

14/23649

Books of Council and Session

Extract Registered 13 Jun 2014

AGREEMENT

SCOTTISH MINISTERS
SCOTTISH BORDERS COUNCIL



**Registers
of Scotland**

deed extract

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14/23649

AT EDINBURGH the Thirteenth day of June Two thousand and fourteen the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and execution and is registered in the said Books as follows:-

AGREEMENT

between

THE SCOTTISH MINISTERS ("the Ministers")

and

THE SCOTTISH BORDERS COUNCIL constituted under the Local Government etc (Scotland) Act 1994 and having their Council Headquarters at Newtown Saint Boswells, Melrose ("the Council")

WHEREAS:-

- (A) The Council is a local authority engaged in establishing paths comprising on and off-road paths for walkers, cyclists and equestrians between and around communities and places of interest;
- (B) the Ministers are heritable proprietors of the Land managed on behalf of the Ministers by Forestry Commission Scotland having a District Office at Janet's Brae, Glentress ("the Commission");
- (C) the Council proposes to carry out the Works to form the Path over the Land and thereafter to maintain the Path; and
- (D) the Council has requested and the Ministers have granted consent to the Works and have agreed to enter into this Agreement on the conditions set out below.

IT IS AGREED by the Parties as follows:-

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:-

"**CDM Regulations**" means The Construction (Design and Management) Regulations 2007;

"**Commissioning Date**" means the date on which the Verifier certifies that the Path is complete and fit for purpose;

"**Conclusion Date**" means last date of execution of this Agreement;

"**Development and Operating Agreement**" means the agreement to be executed by the Parties in accordance with terms of the draft forming Part 3 of the Schedule;

"**the Land**" means the land in the ownership of the Scottish Ministers and managed on their behalf by the Commission and being ALL and WHOLE the subjects at Eshiels, Peebles being more particularly described in Notice of Title in favour of The Scottish Ministers dated Thirteenth and recorded in the Division of the General Register of Sasines for the County of Peebles on the Fourteenth both days of November Two Thousand and Seven;

2/

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“**Method Statements**” means the statements to be produced by the Council detailing how the Works are to be carried out and detailing the methods of control to be exercised showing how the Works will be managed safely and without risk or prejudice to the public and the remainder of the Land;

“**Mitigation Measures**” means detailed specifications of all procedures, notifications, works, actions and other steps which the Council is or may be required by the Ministers to take to avoid or mitigate the occurrence or threatened occurrence of any incident, event, matter or state of affairs which does or is reasonably likely to cause harm and or damage to and or an adverse effect on the public and/or the remainder of the Land;

“**Parties**” means the Ministers and the Council;

“**the Path**” means the new access tracks and roads to be constructed over the Land the route of which is shown for identification purposes shown coloured red on Plan A and Plan B attached and signed as relative hereto and includes the entire width of such access tracks or roads including any embankments on which such are based, any ancillary Path Furniture and all bridges, culverts or drainage ancillary thereto and any diversion or alteration thereof permitted in terms of this Agreement;

“**Path Furniture**” means gates, stiles, fences, barriers, cattle grids, picnic tables, seats, signage, speed restrictions or measures and markings on the Path and sculptures or other works of art along the Path;

“**Plan A**” means the plan marked “Plan A” annexed hereto;

“**Plan B**” means the plan marked “Plan B” annexed hereto;

“**Rights**” means (together):

- (i) the right to establish the Path (and to carry out the Works) in accordance with the Method Statements and subject to the Mitigation Measures, and
- (ii) the right to promote and permit the non-exclusive use of the Paths for walkers, cyclists and equestrians;

“**Schedule**” means the schedule annexed to this Agreement;

“**Verifier**” means a verifier as defined in The Building (Scotland) Act 2003;

“**Works**” means the construction of the Path in accordance with the Schedule of Works forming Part 2 of the Schedule and installation of the Path Furniture and thereafter all remedial and maintenance works required to the Path and the Path Furniture.

1.2 Interpretation

Save to the extent that the context or the express provisions of this Agreement otherwise requires, in this Agreement:-

- 1.2.1 words importing any gender shall include all other genders;
- 1.2.2 words importing the singular number only shall include the plural number and *vice versa*;
- 1.2.3 words importing individuals include corporations and *vice versa*;

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- 1.2.4 references to this Agreement or to any other document shall be construed as reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 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 Agreement;
- 1.2.6 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- 1.2.7 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; and
- 1.2.8 any obligation on, or right granted or reserved to, the Ministers may be fulfilled or exercised by the Commission and/or land agents in place of or in addition to the Ministers.

1.3 Headings

The headings in this Agreement are included for convenience only and shall be ignored in construing this Agreement.

1.4 Schedule

The Schedule forms part of this Agreement.

2 Grant of Rights

Subject always to the terms and conditions specified or referred to in this Agreement, the Ministers hereby:

- 2.1 consent to the Council carrying out the Works on the Land (subject to all restrictions and qualifications thereto contained in this Agreement), and
- 2.2 grant the Rights to the Council (subject to all restrictions and qualifications thereto contained in this Agreement) and that for the duration of this Agreement.

3 Duration of this Agreement

- 3.1 This Agreement shall subsist for a period of 25 years from the First day of October Two Thousand and Eleven notwithstanding the date or dates hereof.
- 3.2 For the avoidance of any doubt the Path will not be made available by the Council for use by the public until after the Commissioning Date.
- 3.3 In the event that the Path falls into disuse or is no longer maintained by the Council as an established path then in such event the Ministers will be entitled to terminate this Agreement on giving to the Council 3 months written notice to that effect and on the expiry of such notice this Agreement will terminate and the Council will be obliged to comply with the obligations for removal set out in Clause 10 of Part 1 of the Schedule.

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4 Council Obligations

The Council will comply in all respects with the conditions set out in Part 1 of the Schedule.

5 Route Variation

5.1 The Council will not be permitted to vary the route of the Path without the prior written consent of the Ministers.

5.2 Subject to the provisions of the Land Reform (Scotland) Act 2003 the Ministers reserve the right to close the Path temporarily for operational or safety reasons. If they do so the Ministers shall, after consultation with the Council, endeavour to provide an alternative path which is to a similar standard as the Path or to as good a standard as possible having regard to the available alternatives and either:-

5.2.1 give written notice to the Council that it has made reasonable endeavours to find a suitable alternative path but is unable to do so, and

5.2.2 be responsible for the erection and maintenance of signage to indicate the closure of the Path at the nearest junctions with access routes used by the public, or

5.2.3 provide such an alternative path and notify the Council of the details thereof, and

5.2.4 be responsible for erecting and maintaining directional signage for the alternative path.

6 Termination

6.1 If at any time during this Agreement the Council fails in any material respects to perform or observe any of the undertakings or conditions on the part of the Council herein contained within 28 days after having received from the Ministers written notice of such breach then and in any such case the Ministers may at any time thereafter terminate this Agreement and the Council shall be bound within 14 days of such termination being constituted to remove from the Land and in so doing comply with the obligations for removal set out in Clause 10 of Part 1 of the Schedule.

6.2 Without prejudice and in addition to any other remedies open to them, the Ministers shall have the right to take steps to remedy any breach of any of the Council's obligations under this Agreement committed by the Council which they have failed to remedy within a reasonable period (having regard to the nature of the breach) of receipt of written notice from the Ministers requiring them to do so or without notice if it is an emergency and it is not reasonable or practicable to give the Council such notice. In such event the Council shall be obliged to reimburse the Ministers the proper reasonable costs so incurred by them and that within 21 days of a written demand therefor together with interest thereon at 5 per centum per annum above the base lending rate from time to time of The Royal Bank of Scotland plc from the date or dates of disbursement by the Ministers until settlement of them.

6.3 Notwithstanding the termination of this Agreement (howsoever caused), any clauses or provisions of this Agreement which have become prestatable as at the date of termination or in respect of any act or omission of the Council before or after the date of termination shall nevertheless continue to be enforceable.

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7 Service of Notices

All written notices to be served by either party on the other pursuant to the provisions of this Agreement shall be delivered by hand or sent by recorded delivery in the case of notices from the Council to the Ministers to the Commission at Forest Enterprise, 1 Highlander Way, Inverness Retail & Business Park Inverness, IV2 7GB and to Dumfries and Borders District Office, Ae Village, Parkgate, Dumfries, DG1 1QB and in the case of notices from the Ministers to the Council addressed to the address as specified in the definition of the parties to this Agreement or to such other address as may be notified in writing by the Parties from time to time.

8 Rights of Others

This Agreement is granted subject to the rights of the owners, tenants and occupiers of all adjoining and neighbouring premises, whose rights must not be infringed by the Council.

9 Costs

9.1 The Council will pay the costs and expenses reasonably and properly incurred by the Ministers, their solicitors, architects and surveyors in connection with:-

9.1.1 the approval of the Works;

9.1.2 the preparation, execution and completion of this Agreement; and

9.1.3 the inspection and approval of the Works during the course of the Works and at the completion of the Works.

