonable prior notice (except in the case of an emergency) of the intention to exercise the servitudes detailed in Part Two of this Entry.
2. The Disponee shall free, relieve and indemnify the Retained Property Proprietor from and against all compensatory or other claims for damage, including surface damage, loss or injury of any kind whatsoever and howsoever caused which may arise directly as a result of the exercise of the servitudes detailed in Part Two of this Entry.

Part Six

No application to the Lands Tribunal

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 servitude conditions set out in Part Five of this Entry, and the servitudes set out in inter alia Part Two of this Entry for a period of five years after the registration of the foregoing disposition in the Land Register.

Burden 10

Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, registered 27 Jul 2012, between The Midlothian Council (hereinafter referred to as "the First Party") and Santiago Holdings Limited (hereinafter referred to as "the Second Party") in the following terms:

Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, registered 27 Jul 2012, between The Midlothian Council (hereinafter referred to as "the First Party") and Santiago Holdings Limited (hereinafter referred to as "the Second Party") in the following terms:

WHEREAS the First Party is the Planning Authority for Midlothian in terms of Section One of the Town and Country Planning (Scotland) Act 1997 as amended; AND WHEREAS the Second Party is the heritable proprietor of ALL and WHOLE the subjects in this Title (hereinafter referred to as "the Planning Unit"); AND WHEREAS the Second Party has applied to the First Party by Planning Application registered on 23 August 2011 (Application Number 11/00579/DPP), for planning permission for the erection of a dwellinghouse (hereinafter referred to as "the Planning Permission Subjects") on the Planning Unit; AND WHEREAS the First Party as Planning Authority has indicated its willingness to grant the said application for planning permission subject inter alia to the Second Party entering into this Agreement; NOW THEREFORE the Parties in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997 as amended HAVE AGREED and DO HEREBY AGREE as follows, videlicet:-

FIRST

The said planning permission (hereinafter referred to as "the Consent") shall be issued no later than 10 working days following receipt by the First Party of an acknowledgement from Registers

of Scotland that these presents have been submitted for registration in the said Land Register of Scotland and the conditions and obligations contained in this Agreement shall not take effect until such time as the Consent has been granted.

SECOND

In the event that the Consent is revoked or in any way falls prior to commencement of the development, these presents shall fall and be deemed pro non scripto and if requested by the Second Party the First Party shall timeously grant a Discharge of this Agreement in such form as may be necessary to allow the same to be registered in the Land Register of Scotland. In the event that the Consent is subsequently reinstated following it being revoked or in any way falling these presents shall continue in force and the First Party shall not be obliged to grant the Discharge in terms of this Clause.

THIRD

The Planning Permission Subjects shall not be disposed of, sold, assigned, disponded, leased or otherwise disposed of by the Second Party except as part of a disposal, sale, assignation, disposition or lease of the Planning Unit and subject to the terms of this Agreement; and the Planning Unit shall not be sold, assigned, disponded, leased or otherwise disposed of by the Second Party except as part of a disposal, sale, assignation, disposition or lease of the Planning Permission Subjects and subject to the terms of this Agreement.

FOURTH

The Second Party hereby undertakes to comply with the terms of the Landscape and Biodiversity Enhancement Proposals annexed hereto to provide woodland planting and nature conservation assets on the Planning Unit in advance of or simultaneously with the construction of the dwellinghouse and garage and to maintain and manage these in the future together with any associated public access.

FIFTH

These presents shall be enforceable at the instance of the First Party or its successors not only against the Second Party but also against its successors in title to the Planning Unit and shall be validly referred to in all future transmissions of the Planning Unit provided that no person shall be liable for any breach of any obligation contained in this Agreement after they have disposed of their interest in the Planning Unit save in relation to any antecedent breach prior to disposing of such interest.

SIXTH

The Second Party shall not assign, burden, dispone, lease, convey or otherwise dispose of its interest in the Planning Unit or any part thereof prior to the registration of these presents in the said Land Register of Scotland.

SEVENTH

The Second Party shall be bound and obliged to provide to the First Party any information reasonably required by the First Party for the purpose of establishing that the terms of this Agreement are being complied with.

