

DEED OF SERVITUDE AND REAL BURDENS

by

John Peter Grant of Rothiemurchus

and

Trustees of John Peter Grant of Rothiemurchus

Property: The Lands and Estate of Rothiemurchus, Aviemore

DEED OF SERVITUDE AND REAL BURDENS

by

John Peter Grant of Rothiemurchus, residing at The Doune, Rothiemurchus, Aviemore and his successors as owners of Property 1 ("**Owner 1**")

and

John Peter Grant of Rothiemurchus, residing at The Doune, Rothiemurchus, Aviemore, James Patrick Grant, The Younger, of Rothiemurchus, Caretaker's Flat, Drumintoul Lodge, Coylumbridge, Rothiemurchus, Aviemore and Vivian Hugh James Bennett, Treedown House, Spreyton, Crediton, Devon EX17 5AS as Trustees acting under Deed of Trust by the said John Peter Grant of Rothiemurchus dated 4 June 2015 and their successors as owners of Property 2 ("**Owner 2**")

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:-

"**Access Road**" means the access road leading to Property 1 from the B970 public road which Access Road is shown coloured yellow on Plan 1, and forming part of Property 2;

"**Blue Access Road**" means the access road cross hatched in blue on Plan 2 and forming part of Property 1;

"**Landscaped Areas**" means those two areas of ground shown coloured blue on Plan 1 forming part of the Property 2;

"**Plan 1**" means the plan docketed Plan 1 annexed and signed as relative hereto;

"**Plan 2**" means the plan docketed Plan 2 annexed and signed as relative hereto;

"Plan 3" means the plan docketed Plan 3 annexed and signed as relative hereto;

"Planning Permission" means the detailed planning permission granted by the Cairngorms National Park Authority (application reference 2016/0158/DET) dated 24th November 2016, a copy of which is annexed and signed as relative hereto;

"Plots" means the plots shown delineated partly by a broken black and red line, partly by broken black lines, partly by black lines, partly by a broken yellow and red line and partly by yellow lines and marked "Plot 1", "Plot 2", "Plot 3", "Plot 4", "Plot 5" and "Plot 6" on Plan 2;

"Property 1" means ALL and WHOLE that area or piece of ground extending to 1.3 hectares or thereby and being the former Loist Sawmill Site, Rothiemurchus Estate registered in the Land Register of Scotland under Title Number INV38607;

"Property 1 Servitude Conditions" means the conditions under which the Property 1 Servitude Rights are to be exercised as set out in Part 2 of the Schedule;

"Property 1 Servitude Rights" means the servitude rights set out in Part 1 of the Schedule;

"Property 2" means ALL and WHOLE (In the First Place) ALL and WHOLE that area of ground at Inverdrue, Coylumbridge, Aviemore extending to 27.1 hectares or thereby and being the subjects registered in the Land Register of Scotland under Title Number INV32644; and (In the Second Place) ALL and WHOLE the Lands and Estate of Rothiemurchus, being the subjects registered in the Land Register of Scotland under Title Number INV35872;

"Property 2 Servitude Conditions" means the conditions under which the Property 2 Servitude Rights are to be exercised as set out in Part 4 of the Schedule;

"Property 2 Servitude Rights" means the servitude rights set out in Part 3 of the Schedule;

"Red Access Road" means the access road partly delineated in yellow and cross hatched in red on Plan 2 and forming part of Property 1;

"Road Improvement Works" means the road improvement works to the Access Road required in terms of Condition 5 of the Planning Permission;

"Schedule" means the schedule annexed to this Deed of Servitude;

"Service Media" means any service pipes, wires, lines, poles, cables and any other equipment necessary for the supply of water, electricity and telephone/internet lines;

"Servitude Corridor" means the corridor located within Property 2, which corridor is coloured pink on Plan 3;

"Visibility Splays" means those parts of the visibility splays to be constructed on Property 2 in terms of Condition 8 of the Planning Permission.

1.2 Interpretation

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

1.2.1 words importing any gender include all other genders;

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

- 1.2.3 where at any one time there are two or more persons included in the expression " Owner 1" or "Owner 2" obligations contained in this Deed which are expressed to be made by the party denoted by the expression in question are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order;
- 1.2.4 words importing individuals include legal persons and *vice versa*;
- 1.2.5 references to this Deed or to any other document are to be construed as reference to this Deed or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 1.2.6 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 Deed;
- 1.2.7 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words; and
- 1.2.8 any rights reserved to Owner 1 or Owner 2 are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time.

1.3 **Headings**

The headings in this Deed are included for convenience only and are to be ignored in construing this Deed.

1.4 **Schedule**

The Schedule forms part of this Deed.

2 GRANT OF SERVITUDE

For no consideration, Owner 1 grants the Property 2 Servitude Rights but subject always to the Property 2 Servitude Conditions.