9.2 The Council will pay the costs of registering this Agreement in the Books of Council and Session and obtaining three extracts (two for the Ministers and one for the Council) and/or the costs of recording this Agreement in the General Register of Sasines.

10 Arbitration

10.1 In the event of a dispute or claim arising out of or relating to this Agreement the Parties will attempt in good faith to resolve such dispute or claim promptly within 14 days through negotiations between the representatives of the Parties who have authority to settle this dispute.

10.2 If the matter is not resolved through negotiation, the Parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (ADR) procedure as recommended to the Parties by the Centre for Effective Dispute Resolution (CEDR).

10.3 Unless extended by agreement of the Parties if the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure, or if either party will not participate in an ADR procedure, the dispute may be referred to arbitration of an arbiter mutually chosen or in the event of disagreement, nominated by the President of the Law Society of Scotland or of the Scottish Branch of the Royal Institution of Chartered Surveyors (depending upon the nature of the dispute) on the application of either party.

11 No Warranty/Right of Way

11.1 No representation or warranty is given or implied on the part of the Ministers as to either the suitability of the Land for the Works, or as to whether the Works or any removal or reinstatement of them may be lawfully carried out.

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- 11.2 Nothing in this Agreement shall by implication of law or otherwise operate to create a public right of way over the Path or operate or be deemed to confer upon the Council any servitude right or privilege whatsoever over or against any adjoining or neighbouring land which now or hereafter shall belong to or be managed by the Commission which would or might restrict or prejudicially affect the future building, alteration or development of such neighbouring or adjoining land and the Ministers shall have the right at any time to make such alterations or to build or develop any such property as they may deem fit without obtaining any consent from or paying any compensation to the Council in respect of any rights afforded to the Council in terms of this Agreement.

12 Grants

- 12.1 The Ministers accept and agree that the Council have or may submit an application for Rural Priorities and/or other government grants in respect of their management of the Path.
- 12.2 There are/will be no outstanding or unimplemented conditions in respect of any government or other grants or subsidies affecting the Path obtained by the Council in terms of Clause 12.1, which will fall on the Ministers and without prejudice to the foregoing any obligations to repay any grant, whether rural or whether occurring before or after the termination of this Agreement (howsoever arising) through the action or omission of the Council, shall remain the responsibility of the Council.

13 Jurisdiction

This Agreement shall be governed by and construed in accordance with Scots Law and the parties hereby agree to submit to the jurisdiction of the Scottish courts.

14 Consent to Registration

The Parties consent to the registration of this Agreement for preservation and execution and/or the recording of this Agreement in the appropriate division of the General Register of Sasines: IN WITNESS WHEREOF these typewritten presents consisting of this and the preceding five pages together with the four plans and the schedule are signed for and on behalf of the Scottish Borders Council by Jane Webster, Authorised Signatory at Newton St Boswells on 16 May 2014 in the presence of Irene McAulay, Team Leader c/o Council HQ, Newton St Boswells and for and on behalf of the Scottish Ministers by Laurence Henry Tyson, Authorised Signatory at Dumfries on 15 June 2014 in the presence of Stuart Moscrop, Admin Officer of Forestry Commission Scotland, 55 Moffat Road, Dumfries DG1 1NP

Stuart Moscrop (Witness)

Irene McAulay, witness

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This is the Schedule referred to in the foregoing Agreement between the Scottish Ministers and The Scottish Borders Council

Part 1

Conditions

1 Consents

- 1.1 To obtain at the Council's sole cost and expense all consents, permissions and licences for the Works and comply with all conditions in any planning permission or other consents for the Works and for the use of the Path and to indemnify and keep indemnified the Ministers in respect of any costs properly incurred by the Ministers, on demand, as a result of any breach thereof by the Council.
- 1.2 Not to use the Land otherwise than for the exercise of the Rights. Not to use the Path for any event or other organised activity which does not fall within the scope of the Rights without the prior written consent of the Ministers.
- 1.3 Not to commence to carry out the Works or any part thereof (1) without the prior written consent of the Ministers in accordance with drawings and specifications previously submitted to and approved by the Ministers (2) until the Ministers have approved the Method Statements (3) until the Ministers have approved the Mitigation Measures and (4) until the Ministers have approved the Council's contractors, which consent/approvals will not be unreasonably withheld. The Works will be conducted under the supervision and to the reasonable satisfaction of the Ministers to ensure that the Council is complying with the terms of the Method Statements and the Mitigation Measures.
- 1.4 Upon completion of the Works to submit a completion certificate to the Verifier and as soon as received from the Verifier to produce a copy of the notice of acceptance of a completion certificate and a copy of the original completion certificate to the Ministers.
- 1.5 To display such warning or other notices on the Land as are required by statute and/or by the Ministers but subject thereto not to display any advertisements on the Land save that the Council may display notices of a reasonable size relating to the exercise of the Rights which notices have been previously approved in writing by the Ministers.
- 1.6 To supply and erect way marker posts and signs (signs in locations and to specifications approved in writing by the Ministers) along the length of the Path and in particular at boundaries of the Land and at junctions with other roads, tracks and paths on the Land.
- 1.7 To provide and install such gates, stiles, fences or barriers on the Land as may be reasonably required by the Ministers and to a specification approved in writing by the Ministers.
- 1.8 Not to use the Land such that it causes a nuisance to the Ministers, or those authorised by the Ministers to use any road or track on the Land, or to adjoining proprietors but, for the avoidance of doubt, the exercise of the Rights shall not be deemed to be a nuisance.

2 Statutory Requirements

To comply with all applicable general or local Acts of Parliament including The Town and Country Planning (Scotland) Act 1997, The Building (Scotland) Act 2003, The Health and Safety at Work etc Act 1974 and the Fire Precautions Acts, bye-laws, orders, instruments and regulations made under them and the regulations made by and the requirements of the local and any other requisite authority, including, in so far as they apply to the Works and

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the CDM Regulations and:

- 2.1 where the CDM Regulations do apply:-
 - 2.1.1 the Council elects to be the sole client in respect of the Works for the purposes of the CDM Regulations;
 - 2.1.2 where the Works are notifiable in terms of the CDM Regulations to procure that the CDM co-ordinator properly notifies the Works to the Health & Safety Executive and forwards a copy of the notification to the Ministers within three working days of it being sent to the Health and Safety Executive and keeps the Council's Health & Safety file up to date and shares all information relevant to the said Health & Safety file with the Ministers and within 28 days after completion of the Works supplies all information necessary to enable the Ministers to keep the Health & Safety file up to date;
 - 2.2 where the CDM Regulations do not apply, to supply to the Ministers such drawings and other information as the Ministers may reasonably require in relation to the Works in order to allow the Ministers to update any Health & Safety file required for the Land and to procure that copyright licences are obtained so that all the material in the Health & Safety file may be copied and used by the Ministers or any other party to enable them to comply with their duties under the CDM Regulations and for other related purposes.
- 3 Notification**
- To notify the Ministers or their surveyors in writing not less than seven days prior to the date of commencement of the Works and immediately after the Works have been completed.
- 4 Conduct of Works**
- 4.1 At the Council's own expense to carry out the Works in a proper and workmanlike manner with good quality materials in accordance with the provisions of the Method Statements and the Mitigations Measures all to the reasonable satisfaction of the Ministers or their surveyors and/or engineers and, where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current at the Conclusion Date, to procure that all goods and materials used or supplied are, and all workmanship is, in accordance with that standard.
 - 4.2 To carry out the Works with the least inconvenience, disturbance or disruption reasonably practicable to the Ministers and to the owners or occupiers of adjoining or neighbouring property and to make good to the reasonable satisfaction of the Ministers all damage arising out of or incidental to the Works including any damage to such adjoining or neighbouring property.
 - 4.3 Not less than 48 hours prior to any required vehicular access the Council will notify the Commission of the vehicle registration number of any vehicle requiring access and the location on the Land where such vehicle is to operate and the time or times of such operations. Access for such vehicle will not be permitted unless the Council has received permission from the Commission for such access to proceed within said 48 hour period. The Council will ensure that all gates and barriers are kept closed and/or locked after the passage of vehicles and will install padlocks and provide duplicate keys to the Commission all as required by the Commission acting reasonably.

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5 Inspection of the Works

- 5.1 To permit the Commission and their surveyors and/or engineers at all reasonable times to inspect the progress of the Works and the quality of the materials and workmanship used.
- 5.2 To inspect the Path as frequently as shall be agreed with the Commission but in any event not less frequently than two times per year and to provide the Commission on request with copies of all inspection reports with full details of all remedial work required so as to maintain the Path in a condition fit for the exercise of the Rights. To carry out such remedial works as are identified in such inspection reports or notified by the Commission to the Council as soon as reasonably practicable after the date of such inspection. Such inspections shall include routine annual tree safety inspections as per a validated system.

