

Consulting Civil & Structural Engineers

Proposed
Development.
Dechmont,
West Lothian

STAGE 1
DESK STUDY

06th February 2012
Job no. 12/004

PARTICULARS



Project Proposed Residential Development, Dechmont Job Ref. 12/004

Client
Address

Date of site visit

Report type Stage 1 Desk Study
Purpose of report Planning
Scope Site Appraisal

Report status FINAL Revision A
Date of report 06th February 2012

Date of site visit 06th February 2012
Weather condition Dry, Clear

Prepared by Russell Blackhall
Signed  Date 06th February 2012

Approved by Glen Maloney
Signed  Date 06th February 2012

On behalf of R.F.Blackhall & Partners Ltd (rfbp)

Unit 9
108 Biggar Road
Edinburgh
EH10 7DU

55 High Street,
Innerleithen,
EH44 6HD

T : 0131 445 3186
E : info@rfbp.co.uk

T: 0189 683 1604
E : info@rfbp.co.uk

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Scope of Works

- 1.1.1 RF Blackhall & Partners were commissioned by the client in December 2011 to undertake a Stage 1 desk study in the view of a proposed residential development at the above site.
- 1.1.2 The client proposes to develop a vacant plot located West of Dechmont village, West Lothian, for circa 100 Residential units with associated parking although final details are yet to be established. See Appendix 1 for Location Plan. The site is an open plot with several buildings on site, many in a poor condition at the risk of collapse. These buildings appear on the location plan. The fields within the site are believed to be used for grazing and the site is circa 5.74 Ha in size.
- 1.1.3 This report presents the findings of our investigations and includes appropriate recommendations relative to the proposed development. The objectives of the report were:
- a) To determine the site history as far as could be ascertained from publicly available historical records
 - b) To provide an indication of the geological conditions beneath the site and its environs.
 - c) Environmental Conditions, including industrial consents and potentially contaminative land use, on and around the vicinity of the site.
 - d) Hydrogeology and hydrology
 - e) Mining conditions
 - f) Locations of possible Utilities
 - g) To recommend the scope of remedial measures which may be required to address identified development constraints to the satisfaction of the regulatory authorities.
- 1.2 General Methodology

Our investigations were initiated with a phase of desk study research involving data acquisition and the examination of various documents on the geological, existing services and historical background of the site. We were also engaged in consultations with various external authorities including statutory bodies and research organisations. Following on from the initial research stage a site model was developed to investigate the possible issues associated with the land and contaminants. Site investigation works were then carried out in accordance with "Code of practice for site investigations - BS 5930:1999". Site investigation works involved desk research and a site walkover.

1.2.2 Our interpretations of the site are based on the information provided from the relevant organisations and supplemented with a visual inspection of the areas. It should be recognised that the existing utilities may differ from the information supplied by Scottish water and the relevant public bodies.

1.3 Context

1.3.1 It should be recognised that this report is prepared within accordance with the current recommended practice and existing legislation. It is written in the context of a varied residential development with landscaped areas and associated parking. Should there be any alternative use, it would be wise to consult us further to ensure the continued accuracy of the recommendations advised.

2.0 Site Location and Description

2.1 Site Details

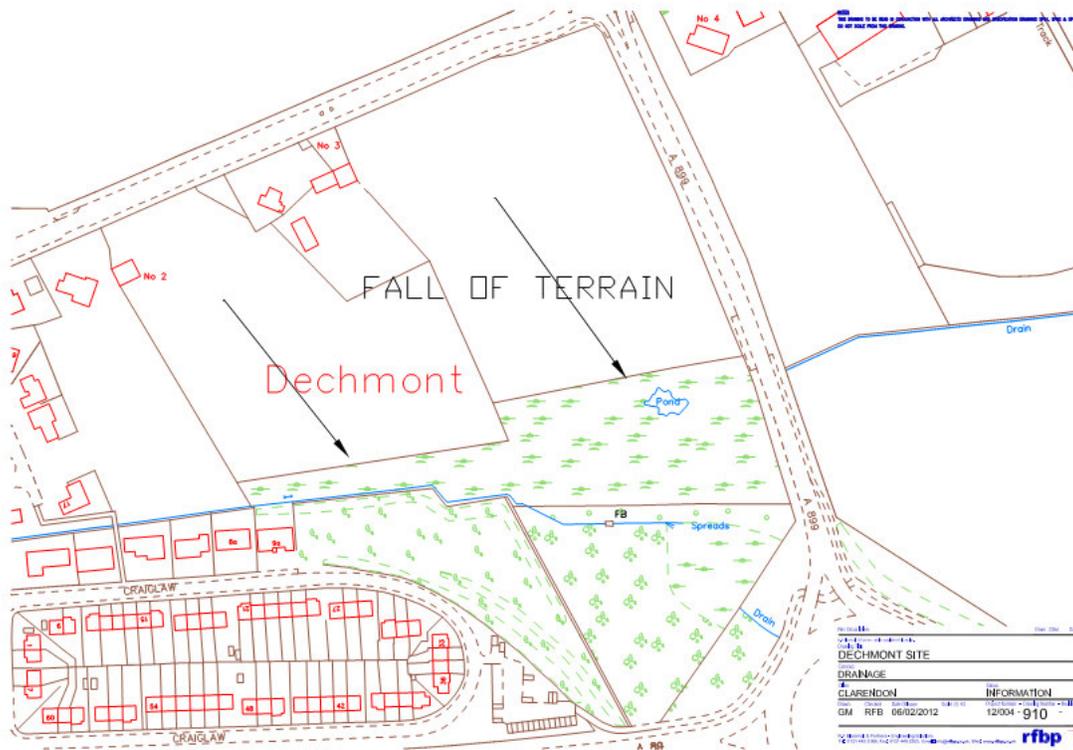
2.1.1 The summary details of the site as understood from the supplied drawings and survey information seen in the appendix are as follows:

- Site Name - Dechmont, West Lothian
- Local Authority - West Lothian Council
- Site Area - 5.74 Ha
- Grid Reference - 304512, 670923
- Location - Located to the West of Dechmont Village
- Current Usage - Open plot with a single Residential property and associated outbuildings
- Access - Access from Main Street, Dechmont only suitable for farm vehicles at present
- Surface Conditions - Several patches overgrown with vegetation but the majority of the site was grassland with several areas being noted as heavily saturated.

2.1.2 Existing Site Make up is as follows

Exact datum heights for the site are unknown but from the site walkover it was apparent that the site had a general fall from the North to the South with the surface water draining into water course at this section of the site.

Figure 1 - DRAINAGE & LEVELS PLAN



2.2 Neighbouring Properties & Land Usage

| | |
|-------|--|
| North | – Open Land and Dechmont, Main Street |
| South | – The A89 runs along on the Southern Boundary of the site |
| East | - Houston Mains Holdings and open land |
| West | - Craiglaw residential estate to the South West and Several individual residential properties to the West. |

2.3 Watercourses

2.3.1 There is one watercourse on site and this is identified in **Figure 1**. The site visit also identified this feature although at the time of the visit the burn had no flowing water and the stagnant water had frozen due to the low temperatures. It is likely though that during periods of high rainfall this watercourse will become more active.

2.4 Services

Foul, Surface & Water

The information R F Blackhall & Partners has been given from the service providers is limited and therefore we assume this is the most up to date information and further information and advice should be sought when greater detail of the site layout is known to establish if these connections have the required capacity for the site.

Scottish Water records suggest that there are no services on site but from the site visit it was evident that the derelict house had access to mains water supply although the exact location of this pipe is unknown. It is unknown if the house has access to the foul sewer that runs along Main Street.. If a residential development is planned this area of the network may have to be upgraded to cope with the demand but this should be covered in greater detail when performing a drainage impact assessment.

Electricity – an electricity supply was clearly identified during the site walkover as the electricity masts run along the southern boundary of the site. It was presumed this was a three phase supply and it is likely that this will have the capacity to supply the development although consultation with Scottish Power should take place to confirm this assumption. From Scottish Power records two electricity supplies enter the site to the residential building and outbuilding. These connections will not be able to supply the whole site although there may be capacity in the 4 electricity cables that run along the Main Street. There is also the potential connection available in the Craiglaw development although the Main Street would be the preferred option.

Scottish Gas provided plans identifying the approximate locations of Mains gas Pipes running along the A89 to the South of the site and Dechmont Main Street to the North. The capacity of these lines is unknown although the proximity of the pipes does not indicate any likely issues associated with connections or levels.

2.5 Road Access

Discussions took place with development control regarding accessing the main road network and no issues were identified in creating an appropriate road access on the Main Street. A visibility splay of 4.5m by 120m would need to be achieved and spacing of 40m between the existing junctions would be required. These dimensions can easily be met and creating an access for the site is therefore not likely to be an issue.

2.5 Public Register Information

2.5.1 A review of archived pertinent maps and memoirs from the Ordnance Survey was supplemented with enquiries to other public bodies. The information relevant to these enquiries and other pertinent aspects of the project are shown in the Appendices. The general findings were as follows:

- Waste Disposal Sites – There was one site identified as a landfill site within 1000m of the site located to the East of Uphall golf course approximately 630m from the site.
- Discharge Consent – No Discharge Consents were noted although Scottish Water records indicate that a surface water pipe from the residential site at Craiglaw discharges into the watercourse at the south of the site.
- Flooding - The site was not indicated to be situated within an area potentially susceptible to flooding. This was identified from the SEPA flood maps and clarified with a site visit. Due to the proximity of the watercourse at the south of the site careful attention should be paid to the height of finished floor levels in relation to the burn.
- Groundwater Vulnerability – The aquifers noted in relation to the site are deemed as highly productive although flow is predominantly in fissures and other discontinuities.
- In filled Land – A pond previously existed on site that has since been filled in and therefore made ground is a possible issue in terms of contamination.
- The site is surrounded by several areas containing small industrial units so local contamination from these sites is a possibility that will be investigated.