EIGHTH

The Second Party agrees that in the event of a breach or continued breach by it of the Consent and/or the terms of this Agreement, the First Party shall be entitled to exercise any remedies available to it at common law or under Statute, subject always to the Second Party being served with written notice of the said breach or continued breach by the First Party and being permitted a reasonable period of time to remedy the same.

NINTH

The terms of this Agreement shall continue in full force and effect subject to any variation of the Consent permitted by the First Party in terms of Section 64 of the Town and Country Planning (Scotland) Act 1997 as amended.

TENTH

Any dispute of any kind which may arise between the First Party and the Second Party regarding this Agreement shall be referred to the decision of an arbiter to be mutually agreed by the disputing parties and, failing agreement, as to such appointment, appointed by the Chairman of the RICS in Scotland on the application of either party to this agreement and the decision of such arbiter, including any award of expenses, shall be final and binding on the disputing parties and failing such award of expenses the cost of any such arbitration shall be borne equally by the disputing parties.

SPRINGFIELD LOW DENSITY RURAL HOUSING DEVELOPMENT

LANDSCAPE AND BIODIVERSITY ENHANCEMENT PROPOSALS

Produced for:-

Santiago Holdings Ltd. Skanco Court Coorii Road Braddon Douglas IM2 2SR

Produced by:-

Mark Hamilton Landscape Services 8 Kirkton Avenue Bathgate West Lothian EH48 1EN

Draft Produced on:-

August 2011

INTRODUCTION

Proposal

The proposal involves the construction of a single dwelling house on a 10.4 ha plot of land at Springfield, near Leadburn, Midlothian.

Planning Context

The proposal is being developed under Midlothian Council's Low Density Rural Housing (HOUS 5) policy which seeks to address issues of rural depopulation and landscape quality in certain locations within Midlothian.

The policy requires that half of the site be given over to 'native woodland planting and nature conservation interest', with the aim of enhancing the sites landscape and biodiversity values.

Purpose

The purpose of this report is to provide a context for, and further details of, the landscape and biodiversity enhancement proposals produced in support of the proposed development.

Methodology

The production of the proposals has involved a desk top survey and consideration of policies and objectives; a site survey focused on landscape and biodiversity issues; an assessment of constraints and opportunities in relation to the objectives; and the production of specified and quantified proposals.

DESCRIPTION AND CONTEXT

Location

The plot comprises of a single agricultural field located immediately to the west of the A701, roughly 1 km north of Leadburn and 3 km south of Penicuik. A row of houses built for workers at the former Wellington School lie on the south of the site, as does a horticultural contractor's yard, while three houses lie immediately to the north east of the site. The former are accessed off Springfield Road, which is a private road leading to Springfield Farm, and the latter access directly onto the A701. The three houses are located on the site of the former Glen Rosslyn mink farm.

Auchencorth Moss is located to the west of the site, with the Pentlands beyond, with the Moorfoot Hills lying to the south-east.

Topography

The site lies on a slightly elevated ridge between Auchencorth Moss and the smaller Springfield Moss. Overall the ground is largely level with a slight fall from south to north and from west to east but in terms of micro-topography the site contains a series of shallow ridges and depressions. There are high points in the north east and south, the latter being 254 metres above sea level, and low points in the east and north, the latter being below 245 metres above sea level.

Soils and Drainage

In the main the soils are free draining brown earths, with humic soils occurring in the shallow depressions. Despite the proximity of Auchencorth and Springfield Mosses there is no peat on the site.

The south western boundary is demarcated by an unnamed tributary of the Leadburn, which itself is a tributary of the North Esk. The burn is roughly 1 m wide, and due to canalisation now lies within a deeply incised and linear channel.

There are no other open water features on the site, but water drains to the south east and northern points of the site. The depressions have impeded drainage and a high water table.

Land Use

The land is currently used for agricultural pasture. A low voltage power line crosses the southern corner of the site.

Recreation

It is understood that some local residents make informal use of the field for dog walking, but there are no recognised paths in the locality.

Ecology

There are no ecological designations affecting the site or the immediate locality.