For no consideration, Owner 2 grants the Property 1 Servitude Rights but subject always to the Property 1 Servitude Conditions.

3 DATE OF COMMENCEMENT OF SERVITUDE

The Property 1 Servitude Rights and the Property 2 Servitude Rights granted by this Deed will be exercisable with effect from the last date of execution of this Deed.

4 WARRANDICE

Owner 1 and Owner 2 grant warrandice.

5 NO LANDS TRIBUNAL APPLICATIONS

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 servitudes and servitude conditions set out in this Deed for a period of five years after the

registration of this Deed in the Land Register of Scotland: IN WITNESS WHEREOF these presents consisting of this and the five preceding pages are together with the Schedule, Plan 1, Plan 2, Plan 3 and Planning Permission annexed are subscribed as follows:-

SIGNED by the said John Peter Grant of Rothiemurchus in his capacity as Trustee
foresaid and in his capacity as an individual

at ROTHIEMURCHUS

on the 18th day of OCTOBER

Two thousand and Eighteen

before this witness

SJ Munro Witness

J.P. Grant
John Peter Grant of Rothiemurchus

SARAH JANE MUNRO Full Name

WEST LODGE Address

INSHRIACH

AVIEMORE

SIGNED by the said James Patrick Grant, The Younger, of Rothiemurchus as Trustee
foresaid

at ROTHIEMURCHUS

on the 18th day of OCTOBER

Two thousand and Eighteen

before this witness

SJ Munro Witness

JPG Grant
James Patrick Grant, The Younger, of
Rothiemurchus

SARAH JANE MUNRO Full Name

WEST LODGE Address

INSHRIACH

AVIEMORE

SIGNED by the said Vivian Hugh James Bennett as Trustee foresaid

at TREEDOWN HOUSE, SPREYTON, DEVON.

on the 21st day of October

Two thousand and Eighteen

before this witness



Witness



Vivian Hugh James Bennett

Alison Edwards Full Name

4 Saddlers Close Address

Exeter

EX6 6NT

This is the Schedule referred to in the foregoing Deed of Servitude and Real Burdens by John Peter Grant of Rothiemurchus as an individual and others

Part 1

Property 1 Servitude Rights

The following servitude rights are imposed on Property 2 in favour of Property 1:-

1. An heritable and irredeemable servitude right to connect into and utilise any existing Service Media within Property 2 necessary and convenient for the provision to Property 1 of water, drainage, electricity and other services to serve no more than six residential dwellings thereon, one residential dwelling to be constructed on each of the six Plots, along such routes to be agreed between Owner 1 and Owner 2 acting reasonably; together with a right of access over Property 2 for the purpose of connecting into, and the inspection, maintenance, repair or renewal of the Service Media;
2. An heritable and irredeemable servitude right to lay down, lead, install and utilise within the Servitude Corridor any Service Media necessary and convenient for the provision to Property 1 of water, drainage, electricity and other services to serve no more than six residential dwellings thereon, one residential dwelling to be constructed on each of the six Plots; subject to Owner 1 making good all damage caused by the laying down, leading, installing and utilisation of any such Service Media; together with a right of access over Property 2 for the purpose of laying down, leading and installing and the inspection, maintenance, repair or renewal of the Service Media within said Servitude Corridor; further declaring that any such Service Media is to be laid and installed at a depth of at least one metre;
3. A non-exclusive heritable and irredeemable servitude right of access to and egress from Property 1 over the Access Road for pedestrian and vehicular traffic of all types, subject to the traffic being for:

- 3.1 any domestic purpose; or
 - 3.2 any reasonable business purposes provided the same does not cause unreasonable nuisance to the adjoining proprietors (including the proprietors of the residential dwellinghouses to be constructed on Property 1) through excessive noise, traffic or numbers of visitors and/or staff, or
 - 3.3 construction and development traffic required for said residential development on Property 1 and business purposes permitted in terms of Paragraph 3.2 of Part 1 of this Schedule; or
 - 3.4 any other purposes in respect of which Owner 2 grants written consent, such consent not to be unreasonably withheld or delayed;
4. A non-exclusive heritable and irredeemable servitude right of access over the Landscaped Areas to enable Owner 1 to carry out such landscaping works and planting and thereafter to carry out maintenance and renewal of said planting required in order to comply with Condition 2 of the Planning Permission;
 5. A non-exclusive heritable and irredeemable servitude right of access over Property 2 to enable Owner 1 to carry out the Road Improvement Works;
 6. A non-exclusive heritable and irredeemable servitude right of access over Property 2 to enable Owner 1 to construct and thereafter maintain, repair and renew the Visibility Splays;
 7. A heritable and irredeemable servitude right of access over those parts of Property 2 which lie *ex adverso* Property 1 for the purposes of erection, inspection, maintenance, repair or renewal of all walls, fences and other boundary features separating Property 1 from Property 2, to be exercised by prior arrangement with Owner 2 except in cases of emergency.