6 Ministers Notices

- 6.1 To carry out and complete such works (both in relation to the carrying out of the Works the ongoing maintenance of the Path or the Path Furniture) and to do such things as the Ministers acting reasonably may specify in a notice in writing to the Council as being necessary to comply with the obligations on the part of the Council contained in this Agreement.
- 6.2 Failing the carrying out and completion of such works and the doing of such things within two months after such notice (or within such other reasonable period as may be specified in such notice having regard to the nature and extent of the outstanding works or things) to:-
 - 6.2.1 permit the Ministers to carry out all or any of such works and do all or any of the things specified in such notice; and
 - 6.2.2 pay to the Ministers on demand the properly incurred cost of carrying out and completing such works or doing such things with interest thereon at the rate of 5 per centum per annum above the base lending rate from time to time of The Royal Bank of Scotland plc from the date or dates of disbursements by the Ministers until settlement of them.

7 Maintenance of the Path

- 7.1 To maintain the Path and the Path Furniture in such a state of repair and condition so as to be safe and fit for purpose (as specified by this Agreement) and to the satisfaction of the Ministers, save for the gates and fences bounding the Path which shall not become the responsibility of the Council unless erected by the Council where the same will form part of the Path Furniture.
- 7.2 After completion of the Works to reinstate as soon as practicable to the Ministers' satisfaction those parts of the Land not being used or intended to be used for the exercise of the Rights as closely as possible to their original condition.
- 7.3 The Ministers reserve the right to inspect the Path and the Path Furniture at a frequency to be determined by the Ministers. The Ministers will provide the Council with copies of inspection reports on request, giving details of any defects discovered, any remedial work carried out or any work which is required to be carried out. The Ministers reserve the right to notify the Council of any defects in the Path or the Path Furniture which come to its attention and to require the Council to remedy such defects within such reasonable time as the Ministers may stipulate which will be two weeks for general maintenance and repairs and 24 hours in the case of an emergency repair.

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7.4 The Ministers will repair (but only to the extent specified in this Clause) any damage caused by the activities of its employees, contractors or sub-contractors to the Path or the Path Furniture where such damage renders the Path less than reasonably fit for the exercise of the Rights but will not otherwise be responsible for the Path at all with the exception of fences and gates bounding the Path. The extent to which any repairs shall be effected pursuant to this Clause shall be so as to render the Path to such standard (and not beyond such standard) as that reasonably required for the Ministers own purposes.

7.5 The Council will be solely responsible for ensuring that the Path is unobstructed by any trees, bushes or other vegetation which might encroach onto or over the Path or which might pose a danger to members of the public. All felling, lopping, topping or other required tree and/or vegetation management will be carried out at the sole cost of the Council. In the event of catastrophic windblow occurring which leads to the obstruction of the Path the Ministers will use all reasonable endeavours to clear such windblow.

8 Indemnity

To indemnify and keep indemnified the Ministers effectually against:-

8.1 all actions proceedings claims demands losses costs expenses damages and liability in respect of any death of or injury to any person or damage to any property by reason arising out of the construction or operation of the use of the Land by the Council or the non-compliance by the Council of any of its obligations under this Agreement;

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 Works other than any criminal sanctions imposed by the court under this legislation;

8.3 any breach by the Council of the terms of this Agreement that leads to a successful claim by a third party against the Ministers; and

8.4 any charge to tax and any interest and penalties payable in respect of or arising out of the Works.

9 Insurance

9.1 At the commencement, and throughout the carrying out, of the Works, to procure that the Council's contractors have in force the normal contractual insurances (including suitable public liability cover), and, to insure or cause to be insured such risks which are likely to arise from the carrying out of the Works (in so far as they can reasonably be insured) to the reasonable satisfaction of the Ministers and on request to produce to the Ministers the policy or policies of such insurance together with receipts for the current premiums.

9.2 To effect and maintain throughout the duration of this Agreement (against which claims may be made in respect of the five year period following the expiry or earlier termination of this Agreement) insurance in respect of the matters referred to in Clause 10.1 and against occupiers third party liability in the minimum sum of £5,000,000 (Five Million Pounds) or such higher sum as may be representative of industry standards and to produce evidence of such insurance cover to the Ministers as and when reasonably requested to do so against all losses, costs, claims and demands arising out of the Council's use and occupation of the Land or the exercise of any rights afforded the Council in terms of this Agreement or arising as a result of breach on the part of the Council of any of its obligations in terms of this Agreement.

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10 Reinstatement at Expiry

10.1 Upon the termination of this Agreement (howsoever arising) to vacate the Land and if and to the extent required by the Ministers, at the Council's own cost to remove the Path Furniture and block the Path entrances in compliance with the conditions set out in this Part of the Schedule as if references in this Part of the Schedule to the Works were references to the works for such removal and blockage.

10.2 The Ministers may require the Council to leave some or all of the Path Furniture. Under no circumstances, however, shall any compensation or consideration of any sort be payable by the Ministers to the Council in such circumstances. If the Ministers wish to make any such requirement it shall notify the Council in writing to that effect not less than one month before the date of termination of this Agreement with full details of its requirements, and the Council shall comply with those requirements.

11 Advertising the Path

To use reasonable endeavours to promote the Path for the exercise of the Rights. The Council will notify the Commission of its intention to produce any leaflets, maps or signs in connection with the Path and will ensure that any leaflets, maps or signs are approved by the Commission and contain such information as the Commission may reasonably require relating to the existence or condition of the Land and the requirements of the Commission for persons using the Path to do so in a responsible manner. The logos of Forestry Commission Scotland should be used on all promotional materials and products in accordance with the style guidelines issued by the Commission and such logos should be given prominence where appropriate on all of the aforesaid materials and products.

12 Prohibitions

12.1 Not to leave materials or plant lying on the Land overnight or in such a manner which is likely to cause injury to livestock or humans.

12.2 Not to allow any noxious substances escaping onto the Land as a consequence of the actions or omissions of the Council or those for whom the Council is in law responsible and not do or omit to do anything which would breach the provisions of the Environmental Protection Act 1990, the Control of Pollution Act 1974, the Environment Act 1995 and other relevant legislation and amendments thereof.

12.3 Not to use the Land for any purpose other than the exercise of the Rights. In particular not to create or promote any specialist mountain bike trails.

12.4 Not to breach any local vehicle or traffic restrictions and in particular weight restrictions over bridges, cattle grids or other such structures.

12.5 Not to leave open any gates on the Land other than those left open by or with the permission of the Ministers.

12.6 Not to light fires or allow smoking on the Land.

12.7 Not to take or permit or allow any vehicular traffic onto the Land or the Path (other than bicycles and/or disabled persons' vehicles) other than such as are required for the purposes of carrying out or maintaining the Works.

12.8 Not to do anything or omit to do anything which is likely to interfere with or hinder either the forestry or estate operations of the Ministers.

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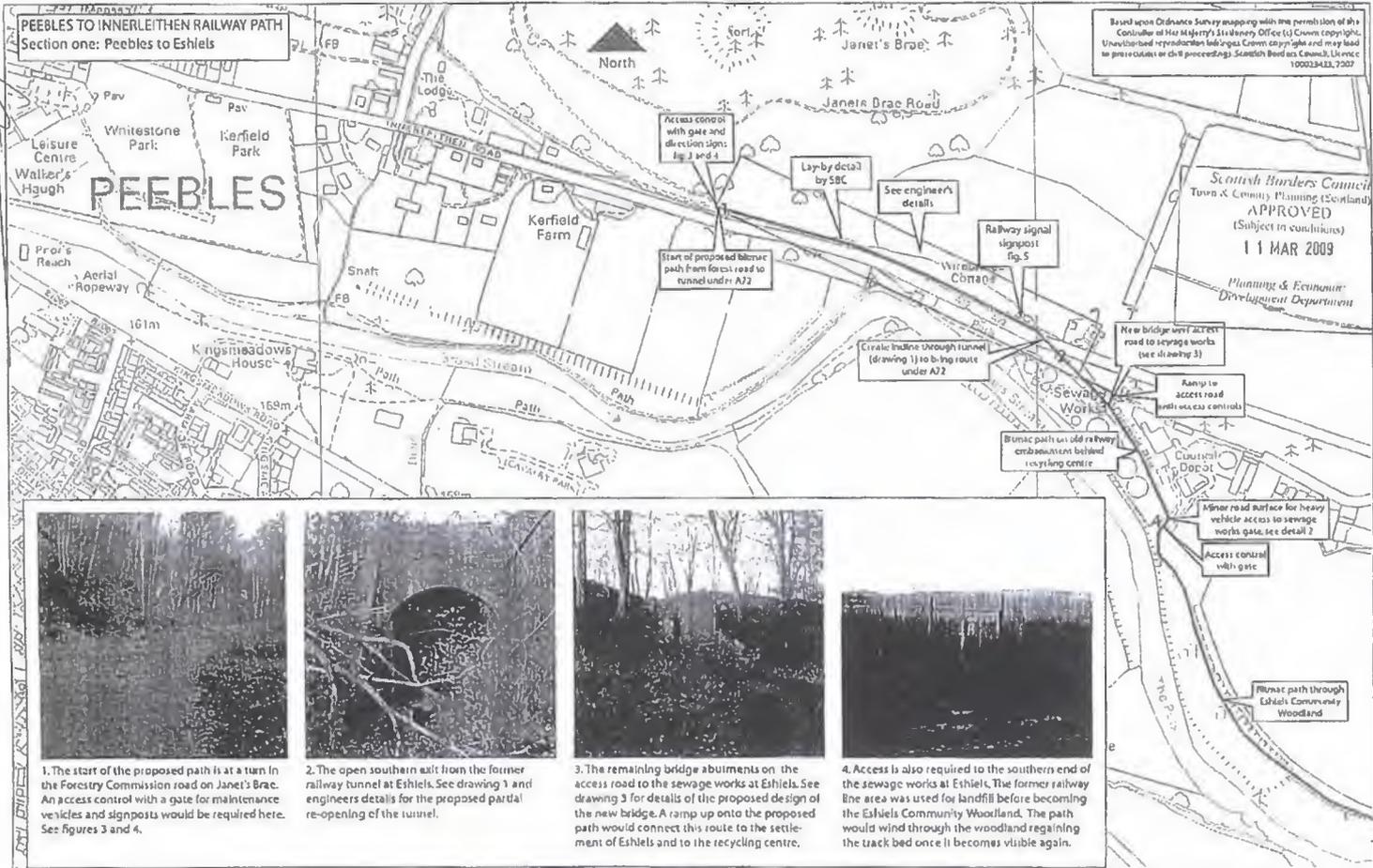
- 12.9 Not to unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification of re-enactment relating to discrimination in relation to employment. The Council shall take all reasonable steps to secure that all of its employees, agents, contractors or others employed in the execution of the Works do not unlawfully discriminate as provided for in this Clause.