A biodiversity assessment of the site was undertaken by Midlothian Council in 2007. The survey identified the following features of biodiversity interest

-Tree corridor - located in the southwest of the site, and composing of mature oak, elm and beech. The survey also identified occasional trees and hawthorn bushes elsewhere on the site margins.

-Wetland - mainly located in a north-south orientated hollow and on the site frontage with the A701. The wetlands comprise of rushes and sedges, and a variety of wildflowers, and are rich in invertebrate activity

-Watercourse - on the south western boundary

-Dry stone dyke - the dyke runs the full length of the north western boundary, and is identified as a wildlife corridor

Among the measures recommended by Midlothian Council in the Supplementary Planning Guidance are:-

-No planting or development in the wetland areas

-Protection of the tree corridor and dry stone dyke

-Creation of a pond

-Utilization of bat and swift bricks in the house design

The recently completed site survey provided additional information on the sites biodiversity value and potential.

Wetland - the wetland area is dominated by soft rush, with other species recorded including cuckoo flower, marsh willowherb, marsh horsetail, sorrel, nettles ragged robin, marsh thistle, water forget-me-not, and creeping buttercup

Grassland -the large majority of the grassland comprises of improved grass species, with sporadic rush infestation in patches. However, there are a number of other species present that suggest that some of the field's historic character remains. These species include harebell, sneezewort, yarrow, buttercup, stitchwort, and self-heal.

Woods - The woodland strip contains roughly 20 mature trees, with roughly half being oak. There are three live elms present, with one suffering from Dutch elm disease, together with 3 standing dead stems of elm. There are a couple of impressive alders, and a single beech tree. The ground beneath the trees is grazed, and there are no young trees present. Protected species

Trees - There are a handful of mature individual trees located on the site boundaries, including 4 on the A701 frontage, and 2 at the start of Springfield Road. One of the trees on the A701 frontage is dead, while there is a large beech, leaning over the road, which shows clear signs of senescence. The nearby scots pine has significant deadwood in its crown. There are healthy specimens of alder, birch and scots pine. A sizeable ash tree is located on the side of the watercourse. There are two large beeches on the north-eastern boundary, and a few straggly hawthorns located along the south-eastern boundary

Watercourse - the watercourse is ~0.8m in width, and it lies within a deeply incised ditch. The ditch has been cleaned recently and no vegetation of interest was noted.

Outwith of the site there are semi-mature, largely coniferous woodlands around the horticultural yard, while shelterbelt establishment has been undertaken in recent years on the fields to the west of the site. Auchencorth Moss lies to the north, separated from the site by a tract of rough grazing, with scattered self-sown birch being present. There are a few mature trees and shrubs within the grounds of the former mink farm.

The Midlothian Biodiversity Action Plan (BAP) identifies the following habitats among 16 Local Priority Habitats

-Rushes and marginal vegetation

-Amenity woodland

-Non- species rich hedgerows

The BAP contains habitat action plans for 'ancient and semi-natural woodlands' with an objective being to increase woodland coverage, and for 'farmland habitats' with rushes, non-

species rich hedgerows, and marshy grassland being identified as habitats that may benefit from positive management.

Landscape

There are no landscape designations affecting the site or its immediate locality.

The Lothians landscape assessment (ASH, 1998) places the site firmly within the Gladhouse/Auchencorth Moorlands landscape character area. Relevant identified management guidelines include:-

- Seek opportunities to enhance integration of characteristic isolated small woodland features
- Opportunities exist for further woodland expansion in harmony with scale of landscape
- Recognise visual sensitivity of open terrain visible from both Pentlands and Moorfoots

The site itself is part of a low, elongated ridge lying above between Auchencorth and Springfield Mosses. The surrounding landscape is generally open and of a medium to large scale. However a more intimate and fragmented landscape exists around the site, due to their presence of individual cottages, the row of houses on Springfield Road, and the horticultural yard.

Pastoral agriculture is the dominant land use. Woodland cover in the locality is relatively low, and comprises mainly of narrow shelterbelts, tree lines, and individual trees. Some of the shelterbelts are dominated by spruce, and are at odds with the local landscape character.