2.5.2 It should be noted that the prior comments reflect the opinions of a number of public bodies and do not necessarily represent our view of these specific conditions. However, this information has been utilised in our preliminary consideration of the site conditions.

3.0 Historical Background

3.1 General

3.1.1 An examination of the past history of a site can often provide valuable information in relation to potential constraints to its development. To facilitate these investigations, past copies of Ordnance Survey maps were examined, with particular attention being focused on the presence of any industrial activities, mining or similar processes in the vicinity of the study area.

3.2 Historical Background

3.2.1 The first published Ordnance Survey map dates from 1856. This map shows much of the site is open land with several buildings located near to the Eastern boundary of the site. It is unclear though if these buildings are on the site or adjacent to it.

3.2.2 The only change noted in the 1897 plans is that the aforementioned properties to the East have been demolished.

3.2.3 The 1915 plan identifies a significant change around the site as it identifies the Bangour railway line and station has been constructed to the south of the site on land that is now used for the Craighall residential estate. This plan also shows a curling pond exists to the south of the site.

3.2.4 Moving onto the 1955 OS maps shows us that the Houston Mains holding on the Western Boundary of the site has been constructed and that the residential property on site that is derelict has also been constructed. The road layout for the residential development has also been constructed with the demolition and removal of the railway line and station.

3.2.5 The 1961-1976 OS maps have shown the Craighall residential development to the South of the site has been finished. A greater significance is that the Dechmont roundabout A899 and A89 have all been constructed to match what exists around the site in comparison to today's road network.

3.2.6 By 1975 the site layout represents what exists today with all buildings accounted for and being displayed.

Between 1856 and today the historical maps showed that the site has remained largely unused although the land surrounding it has been built up and an improved infrastructure put into place. The Historical maps do not show the pond that appears on the environmental reports.

3.3.0 A site walkover was undertaken in February 2012 in cognisance of the proposed investigations. The site contained one access point being for access for animals and farm vehicles. The site contained one domestic property which is no longer in use although looks in reasonable condition. It is believed the property has not been in use for some time. There were three outbuildings on site, one of which has collapsed and is deemed unsafe. One abandoned vehicle was seen on site, a variety of farm equipment and an empty oil / fuel drum was also seen.

3.4.0 Development Consideration in Relation to Historical Usage

| | |
|---------------|---|
| Contamination | The historical review indicated that the site had several areas surrounding it to be noted that had contaminative possibilities listed in the following, industrial units and landfills. There is very little risk of these activities contaminating the land as all of these facilities are outside of the site boundary and are considered far enough away for migration of leachate etc to occur. The site visit identified several areas that may have caused localised contamination such as fuel and oil spills but if this has occurred it should be demonstrated in the stage 2 study and confirmed with intrusive testing. If contamination exists it is likely to be localised and not a great concern. |
| Gas Emissions | The potential presence of infilled ground in the Poned area highlighted the potential for the generation of ground gases. Microbial activity and decomposition of organic materials may commonly result in the generation and accumulation of carbon dioxide and/ or methane gas. |

Figure 2 - Infilled Pond



Mining

No mining evident in the area or on site. See Coal Authority Report for Details.

4.0 Preliminary Conceptual Model

4.1 General

4.1.1 In order to fully evaluate the potential presence and impact of contamination at the site, the area must be considered in an environmental context taking into account its geology, topography and past and present land-use. The “science report SC050021/SR3” provides standard guidance for the assessment of sites that may be contaminated. This essentially highlights the importance of developing a robust Conceptual Site model. The model then forms an integral part of the contamination assessment for the proposed development site, looking at conventional source pathway-receptor linkages.

4.2 Geological Profile

4.2.1 The Geology report has identified two layers that exist on site which are as follows Till and Alluvium. The first layer (till) is classified as Diamicton while the second is considered to be sand and gravel. The depths of these are unknown and can be clarified by using intrusive testing.

4.2.3 The bedrock or Solid Geology underlying the site is shown to be a Sedimentary Rock known as the Hopetoun Member.

4.2.3 It is believed that the site may be underlain by coal fissures at unknown depths although it is believed no mine workings have taken place on site. See Coal Authority Report for Details. Again these assumptions can be confirmed with intrusive testing.

4.5.0 Invasive Species

The proposed development site has been left largely empty and the site walkover showed no signs of any invasive species that exist on site or in the vicinity although it should be noted that a full botanical survey has not been undertaken as part of this assessment.

4.6.0 Mineral Extraction

4.6.1 Mine Workings:

A Coal Authority Report is included as an appendix and it is believed that the site has coal seams underlying it which are believed to be unworked and no future workings are known to exist.

4.7.0 Groundwater abstraction

No groundwater abstraction sites are known to exist in on or around the site.

4.7.2 There are no source protection zones known to exist in the vicinity of the site.

4.8 In summary, the desktop research suggests that there was limited potential for surface water systems to interact with any deeper aquifer and within the rock strata although borehole tests can be carried out to gain a better understanding of the geological conditions beneath the site.

4.9 The site is not within a known designated radon effected area on the maps for South Eastern Scotland seen in the 1999 BRE Scottish Laboratory Publication "Radon: Guidance on protective measures for new dwellings in Scotland".

5.0 Potentially Contaminative Uses

Potential contamination constraints likely to be encountered within the site and its vicinity are as follows;

Table 1 -Potentially Contaminative Uses

| The Site | Industrial Activity \ Use | Potentially Contaminative Uses | Associated Contaminants |
|-------------------------------|---|---|---|
| Present | Empty / Farmyard Grazing | <ul style="list-style-type: none"> Chemicals | |
| Historical | Residential \ Historic \ in filled land | <ul style="list-style-type: none"> Asbestos Insulation Fuel / oil spillages Ground Gases | Likely to include but not limited to As, Ni, Cu, Cd, Cr, Zn, Se, Pb, Hg, TPH, PAH, SO ₄ , Asbestos, CO ₂ , CH ₄ |
| Surrounding Area (Up to 500m) | Industrial Use | Potentially Contaminative Uses | Associated Contaminants |
| Historical | Landfill | <ul style="list-style-type: none"> Leachate Ground Gases | Likely to include but not limited to As, Ni, Cu, Cd, Cr, Zn, Se, Pb, Hg, TPH, PAH, SO ₄ , Asbestos, CO ₂ , CH ₄ |
| Present | Industrial Units | <ul style="list-style-type: none"> Chemical Spillages | As, Ni, Cu, Cd, Cr, Zn, Se, Pb, Hg, TPH, PAH, SO ₄ , Asbestos, CO ₂ , CH ₄ |

6.0 Pathway Characterisation

The potential pathways by which receptors might be exposed to contaminants (sources) at the site can vary depending on the proposed or current land use (i.e. residential properties, public open properties or retail).

6.1.0 Humans

For humans, the possible routes of exposure to contaminants are

- Inhalation of gas vapours
- Ingestion of fibres
- Dermal contact

6.1.1 Plants

- The main pathway contaminant to plants is through absorption from contaminated groundwater and soils

6.1.2 Buildings, Property and services

The main pathways by which buildings can be affected are through gas pooling within the structures, by contact with aggressive or acidic soils or service trenches acting as preferential migration pathways.

6.1.3 Controlled Waters

Not Applicable

6.2.0 Pollutant Linkages

This section discusses the effectiveness of the potential pollutant linkages for each receptor identified above.

6.2.1 Potential linkages exist to end humans (end users) via inhalation and dermal contact. Potential linkages also exist to construction workers during the development stage; however this is a temporary linkage, which will be broken with the provision of PPE and its use. Exposure to contaminated soils and water will be dealt with through the use of PPE and by following health & safety regulations. A linkage to the end user also exists for inhalation of vapours if ground gas is present.

6.2.2 Plant and Landscaped areas

Not applicable

6.2.3 Buildings, property and services

A potential linkage to buildings, property and services exists if soil gas is present at the site, there is a potential for gases to pool below the structures. Measures can be taken to mitigate these linkages where required such as using appropriate concrete mixes for foundations, using impermeable service pipes and installing ground gas ventilation systems. Using appropriate concrete mixes can also protect the structures from any remaining acidic soils that remain on site although if contamination was found the soils should have been removed from the site or treated to a sufficient standard.

6.2.4 Controlled Waters

Not applicable

6.3 Environmental Risk Assessment

The preliminary conceptual model outlined above has been used to undertake an initial qualitative risk assessment for this site with a view to identifying any significant risks that may exist to the proposed development as a result of contamination on or within the ground. This risk assessment is set out within the following table.

The quantitative risk assessment indicates that potential pollutant linkages exist for human (end users), buildings, property and services.