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Part 2

Schedule of Works



1. The start of the proposed path is at a turn in the Forestry Commission road on Janet's Brae. An access control with a gate for maintenance vehicles and signposts would be required here. See Figures 3 and 4.



2. The open southern exit from the former railway tunnel at Eshiels. See drawing 1 and engineers details for the proposed partial re-opening of the tunnel.



3. The remaining bridge abutments on the access road to the sewage works at Eshiels. See drawing 3 for details of the proposed design of the new bridge. A ramp up onto the proposed path would connect this route to the settlement of Eshiels and to the recycling centre.



4. Access is also required to the southern end of the sewage works at Eshiels. The former railway line area was used for landfill before becoming the Eshiels Community Woodland. The path would wind through the woodland regaining the track bed once it becomes visible again.

Based upon Ordnance Survey mapping with the permission of the Controller at Her Majesty's Stationery Office (© Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings). Scottish Borders Council, Uxbridge 100023444-7007

Scottish Borders Council
Town & Community Planning (Scotland) Act
APPROVED
(Subject to conditions)
11 MAR 2009
Planning & Economic
Development Department

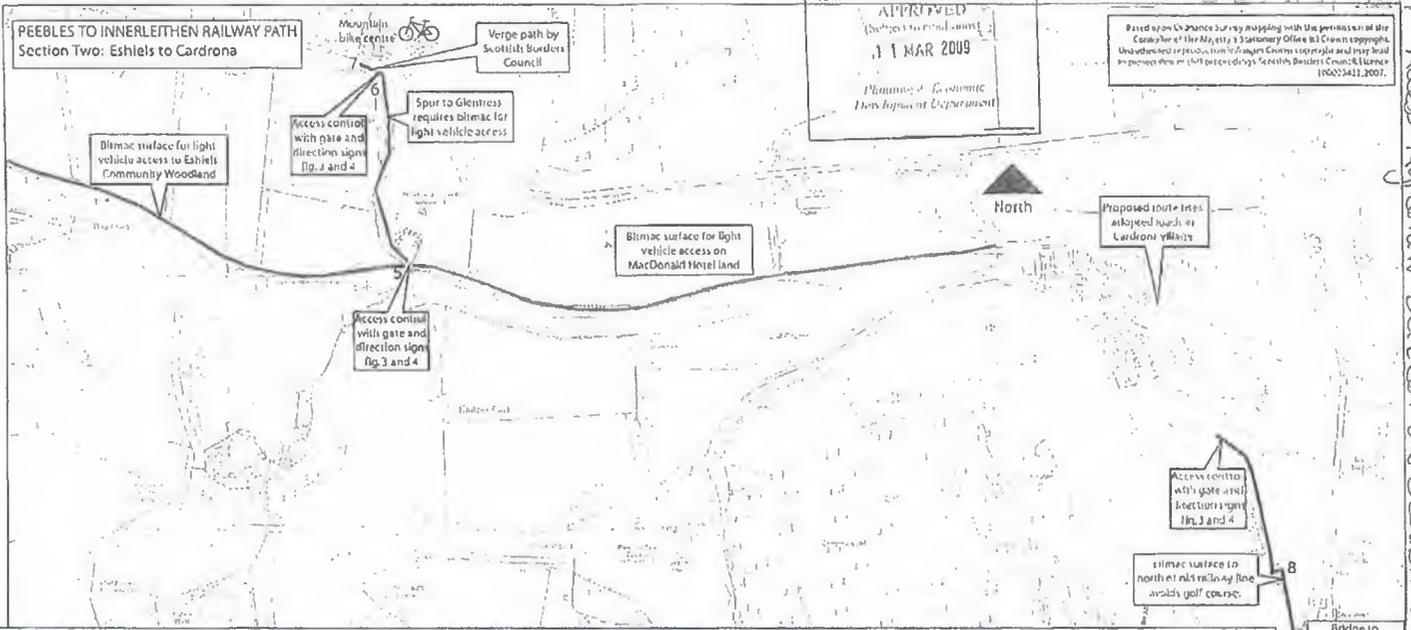
This is Plan 2 of the Schedule of Works referred to in the Foreclosure Access Agreement between the Scottish Borders and the Scottish Borders Council

SCANNED Page 3

Scottish Borders Council
Town & Country Planning (Scotland) Act
APPROVED
(Subject to conditions)
11 MAR 2009
Planning & Economic
Development Department

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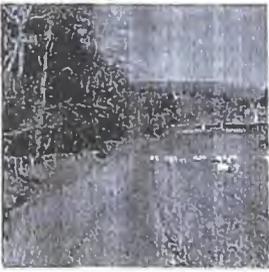
PEEBLES TO INNERLEITHEN RAILWAY PATH
Section Two: Eshieles to Cardrona



This is Plan 2 of the Schedule of Works referred to in the foregoing
Access Agreement between the Scottish Ministers and the Scottish Borders
Council



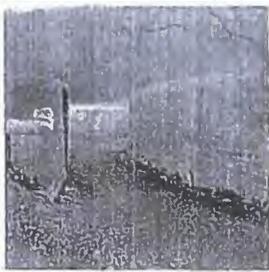
5. Proposed path emerges from community woodland and joins track to Glentress. Surface for occasional light vehicle use. Gate and access controls required at this point.



6. Spur to Glentress follows access track towards main road (A72). Fence off each side of track and provide access gates to fields. An access control and gate with signs will be required at the entrance. Surface for light vehicle use.



7. The proposed path follows the verge as a 2.5m wide pavement until it is opposite the entrance to the Glentress facilities. Here a dropped curb would allow pedestrians and cyclists to cross. A chicane and signs for the off road route will be required on the road.



8. The proposed path would avoid the golf course by turning through the remains of a former accommodation bridge. It would then run to the north of the embankment until it reaches the proposed bridge across the River Tweed to Glenormiston.



9. The proposed bridge crosses the River Tweed to the north of the former railway line. This allows the simple low impact construction to avoid the services and pylons on the railway line alignment. The path dog-legs to the bridge to allow cyclists down (See engineer's details).

SBC

SBC

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Part 3

Development and Operating Agreement

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Development and Operating Agreement

between

The Scottish Ministers

and

The Scottish Borders Council

Subjects: Peebles to Innerleithen Path

Ref: GBN/DB/298006

FAS: 2889

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- 1.1.7 "Path" means the path to be constructed in terms of the Access Project and shown coloured red on Plans A and B; ;
- 1.1.8 "Plan" means the plan annexed and signed as relative hereto;
- 1.1.9 "maintenance" means repairing the fabric of an existing Path construction involving replacing like with like,
- 1.1.10 "RIDDOR" means the Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1995,
- 1.1.11 "SNH" means Scottish Natural Heritage,
- 1.1.12 "Work Plan" means the work plan to be produced by the Council in terms of Clause 5.2 of this Agreement in the format set out in Annex 2 of this Agreement, and
- 1.1.13 "Worksite" means the site of any of the Works.

