

Finance and Resources Committee

10.00am, Thursday, 16 January 2025

Edinburgh Park, Edinburgh - Proposed Deeds of Servitude

Executive/routine
Wards

Routine
3 – Drum Brae/Gyle

1. Recommendations

- 1.1 That Finance and Resources Committee approves the grant of two Deeds of Servitude in favour of New Park Square Limited on the terms outlined in this report and on other terms to be agreed by the Interim Executive Director of Place.

Gareth Barwell

Interim Executive Director of Place

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Report

Edinburgh Park, Edinburgh - Proposed Deeds of Servitude

2. Executive Summary

- 2.1 This report seeks approval to grant two Deeds of Servitude for new underground services to include foul drainage, together with a Low and High Voltage electrical supplies on two sperate parcels of land at Edinburgh Park, Edinburgh.

3. Background

- 3.1 Parabola Edinburgh Limited are undertaking a significant mixed use development at Edinburgh Park. The development was granted Planning Permission ([Ref:20/02068/FUL](#)) in January 2022 and includes residential (160 Affordable homes, with an additional 1,244 private housing and Build-To-Rent units), office accommodation, a hotel, crèche and leisure facilities.
- 3.3 Two routes of servitude are required over land in Council ownership as part of servitude route across multiple ownerships. The two specific areas are shown shaded purple on the attached plan.
- 3.4 The Servitude for services under the Tram line, has been restricted to low voltage and drainage connections only in agreement with Edinburgh Trams.

4. Main report

- 4.1 The following terms have been provisionally agreed:
- 4.1.1 Grantor: The City of Edinburgh Council;
- 4.1.2 Grantee: Parabola Edinburgh Limited and New Park Square Limited;
- 4.1.3 Rights: A servitude right to lay down, erect, install, relay, construct, inspect, repair, maintain, renew, replace, retain, rebuild, protect, use, supplement, adjust, alter, modify, divert, upgrade, connect into, remove or render unusable any power conduits to serve the primary substation site, shown hatch light blue on the Attached Plan;
- 4.1.4 Conditions: Subject to all technical specification being agreed. The rights in respect of the servitude under tram require the benefited owner to comply

with all Tram Legislation. There is also a separate Asset Protection Agreement (APA) with the Developer which provides additional protection and insurances for the Council;

4.1.5 Consideration: £125,000; and

4.1.6 Costs: the Council's reasonable costs will be paid by the grantee.

4.2 The grantee will require maintenance obligations over the servitude areas, these are not restricted within the servitude; however, any maintenance works required specifically to the land under the Tram network, will require an Authority to Work Application (ATW) which provides the Council with additional covers and eventualities, including inspection.

5. Next Steps

5.1 Following Committee approval, the Council will enter into the Deeds of Servitude with the grantee in accordance with the terms and conditions stated within this report.

6. Financial impact

6.1 The Council's will receive £125,000 grassum payment. All reasonable legal costs and surveyor's fees will be met by the grantee.

7. Equality and Poverty Impact

7.1 The impact on equalities has been considered. The Integrated Impact Assessment (IIA) checklist has been completed and the outcome is that a full IIA is not required for this report. There is little relevance to equality and no negative impact given the services provided by the Servitude.

8. Climate and Nature Emergency Implications

8.1 The increase in construction traffic as a result of the wider development has been considered in Planning terms and will increase fuel consumption and carbon emissions.

9. Risk, policy, compliance, governance and community impact

9.1 Ward members have been aware of the recommendations of this report.

9.2 The rights in respect of the servitude under tram require the benefited owner to comply with all Tram Legislation. There is also a separate Asset Protection Agreement (APA) with the Developer which provides additional protection and insurances for the Council