The site is visually bland, with the main features of positive visual interest being the strip of trees on the south western boundary, the occasional tree on the roadside boundary, and the main hollow in the eastern half of the site. The main visual detractors are the unkempt appearance of the roadside strip, coupled with the declining visual quality of the trees, the canalised nature of the watercourse, and the presence of the power line.

Visibility

The cottages located on the south side of Springfield Road have views across the site towards the northern Pentlands, although the views from the houses themselves are restricted by the positioning of the windows and by the growth of vegetation in the front gardens.

Five other houses lie in close or near proximity. The cottage on the east side of the A701 faces directly onto the site frontage but no clear views of the site appear to be available from within the house. Similarly the property on the west side of the A701, and immediately north of the site, appears to offer very restricted views of the site due to the presence of intervening trees. Two houses occupy the site of an old milk farm, and these properties allow views across the over Auchencorth Moss and onto the southern Pentlands. However, the situation of the houses and the siting of their windows suggest that views out from the houses are limited. The fifth property is a newly constructed house in the field to the north of the site. The property has open views on all sides, including over the site, but it is located some 150m from the site boundary.

Views of the site from the A701 are not available from south of the Springfield Road entrance due to intervening trees, while the site frontage is plainly visible for a 100m stretch of the A701. The houses and trees on the old milk farm site limits intimate views from the A701 to the immediate north of the site, but more distant views are available for an 800m long stretch of the A701 between Glen Rosslyn and Dykeneuk.

SITE ASSESSMENT

In terms of the delivery of the required benefits to the public, the following constraints and opportunities have been identified:-

Constraints

Visibility Issues - the residents in the houses on Springfield Road enjoy panoramic views of the Pentlands; woodland planting in their vicinity would significantly limit these views. Views from other properties pose similar, but less significant, constraints.

Soils - the soils are relatively free draining, which will benefit the growth of trees but will make it difficult to create ponds capable of holding permanent water. The creation of ponds was one of the potential benefits identified by Midlothian Council.

Drainage Requirements - the need to ensure that the fields of the neighbouring farm are drained limits the options open to enhancements of the small watercourse on the western march.

Existing Vegetation - much of the site comprises of improved grasslands, which are difficult to convert to more-species rich grasslands. Although rushes are present across large parts of the site, it is only within the wetland area that they are of biodiversity value.

Opportunities

Wetland Development - the wetlands already contain a reasonable degree of floristic diversity

Woodland Management - the presence, and potential management, of mature, overmature and dead trees will greatly improve the biodiversity value of any newly created woodland by providing habitat diversity.

Recreational Issues - the sites isolation and lack of features of interest mean that its recreational potential is strictly limited.

Soils - the majority of the soils are fertile and relatively free draining, which will enhance rates of tree growth and allow a range of suitable species to be grown.

Development Proposals - there may be opportunities to dovetail the design of the house with biodiversity enhancements in the wider site. These may include the construction of ponds to function as a sustainable urban drainage system, which could also deliver biodiversity gains, and the development of a cohesive approach to landscape improvements on the A701 frontage.

PROPOSALS

Introduction

A series of individual proposals have been produced to meet the overall objectives of enhancing the sites biodiversity and landscape values.

Proposal a) Woodland Creation

Location - Largely on the western, north-western, and north-eastern margins of the site

Extent - 2.4 ha

Purposes - To create a landscape framework for the site, linked to existing trees and woods both within and outwith the site, without obscuring key views from residential properties.

To enhance the sites biodiversity values through the establishment of a largely native woodland.

Proposal b) Woodland Management

Location - Within the existing shelterbelt on the western margin of the site

Extent - 0.2 ha

Purposes - To retain and enhance the condition of the existing woodland to provide biodiversity benefits, and to provide a building block for the developing landscape framework

Proposal c) Hedge and Hedgerow Tree Establishment

Location - On the frontage with the A701 and the initial section of Springfield Road

Extent - 225 m

Purposes - To enhance the appearance of the roadside corridor, to enhance the setting of the proposed development, and to provide low screening for the wetland area.