1.2 Interpretation

Save to the extent that the context or the express provisions of this Agreement otherwise requires, in this Agreement:

- 1.2.1 words importing any gender shall include all other genders,
- 1.2.2 words importing the singular number only shall include the plural number and *vice versa*,
- 1.2.3 words importing individuals include corporations and *vice versa*,
- 1.2.4 references to this Agreement or to any other document shall be construed as reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time,
- 1.2.5 any reference to a Clause is to the relevant Clause of this Agreement,
- 1.2.6 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision,
- 1.2.7 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, and
- 1.2.8 any obligation on, or right granted or reserved to the Ministers may be

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fulfilled or exercised by the Commission (and its employees, agents or contractors) in place of or in addition to the Ministers.

2 Purpose of this Agreement

- 2.1 The Commission is responsible for all woodland management adjoining the Path.
- 2.2 The Council is responsible for the management of the Path and subject to the Ministers' prior consent, for the development of new Path within the Land.
- 2.3 The recreational activities permitted in terms of the Access Agreement fall within the scope of the 1974 Act. The Commission and the Council are obliged therefore to make Health and Safety everyone's responsibility to promote safety awareness and to help people work together to keep each other safe.
- 2.4 The Commission desire to ensure that SNH and the Commission best practice standards for the management of the Path is agreed with and implemented by the Council.
- 2.5 Therefore the Parties hereto hereby agree that this Agreement will:
 - 2.5.1 set out standards for the construction of and maintenance of the Path,
 - 2.5.2 set out arrangements for the management of the facilities, services and events associated with the Path,
 - 2.5.3 clearly define the roles and responsibilities of the Commission and the Council in relation to the use and operation of the Path,
 - 2.5.4 establish arrangements for communication between the Commission and the Council, and
 - 2.5.5 make provision for periodic review of this Agreement.
- 2.6 The Council has sole responsibility for ensuring access across the Path for all users, pedestrian, cycling and equestrian. To achieve this end, the Council will follow the guidance contained in the Code.

3 The operating arrangements

3.1 Introduction to management responsibilities

The relationship between the Commission and the Council is that of licensor and licensee respectively. The Council is not engaged as an employee, contractor or agent to the Commission. The Commission's duty of care is not to the Council but to its employees, neighbours and members of the public who may be affected by the exercise by the Council of its rights under the Access Agreement.

3.2 This Agreement sets out management responsibilities under 3 categories:

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- 3.2.1 Where the Council has sole responsibility,
 - 3.2.2 Where the Commission has sole responsibility, and
 - 3.2.3 Where the parties have a shared but not necessarily equal responsibility.
- 3.3 Desired outcomes
- The desired outcomes in the management of the Path is:
- 3.3.1 to ensure that users are safe,
 - 3.3.2 to provide an enjoyable experience, and
 - 3.3.3 to provide a Path which is accessible to all wherever practical.
- 3.4 Delivery of desired outcomes
- Delivery of desired outcomes will be achieved through:
- 3.4.1 the Council managing the Path to acceptable standards so that it complies with SNH and the Commission best practice,
 - 3.4.2 the Council making sure that all hazards are clearly identified before users enter the Path so that they can make informed decisions,
 - 3.4.3 the Council having a child protection policy and measures in place to the reasonable satisfaction of the Commission,
 - 3.4.4 the Council having in place a recognised customer care package including ongoing evaluation which includes staff training and development,
 - 3.4.5 the Council having in place an equality and diversity policy,
 - 3.4.6 the Council and the Commission complying with the provisions of the Code within their respective areas of responsibility in relation to the Path,
 - 3.4.7 the Council and the Commission ensuring all works carried out on the Land comply with current relevant legislation and standards of best practice (e.g. planning, habitats legislation, controlled activities regulations, Water framework directive, Forest and Water Guidelines).
- 3.5 Responsible managers
- 3.5.1 For the Council, the responsible person charged with supervising the terms of this Agreement is the Estates Manager.
 - 3.5.2 For the Commission, the responsible person charged with monitoring and reviewing this Agreement and adherence to the terms of this Agreement by the Council is the Commission's Local Forest District Manager.

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3.6 Site security and closure

- 3.6.1 The Council and the Commission each have responsibilities for overall security within the Land.
- 3.6.2 The Commission will be responsible for liaison with the Council when the closure of the Path or any part of the Path is required for forestry or civil engineering operational activities.
- 3.6.3 The Council will provide up to date information to visitors on the closure of the Path by way of the appropriate media. Closure arrangements will comply with the Code and forestry industry guidance for operational activities.
- 3.6.4 The Council is solely responsible for ensuring that correct controls are in place and implemented daily during the Works so as to ensure compliance at all times with the 1974 Act.

3.7 Communications and review procedures

All parties agree to the following communication and review procedures:

3.7.1 Meetings

- 3.7.1.1 A seasonal operational review meeting will be held from time to time at the request of any of the Parties, to review operational procedures, including events and incidents.
- 3.7.1.2 Meetings will be held at which relevant representatives of the Commission and the Council will attend during the periods of the Works or any significant construction. A suggested agenda for such meetings is set out as Annex 1 to this Agreement.
- 3.7.1.3 In the event of any dispute or claim arising out of or relating to this Agreement including the requirement for review or variation of its terms the matter shall be determined in accordance with the provisions of Clause 10 of the Access Agreement.

3.7.2 Surveys & Evaluation of User (Cyclist and Pedestrian) Information

- 3.7.2.1 The Council agrees to share the outputs of user surveys with the Commission. The aim of such surveys is to check that the needs of users are being met, to ensure that information provided is being sufficiently understood and that all messages are clear and accurate and being acted upon by users.
- 3.7.2.2 The Commission and the Council agree to review information provided to users through relevant media based on user feedback.

3.7.3 Interpretation Plans and Media

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3.7.3.1 The Council agrees where practicable to provide the Commission with draft copies of all interpretation plans, leaflets and other associated media for comment and approval.

4 Managing Health and Safety

4.1 Risk assessment

4.1.1 Construction and Maintenance Work on the Path

The Council has sole responsibility for producing relevant formal written risk assessments and method statements for construction and maintenance work within the Access Project for review and approval by the Commission prior to any construction or significant maintenance work being undertaken.

4.1.2 Inspection

The Council has sole responsibility for ensuring inspectors of the Path are appropriately qualified to carry out inspections and that the risk assessment for the Path states how often the Path is to be inspected and how and what is to be examined.

4.2 Accidents and Incidents

The Council will be solely responsible for recording and investigating all accidents and incidents upon the Path of which they become aware or are made aware involving users participating in the Access Project.

4.2.1 All parties will retain an identical up to date master copy map of the route of the Path detailing key access points and other relevant information. This map will be visible and easy to locate by all members of staff, and will be updated at annual review meetings.

4.2.2 After any incident involving a cyclist, pedestrian or equestrian on the Path or any part thereof an investigation will be undertaken by the Council within a period of 1 month from the date of the incident, unless the accident occurs during a Commission organised event in which case the Commission will undertake the relevant investigation.

4.2.3 Each Party will record all incidents of which it becomes aware or is made aware or that it attends and the response made to an incident and must provide the other party with a copy of the report prepared on an incident as soon as practicable after the incident, where the incident involves a serious injury or a fatality. Less serious incidents will be discussed at the seasonal operational review meetings as required.

4.2.4 An operational review meeting will be called for all recorded incidents involving a serious injury or fatality for both Parties to review their response.

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4.3 Responsibilities under RIDDOR

The Commission and the Council have responsibility for compliance with all aspects of RIDDOR. To ensure parity in reporting standards to the Health & Safety Executive, both Parties agree to use Table A as a guide to reporting incidents under this legislation.

Table A

Accident Investigation carried out either by the Commission or the Council dependant on location	Accident Record?	The Commission or the Council Investigation & Report	Report to HSE under RIDDOR?
A member of the public while visiting the forest was hit by a tree being felled and taken to hospital by ambulance.	x	x	x
A member of the public participating in a guided trip led by any organisation (the Commission or the Council) fell, did not complete the walk, but did not go to hospital.	x		
A cyclist was involved in an accident on a self-built route on Commission land and taken to hospital.	x	x	
A person walking in the forest away from the Path was injured and airlifted to hospital.	x	<i>Seek advice From individual organisations H&S team</i>	<i>Seek advice From individual organisations H&S team</i>
If any of the above examples resulted in a fatal accident all Parties are bound to immediately seek advice from their relevant Health & Safety advisers.			

4.4 Professional Indemnity

The Council shall ensure that any person engaged in the design of the Path takes out and maintains professional indemnity insurance cover as provided for in the Access Agreement.

5 Planning Design and construction of the Path

5.1 The Council has sole responsibility for the planning and design of the Path to ensure the Path conforms to consistent standards and is fit for purpose. To that end both Parties agree to:

- 5.1.1 use standard SNH guidance and safety information,
- 5.1.2 adopt standard design and construction standards,

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- 5.1.3 use competent, qualified designers for the design and construction of the Path,
- 5.1.4 use designers and builders for the Path who are aware of their responsibilities, and fulfil their roles under the CDM regulations,
- 5.1.5 use designers and builders for the Path who understand the operational requirements of forest managers as well as those of the users participating in the Access Project, and
- 5.1.6 designate and create crossing points suitable for forest harvesting equipment at locations specified by the Commission in the Work Plan. The cost of formation of the crossing points to be met by the Council.