Preliminary Qualitative Risk Assessment

| Source | Coc's | Pathway | Receptor(s) | Assessment | Likelihood of Occurrence | Severity of consequence | Investigation Required |
|-----------------|---------------------------------------|--|-----------------------------|---|--------------------------|-------------------------|------------------------|
| On-Site Sources | Asbestos Ground Gas Fuel / Oils | Dermal Contact, inhalation, ingestion in areas of landscaping | Humans: End Users | Potential pollutant pathway will be broken in areas under the proposed buildings footprints and in areas of proposed hard standing. In areas of soft landscaping if contaminants are present linkage may be broken by removal of source or use of clean cover barrier | Low | High | Yes |
| | | Dermal Contact, inhalation, ingestion in developed areas of the site | Human: Construction Workers | Temporary exposure to potential contamination. Risk expected to be mitigated by use of appropriate PPE during construction phase | Low and can be mitigated | High | Yes |
| | | Direct contact with and uptake of contaminated ground / soils | Plants in landscaped areas | Potential linkage where contamination is proven within areas of proposed soft landscaping | Low | Medium – Low | Yes |



| Source | Coc's | Pathway | Receptor(s) | Assessment | Likelihood of Occurrence | Severity of consequence | Investigation Required |
|------------------|--|---|-----------------------------------|---|--------------------------|-------------------------|------------------------|
| Off-Site Sources | Metals, Fuels & Oils, PAH's, CIAH's, PCB's, Dieldrin, Sulphate, pH, & Asbestos | Leaching of contaminants into groundwater and migration of contaminated soils and groundwater | Controlled waters and groundwater | Leaching of contaminants from the surface will be restricted to open landscaped areas where contamination is proven. Leaching of contaminants from on site i.e. chemical spillages. Migration of dissolved contaminants depends on the mobility of the contaminants and on the underlying groundwater regime. | Low | High | No |
| | | Direct contact with contaminated soils/ground waters below building footprint | Buildings and services | Potential linkage where contamination is proven within buildings footprint and service trenches | Low | Medium – Low | No |
| | Ground Gas | Inhalation of ground gas pooling below or within buildings | Humans | Potential pollutant linkage depends on the presence of elevated levels of ground gas including potential methane. Risk could be mitigated with appropriate ventilation designed systems for general site and within building footprints | Low | High | No |
| | | Inhalation of ground gas pooling below or within buildings | Buildings and Services | | Low | High | No |

The above sources and the associated potential pollutant linkages require to be investigated/assessed by means risk assessment then potentially by an intrusive investigation or by implementation of protective measures.

7.0 Conclusions

A review of the available published information has been carried out for the proposed development at Dechmont, West Lothian.

The study has identified that the ground conditions are expected to comprise of layers of glacial fill and alluvium to an unknown depth. This is then underlain by the Hopetoun member to an unknown depth.

This is a large development site and standard site investigations should be implemented to confirm ground conditions for geotechnical and drainage design. The desk study has shown that no major issues are expected in terms of soil conditions from an environmental point of view and that the site is mineral stable.

Offsite the possible sources of contamination including industrial units and landfill should be considered low risk as they are a great enough distance away and given the existing ground conditions and topography, gas and water migration to this extent would be difficult.

8.0 Limitations of conceptual site model

8.1 Geological

Desktop information provided an overview of the underlying geological conditions. However, definitive data, in relation to the nature, thickness and distribution of the strata, required to be confirmed by intrusive site investigations.

8.2 Hydrological

Information in relation to the hydrological profile and shallow groundwater regime (if any) is underlying the site to be confirmed by intrusive investigations possibly including installation of groundwater monitoring wells.

8.3 Contamination

The site walkover indicated that there was little chance of the ground being contaminated and this agreed with the analysis of the historical data of the site although to confirm this intrusive site investigation work would be needed.

8.4 Gas Emissions

The analysis has found a possibility of ground gas to be a possibility and therefore in accordance with BS5930:1999 Installation of gas monitoring points shall be deemed necessary.

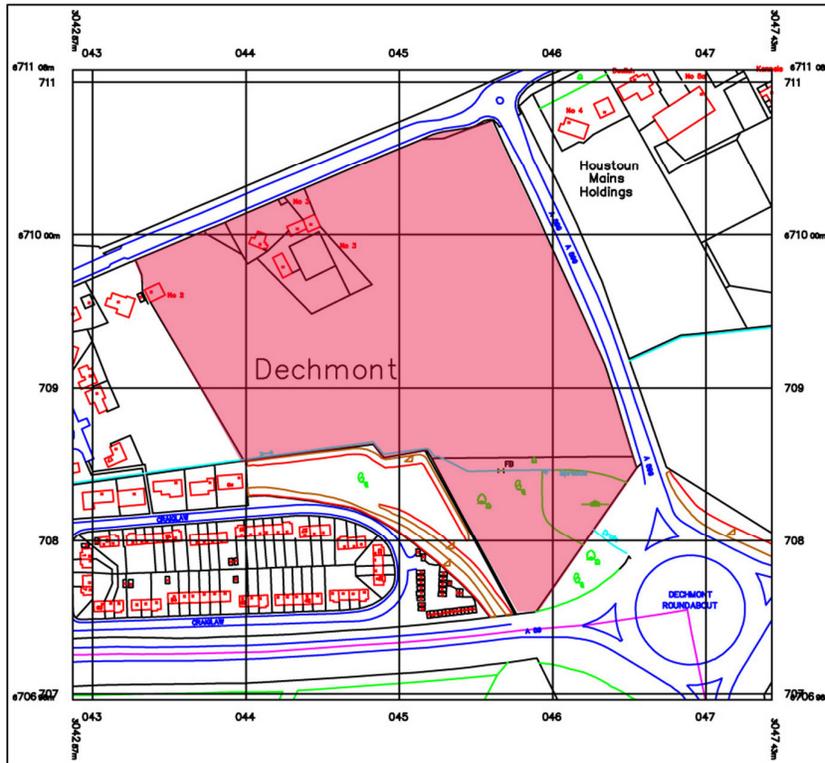
Site & Location Plans

Appendix 1 – Dechmont Location Plan

Potential Development Site
at Dechmont, West Lothian

Ordnance Survey®
Superplan Data®

Option 1
Site-centred

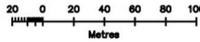


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This Superplan product does not contain all recorded map information.



This product contains data surveyed at one or more of the following scales: 1/1250, 1/2500 & 1/10000.

National Grid sheet reference at centre of this Superplan: NT0470

The representation of a road, track or path is no evidence of a right of way. Heights are given in metres above Datum.

The alignment of tunnels is approximate.

Centre Coordinates: 304515 870902
Supplied by: Mason Land Surveys Ltd
Serial Number: 4011025

Appendix – Groundsure & Coal Mining Report

The Coal Authority Property Search Services
200 Lichfield Lane, Berry Hill,
Mansfield, Nottinghamshire, NG18 4RG
Phone: 0845 762 6848
DX 716176 MANSFIELD 5

GroundSure Reference: TCA-TEST-248648
Our Reference: TCA-TEST-248648
Your Reference: 51000030455001
RRUID: 000000000021004508
Report Date: Feb 2, 2012

Commercial Enviro All-in-One

Address: DECHMONT, DECHMONT, WEST LOTHIAN

Thank you for placing your order with the Coal Authority Property Search Services.

Please find enclosed the GroundSure Screening and Coal Authority CON29M Coal Mining report.

This table summarises whether the Coal Authority consider that the following conditions may affect the ground stability at the location above. A fuller explanation of the condition and its potential to result in ground movement are given in Appendix 1 at the back of the report.

| | |
|-------------|-----|
| Coal Mining | yes |
|-------------|-----|

If you need any further assistance, please do not hesitate to contact our helpline on 0845 762 6848 quoting the above report reference number.

Enc.
GroundSure Screening and the Coal Authority CON29M Coal Mining Report

GroundSure Screening

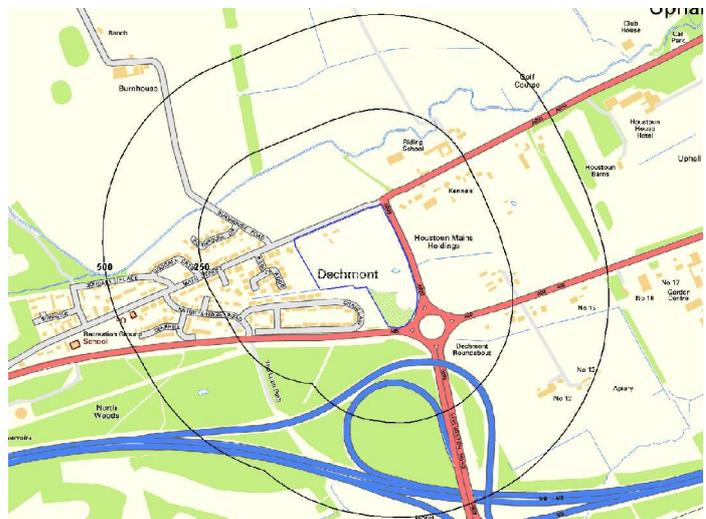
Address: DECHMONT, DECHMONT, WEST LOTHIAN

Date: Feb 2, 2012

GroundSure Reference: TCA-TEST-248648

Your Reference: 51000030455001

Client: The Coal Authority



Brought to you by the Coal Authority Property Search Services

Aerial Photograph of Study Site



Aerial photography supplied by Getmapping PLC.
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Site Name: DECHMONT, DECHMONT, WEST LOTHIAN

Grid Reference: 304512,670923

Size of Site: 5.74 ha

Report Reference: TCA-TEST-248648

Executive Summary

The following opinion is provided by GroundSure on the basis of the information available at the time of writing and contained within this report.

Acceptable Environmental Risk

| | |
|---|----------|
| Is there a risk of statutory (e.g. Part IIA EPA 1990) or third party action being taken against the site? | Unlikely |
| Does the property represent Acceptable Banking Security from an environmental risk perspective? | Yes |
| Is there a risk that the property value may be impacted due to environmental liability issues? | Unlikely |
| What is the potential for environmental risk associated with property ownership i.e. that a prudent purchaser may wish to consider further? | Low |

The Coal Authority Assessment

This table summarises whether the Coal Authority consider that the following conditions may affect the ground stability at the location above. A fuller explanation of the condition and its potential to result in ground movement are given in Appendix 1 at the back of this report.

| | |
|-------------|-----|
| Coal Mining | yes |
|-------------|-----|

This assessment is based on and limited to the records held by the Coal Authority at the time we answer the search.

Recommendations

None Required.

If you would like any further assistance regarding this report, then please contact the GroundSure Helpline on 08444 159000.

Environmental Consultancy: GroundSure Environmental Consultants are available to discuss the findings of this report free of charge and to assist in possible solutions where reports are determined to be In Need of Further Assessment, or where other outstanding environmental issues require further consideration.

Environmental Insurance: Environmental insurance may be available for the subject property. Please contact GroundSure for further details.