Part 2

Property 1 Servitude Conditions

The Property 1 Servitude Rights created in Part 1 of the Schedule to this Deed are subject to the following Property 1 Servitude Conditions:-

1. Owner 1 will:-

- 1.1. make good on demand all damage caused to Property 2 by reason of the exercise of the Property 1 Servitude Rights by Owner 1 or his tenants, agents, employees, workmen and others authorised by him from time to time, to the reasonable satisfaction of Owner 2;
- 1.2. procure that the Property 1 Servitude Rights are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to Owner 2 and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers; and
- 1.3. indemnify Owner 2 in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the Property 1 Servitude Rights by Owner 1;

2. With regard to the Property 1 Servitude Rights granted in Paragraph 1 and Paragraph 2 of Part 1 of this Schedule, in the case of all operations, whether to connect into, lead, install, lay, inspect, maintain, repair or renew the Service Media, give 48 hours prior written notice to Owner 2, except in case of emergency where no notice will be required;
3. Owner 1 will be bound to pay an equitable share according to user of the cost of the maintenance, repair and where necessary renewal of the Access Road and shall be solely responsible for the cost of the Road Improvement Works and Visibility Splays

and shall make good any damage to the Access Road arising exclusively out of his usage thereof or his operations on Property 1;

4. Owner 1 is expressly prohibited from parking or permitting to be parked any vehicle, including for the avoidance of doubt any construction and development traffic, or placing any obstruction whatsoever on the Access Road so as to impede the rights of access enjoyed by any other user or proprietor;
5. Owner 1 shall be bound at his sole cost to uphold and maintain the Landscaped Areas in good order and repair and in a neat and tidy condition in all time coming all to the satisfaction of Owner 2, acting reasonably.

Part 3

Property 2 Servitude Rights

The following servitude rights are imposed on Property 1 in favour of Property 2:-

1. A non-exclusive servitude right of access for pedestrian and vehicular traffic at all times and for all purposes over the Blue Access Road and the Red Access Road, including, but not restricted to, forestry management, timber planting and extraction, sporting, recreations, estate and ancillary uses, together with rights to improve, upgrade and renew the same.

Part 4

Property 2 Servitude Conditions

The Property 2 Servitude Rights created in Part 3 of the Schedule to this Deed are subject to the following Property 2 Servitude Conditions:-

1. Owner 2 will:-

- 1.1 be bound to pay a share of the cost of maintenance of the Blue Access Road and the Red Access Road according to user and shall make good any extraordinary damage thereto arising as a consequence of their usage thereof;
- 1.2 be solely liable for the cost of any improving, upgrading or renewal which they may require to be made to the Blue Access Road or Red Access Road;

2. Owner 2 will:-

- 2.1 make good on demand all damage caused to Property 1 by reason of the exercise of the Property 2 Servitude Rights by Owner 2 or their tenants, agents, employees, workmen and others authorised by them from time to time, to the reasonable satisfaction of Owner 1;
- 2.2 procure that the Property 2 Servitude Rights are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to Owner 1 and his tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers; and
- 2.3 indemnify Owner 1 in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the Property 2 Servitude Rights by Owner 2;






3. Owner 2 is expressly prohibited from parking or permitting to be parked any vehicle, including for the avoidance of doubt any construction traffic, or placing any

obstruction whatsoever on the Blue Access Road or the Red Access Road so as to
impede the rights of access enjoyed by any other user or proprietor.

J. P. G. W. J.P.G.
J.P.G. J.P.G.
V. J. V.H.S.B.

The Rothiemurchus 2015 Trust - John Peter Grant of Rothiemurchus

Deed of Servitude Plan

-  Boundary of land belonging to the Rothiemurchus 2015 Trust
-  Landscaped areas
-  Access road
-  Access track outline
-  Plot boundaries

J.P.G.

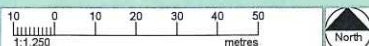
JPG Grant
VHJB

JPG (John)

JPG (James)


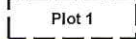
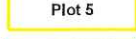




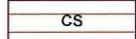
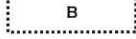


VHJB

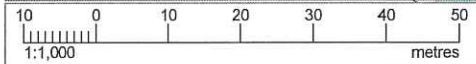
This is Plan 1 referred to in the foregoing Deed of Servitude and Real Burdens by John Peter Grant of Rothiemurchus and Trustees of John Peter Grant of Rothiemurchus over the Lands and Estate of Rothiemurchus, Aviemore.



Loist Moor Housing Co-operative

Sale agreement - access & amenity areas

-  Boundary of land belonging to John Peter Grant
-  Plot boundaries - sold to HSCHT
-  Plot boundaries retained by John Peter Grant
-  Amenity area 1
-  Amenity area 2
-  Adopted access
-  Shared use access track
-  Indicative route of shared access, plots 1-4
-  Community store area (for use by plots 1-6)
-  Bin storage area
-  Areas encompassed by visibility splays



Reproduced from Ordnance Survey Vector Map Local with the permission of HMSO, © Crown Copyright 2016, licence no. 100042733.