5.2 Work Plan

The Council will submit to the Commission details of all planned work on the Land in a Work Plan. Part A of the Work Plan should be submitted to the Commission six months in advance of work starting on site. The Commission will then annotate the Work Plan with site specific safety information, including electrical lines and environmental considerations. Part B of the Work Plan should be submitted to the Commission not later than 2 months prior to the start of those elements of the Works which pertain to the construction of the Path. At the sole discretion of the Commission a shorter timeframe than as specified above may be accepted.

5.3 CDM Regulations

- 5.3.1 The overarching legislation applicable to this Agreement is the CDM Regulations. Due to the absence of an industry standard, the Commission and other interested parties have developed guidance that ensures the construction, design and management of the Path meets the requirements of the CDM Regulations. Other guidance also exists which has been developed in conjunction with the Health & Safety Executive in relation to Forest Harvesting activities. The principles contained in this publication, the HSE Guidance, are equally transferable to construction and maintenance of the Path and Path Furniture.
- 5.3.2 The Council is solely responsible for ensuring that the publications aftermentioned are adopted as standard practice to fulfill their responsibilities under the CDM Regulations. These regulate both management issues and the technical specifications applicable to Path construction.

5.4 Vehicular Access

- 5.4.1 Only motor vehicles owned by the Council or operated by the Council's contractors may enter upon the Land unless with the prior authority of the Commission. The Commission will specify which access routes may be used by the Council.

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- 5.4.2 All vehicle drivers should drive carefully in anticipation of encountering harvesting machinery and members of the public on any forest roads and must adhere and implement all guidance issued by the Commission from time to time in relation to traveling on forest roads and approaching Worksites.
- 5.4.3 No access may be taken to the Commission's operational sites and prohibition and diversion signs must be observed at all times.
- 5.5 Management & Development of Path and Path Furniture Guidance
- 5.5.1 Managing Health & Safety in Forestry (equally applicable to Path construction and maintenance)
- 5.5.2 Managing Public Safety in Forestry (equally applicable to Path construction and maintenance)
- 5.5.3 Forest and Water Guidelines 4th edition
[http://www.forestry.gov.uk/PDF/fcgl002.pdf/\\$FILE/fcgl002.pdf](http://www.forestry.gov.uk/PDF/fcgl002.pdf/$FILE/fcgl002.pdf)
- 5.5.4 HSE Booklet Avoiding danger from underground services
<http://www.hse.gov.uk/pubns/books/hsg47.htm>
- 5.6 Technical Specifications
- 5.6.1 Lowland Path work construction standards for Scotland
- Scottish Natural Heritage, Paths for All Partnership & Scottish Enterprise (2001). Lowland Path Construction - A Guide to Good Practice
- UPAG publications provide guidance on pathwork techniques and how the basic principles of upland path management should be used. Read on line at:
- <http://www.snh.org.uk/publications/online/heritagemanagement/uplandpathwork/index.shtml>
- 5.6.2 Path Bridges - Planning, Design, Construction and Maintenance Manual. To be used for guidance on construction of bridges and timber features on Paths for example wall rides, timber hucks etc.
- <http://www.pathsforall.org.uk/outdooraccess/article.asp?id=141>

The relevant guidance and best practice used under this Agreement will be subject to an annual review by all Parties hereto.

The Commission reserves the right to inspect the Path during construction and on

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completion of construction to ensure that appropriate construction standards are being/have been complied with.

6 Inspection Regime

- 6.1 The Council agrees to maintain an agreed inventory of the Path subject to this Agreement by means of a master map showing marked on and numbered the route of the Path and the Commission and the Council will hold a copy of the inventory.
- 6.2 The Council is responsible for inspecting the state of the Path and a one metre wide strip each side of the Path (including any growing trees). The Council, must prepare a regime for inspections, which will be subject to the prior approval of the Commission before implementation and which includes the following items:
 - 6.2.1 how the Path is to be inspected,
 - 6.2.2 what exactly must be inspected, what must be recorded and how inspections of the Path is to be recorded,
 - 6.2.3 the frequency of inspections (which will be adjusted according to the location and frequency of Path use and weather conditions with the minimum inspection frequency by the Council being no less than 2 times per year),
 - 6.2.4 the means by which the regime will be implemented,
 - 6.2.5 the Council agrees to retain Path inspection records for 6 years, including details of disrepair identified, and signed confirmation that maintenance work has been carried out,
 - 6.2.6 relevant training must be provided by the Council and recorded for the persons carrying out the inspections, and
 - 6.2.7 the Commission reserves the right to carry out independent inspections of the Path and of the Council inspection records and reserves the right to serve notice on the Council following an inspection, with a copy of the Commissions' inspection report, requiring such actions by the Council as are considered by the Commission to be reasonably necessary to ensure the health and safety of Path users.
- 6.3 New Path construction completion to be verified and record of condition on completion of construction.
 - 6.3.1 The Council must provide the Commission with the specification and route of any proposed new Path for consideration and approval.
 - 6.3.2 On completion of construction of a Path the Council will submit a completion certificate to the Verifier and as soon as received from the Verifier produce a copy of the notice of acceptance of a completion certificate and a copy of the original completion certificate and a record of

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its completed condition taken and will provide the Commission with a copy of such verification and record.

7 Path maintenance responsibilities

7.1.1 The Council is solely responsible for ensuring that the Path is maintained at all times including responsibility upon the Council to maintain the vegetation each side of the Path up to one metre each side of the edges of the surface of the Path in a safe condition and also a responsibility for maintaining all signs and notices on the Path clear of vegetation and in good condition.

7.1.2 All Parties agree to review maintenance works completed and outstanding maintenance works at a formal joint annual review meeting.

7.2 Contract Working

The Council is solely responsible for ensuring that contractors acting on their behalf do not use power tools or other mechanical machinery, in construction or maintenance of the Path, without having had formal relevant training in accordance with current UK legislation for the equipment being used. The Council must be able to satisfy the Commission as to the competency of the operators of machinery by producing on request copies of relevant formal training certificates of competence.

7.3 Volunteer working

The Council is solely responsible for the health and safety of all volunteers working on the Path and must prepare risk assessments for all works to be carried out by volunteers. Volunteers must not use power tools or equipment, which requires a level of technical competence, unless the volunteer in question holds an appropriate certificate of competence.

7.4 Direct Council Staff

The Council is solely responsible for the health and safety of all direct Council staff working on the Path and must prepare risk assessments for all works to be carried out by such staff. All the Council staff involved in the construction and maintenance of the Path must hold appropriate industry standard certificates for Vehicles Machinery and Equipment to certify the competency of the operator.

7.5 Vegetation and tree management

7.5.1 The Commission is solely responsible for the inspection, maintenance and management of trees on the Land, with the exception of trees within one metre of the Path. The Commission will also be responsible for clearance of any storm damaged trees.

7.5.2 The Council is solely responsible for vegetation clearance and the management, including brashing and felling of trees within one metre of the Path. The Council is also responsible for managing the vegetation up

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to one metre wide on each side of the Path by means of strimming only.
No chemical herbicides may be used within the Land.

8 Path permanent closure and ground restoration

- 8.1 If the Council wishes to permanently close the Path it must obtain the written approval of the Commission to any proposed closure.
- 8.2 When the Commission approves a permanent closure of any of the Path, the Council must ascertain from the Commission what reasonable restoration works the Commission requires. The Council must then provide the Commission with a schedule of proposed works including a timetable for completion, which will satisfy the Commission's requirements. No restoration works are to be commenced without the Commission's prior approval.
- 8.3 All reasonable restoration works are to be carried out at the Council's sole cost. Failing satisfactory completion of the restoration works within the time period approved by the Commission, the Commission may carry out such works and recover the cost of all such works from the Council.
- 8.4 Save where a further Access Agreement is entered into between the parties approximately eighteen months before the expiry of the Access Agreement to which this Agreement forms part but not less than 12 months before such expiry, the Commission will inform the Council of what reasonable restoration works the Commission requires to be carried out to the Path. In the event of earlier termination of the Agreement, the Commission will serve notice on the Council in writing not later than thirty days after the date of termination specifying the reasonable restoration works required to the Path. The Council will carry out those restoration works at the Council's sole cost all to the reasonable satisfaction of the Commission within ninety days of the date of the notice.

9 Path Operational Procedures and responsibilities for the Commission and the Council

- 9.1 The Council is wholly responsible for the management of the Path. The procedures set out in this Agreement will be the subject of review at regular meetings held between the Commission and the Council.
- 9.2 The Council and the Commission agree:
- 9.2.1 the Council is solely responsible for maintaining the Path in accordance with the standards appropriate,
- 9.2.2 the Commission is responsible for safe temporary closure and re-opening of a Path in connection with forest operations or civil engineering operations organised by the Commission. Such closure will follow prevailing industry guidance on health & safety requirements under the Code, and

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9.2.3 the Council is responsible for safe temporary closure and re-opening of the Path where the Council is responsible for carrying out maintenance work on the Path.