Proposal d) Tree Removal

e)

Location - On the A701 frontage Extent - 2 no. trees

Purposes - To address existing safety risks and to enhance the site's amenity NB all other dead and dying trees will be retained

Proposal f) Wetland Management

Location - In the eastern section of the site

Extent - 2.0 ha

Purpose - To retain and enhance the biodiversity value of the wetlands

Proposal g) Wetland Scrapes

Location - Within the lowest part of the wetland

Extent - 600 m² (within wetland area)

Purposes -To provide habitat diversity to enhance biodiversity values, and to create visual interest

Proposal h) Grassland Management

Location - In the eastern section of the site, immediately to the west of the proposed development

Extent - 0.4 ha

Purpose - To enhance the biodiversity value of the existing semi-improved grasslands

Proposal i) Dry Stane Dyke Repair

Location - On the north-western boundary

Extent - 290 m

Purpose - To retain the drystone dyke in a functional condition, to retain it as a feature of cultural interest, and to provide habitat diversity

a) Woodland Creation (2.4 ha)

Woodland creation is proposed for 2.4 ha, including 0.6 ha of open ground. Three woodland types are proposed:-

1. native broadleaved woodland - designed to form the bulk of the planting, and to utilize only native species
2. mixed woodland - planted on the higher parts of the sites, and including non- native but traditional species such as scots pine and beech
3. amenity woodland - comprising arrange of small and medium sized native trees and shrubs, and located in prominent locations

Native Broadleaved Woodland (1.0 ha)

Species	%	Species	%
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Ash	30	Gean	5
Pedunculate oak	20	Rowan	5
Downy birch	15	Hazel	5
Alder	15	Elm	5

- Major species will be planted in medium sized single and 2 species groups,
- Individual species will be matched to site conditions e.g. downy birch and alder on wetter soils, ash and oak on best soils
- Shrub species will be concentrated on the external and internal edges
- Establishment density of 2,500 plants per ha

Mixed Woodland (0.5 ha)

Species	%	Species	%
Scots pine	40	Beech	20
Pedunculate oak	20	Silver birch	20

- Pine, oak and beech will be planted in medium sized single and 2 species groups, interspersed with birch,
- Establishment density of 2,500 plants per ha

Amenity Woodland (0.3 ha)

Species	%	Species	%
Silver birch	15	Hazel	15
Alder	15	Blackthorn	15
Rowan	15	Hawthorn	15
Aspen	5	Elder	5

- Species will be planted in a random mix.

- Individual species will be matched to site conditions e.g. alder in damper locations, birch and aspen in drier locations
- Shrub species will be concentrated on the external edges
- Establishment density of 2,500 plants per ha

Preparation

- Planting locations will be prepared using a single furrow plough (T30/S15) with 2m between furrows.
- Furrows will be orientated to provide some drainage, but to avoid excessive causing drainage
- No additional drainage works will be undertaken.
- All works will comply with the 'Forests and Water Guidelines (4th ed.) and with the 'Cultivation of Soils for Forestry' (bulletin 119}.

Protection

The woodland planting will be protected from grazing through the erection of deer and stock proof fences. Sound existing stock fences will be upgraded with deer fencing where feasible.

- All broadleaf trees will be protected from rabbits and voles through the use of plastic guards, held in place with a cane.

Planting

- Plants will be planted, using a T or 'L' shaped notch, into the prepared furrow
- Generally, broadleaf stock will be 2 year old transplanted or undercut stock, 60-90cm tall.
- Pine will generally be three year old transplanted or undercut material, 20-40cm tall,
- All shrubs and willows will be cut back to ~15cm height before planting,
- Native broadleaf trees and shrubs will be of Scottish provenance if possible,
- Plant spacing will be at 2m x 2m centres (2,500 plants per ha)

Open Ground

Within the planting areas open ground will be retained for biodiversity purposes (by the watercourse and dry stane dyke), for landscape purposes (to soften angular boundaries), to facilitate access provision, and for practical purposes (to respect wayleave conditions).

Approximately 25% of the ground will remain unplanted, and with the exception of the path route, will be allowed to develop naturally.