Plot 1

Plot 2

Plot 3

Plot 4

Plot 5

Plot 6

CS

B

This is Plan 2 referred to in the foregoing Deed of Servitude and Real Burdens by John Peter Grant of Rothiemurchus and Trustees of John Peter Grant of Rothiemurchus over the Lands and Estate of Rothiemurchus, Aviemore.

J. P. Grant

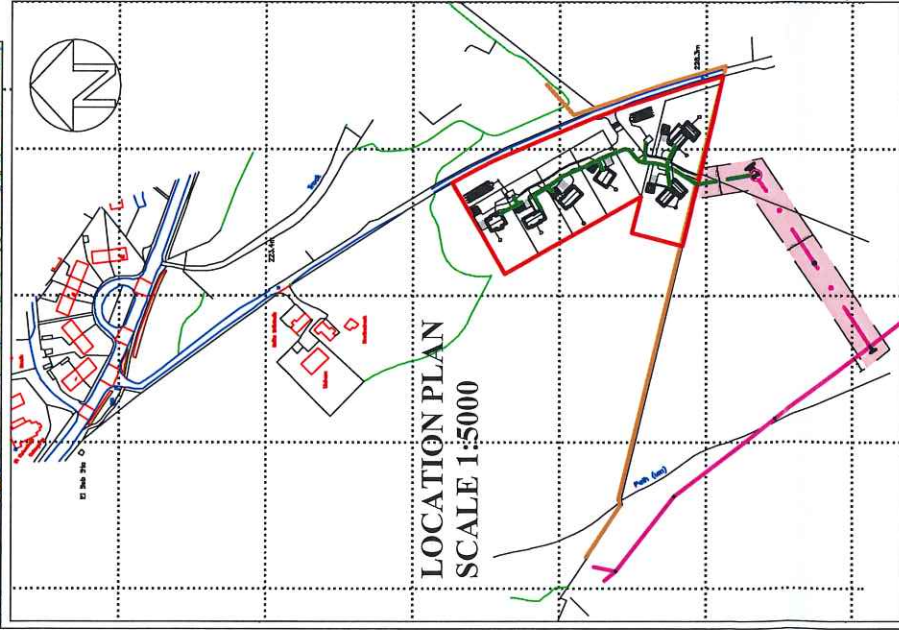
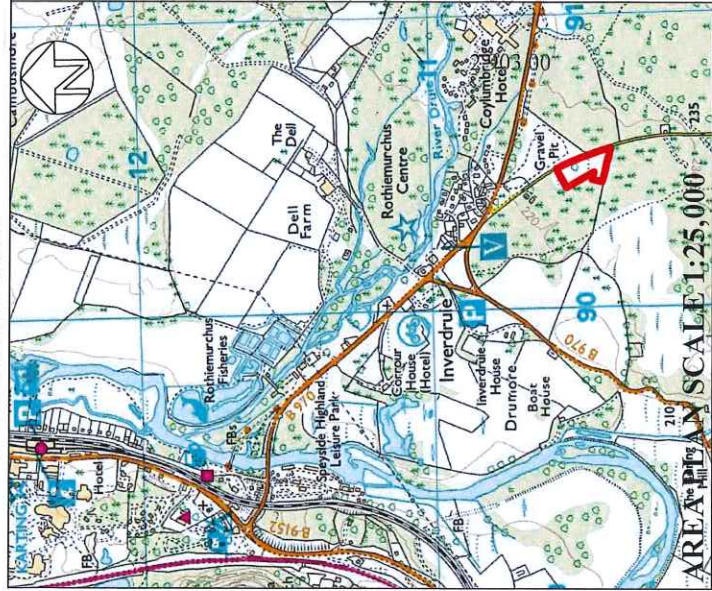
JPG (John)

JPG Grant

JPG (James)