Consultant's Opinion

| Issue | Guidance |
|---|--|
| Current land use | GroundSure has not been advised by the client (or their advisers) of the current use of the property. GroundSure has therefore made a best judgement based on the available information that the property is likely to be used as open land. |
| Proposed land use | GroundSure has not been advised by the client (or their advisers) of the proposed use of the property. GroundSure has therefore made a best judgement based on the available information that the property is likely to continue in its current use. |
| On site potentially contaminative issues | No potentially contaminative land uses have been identified at the study site. |
| Off site potentially contaminative issues | No potentially contaminative land uses have been identified in proximity to the study site. |
| Potentially vulnerable receptors | Potentially vulnerable receptors have been identified including on-site residential gardens, a pond and a stream, residential gardens adjacent and the underlying Highly Productive Aquifer within solid layers. |
| Conclusion | GroundSure has not identified a potential source-pathway-receptor relationship that may give rise to significant environmental liability. Please refer to the GroundSure Risk Assessment Methodology contained within this report. |

Additional Matters

The following additional risk issues are outside the scope of the opinion provided by this report. However, further consideration of these may be appropriate for the subject property.

| Issue | Guidance |
|---------------------------|---|
| Site specific features | This report has considered additional site specific information, where provided, however it has not included a site inspection. Additional issues may be present at the property that cannot be reasonably identified by a report of this nature. Such issues may include but not be limited to: ozone depleting substances, oil storage, waste management, materials handling, site drainage, etc. Should these issues be considered to be of concern further specific assessments may be required via additional surveys, inspections, etc. |
| Asbestos | The Control of Asbestos Regulations 2006 require an Asbestos Management Plan to be maintained for all commercial property constructed prior to 2000 i.e. where asbestos may be contained within the building fabric. Refurbishment or demolition of site structures may require further Refurbishment and Demolition Asbestos Surveys. |
| Infilled Land | No issues identified. |
| Natural Ground Subsidence | The BGS has identified a moderate potential for Natural Ground Instability. A prudent purchaser may wish to seek further advice on this matter from a suitably qualified surveyor or engineer. |
| Shallow Mining | The BGS has identified a low-moderate potential for the property to be affected by shallow mining. Further information may be available from a RICS accredited surveyor, local Building Control or direct from the BGS. Contact details are provided in Section 12 of this report. |
| Radon | No issues identified. |
| Radon Protection | No issues identified. |

Overview of Findings

For further details on each dataset, please refer to each individual section in the main report as listed. Where the database has been searched a numerical result will be recorded. Where the database has not been searched '-' will be recorded.

| Report Section | Number of records found within (X) m of the study site boundary | | | | | |
|--|---|------|--------|---------|----------|-------------|
| | on-site | 0-50 | 51-250 | 251-500 | 501-1000 | 1000-1500 |
| 1. Historical Industrial Sites | | | | | | |
| 1.1 Potentially Contaminative Past Land Use | | | | | | |
| Records of potentially contaminative past land use (1:10,000 scale mapping) | 0 | 0 | 0 | - | - | - |
| 1.2 Additional Information – Historical Tanks (1:2,500,1:1,250 scale mapping) | 0 | 0 | 0 * | - | - | - |
| 1.3 Additional Information – Historical Energy Features (1:2,500,1:1,250 scale mapping) | 0 | 0 | 0* | - | - | - |
| 1.4 Additional Information – Historical Petrol and Fuel Site Database (1:2,500,1:1,250 scale mapping) | 0 | 0 | 0* | - | - | - |
| 1.5 Additional Information – Historical Vehicle Repair and Garages (1:2,500,1:1,250 scale mapping) | 0 | 0 | 0* | - | - | - |
| 1.6 Potentially Infilled Land | | | | | | |
| Records of potentially infilled land (1:10,000) | 1 | 0 | 0* | - | - | - |
| *51-100m | | | | | | |
| 2. Landfill and Other Waste Sites | | | | | | |
| 2.1 SEPA Landfill Sites | 0 | 0 | 0 | 0 | 0 | - |
| 2.2 GroundSure Recorded Landfill Sites | 0 | 0 | 0 | 0 | 1 | 4 |
| 2.3 Operational Landfill Sites | 0 | 0 | 0 | 0 | 0 | - |
| 2.4 Non-Operational Landfill Sites | 0 | 0 | 0 | 0 | 1 | - |
| 2.5 Historic Waste Sites | | | | | | |
| Operational Waste Treatment, Transfer and Disposal Sites | 0 | 0 | 0 | 0 | - | - |
| Non-Operational Waste Treatment, Transfer and Disposal Sites | 0 | 0 | 0 | 0 | - | - |
| 2.6 SEPA Waste Sites | 0 | 0 | 0 | 0 | - | - |
| 3. Current Land Uses | | | | | | |
| 3.1 Current Industrial Sites Data | 0 | 1 | 6 | - | - | - |
| 3.2 Records of Petrol and Fuel Sites | 0 | 0 | 0 | 0 | - | - |
| 3.3 Part A(1), IPPC and historic IPC Authorisations | 0 | 0 | 0 | 0 | 0 | - |
| 3.4 Part A(2) or Part B Authorisations | 0 | 0 | 1 | - | - | - |
| 3.5 Underground High Pressure Oil and Gas Pipelines | 0 | 0 | 0 | 0 | - | - |
| 3.6 Sites Designated as Contaminated Land or under investigation under Part IIA of the Environmental Protection Act 1990 | 0 | 0 | 0 | 0 | - | - |
| 4. Geology and Hydrogeology | | | | | | |
| | | | | | | Description |

| | |
|--|-----|
| 4.1 Are there any records of Artificial Ground and Made Ground present beneath the study site? * | No |
| 4.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site? * | Yes |
| 4.3 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section. | |
| 4.4 Are there any records of Groundwater Classification within 250m of the study site? Source: Scale: 1:50,000 BGS Sheet 032W | Yes |

* This includes an automatically generated 50m buffer zone around the site.

| 5. Designated Environmentally Sensitive Sites | on-site | 0-50 | 51-250 | 251-500 | 501-1000 | 1001-2000 |
|--|---------|------|--------|---------|----------|-----------|
| 5.1 Records of Sites of Special Scientific Interest (SSSI) | 0 | 0 | 0 | 0 | - | - |
| 5.2 Records of National Nature Reserves (NNR) | 0 | 0 | 0 | 0 | - | - |
| 5.3 Records of Local Nature Reserves (LNR) | 0 | 0 | 0 | 0 | - | - |
| 5.4 Records of Special Areas of Conservation (SAC) | 0 | 0 | 0 | 0 | - | - |
| 5.5 Records of Special Protection Areas (SPA) | 0 | 0 | 0 | 0 | - | - |
| 5.6 Records of Ramsar sites | 0 | 0 | 0 | 0 | - | - |
| 5.7 Records of World Heritage Sites | 0 | 0 | 0 | 0 | - | - |
| 5.8 Records of Environmentally Sensitive Areas | 0 | 0 | 0 | 0 | - | - |
| 5.9 Records of Areas of Outstanding Natural Beauty (AONB) | 0 | 0 | 0 | 0 | - | - |
| 5.10 Records of National Parks | 0 | 0 | 0 | 0 | - | - |

6. Natural Hazards

| | |
|---|--|
| 6.1 What is the maximum risk of natural ground subsidence? | Negligible |
| 6.2 Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level? Is the property in an area where radon protection measures are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment? | The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level No radon protective measures are necessary |

7. Non CON29M Coal Mining Information

| | |
|--|-------------------|
| 7.1 Are there any coal mining areas within 75m of the study site? | Yes |
| 7.2 What is the risk of subsidence relating to shallow mining within 150m of the study site? | Low-Moderate |
| The Coal Authority CON29M Coal report | Appendix 1 |

Using this Report

The following report is designed by Environmental Consultants for Environmental Professionals bringing together the most up-to-date market leading environmental data. This report is provided under and subject to the Terms & Conditions agreed between GroundSure and the Client. The document contains the following sections:

1. Historical Industrial Sites

Provides information on past land uses that may pose a risk to the study site in terms of potential contamination from activities or processes. This search is conducted using radii of up to 250m.

2. Landfills and Other Waste Sites

Provides information on landfills and other waste sites that may pose a risk to the study site. This search is conducted using radii up to 1500m.

3. Current Land Use, Incidents and Registers

Provides information on the current land use as taken from PointX data, petrol filling stations, and Part A(1), Part A (2), Part B, IPPC and IPC Authorisations and sites designated as Contaminated Land in proximity to the property.

4. Environmental Setting

Provides information on the Sites of Special Scientific Interest (SSSI), National Nature Reserves (NNR), Special Areas of Conservation (SAC), Special Protection Areas (SPA), Ramsar sites, Local Nature Reserves (LNR), Areas of Outstanding Natural Beauty (AONB), National Parks (NP), Environmentally Sensitive Areas and World Heritage Sites. These searches are conducted using radii of up to 500m.

5. Geology and Hydrogeology

Provides information on artificial and superficial deposits and bedrock beneath the study site and groundwater vulnerability and soil classification.

6. Natural Hazards

Provides information on a range of natural hazards that may pose a risk to the study site. These factors include natural ground subsidence.

7. Mining

Provides information on areas of coal and shallow mining.

8. Contacts

This section of the report provides contact points for statutory bodies and data providers that may be able to provide further information on issues raised within this report. Alternatively, GroundSure provide a free Technical Helpline (08444 159000) for further information and guidance.

Note: Maps

Only certain features are placed on the maps within the report. All features represented on maps found within this search are given an identification number. This number identifies the feature on the mapping and correlates it to the additional information provided below. This identification number precedes all other information and takes the following format -Id: 1, Id: 2, etc. Where numerous features on the same map are in such close proximity that the numbers would obscure each other a letter identifier is used instead to represent the features. (e.g. Three features which overlap may be given the identifier "A" on the map and would be identified separately as features 1A, 3A, 10A on the data tables provided).