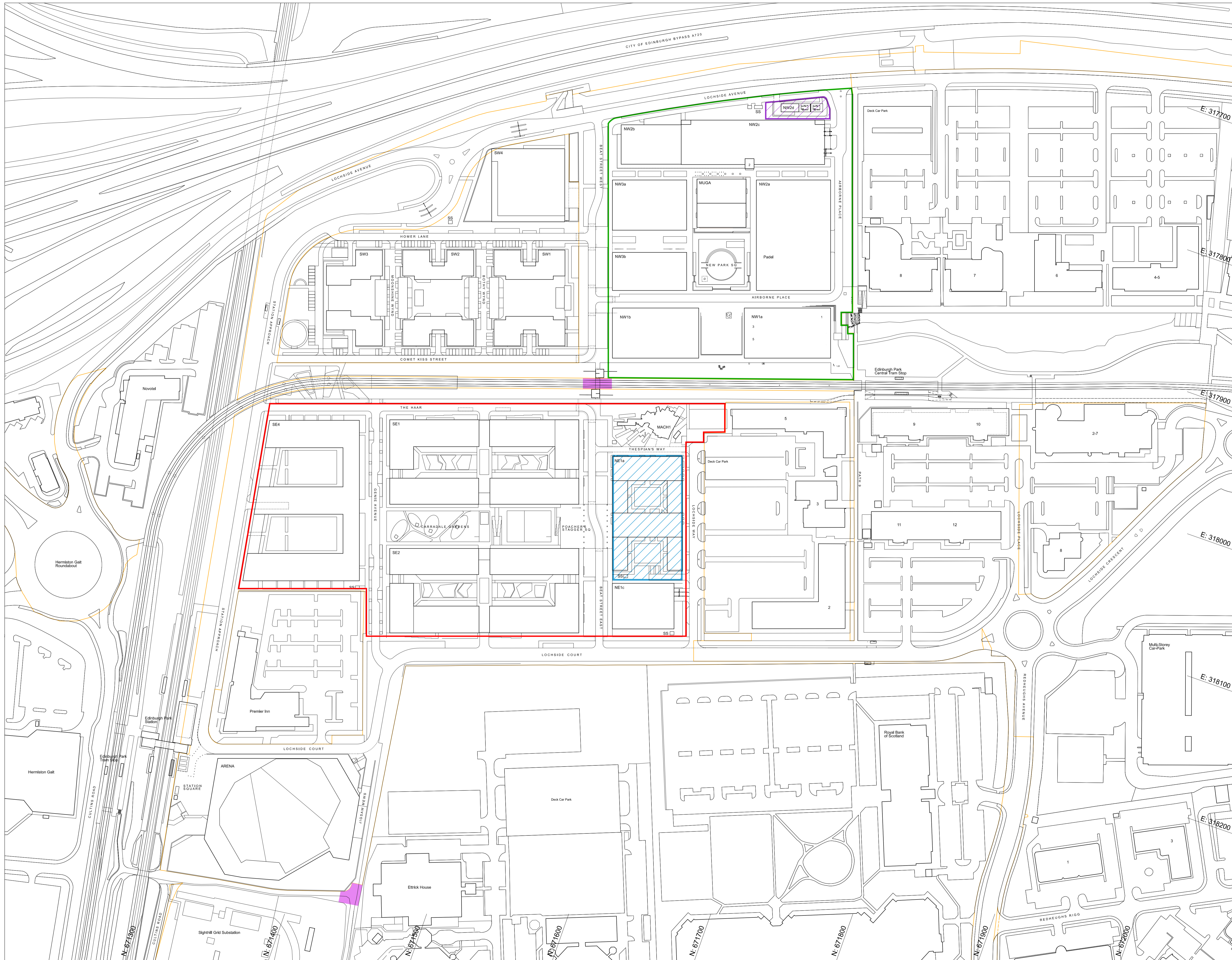
- 9.3 The Council will be protected, including cover for loss of business in the event that the servitude rights under the Tram should result in disruption of tram services. This includes making good any damaged caused.

10. Background reading/external references

- 10.1 None.

11. Appendices

Appendix 1 – Servitude plan.



NOTES

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Key:

- Potentially Benefitted Subjects
- Affordable Subjects
- NPSL Subjects
- Primary Substation Subjects
- Site Ownership Boundary
- CEC Servitude Area

Updated following review	04.10.24
Revision	Date

PARABOLA

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**EDINBURGH PARK
 Southern Phase Masterplan**

Title	Legal Boundaries CEC Servitude Subjects	
Date	04.10.24	
Scale	1:1250 @ A1	
Drawn	CM	
Status	Information	
Authorised	-	
Project No	Drp No	Rev
EP-SPM-	SK-0212	A