VHJB

VHJB

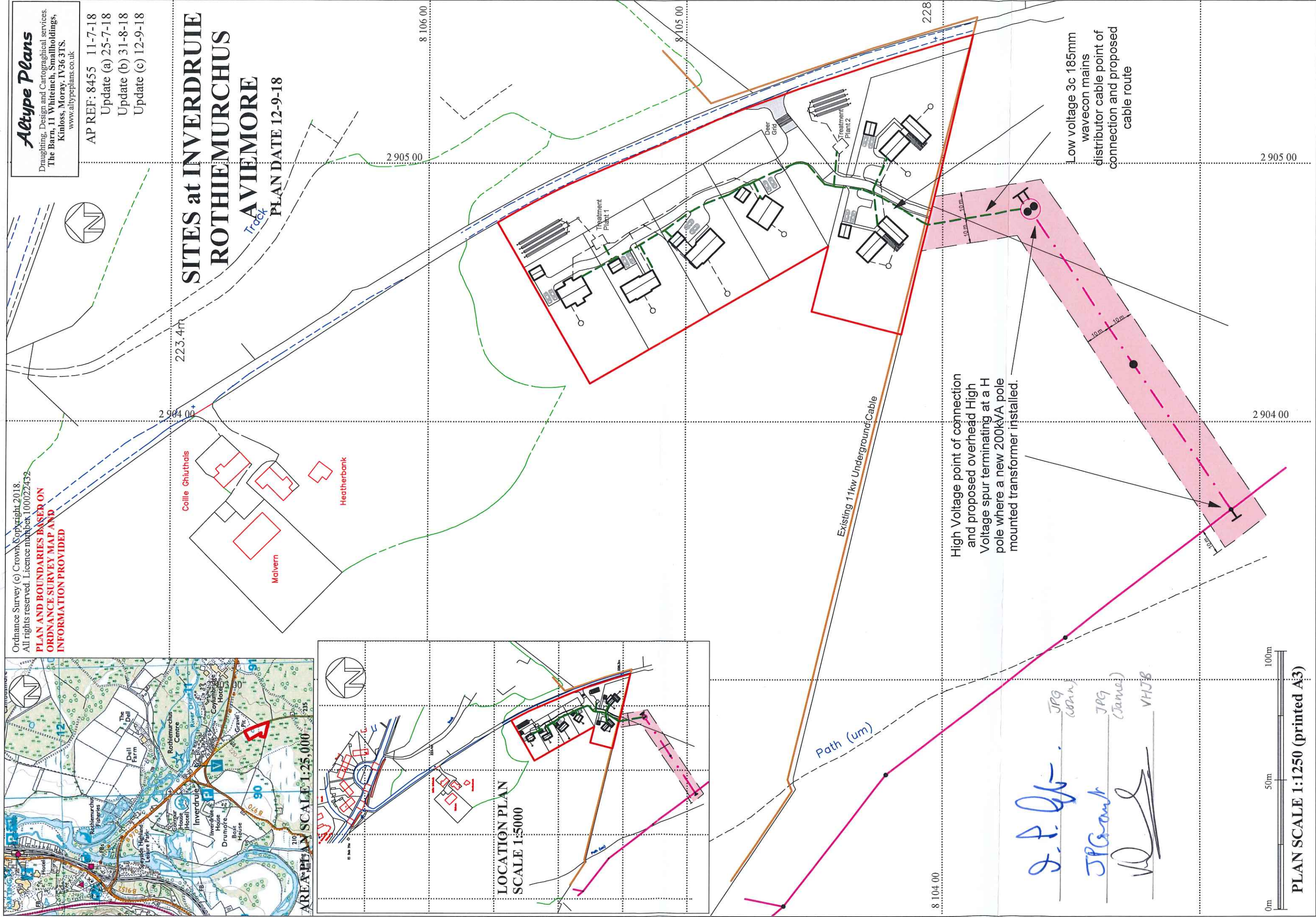


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AP REF: 8455 11-7-18
Update (a) 25-7-18
Update (b) 31-8-18
Update (c) 12-9-18

SITES at INVERDRUE ROTHIEMURCHUS AVIEMORE

PLAN DATE 12-9-18



This is the Planning Permission referred to in the foregoing Deed of Servitude and Real Burdens by John Peter Grant of Rothiemurchus and Trustees of John Peter Grant of Rothiemurchus over the Lands and Estate of Rothiemurchus, Aviemore.

JP Grant J.P.G.
(James)
V.H.J.B. V.H.J.B.

J.P.G. J.P.G. (John)

DECISION NOTICE

CAIRNGORMS
NATIONAL PARK AUTHORITY

ÙGHDARRAS PÀIRC NÀISEANTA A'
MHONAIDH RUaidH

Mr Iain Cornfoot
c/o Mr Alan Dickson
Rural Design Ltd
The Green
Portree
IV51 9BT

24 November 2016

Application Reference: 2016/0158/DET

**TOWN AND COUNTRY PLANNING (SCOTLAND) ACT, 1997, AS AMENDED
BY THE PLANNING ETC (SCOTLAND) ACT 2006
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT
PROCEDURE) (SCOTLAND) REGULATIONS 2013**

**The Cairngorms National Park Designation, Transitional and Consequential
Provisions (Scotland) Order 2003**

National Parks (Scotland) Act 2000

CNPA in exercise of its powers under the above mentioned Act and Regulations

GRANTS detailed planning permission for:

Erection of 6 dwellings, upgrade current access point and a new access track formed; private drainage (shared treatment plant and soakaway)

at;

Land 175M SE Of Heatherbank Rothiemurchus, Aviemore

and in accordance with the particulars contained in the accompanying application form and the following plans/drawings:

Title	Reference	Date on Plan*	Date Received
Location Plan	199/001	01/10/16	
Site Plan Proposed Site Plan	199/001	01/05/16	
Site Plan Proposed Site Plan	199/003	01/05/16	
Plan Construction Details (drainage)	2754:102		
Other Drainage Layout	2754:101	07/10/16	
Plan Ground Floor Plan - Donald Hall	SK01	15/07/15	
Plan Elevations - Donald Hall	SK02	15/07/15	
Plan Sketch Perspectives - Donald Hall	SK03	15/07/16	
Plan Plot 3 Proposed Development Plans	00048 WI	02/02/14	
Plan Ground Floor Plan Plot 4			
Plan First Floor plan Plot 4			
Plan Elevations Plot 4			
Plan Ground Floor Plan Genini and Thomson	SK 01B JOB K	16/04/13	

Plan First Floor Plan Genini and Thomson	SK 02 B	16/04/13	
Plan Sketch perspective Genini and Thomson	SK 04B JOB K	16/04/13	
Plan Elevations Genini and Thomson	SK 03 B	16/04/13	
Plan R4 Ground Floor Plan Plots 5 and 6	199/PL/102	01/05/16	
Plan R4 Upper Plan Plots 5 and 6	199/PL/132	01/05/16	
Plan Generic Shed Plan	199/101	01/05/16	
Other Bat Survey for Potential Roost Sites in Trees by Shirley Lynch		06/10/16	
Other Protected Mammal Survey by James Bunyan	16/026/AVI/ROI	06/10/16	

*Where no specific day of month has been provided on the plan, the system defaults to the 1st of the month.

Subject to compliance with the following condition(s). (Those conditions listed below in bold text are suspensive conditions, which require to be discharged prior to commencement of the development):

- I **No development shall commence on site until the Cairngorms National Park Authority, acting as Planning Authority, has received and approved in writing:**
 - a) **Evidence that the rural housing burden has been attached to the land of the four plots; or**
 - b) **A copy of the title deeds that confirm that the land for the four**

affordable self-build plots is owned by the Highland Small Communities Housing Trust; and

- c) **An associated binding legal undertaking that the Highland Small Communities Housing Trust will only sell the four plots to the households of the sawmill coop group with the rural housing burden attached to create affordable housing in perpetuity.**

- 2 No development shall commence on site until a detailed landscape scheme (comprising a scaled plan, full specifications and management and maintenance statement) has been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority. This scheme shall include:**

- a) **Proposals for new planting including location, number, species, planting distances, sizes and protection;**
- b) **Details of proposed maintenance and timetable of implementation of works;**
- c) **Details of the ongoing management of woodland areas for the next 15 years;**
- d) **Details of any ground or ancillary works proposed;**
- e) **Detail of all plot boundary enclosures which shall reflect the requirement to retain an open aspect to the site; and**
- f) **Finishes of all hardstanding, turning, access and parking areas which shall reflect the requirement for choice of finishes appropriate to the rural location**
- g) **Details of the location, type and illumination of all external lighting**

Work shall thereafter proceed in accordance with the approved scheme in accordance with the approved timetable.

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Scotland) Order or any subsequent legislation amending or revoking it, all boundary enclosures shall be erected and maintained in accordance with the approved landscape scheme;

- 3 No development shall commence on site until:**

- a) **A Tree Protection Plan has been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority. The Plan shall include details of both: existing trees to be retained and measures for their protection in accordance with British Standard 5837; and trees to be removed; and**
- b) **A pre-commencement meeting (prior to site clearance and any offsite works required by Conditions 5 and 8) on site with Cairngorms National Park Authority Officers has been held and the Cairngorms**

National Park Authority, as Planning Authority, has confirmed in writing that the protection measures are in place are adequate.

Thereafter, the protection measures shall be implemented on site as approved, and thereafter be retained and maintained on site for the duration of works until their completion, unless otherwise agreed in writing by the Cairngorms National Park Authority, acting as Planning Authority;

- 4 No development shall commence on site until a Species Protection Plan (SPP), the scope of which has been agreed with the CNPA, has been submitted to and approved in writing by the Cairngorms National Park Authority, including details of at least the following:**
- a) Pre-felling check for red squirrel dreys;**
 - b) Pre-felling check for pine marten activity and potential Designated Sites;**
 - c) Protection of wood ants during tree felling and the translocation of nests; and**
 - d) Timetable for works and details of any mitigation works, which must be undertaken by a suitably experienced and qualified ecologist.**

Thereafter all works shall be implemented and monitored in accordance with the approved SPP, with monitoring report, including any mitigation, provided in writing to the Cairngorms National Park Authority with any remedial/mitigation actions implemented in accordance with the agreed SPP;