Where a feature is reported in the data tables to a distance greater than the map area, it is noted in the data table as "Not Shown".

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All distances given in this report are in Metres (m). Directions are given as compass headings such as N: North, E: East, NE: North East from the nearest point of the study site boundary.

GroundSure Risk Assessment Methodology

Framework

This report is designed to provide a basic environmental liability risk assessment for the purposes of transaction due diligence, financing arrangements and similar circumstances. The report comprises a basic risk assessment within the general principles of the source-pathway-receptor pollutant linkage model and with due regard for relevant publications issued by the Department of Environment, Food and Rural Affairs (and predecessor government departments) the British Standards Institute and the European Union.

Explicit opinion is provided with regard to potential liability for the property to be identified as "Contaminated Land" in accordance with the meaning set out in Part IIA of the Environmental Protection Act 1990. Consideration and due regard is also made of associated legislation that may lead to related statutory or third party environmental liability, including but not limited to the Water Resources Act 1991, the Water Act 2003, the Contaminated Land Regulations 2006, Environmental Permitting Regulations 2007.

This report does not contain a detailed Conceptual Site Model as required in Planning Policy Statement 23, however, it may prove highly effective in determining whether such further assessment is appropriate.

The report is based upon the information contained in subsequent dataset sections. Some datasets have been generated by and are unique to GroundSure, whilst others are provided by recognised bodies including the Environment Agency, British Geological Survey, Health Protection Agency, Local Authorities, etc. GroundSure may also have been provided with further details regarding the site by the client and / or his advisers. In the absence of such, GroundSure has made a best estimation regarding current and proposed land use. This report and the risk assessment presented is based purely upon this information.

In undertaking this report GroundSure has not, unless explicitly stated to the contrary, undertaken a site inspection, site investigation, consulted directly with the local authority with specific regard to the subject property or reviewed existing environmental reports. Whilst every effort is made to consider likely environmental liabilities on the basis of the information assessed, certain issues may only be readily discernible from physical site inspection and / or investigation.

Source - Pathway - Receptor Definitions

Sources of contamination include:

- Historic on-site and historic off-site sources
- Current on-site and current off-site sources

Pathways comprise:

- Mechanisms facilitating "receptor" exposure to contaminative "sources"

Receptors include:

- Human health i.e. site users, adjacent site users
- Controlled Waters i.e. groundwater, surface water
- Habitats and biodiversity
- Property, buildings and infrastructure

Risk Assessment Definitions

Acceptable Environmental Risk: Significant potential environmental liabilities have not been identified

In Need of Further Assessment: Significant potential environmental liabilities have been identified

Is there a risk of statutory (e.g. Part IIA EPA 1990) or third party action being taken against the site?

This response considers the risk of legal liability arising through ownership or occupation and use of the property through statutory or other third party claims.

Does the property represent Acceptable Banking Security from an environmental risk perspective?

Consideration is given to the suitability of the property as robust financial security for the purposes of secured lending facilities. An assumption is made here that the subject property is being considered in isolation and that normal commercial lending loan to value ratios are being considered.

GroundSure may in certain circumstances be able to make a specific lender liability assessment based on a full view of financial arrangements and hence the commercial context of the environmental risks.

Is there a risk that the property value may be impacted due to environmental liability issues?

This response sets out to advise whether environmental liabilities are likely to materially impact upon a standard Royal Institution of Chartered Surveyors valuation of the property necessitating further assessment.

What is the potential for environmental risk associated with property ownership i.e. that a prudent purchaser may wish to consider further?

Low: There are unlikely to be significant environmental liabilities associated with the property

Low-Moderate: There are unlikely to be significant environmental liabilities associated with the property with regard to the proposed use. However, minor issues may require further consideration and further assessment may be appropriate under certain circumstances e.g. redevelopment

Moderate: Some potential environmental liabilities are likely to reside with the property as a result of historical and / or current use. Whilst unlikely to represent an immediate significant issue, if left unchecked this position may change with time. A prudent purchaser may wish to make further enquiries of the vendor / undertake limited further due diligence / seek environmental improvements. Redevelopment of the site will likely require further, more detailed assessment.

Moderate-High: Some potential significant environmental liability issues have been identified at the property requiring further assessment. Should further information be available it may be possible to re-assess the risk. In the absence of sufficient further information, further assessment might comprise consultation with the environmental regulators / review of existing environmental reports / commissioning new environmental reports / consideration of environmental insurance.

High: Significant potential environmental liabilities have been identified at the property. Further detailed environmental due diligence will likely be required and may include review of existing environmental reports / commissioning new environmental reports including site investigations / consideration of environmental insurance / transaction restructuring.

1. Historical Industrial Sites

1.1 Potentially Contaminative Uses identified from High Detail (1:10,000 scale) Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information:

Records of sites with a potentially contaminative past land use within 250m of the search centre: 0

1.2 Additional Information – Historical Tank Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Records of historical tanks within 100m of the search centre: 0

Database searched and no data found.

1.3 Additional Information – Historical Energy Features Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Records of historical energy features within 100m of the search centre: 0

Database searched and no data found.

1.4 Additional Information – Historical Petrol and Fuel Site Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Records of historical petrol stations and fuel sites within 100m of the search centre: 0

Database searched and no data found.

1.5 Additional Information – Historical Garage and Motor Vehicle Repair Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

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Records of historical garage and motor vehicle repair sites within 100m of the search centre: 0

Database searched and no data found.

1.6 Potentially Infilled Land

Records of Potentially Infilled Features from 1:10,000 scale mapping within 100m of the study site: 1

The following Historical Potentially Infilled Features derived from the Historical Mapping information is provided by GroundSure:

| | Distance [m] | Direction | Use | Date |
|---|--------------|-----------|------|------|
| 3 | 0.0 | On Site | Pond | 1949 |

2. Landfill and Other Waste Sites Findings

2.1 GroundSure SEPA Landfill Sites Data

Records of SEPA landfill sites within 1500m of the study site

1

The following records are represented as points or polygons on the Landfill and Waste Sites map.

| ID | Distance [m] | Direction | Site Name | Landfill Type | Licence Number | Landfill or Waste Transfer landfill | Data Type |
|-----------|--------------|-----------|----------------------------|---------------|----------------|-------------------------------------|-----------|
| Not shown | 1379.0 | SE | Livingston Street Landfill | Inert Wastes | - | | Point |

2.2 GroundSure Recorded Landfill Sites

Records of landfill sites and refuse tips within 1500m of the study site

5

The following landfill records are represented as points or polygons on the Landfill and Other Waste Sites map:

| ID | Distance [m] | Direction | Site Address | Source | Data Type |
|-----------|--------------|-----------|--------------|--------------|-----------|
| Not shown | 788.0 | W | Refuse Tip | 1970 mapping | Polygon |
| Not shown | 1065.0 | NE | Refuse Tip | 1971 mapping | Polygon |
| Not shown | 1220.0 | E | Refuse Tip | 1974 mapping | Polygon |
| Not shown | 1346.0 | E | Refuse Tip | 1971 mapping | Polygon |
| Not shown | 1346.0 | E | Refuse Tip | 1971 mapping | Polygon |

2.3 Operational Landfill Sites

Records of operational landfill sites sourced from Landmark within 1000m of the study site:

0

Database searched and no data found.

2.4 Non-Operational Landfill Sites

Records of non-operational landfill sites sourced from Landmark within 1000m of the study site:

1

The following landfill records are represented as points on the Landfill and Other Waste Sites map:

| ID | Distance [m] | Direction | NGR | Details |
|----|--------------|-----------|-------------------|---|
| 7 | 630.0 | NE | 305100, 671400 | Site Address: Uphall Golf Club, Uphall, BROXBURN, West Lothian, Landfill Licence: S7DACTAL Agency Reference: Waste Type: Inert Waste Description: Inert Landfill Known Restrictions: No known restriction on source of waste Record Date: 01-Apr-1991 Transfer Date: Modification Date: Status: Licence lapsed/cancelled/defunct/not applicable/surrendered Category: LANDFILL Regulator: SEPA - East Region (Edinburgh) Size: Undefined |

2.5 Historic Waste Sites

Records of operational waste treatment, transfer or disposal sites within 500m of the study site: 0

Database searched and no data found.

Records of non-operational waste treatment, transfer or disposal sites within 500m of the study site: 0

Database searched and no data found.

2.6 GroundSure SEPA Waste Sites Data

Records of SEPA waste sites within 500m of the study site 0

Database searched and no data found.

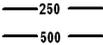
3. Current Land Use Map



Current Land Use and Environmental Permit Legend



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- | | | |
|--|--|--|
|  Search Centre |  Current Industrial Features |  Petrol & Fuel Sites |
|  Search Buffers (m) |  Part A(1), IPPC and IPC Authorisations |  Underground High Pressure Oil & Fuel Pipelines |
| |  Part A(2) and Part B Authorisations |  Sites Determined or Investigated as Contaminated Land Under Part IIA |

3. Current Land Uses

3.1 Current Industrial Data

Records of potentially contaminative industrial sites within 250m of the study site:

7

The following records are represented as points on the Current Land Uses map.

| ID | Distance | Direction | Company | Address | Activity | Category |
|----|----------|-----------|--|--|---|-------------------------------|
| 1 | 45.0 | SW | John Martin | 6a, Craiglaw, Dechmont, Broxburn, EH52 6LU | Electrical Equipment Repair and Servicing | Repair and Servicing |
| 2 | 120.0 | NE | Paul Cairns Trading at the Smithy | The Smithy Houstoun Mains, Broxburn, EH52 6JU | Metalworkers Including Blacksmiths | Construction Services |
| 3 | 137.0 | W | C & J Pittendrigh Agricultural Contractors | 1, Burnhouse Drive, Dechmont, Broxburn, EH52 6NA | Agricultural Contractors | Contract Services |
| 4 | 183.0 | SW | Electricity Sub Station | EH52 | Electrical Features | Infrastructure and Facilities |
| 5 | 192.0 | E | Floor It All | Houston Mains Holdings, Broxburn, West Lothian, EH52 6PA | Construction Completion Services | Construction Services |
| 6A | 204.0 | SW | Gas Governor Station | EH52 | Gas Features | Infrastructure and Facilities |
| 7A | 209.0 | SW | Gas Governor | EH52 | Gas Features | Infrastructure and Facilities |

3.2 Petrol and Fuel Sites

Records of petrol or fuel sites within 500m of the study site:

0

Database searched and no data found.