Maintenance

- Plants and guards will be maintained in a windfirm and upright condition,
- All fences and gates will be maintained in a sound condition until the plants are fully established.
- All trees will have a 1m² spot maintained in a largely weed free condition for at least three years. This will be achieved by the applications of systemic herbicides and by hand weeding as necessary,
- The 'Forests and Water' and 'Use of Herbicides in the Forest' guidelines will be adhered to during all maintenance operations,
- Plants will be monitored for signs of disease and damage, and appropriate action taken as necessary,
- The site will be monitored for the presence of deer and rabbits,
- Replacement planting will be undertaken to ensure that the required overall stocking densities are maintained until the trees are fully established,
- The site will be routinely monitored to ensure that the stated specifications are being achieved, and in order that any unforeseen problems can be identified and dealt with, at an early stage.

b) Woodland Management (0.3 ha)

All existing trees will be retained, including dead and dying specimens, unless they are deemed to present a safety hazard or threatening the functioning of the watercourse or fences.

- All fallen timber will be left in situ unless it is blocking the watercourse or access route
- Underplanting will be undertaken in suitable gaps beneath the canopy,
- Planting will be held back 5m from the watercourse
- The underplanting will be undertaken as per the specifications for woodland creation, except that individual planting mounds will be used instead of ploughing as a means of ground preparation,
- Species will include oak (50 no), hazel (50 no.), elm (25 no.) and ash (25 no.)

c) Hedge and Hedgerow Tree Establishment (225 m)

Preparation

- Cultivate ground to a depth of 400mm and width of 500mm, to create a hedge bank raised ~150mm above the surrounding ground level using a tracked excavator

- Excavate open ditches to ensure that hedgebank remains free draining,
- The existing semi-derelict roadside fence will be removed and replaced as detailed below

Protection

- The hedge and hedgerow trees will be protected by stock and rabbit fencing
- Supply and erect a post and wire fence Rylock' netting (HT 8/80/18) with three line wires, with posts at 2m centres,
- Supply and fit rabbit netting (1050mm x 31 mm wire mesh net) to post and wire fence with gordian ring clips or similar approved. Overlap 150mm of wire onto ground and fix down using turfs or stones.

Mulching

- Supply and lay woven polypropylene mulch matting 1 metre wide over hedge bank, cut into 10m lengths, and secure using anchoring pegs (plastic or steel) at 5 pegs per metre. Lay stones removed from hedge bank onto matting to provide additional security.

Planting

Supply and plant the hedging plants noted below

Species	Form	Size	Mix	No.
Hawthorn	2 year old b.r. transplants	45-60cm (cut back)	70%	910
Blackthorn	2 year old b.r. transplants	45-60cm (cut back)	15%	195
Dog Rose	2 year old b.r. transplants	45-60cm (cut back)	5%	65
Hazel	2 year old b.r. transplants	46-60cm	5%	65
Holly	2 year old cell grown	30-45cm	5%	65

- Hedge plants to be notch planted through diagonal hole cut into in mulch mat, to the appropriate depth and in a vertical position,
- Plants to be planted at 6 plants per metre, in a double staggered row, with 30cm between rows, and 33cm between plants within each row.
- Dog rose, holly, and hazel to be planted individually within the hawthorn/blackthorn matrix, with blackthorn planted in groups of at least 5 plants,
- Hawthorn, blackthorn, and dog rose to be cut back to 1 cm above first year growth point prior to planting.

Supply and plant the hedgerow trees noted below

Species	Form	Size	Mix	No.
Ash	rootballed	12-14cm girth, 2.4m tall	100%	20

- Trees to be pit planted at 8m centres, and secured with belting and tree ties to a double stake and bar.

Maintenance

- Plants to be firmed up and maintained in a vertical position as required,
- Mulch matting to be maintained in a secure position by firming up pegs, and by providing additional weighting if required. Any plants affected by lifting mulch mat to be firmed up.
- Remove all weed growth growing within planting holes cut in mulch matting,
- Supply and apply systemic herbicide (glyphosate based) to 0.5m wide strip of vegetation on either side of mulch matting,
- Remove all dead and very poor plants and supply and plant replacement plants of the same species
- Check all fence lines for signs of damage, and repair as required to maintain in stock/rabbit proof condition,
- Lightly prune excessive/poor growth to encourage bushing
- Inspect all hedges twice per annum for signs of damage, poor health, disease, vole damage, and other problems, and produce a written report.

d) Tree Removal

Two trees will be felled for safety reasons

- Fell 1 no. standing dead tree by frontage with A701
- Fell beech tree on site frontage. The tree leans heavily over the road, and is senescing, with dieback in canopy
- Remove deadwood from canopy of roadside scots pine
- Monitor all remaining trees by A701 and Springfield Road

All other trees and shrubs to be retained and managed. Replacement planting to be undertaken as detailed in c) 'Hedge and Hedgerow Tree Establishment'

e) Wetland Management (2.0ha)

The main means of increasing biodiversity within the wetland is through manipulation of the grazing regime.