- 5 No development shall commence on site until detailed, scaled plans of the following road improvements have been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority, in consultation with the Highland Council Transport Planning Team:**
- a) The existing informal passing places located on the north site of the public road approximately 105 metres and 178 metres west of the site access to be upgraded to standard passing place specification including appropriate drainage**
 - b) Provision of an additional passing place on the north side of the public road approximately 276 metres west of the site access**
 - c) Localised carriageway widening within the road boundary at a location approximately 358 metres west of the site access.**

These improvements shall be completed in accordance with the approved plans before any house is occupied and thereafter retained and maintained in accordance with those approved plans;

- 6 No development shall commence on site until details of the provision of a**

means of access for the public from the site entrance along the line of the existing pathway leading past plots 5 and 6 through the site to join with the existing informal grass path to the south west have been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority. These details are to reflect the requirement for an informal surface such as rolled dust and a finished width of 1.5 metres together with details of specification and alignment.

No house shall be occupied until the path has been implemented in accordance with the approved plans. Thereafter the path shall be retained and maintained in accordance with the approved plans;

- 7 No development shall commence on site until a site specific Construction Management Plan has been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority. This plan shall include details of:
- a) Measures for the public to access a suitable pathway across the site during construction , or provision of a suitable alternative;
 - b) Timing of tree felling works to avoid the bird breeding season of February to September inclusive;
 - c) Proposed approach to construction (e.g. crane assembly, pad systems instead of foundations); and
 - d) Construction site management measures to minimise potential damage to trees and vegetation, including the conservation of deadwood for fungi.

Work shall thereafter proceed in full accordance with the approved statement;

- 8 No development shall commence on site until visibility splays have been provided measuring 2.5 metres by 120 metres on the north side of the junction onto the U2244 public road (in accordance with the approved location plan Drawing no. 199/001 Revision C) and measuring 2.5 metres by 80 metres on the south side of the junction onto the U2244 public road, no further south than the boundary with the land that is designated as the Cairngorms Special Area of Conservation (SAC), Cairngorms Special Protection Area (SPA) and North Rothiemurchus Pinewoods Site of Special Scientific Interest (SSSI). These splays shall thereafter be kept free from any permanent obstruction throughout the lifetime of the development hereby approved;
- 9 No construction shall commence on any of the houses hereby approved until details of all proposed renewable technologies have been submitted to and approved in writing by the Cairngorms National Park Authority. These details shall reflect compliance with the

submitted Sustainable Design Checklist and the houses shall thereafter be constructed and maintained in accordance with the approved details, unless otherwise approved in writing by the Cairngorms National Park Authority;

- 10 No construction shall commence on any of the houses hereby approved until details by way of samples of external finishes have been submitted to and approved in writing by the Cairngorms National Park Authority, acting as Planning Authority. The houses shall thereafter be constructed and maintained in accordance with the approved details, unless otherwise approved in writing by the Cairngorms National Park Authority;
- 11 No house shall be occupied until it is connected to the approved drainage system.

The National Park Authority's reasons for imposing these conditions are:

- 1 In order to guarantee that the four approved affordable self-build houses can only be built as affordable housing using the Highland Small Communities Housing Trust's Rural Housing Burden in accordance with Policy 1: New Housing Development of the Cairngorms National Park Local Development Plan 2015;
- 2 In order to provide a landscaped setting for the development and to maintain the retained woodland in a satisfactory condition and ensure effective screening is achieved within the stated timescales, in accordance with Policy 4: Natural Heritage and Policy 5: Landscape of the Cairngorms National Park Local Development Plan 2015;
- 3 In order to ensure the protection of retained trees during construction works on site in accordance with Policy 4: Natural Heritage and 5: Landscape of the Cairngorms National Park Local Development Plan 2015;
- 4 To ensure that species are appropriately protected and any impacts adequately mitigated in compliance with Policy 4: Natural Heritage of the Cairngorms National Park Local Development Plan 2015;
- 5 To ensure that the development is appropriately serviced and the public road is improved to a standard to adequately accommodate additional traffic generated by the development in accordance with Policy 3: Sustainable Design of the Cairngorms National Park Local Development Plan 2015;
- 6 To ensure that the development maintains and maximises opportunities for responsible outdoor access in accordance with Policy 3: Sustainable Design of the Cairngorms National Park Local Development Plan 2015;
- 7 To minimise adverse environmental impacts during construction or any obstruction to public access, in accordance with Policy 3: Sustainable Design and Policy 4: Natural

Heritage of the Cairngorms National Park Local Development Plan 2015 and the Land Reform (Scotland) Act 2003;

- 8 To ensure that the development is provided with a safe access in accordance with Policy 3: Sustainable Design of the Cairngorms National Park Local Development Plan 2015;
- 9 To ensure that new technologies are appropriately designed to conserve and enhance the landscape character and that the development complies with Policy 3: Sustainable Design and Policy 5: Landscape of the Cairngorms National Park Local Development Plan 2015;
- 10 To ensure that the houses are appropriately finished in accordance with Policy 3: Sustainable Design of the Cairngorms National Park Local Development Plan 2015;
- 11 To ensure that the houses are appropriately serviced in terms of drainage in accordance with Policy 3: Sustainable Design and Policy 10: Resources of the Cairngorms National Park Local Development Plan 2015.