3.3 Part A(1), IPPC and Historic IPC Authorisations

Records of Part A(1), IPPC and historic IPC Authorisations within 1000m of the study site:

0

Database searched and no data found.

3.4 Part A(2) and Part B Authorisations

Records of Part A(2) and Part B Authorisations within 250m of the study site:

1

The following Licenses are represented as points on the Current Land Use map:

| ID | Distance [m] | Direction | Address | Operator | Processes Undertaken | License Reference |
|----|--------------|-----------|--|-------------------|----------------------|-------------------|
| 8 | 243.0 | W | , Royston Petrol Station, A89 West Dechmont, Broxburn, | Brownwight & Wall | Petroleum Process | PPC/B/1005062 |

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3.5 Underground High Pressure Oil and Gas Pipelines

Records of high pressure underground pipelines within 500m of the study site: 0

Database searched and no data found.

3.6 Sites Determined as Contaminated Land under Part IIA EPA 1990¹

How many sites does the Local Authority hold information on under Section 78R of the Environmental Protection Act 1990 within 500m of the study site: 0

Database searched and no data found.

¹Further information on sites that have been determined under the Contaminated Land Regime is maintained by Local Authorities under Section 78R of the Environmental Protection Act 1990. Information should be available on both sites currently determined as Contaminated Land and Special Sites.

4. Geology

4.1 Artificial Ground and Made Ground

Database searched and no data found.
 The database has been searched on site, including a 50m buffer.

4.2 Superficial Ground and Drift Geology

The database has been searched on site, including a 50m buffer.

| Lex Code | Description | Rock Type |
|------------|-----------------|-----------------------------|
| TILLD-DMTN | TILL, DEVENSIAN | DIAMICTON |
| ALV-CSSG | ALLUVIUM | CLAY, SILT, SAND AND GRAVEL |

(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

4.3 Bedrock and Solid Geology

The database has been searched on site, including a 50m buffer.

| LEX Code | Description | Rock Type |
|----------|-----------------|---|
| HON-MEAS | HOPETOUN MEMBER | SEDIMENTARY ROCK CYCLES, STRATHCLYDE GROUP TYPE |

(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

For more detailed geological and ground stability data please refer to the "GroundSure Geology and Ground Stability Report". Available from our website.

4.4 Groundwater Vulnerability and Soil Classification

Are there any records of Groundwater Classification within 250m of the site? Yes

The following groundwater information is not represented on mapping:

| Distance [m] | Direction | Description | Type | Layer | Rock Description |
|--------------|-----------|--|--|-------|---------------------------------------|
| 0.0 | On Site | Aquifers in which flow is dominantly in fissures and other discontinuities | Highly productive aquifers (not extensive) | SOLID | Carboniferous: Dinantian and Namurian |

5. Designated Environmentally Sensitive Sites Map



Designated Environmentally Sensitive Sites Legend

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- Site Outline
- Search Buffers (m)
— 250 —
— 500 —
- SAC
- SPA
- SSSI
- Ramsar
- NNR
- National Parks
- World Heritage Sites
- LNR
- Areas of Outstanding Natural Beauty
- Environmentally Sensitive Areas

5. Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 500m of the study site? No

Records of Sites of Special Scientific Interest (SSSI) within 500m of the study site: 0

Database searched and no data found.

Records of National Nature Reserves (NNR) within 500m of the study site: 0

Database searched and no data found.

Records of Special Areas of Conservation (SAC) within 500m of the study site: 0

Database searched and no data found.

Records of Special Protection Areas (SPA) within 500m of the study site: 0

Database searched and no data found.

Records of Ramsar sites within 500m of the study site: 0

Database searched and no data found.

Records of Local Nature Reserves (LNR) within 500m of the study site: 0

Database searched and no data found.

Records of World Heritage Sites within 500m of the study site: 0

Database searched and no data found.

Records of Environmentally Sensitive Areas within 500m of the study site: 0

Database searched and no data found.

Records of Areas of Outstanding Natural Beauty (AONB) within 500m of the study site: 0

Database searched and no data found.

Records of National Parks (NP) within 500m of the study site: 0

Database searched and no data found.

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6. Natural Hazards Findings

6.1 Detailed BGS GeoSure Data

BGS GeoSure Data has been searched to 50m. The data is included in tabular format. If you require further information on geology and ground stability, please obtain a GroundSure GeoInsight, available from our website. The following information has been found:

6.1.1 Shrink Swell

What is the maximum Shrink-Swell* hazard rating identified on the study site? Null - Negligible

Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.

6.1.2 Landslides

What is the maximum Landslide* hazard rating identified on the study site? Very Low

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

| Hazard |
|---|
| Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides. |

6.1.3 Soluble Rocks

What is the maximum Soluble Rocks* hazard rating identified on the study site? Null - Negligible

Soluble rocks are not present in the search area. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

6.1.4 Compressible Ground

What is the maximum Compressible Ground* hazard rating identified on the study site? Null - Negligible

No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.

6.1.5 Collapsible Rocks

What is the maximum Collapsible Rocks* hazard rating identified on the study site? Null - Negligible

No indicators for collapsible deposits identified; No special actions required to avoid problems due to collapsible

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deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with collapsible deposits.

6.1.6 Running Sand

What is the maximum Running Sand* hazard rating identified on the study site? Null - Negligible

No indicators for running sand identified. No special actions required to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.

* This indicates an automatically generated 50m buffer and site.

6.2 Radon

What is the maximum radon potential at the study site? The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level

Is the property in an area where radon protection measures are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?

No radon protective measures are necessary

Guidance: The responses given on the level of radon protective measures required are based on the 2008 5km radon atlas of Scotland from the Health Protection Agency (HPA). No radon protection measures are required.

7. Non CON29M Mining Information

7.1 Coal Mining

Are there any coal mining areas within 75m of the study site?

Yes

A Coal Authority CON29M Coal Mining Report is provided in Appendix 1 at the end of this report.

7.2 Shallow Mining

What is the hazard of subsidence relating to shallow mining on site (including a 150m buffer) ?

Low-Moderate

Guidance: Where low-moderate potential is indicated, this means that the rocks underlying the area are of a type known to have been mined at shallow depth in some parts of the UK, and that such working may be possible in your area. In these cases it is recommended that you seek further advice from a Royal Institute Chartered Surveyor (RICS), the local Building Control Officer, or by ordering a Geological Report from the BGS. It is also recommended that you obtain a Coal Authority mining search, which will provide a comprehensive search of former mining activity, including coal mining at deeper levels.

8. Contacts

The Coal Authority Property Search Services

200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG

Email: groundstability@coal.gov.uk

Web: www.groundstability.com



British Geological Survey (England & Wales)

Kingsley Dunham Centre

Keyworth, Nottingham NG12 5GG

Tel: 0115 936 3143. Fax: 0115 936 3276. Email:

enquiries@bgs.ac.uk

Web: www.bgs.ac.uk

BGS Geological Hazards Reports and general geological enquiries



Scottish Environment Protection Agency

Web: www.sepa.org.uk

See website for local office contact details



The Coal Authority

200 Lichfield Lane, Mansfield, Notts NG18 4RG

Tel: 0845 762 6848. DX 716176 Mansfield 5

www.groundstability.com

Coal mining reports and related enquiries



Health Protection Agency

Chilton, Didcot, Oxon, OX11 0RQ

Tel: 01235 822622 www.hpa.org.uk/radiation

Radon measures and general radon information and guidance



Ordnance Survey

Romsey Road

Southampton SO16 4GU

Tel: 08456 050505



Local Authority

Authority: West Lothian Council

Phone: 01506 775000

Web: <http://www.wlonline.org/>

Address: West Lothian House, Almondvale Boulevard, Livingston, West Lothian, EH54 6QG

Get Mapping PLC

Virginia Villas, High Street, Hartley Witney, Hampshire RG27 8NW

Tel: 01252 845444



Acknowledgements

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Site of Special Scientific Interest, National Nature Reserve, Ramsar Site, Special Protection Area, Special Area of Conservation data is provided by, and used with the permission of, Scottish Natural Heritage who retain the Copyright and Intellectual Property Rights for the data.

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Search Code

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- sets out minimum standards which firms compiling and selling search reports have to meet
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TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

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If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Operations Director, GroundSure Ltd, Lees House, 21 Dyke Road, Brighton, BN1 3FE.
Tel: 08444 159 000. Email: info@groundsure.com

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

"Beneficiary" means the Client or the customer of the Client for whom the Client has procured the Services.

"Commercial" means any building which is not Residential.

"Commission" means an order for Consultancy Services submitted by a Client.

"Consultancy Services" mean consultancy services provided by GroundSure including, without limitation, carrying out interpretation of third party and in-house environmental data, provision of environmental consultancy advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

"Contract" means the contract between GroundSure and the Client for the performance of the Services which arises upon GroundSure's acceptance of an Order or Commission and which shall incorporate these conditions, the relevant GroundSure User Guide, proposal by GroundSure and the content of any subsequent report, and any agreed amendments in accordance with clause 11.

"Client" means the party that submits an Order or Commission.

"Data Provider" means any third party providing Third Party Content to GroundSure.

"Data Report" means reports comprising factual data with no professional interpretation in respect of the level of likely risk and/or liability available from GroundSure.

"GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ.