- A full species survey will be undertaken to provide a baseline for future monitoring
- A 'rylock' stock fence will be erected to separate the wetland area from the retained pasture, with a gate fitted to facilitate access between the fields,
- All stock will be excluded between the months of April and August,
- Cattle will be introduced to the wetland between September and March, with stocking levels being sufficiently to ensure that the vegetation is heavily cropped,
- No fertilizers or pesticides will be used.
- No grazing will be permitted in the first year in order to allow for the development of the wetland scrapes. Where feasible, vegetation will be cut with a tractor mounted flail.
- No tree or shrub planting is proposed at this stage.
- The impact of grazing will be monitored, and stocking levels and timing amended to achieve the desired impact

f) Wetland Scrapes (600m²)

The lack of a clay sub-soil will limit the likelihood that permanent water features can be created. It is proposed to create scrapes which will be capable of holding seasonal water, and which will provide the potential for enhanced habitat diversity by colonisation of bared soil.

- Two scrapes will be formed, each extending to roughly 40m length by 8m width,
- The central section of the scrapes will be excavated to a depth of 60cm, with gently shelving slopes. Excavated material will be graded into the surrounding ground,
- The bare soil will be seeded with a wetland wildflower mix at 5g per m² (British Seed Houses 'RE3 Water Meadow' or similar),
- The area for seeding will extend to roughly 1,500m². Grazing will be excluded for one year to allow for re-growth of existing vegetation and establishment of seeded vegetation.
- Water levels will be allowed to establish naturally in the initial phase, with monitoring and assessment undertaken to measure the effectiveness of the scrapes, with adjustments being made to excavation depth if necessary.

g) Grassland Management (0.4 ha)

The main means of increasing biodiversity within the grassland is through manipulation of the grazing regime.

- A full species survey will be undertaken to provide a baseline for future monitoring
- The grassland will be managed in the same manner, and as the same land parcel, as the wetland,
- All stock will be excluded between the months of April and August,
- Cattle will be introduced to the wetland between September and March, with stocking levels being sufficiently to ensure that the vegetation is heavily cropped,
- No grazing will be permitted in the first year in order to allow for the development of the wetland scrapes within the wetland area. The grassland will be cut with a tractor mounted flail in August
- No fertilizers or pesticides will be used.
- The impact of grazing will be monitored, and stocking levels and timing amended to achieve the desired impact

h) Dry Stane Dyke Repair (290m)

The dry stane dyke on the north western boundary will be repaired as necessary to assist is stock exclusion. Protection for the dyke will be provided through the erection of a stock and deer proof fence.

Compliance

The Low Density Rural Housing policy requires that half of the site be given over to 'native woodland planting and nature conservation interest'. The following table sets out an area breakdown for the proposals. Some benefits have not been assigned areas (e.g. dry stane dyke repair, informal access provision), while one has been assigned a nominal area (hedge establishment)

Proposal	Area Breakdown (ha)	Percentage of total site
Total Site	10.4	100
Development Plot	0.25	2%
Retained Agricultural Field	4.95	48%
Total Non-Public Benefit	5.2	50%
Woodland Creation	2.4	23%
Woodland Management	0.3	3%
Hedge and Hedgerow Tree Establishment	0.1 (nominal)	1%
Tree Removal	-	

Wetland Management	2.0	19%
Wetland Scrapes	included above	-
Grassland Management	'0.4	4%
Dry Stane Dyke Repair	-	-
Informal Path	-	-
Total Public Benefit	5.2	50%

Burden 11

Explanatory Note:

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

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