- Reason(s) for approval**
- 1. The proposal is considered to accord with the aims of the Cairngorms National Park.**
 - 2. The proposal complies with the relevant provisions of the development plan and there are no material considerations that indicate otherwise.**

Informatives:

- 1 You are advised that in accordance with section 58(1) of the Town and Country Planning (Scotland) Act 1997 (as amended), this permission lapses on the expiration of a period of 3 years beginning with the date on which this permission is granted unless the development to which this permission relates is begun before that expiration.
- 2 Notification of Initiation of Development - Under section 27A of the Town and Country Planning (Scotland) Act 1997 (as amended) the person undertaking the development is required to give the planning authority prior written notification of the date on which it is intended to commence the development. We recommend this is submitted 2 weeks prior to the start of work. A failure to submit the notice, included in the decision pack, would constitute a breach of planning control under section 123(1) of that Act, which may result in enforcement action being taken.
- 3 Notification of Completion of Development - As soon as practicable after the development is complete, the person who completes the development is required by section 27B of the Town and Country Planning (Scotland) Act 1997 (as amended) to give written notice to the planning authority of the completion of the building works. As before, there is notice for you to complete for this purpose included in the decision pack. In larger, phased developments, a notice of completion is to be submitted as soon as practicable after each phase is finished by the person carrying out the development.
- 4 You are advised that a license will be required from SNH for any works affecting or disturbing squirrel dreys or pine marten and for investigations required to produce the Species Protection Plan.
- 5 You are advised that any proposal to cross designated land to the south west for electricity connections will require to be the subject of consultation with Scottish Natural Heritage who will need to fully consider any potential impacts on any of the notified features of the SSSI or qualifying interests of the Special Area of Conservation and Special Protection Area. You should contact SNH at the earliest opportunity to discuss this.

- 6 You are advised that should potentially contaminative material (such as ash or sawdust/timber tip, visual or odour hydrocarbons, suspected asbestos containing materials associated with the former use) be uncovered during construction or any subsequent groundworks then the works should cease and advice be sought from the Highland Council Environmental Health, Contaminated Land Office.
- 7 Construction work (including the loading/unloading of delivery vehicles, plant or other machinery) should not take place out with the hours of 0800 hours to 1900 hours Mondays to Fridays, 0800 hours to 1300 hours on Saturdays or at any time on Sundays or Bank Holidays in order to minimise disturbance to residents in the area.

Dated: 24 November 2016

Gavin Miles

**Gavin Miles
Head of Planning**

**For details of how to appeal to Scottish Ministers regarding
any aspect of this Decision Notice please see the attached notes.**

**THIS IS A LEGAL DOCUMENT -
PLEASE RETAIN WITH YOUR TITLE DEEDS**

**TOWN AND COUNTRY PLANNING (SCOTLAND) ACT, 1997, AS AMENDED
BY THE PLANNING ETC (SCOTLAND) ACT 2006
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT
PROCEDURE) (SCOTLAND) REGULATIONS 2013**

1. If the applicant is aggrieved by the decision of the planning authority to refuse permission in respect of the proposed development, or to grant permission or approval subject to conditions, he may appeal to Scottish Ministers under Section 47 of the Town and Country Planning (Scotland) Act 1997 within three months of the date of this notice. The appeal should be addressed to the Chief Reporter, Directorate for Planning and Environmental Appeals, 4 The Courtyard, Callendar Business Park, Falkirk FK1 1XR.
2. If permission to develop land is refused or granted subject to conditions, whether by the planning authority or by Scottish Ministers, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by carrying out any development which has been or would be permitted, he may serve on the planning authority a purchase notice requiring the purchase of his interest in the land in accordance with Part 5 of the Town and Country Planning (Scotland) Act 1997.

NOTES

It should be understood that this permission does not carry with it any necessary consent from the Buildings Authority or Scottish Environment Protection Agency, or approval to the proposed development under other statutory enactments.

It should be understood that this permission does not imply

- ☐ that there are no physical restrictions upon development, such as overhead or underground services, diversion or protection of which will be the developer's responsibility, with the prior consent of the appropriate supply authority;
- ☐ that the mains water, drainage or other public services are, or will be available: or
- ☐ that financial assistance from public funds is available towards the cost of provision of services or any aspect of the development.

Enquiries should be directed to the appropriate supply authorities.

 _____ J.P.G. (John)¹¹

 _____ J.P.G. (James)

 _____ V.H.J.B.