"GroundSure Materials" means all materials prepared by GroundSure as a result of the provision of the Services, including but not limited to Data Reports, Mapping and Risk Screening Reports.

"Intellectual Property" means any patent, copyright, design rights, service marks, moral rights, data protection rights, know-how, trade mark or any other intellectual property rights.

"Mapping" an historical map or a combination of historical maps of various ages, time periods and scales available from GroundSure.

"Order" means an order form submitted by the Client requiring Services from GroundSure in respect of a specified Site.

"Order Website" means online platform via which Orders may be placed.

"Report" means a Risk Screening Report or Data Report for commercial or residential property available from GroundSure relating to the Site prepared in accordance with the specifications set out in the relevant User Guide.

"Residential" means any building used as or suitable for use as an individual dwelling.

"Risk Screening Report" means one of GroundSure's risk screening reports, comprising factual data with interpretation in respect of the level of likely risk and/or liability, excluding **"Consultancy Services"**.

"Services" means the provision of any Report, Mapping or Consultancy Services which GroundSure has agreed to carry out for the Client/Beneficiary on these terms and conditions in respect of the Site.

"Site" means the landsite in respect of which GroundSure provides the Services.

"Third Party Content" means any data, database or other information contained in a Report or Mapping which is provided to GroundSure by a Data Provider.

"User Guide" means the relevant current version of the user guide, available upon request from GroundSure.

2 Scope of Services

2.1 GroundSure agrees to carry out the Services in accordance with the Contract and to the extent set out therein.

2.2 GroundSure shall exercise all the reasonable skill, care and diligence to be expected of experienced environmental consultants in the performance of the Services.

2.3 The Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in the Contract.

2.4 Terms and conditions appearing on a Client's order form, printed stationery or other communication, including invoices, to GroundSure, its employees, servants, agents or other representatives or any terms implied by custom, practice or course of dealing shall be of no effect and these terms and conditions shall prevail over all others.

2.5 If a Client/Beneficiary requests insurance in conjunction with or as a result of the Services, GroundSure shall use reasonable endeavours to procure such insurance, but makes no warranty that such insurance shall be available from insurers or offered on reasonable terms. GroundSure does not endorse or recommend any particular insurance product, policy or insurer. Any insurance purchased shall be subject solely to the terms of the policy issued by insurers and GroundSure will have no liability therefor. The Client/Beneficiary should take independent advice to ensure that the insurance policy requested and/or offered is suitable for its requirements.

2.6 GroundSure's quotations/proposals are valid for a period of 30 days only. GroundSure reserves the right to withdraw any quotation at any time before GroundSure accepts an Order or Commission. GroundSure's acceptance of an Order or Commission shall be effective only where such acceptance is in writing and signed by GroundSure's authorised representative or where accepted via GroundSure's Order Website.

3 The Client's obligations

3.1 The Client shall ensure the Beneficiary complies with and is bound by the terms and conditions set out in the Contract and shall provide that GroundSure may in its own right enforce such terms and conditions against the Beneficiary pursuant to the Contracts (Rights of Third parties) Act 1999. The Client shall be liable for all breaches of the Contract by the Beneficiary as if they were breaches by the Client. The Client shall be solely responsible for ensuring that the Report/Mapping ordered is appropriate and suitable for the Beneficiary's needs.

3.2 The Client shall (or shall procure that the Beneficiary shall) supply to GroundSure as soon as practicable and without charge all information necessary and accurate relevant data including any specific and/or unusual environmental information relating to the Site known to the Client/Beneficiary which may pertain to the Services and shall give such assistance as GroundSure shall reasonably require in the performance of the Services (including, without limitation, access to a Site, facilities and equipment as agreed in the Contract).

3.3 Where Client/Beneficiary approval or decision is required, such approval or decision shall be given or procured in reasonable time as not to delay or disrupt the performance of any other part of the Services.

3.4 The Client shall not and shall not knowingly permit the Beneficiary to, save as expressly permitted by these terms and conditions, re-sell, alter, add to, amend or use out of context the content of any Report, Mapping or, in respect of any Services, information given by GroundSure. For the avoidance of doubt, the Client and Beneficiary may make the Report, Mapping or GroundSure's findings available to a third party who is considering acquiring the whole or part of the Site, or providing funding in relation to the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.

3.5 The Client is responsible for maintaining the confidentiality of its user name and password if using GroundSure's internet ordering service and accepts responsibility for all activity that occurs under such account and password.

4 Reliance

4.1 Upon full payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in clauses 4.2 and 4.3.

4.2 In relation to Data Reports, Mapping and Risk Screening Reports, the Client shall be entitled to make Reports available to (i) the Beneficiary, (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate), (iv) the first purchaser or first tenant of the Site (v) the professional advisers and lenders of the first purchaser or tenant of the Site. Accordingly GroundSure shall have the same duties and obligations to those persons in respect of the Services as it has to the Client and those persons shall have the benefit of any of the Client's rights under the Contract as if those persons were parties to the Contract. For the avoidance of doubt, the limitations of GroundSure's liability as set out in clauses 7 and 11.6 shall apply.

4.3 In relation to Consultancy Services, reliance shall be limited to the Client, Beneficiary and named parties on the Report.

4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise agreed in writing with GroundSure, any other party considering the information supplied by GroundSure as part of the Services, including (but not limited to) insurance underwriters, does so at their own risk and GroundSure has no legal obligations to such party unless otherwise agreed in writing.

4.5 The Client shall not and shall not knowingly permit any person (including the Beneficiary) who is provided with a copy of any Report, (except as permitted herein or by separate agreement with GroundSure) to: (a) remove, suppress or modify any trade mark, copyright or other proprietary marking from the Report or Mapping; (b) create any product which is derived directly or indirectly from the data contained in the Report or Mapping; (c) combine the Report or Mapping with, or incorporate the Report or Mapping into any other information data or service; or (d) re-format or otherwise change (whether by modification, addition or enhancement) data or images contained in the Report or Mapping.

4.6 Notwithstanding clause 4.5, if the Client acts in a professional capacity, it may make reasonable use of a Report and/or findings made as a result of Consultancy Services to advise Beneficiaries. However, GroundSure shall have no liability in respect of any opinion or report given to such Beneficiaries by the Client or a third party.

5 Fees and Disbursements

5.1 GroundSure shall charge the Client fees at the rate and frequency specified in the Contract together, in the case of Consultancy Services, with all proper disbursements incurred by GroundSure in performing the Services. For the avoidance of doubt, the fees payable for the Services are as set out in GroundSure's written proposal, Order Website or Order acknowledgement form. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services.

5.2 Unless GroundSure requires prepayment, the Client shall promptly pay all fees disbursements and other monies due to GroundSure in full without deduction, counterclaim or set off together with such value added tax or other tax as may be required within 30 days from the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("**Payment Date**"). GroundSure reserves the right to charge interest which shall accrue on a daily basis from 30 days after the date of Payment Date until the date of payment (whether before or after judgment) at the rate of five per cent per annum above the Bank of England base rate from time to time.

5.3 In the event that the Client disputes the amount payable in respect of GroundSure's invoice it shall notify GroundSure no later than 28 days after the date thereof that it is in dispute. In default of such notification the Client shall be deemed to have agreed the amount thereof. As soon as reasonably practicable following receipt of a notification in respect of any disputed invoice, a member of the management team at GroundSure shall contact the Client and the parties shall use all reasonable endeavours to resolve the dispute.

6 Intellectual Property and Confidentiality

6.1 Subject to the provisions of clause 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services and Content are and shall remain owned by either GroundSure or the Data Providers and nothing in these terms purports to transfer or assign any rights to the Client or the Beneficiary in respect of the Intellectual Property.

6.2 The Client shall acknowledge the ownership of the **Third Party Content** where such **Third Party Content** is incorporated or used in the Client's own documents, reports, systems or services whether or not these are supplied to a third party.

6.3 Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client acknowledges that the proprietary rights subsisting in copyright, database rights and any other intellectual property rights in respect of any data and information contained in any Report are and shall remain (subject to clause 11.1) the property of GroundSure and/or any third party that has supplied data or information used to create a Report, and that these conditions do not purport to grant, assign or transfer any such rights in respect thereof to a Client and/or a Beneficiary.

6.5 The Client shall (and shall procure that any recipients of the Report as permitted under clause 4.2 shall):

(i) not remove, suppress or modify any trademark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;

(ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;

Report Reference: TCA-TEST-248648

- (iii) not create any product or report which is derived directly or indirectly from the data contained in the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
 - (iv) not combine the Services with or incorporate such Services into any other information data or service; and
 - (v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this clause 6.5(v) where such reformatting is in the normal course of providing advice based upon the Services), in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.
- 6.6 The Client and/or Beneficiary shall and shall procure that any party to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.
- 6.8 Save as otherwise set out in these terms and conditions, any information provided by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") shall be treated as confidential and only used for the purposes of these terms and conditions, except in so far as the Receiving Party is authorised by the Disclosing Party to provide such information in whole or in part to a third party.