9.3 Provision of notices, waymarking signs for and leaflets for the Path.

The Council is solely responsible for the provision, installation, maintenance, repair and renewal of all notices and signs, including emergency waymarking signs, and for an annual review of the same having regard to feedback from users. Both Parties are responsible for agreeing the content of leaflets where there is a shared interest.

10 **Current Agreement**

This is the current version of the Development and Operating Agreement, referred to in the Access Agreement and for the purposes of interpretation of the Access Agreement this version is deemed to be the Development and Operating Agreement as defined therein; IN WITNESS WHEREOF

✓
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This is Annex 1 referred to in the foregoing Agreement between the Scottish Ministers and The Scottish Borders Council

Example Agenda for Liaison Meetings between the Commission and the Council.

Agenda

Access Project [Seasonal/Monthly] Liaison Meeting

Meeting: meeting number & Date

Location:

Present:

Apologies:

Items

1. Health and Safety
 - 1.1. Items actioned/implemented since last meeting.
 - 1.2. Items outstanding
 - 1.3. Accidents and Near Misses
 - 1.4. Emergency Access to forest
 - 1.5. Signage and waymarker locations
 - 1.6. Review of accident reporting regime
2. Inspections
 - 2.1. Route inspections and reports -- work completed and outstanding
3. Agree 4 month H&S meeting dates.
4. Partnership Working
5. Visitor journey issues
6. Forestry Activity Update
7. Promotion/Advertising
8. Future Plans
9. Events



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This is Annex 2 referred to in the foregoing Agreement between the Scottish Ministers and The Scottish Borders Council

Work Plan (in two parts)

And the said Lords grant Warrant for lawful execution hereon.

EXTRACTED by me having commission to that effect from the Keeper of the Registers of Scotland.

15

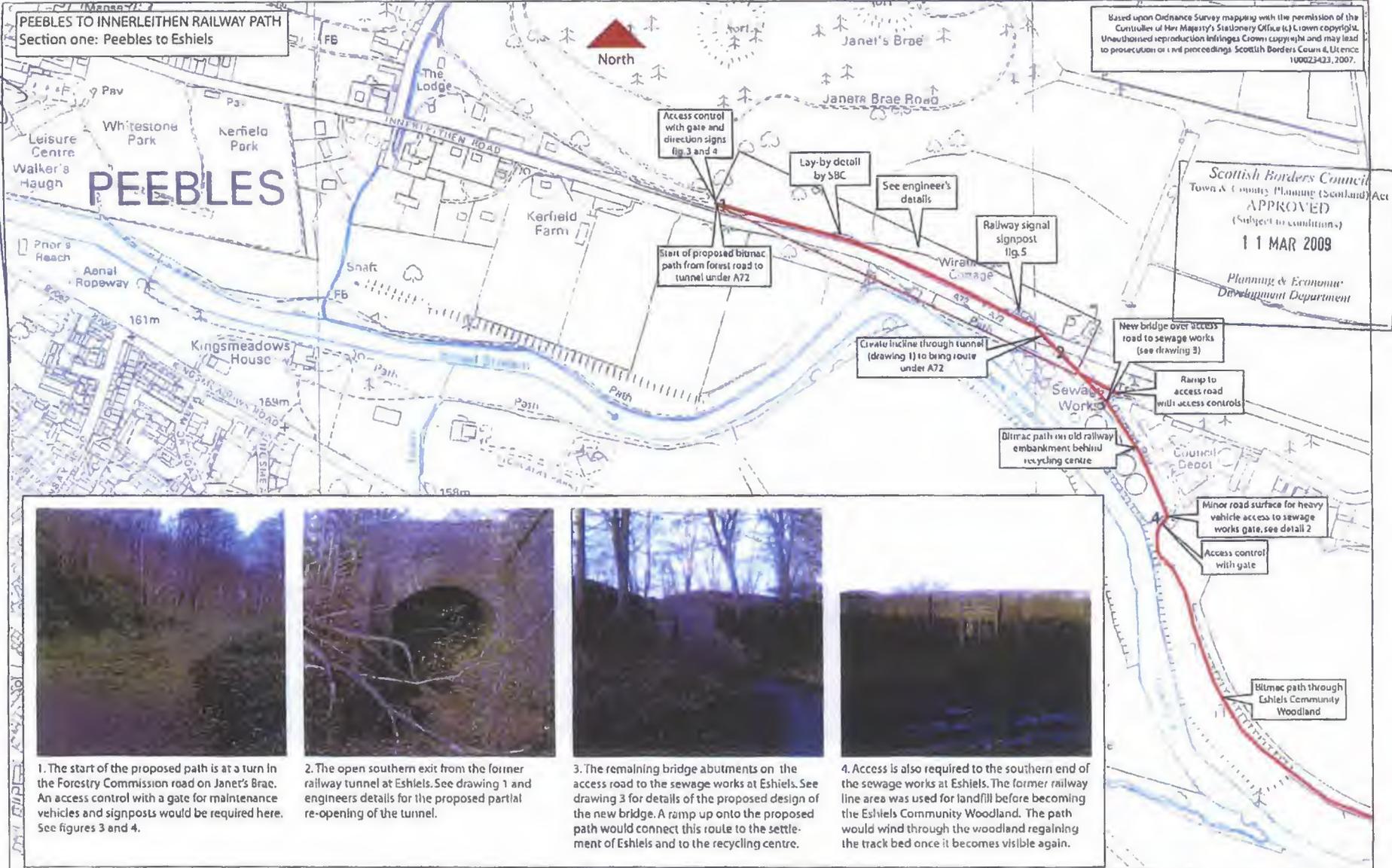
32

This is Plan 2 of the Schedule of Works referred to in the Foregone Access Agreement between the Scottish Ministers and the Scottish Borders Council

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PEEBLES TO INNERLEITHEN RAILWAY PATH
Section one: Peebles to Eshiels

SM



Scottish Borders Council
Town & Country Planning (Scotland) Act
APPROVED
(Subject to conditions)
11 MAR 2009
Planning & Economic
Development Department



1. The start of the proposed path is at a turn in the Forestry Commission road on Janet's Brae. An access control with a gate for maintenance vehicles and signposts would be required here. See figures 3 and 4.



2. The open southern exit from the former railway tunnel at Eshiels. See drawing 1 and engineers details for the proposed partial re-opening of the tunnel.



3. The remaining bridge abutments on the access road to the sewage works at Eshiels. See drawing 3 for details of the proposed design of the new bridge. A ramp up onto the proposed path would connect this route to the settlement of Eshiels and to the recycling centre.

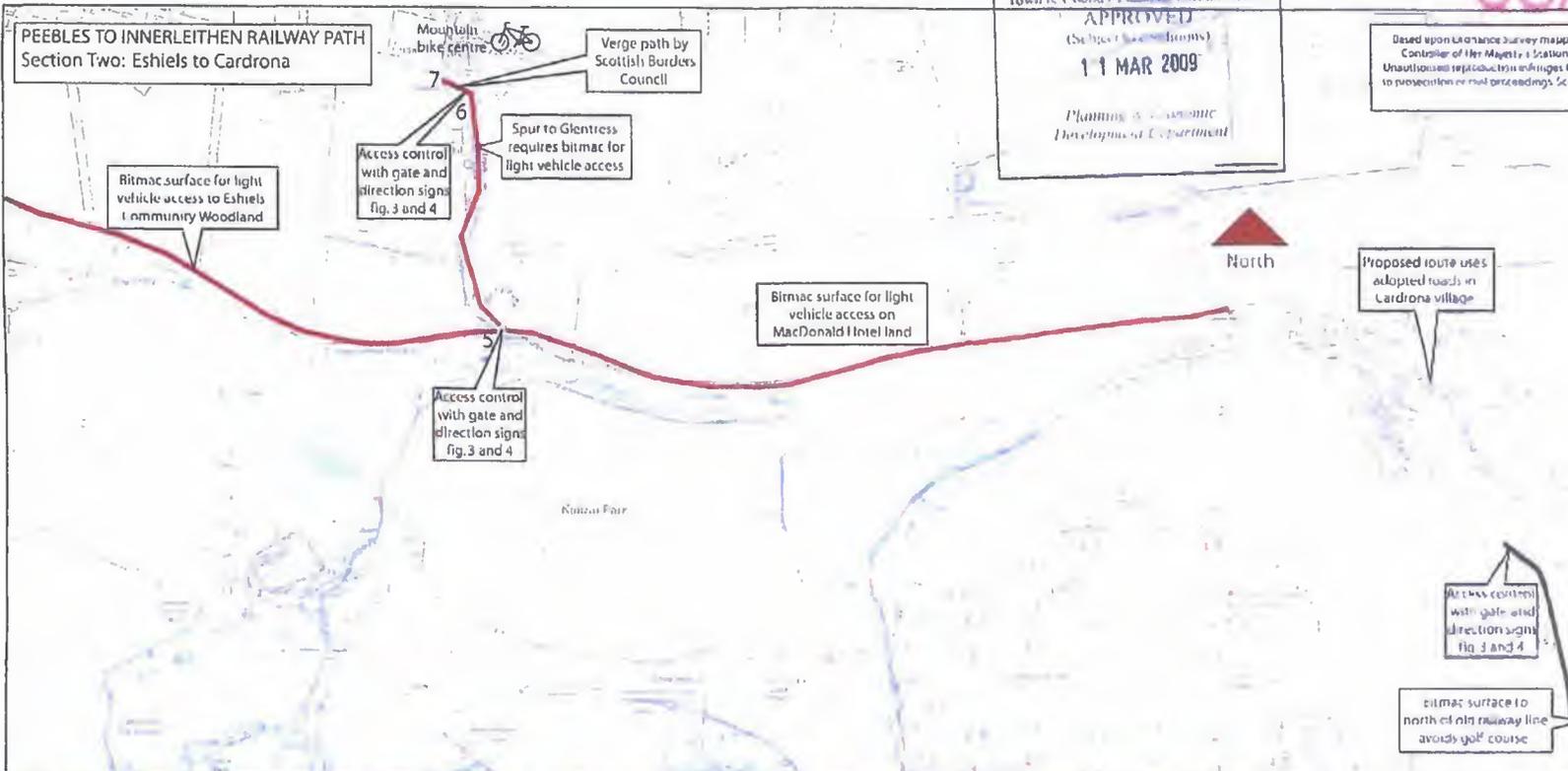


4. Access is also required to the southern end of the sewage works at Eshiels. The former railway line area was used for landfill before becoming the Eshiels Community Woodland. The path would wind through the woodland regaining the track bed once it becomes visible again.

SRL

Scottish Borders Council
Town & Country Planning (Scotland) Act
APPROVED
(Subject to conditions)
11 MAR 2009
Planning & Economic
Development Department

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100023423.2007



This is Plan 2 of the Schedule of Works referred to in the foregoing
Access Agreement between the Scottish Ministers and the Scottish Borders
Council



5. Proposed path emerges from community woodland and joins track to Glentress. Surface for occasional light vehicle use. Gate and access controls required at this point.



6. Spur to Glentress follows access track towards main road (A72). Fence off each side of track and provide access gates to fields. An access control and gate with signs will be required at the entrance. Surface for light vehicle use.



7. The proposed path follows the verge as a 2.5m wide pavement until it is opposite the entrance to the Glentress facilities. Here a dropped curb would allow pedestrians and cyclists to cross. A chicané and signs for the off road route will be required on the road.



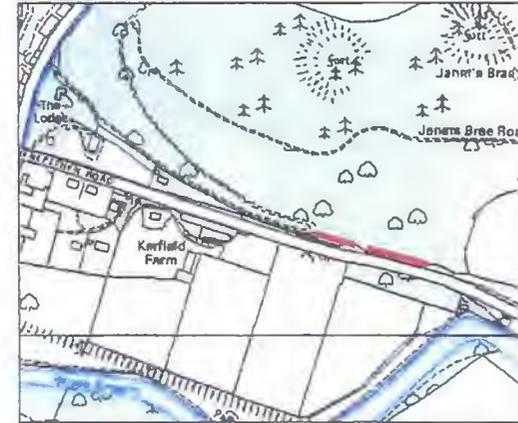
8. The proposed path would avoid the golf course by turning through the remains of a former accommodation bridge. It would then run to the north of the embankment until it reaches the proposed bridge across the River Tweed to Glenormiston.



9. The proposed bridge crosses the River Tweed to the north of the former railway line. This allows the simple low impact construction to avoid the services and pylons on the railway line alignment. The path dog-legs to the bridge to slow cyclists down (See engineer's details).

This is

PLAN A referred to in the foregoing Access Agreement between The Scottish Plumbers and The Scottish Borders Council.



LOCATION PLAN (SCALE 1:10,000)

Proposed Peebles to
Innerleithen Cycle Path
(Peebles Area)

Path on Land owned by
Forestry Commission

Combined Length
156.1m o.t.

09/TS/004

Date: 8th July 2010



Scale 1:2,500

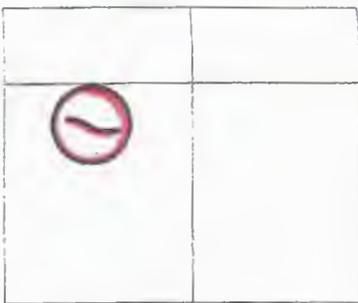
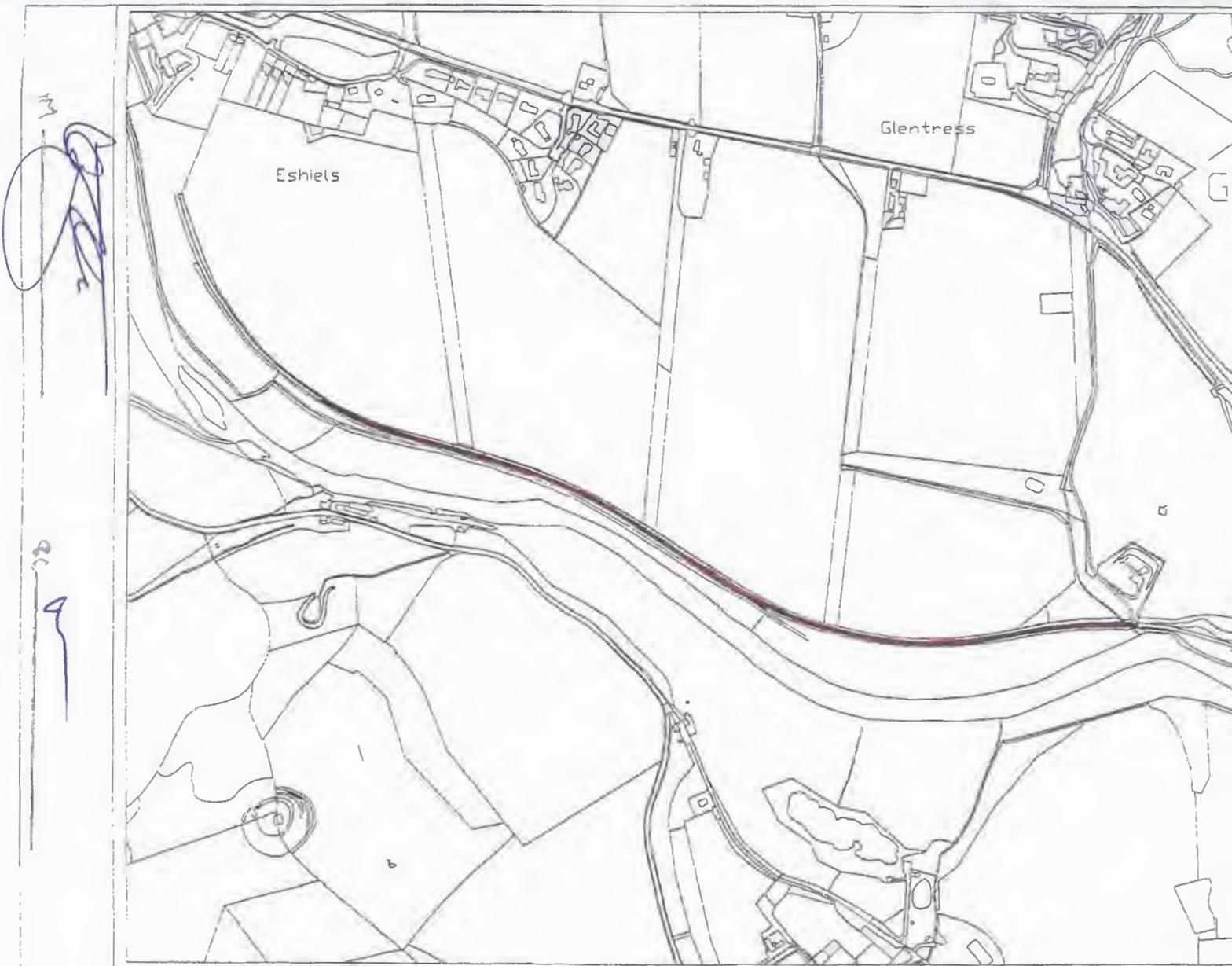


NORTH



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1:100,000 scale map of the area shown. The map is a plan view of the area shown. The map is a plan view of the area shown.



LOCATION PLAN (SCALE 1:100,000)

South of Glentress to Eshiels

Proposed Peebles to Innerleithen Cycle Path

10/TS/007

1,145.43 m o.t.

Date: 1st July 2010

Land Owned By Forestry Commission

Plan: B

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