7 Liability

THE CLIENT'S ATTENTION IS DRAWN TO THIS PROVISION

- 7.1 Subject to the provisions of this clause 7, GroundSure shall be liable to the Beneficiary only in relation to any direct losses or damages caused by any negligent act or omission of GroundSure in preparing the GroundSure Materials and provided that the Beneficiary has used all reasonable endeavours to mitigate any such losses.
- 7.2 GroundSure shall not be liable for any other losses or damages incurred by the Beneficiary, including but not limited to:
- (i) loss of profit, revenue, business or goodwill, losses relating to business interruption, loss of anticipated savings, loss of or corruption to data or for any special, indirect or consequential loss or damage which arise out of or in connection with the GroundSure Materials or otherwise in relation to a Contract;
 - (ii) any losses or damages that arise as a result of the use of all or part of the GroundSure Materials in breach of these terms and conditions or contrary to the terms of the relevant User Guide;
 - (iii) any losses or damages that arise as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such part is based on any Third Party Content or any reasonable interpretation of Third Party Content. The Client accepts, and shall procure that any other Beneficiary shall accept, that it has no claim or recourse to any Data Provider in relation to Third Party Content; and/or
 - (iv) any loss or damage to a Client's computer, software, modem, telephone or other property caused by a delay or loss of use of GroundSure's internet ordering service.
- 7.3 GroundSure's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the GroundSure Materials or otherwise in relation to the Contract shall be limited to £10 million in total (i) for any one claim or (ii) for a series of connected claims brought by one or more parties.
- 7.4 For the duration of the liability periods set out in clauses 7.5 and 7.6 below, GroundSure shall maintain professional indemnity insurance in respect of its liability under these terms and conditions provided such insurance is readily available at commercially viable rates. GroundSure shall produce evidence of such insurance if reasonably requested by the Client. A level of cover greater than GroundSure's current level of cover may be available upon request and agreement with the Client.
- 7.5 Any claim under the Contract in relation to Data Reports, Mapping and Risk Screening Reports, must be brought within six years from the date when the Beneficiary became aware that it may have a claim and in no event may a claim be brought twelve years or more after completion of such a Contract. For the avoidance of doubt, any claim in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause 7.5 shall survive the expiry of those time periods provided the claim is actually commenced within six months of notification.
- 7.6 Any claim under the Contract in relation to Consultancy Services, must be brought within six years from the date the Consultancy Services were completed.
- 7.7 The Client accepts and shall procure that any other Beneficiary shall accept that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of any Data Provider and/or any Third Party Content provided by a Data Provider.
- 7.8 Nothing in these terms and conditions:
- (i) excludes or limits the liability of GroundSure for death or personal injury caused by GroundSure's negligence, or for fraudulent misrepresentation; or
 - (ii) shall affect the statutory rights of a consumer under the applicable legislation.

8 GroundSure right to suspend or terminate

- 8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:
- (i) the Client shall fail to pay any sum due to GroundSure within 28 days of the Payment Date; or
 - (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
 - (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
 - (iv) the Client or the Beneficiary breaches any material term of the Contract (including, but not limited to, the obligations in clause 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.

9 Client's Right to Terminate and Suspend

- 9.1 Subject to clause 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.
- 9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.

10 Consequences of Withdrawal, Termination or Suspension

- 10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/ Beneficiary in GroundSure's possession or control.
- 10.2 In the event of termination/suspension of the Contract under clauses 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.

11 General

- 11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.
- 11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.
- 11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.
- 11.4 Save as expressly provided in clauses 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey may enforce breach of clause 6.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
 - (ii) fire, storm, flood, tempest or epidemic;
 - (iii) Acts of God or the public enemy;
 - (iv) riot, civil commotion or war;
 - (v) strikes, labour disputes or industrial action;
 - (vi) acts or regulations of any governmental or other agency;
 - (vii) suspension or delay of services at public registries by Data Providers; or
 - (viii) changes in law.
- 11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.
- 11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.
- 11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 11.12 If the Client or Beneficiary has a complaint about the Services, notice can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will respond in a timely manner.

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Appendix 1
**The Coal Authority CON29M Coal
Mining report**

The COAL AUTHORITY

Issued by:

The Coal Authority, Property Search Services, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG

Website: www.groundstability.com Phone: 0845 762 6848 DX 716176 MANSFIELD 5

R F BLACKHALL & PARTNERS
108 BIGGAR ROAD
EDINBURGH
EH10 7DU

Our reference: **51000030455001**
Your reference: **12/004 Dechmont**
Date of your enquiry: **02 February 2012**
Date we received your enquiry: **02 February 2012**
Date of issue: **03 February 2012**

This report is for the property described in the address below and the attached plan.

Non-Residential Enviro All-in-One - On Coalfield

DECHMONT, DECHMONT, WEST LOTHIAN,

This report is based on and limited to the records held by the Coal Authority, at the time we answer the search.

Coal mining

See comments below

Information from the Coal Authority

Underground coal mining

Past

According to the records in our possession, the property is not within the zone of likely physical influence on the surface from past underground workings.

However the property is in an area where the Coal Authority believe there is coal at or close to the surface. This coal may have been worked at some time in the past.

Present

The property is not in the likely zone of influence of any present underground coal workings.

Future

The property is not in an area for which the Coal Authority is determining whether to grant a licence to remove coal using underground methods.

The property is not in an area for which a licence has been granted to remove or otherwise work coal using underground methods.

The property is not in an area that is likely to be affected at the surface from any planned future workings.

However, reserves of coal exist in the local area which could be worked at some time in the future.

No notice of the risk of the land being affected by subsidence has been given under section 46 of the Coal Mining Subsidence Act 1991.

Mine entries

There are no known coal mine entries within, or within 20 metres of, the boundary of the property.

Records may be incomplete. Consequently, there may exist in the local area mine entries of which the Coal Authority has no knowledge.

Coal mining geology

The Authority is not aware of any evidence of damage arising due to geological faults or other lines of weakness that have been affected by coal mining.

Opencast coal mining

Past

The property is not within the boundary of an opencast site from which coal has been removed by opencast methods.

Present

The property does not lie within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.

Future

The property is not within 800 metres of the boundary of an opencast site for which the Coal Authority is determining whether to grant a licence to remove coal by opencast methods.

The property is not within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted.

Coal mining subsidence

The Coal Authority has not received a damage notice or claim for the subject property, or any property within 50 metres, since 31st October 1994.

There is no current Stop Notice delaying the start of remedial works or repairs to the property.

The Authority is not aware of any request having been made to carry out preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

Mine gas

There is no record of a mine gas emission requiring action by the Coal Authority within the boundary of the property.

Hazards related to coal mining

The property has not been subject to remedial works, by or on behalf of the Authority, under its Emergency Surface Hazard Call Out procedures.

Withdrawal of support

The property is not in an area for which a notice of entitlement to withdraw support has been published.

The property is not in an area for which a notice has been given under section 41 of the Coal Industry Act 1994, revoking the entitlement to withdraw support.

Working facilities orders

The property is not in an area for which an Order has been made under the provisions of the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof.

Payments to owners of former copyhold land

The property is not in an area for which a relevant notice has been published under the Coal Industry Act 1975/Coal Industry Act 1994.

Comments on Coal Authority information

In view of the mining circumstances a prudent developer would seek appropriate technical advice before any works are undertaken.

Therefore if development proposals are being considered, technical advice relating to both the investigation of coal and former coal mines and their treatment should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or mines of coal without the permission of the Coal Authority. Developers should be aware that the investigation of coal seams/former mines of coal may have the potential to generate and/or displace underground gases and these risks both under and adjacent to the development should be fully considered in developing any proposals. The need for effective measures to prevent gases entering into public properties either during investigation or after development also needs to be assessed and properly addressed. This is necessary due to the public safety implications of any development in these circumstances.

Additional Remarks

This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority Terms and Conditions 2006.

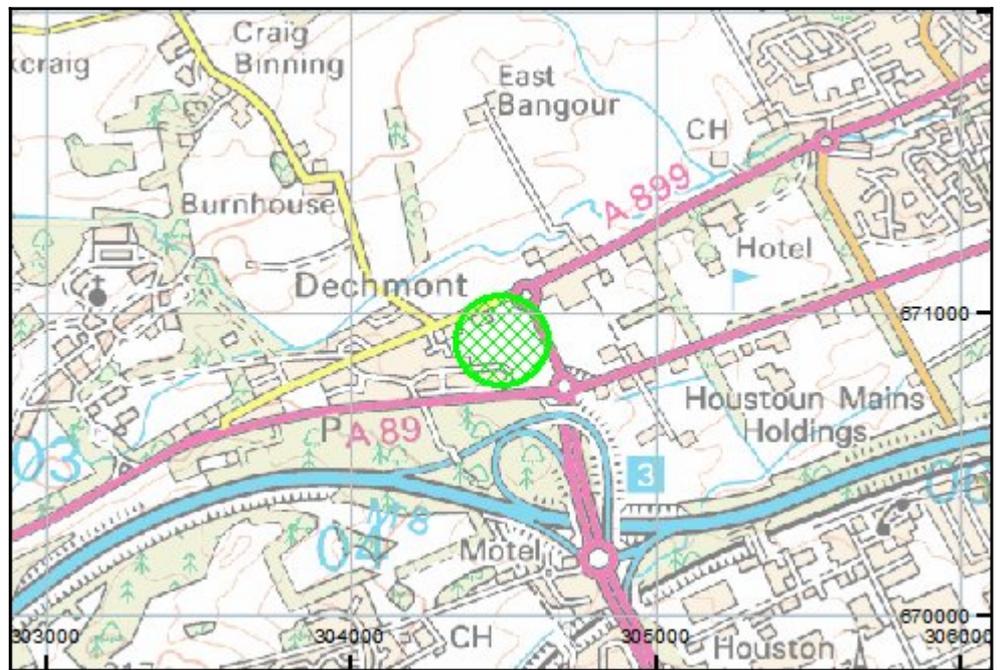
The Coal Authority owns the copyright in this report. The information we have used to write this report is protected by our database right. All rights are reserved and unauthorised use is prohibited. If we provide a report for you, this does not mean that copyright and any other rights will pass to you. However, you can use the report for your own purposes.

| | |
|----------------------|---|
| Issued by: | The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG |
| Tax Point Date: | 02 February 2012 |
| Issued to: | R F Blackhall & Partners |
| Property Search for: | DECHMONT, DECHMONT, WEST LOTHIAN, |
| Reference Number: | 51000030455001 |
| Date of Issue: | 03 February 2012 |
| Cost: | £189.00 |
| VAT @ 20%: | £37.80 |
| Total Received: | £226.80 |
| VAT Registration | 598 5850 68 |

Location map



Approximate position of property

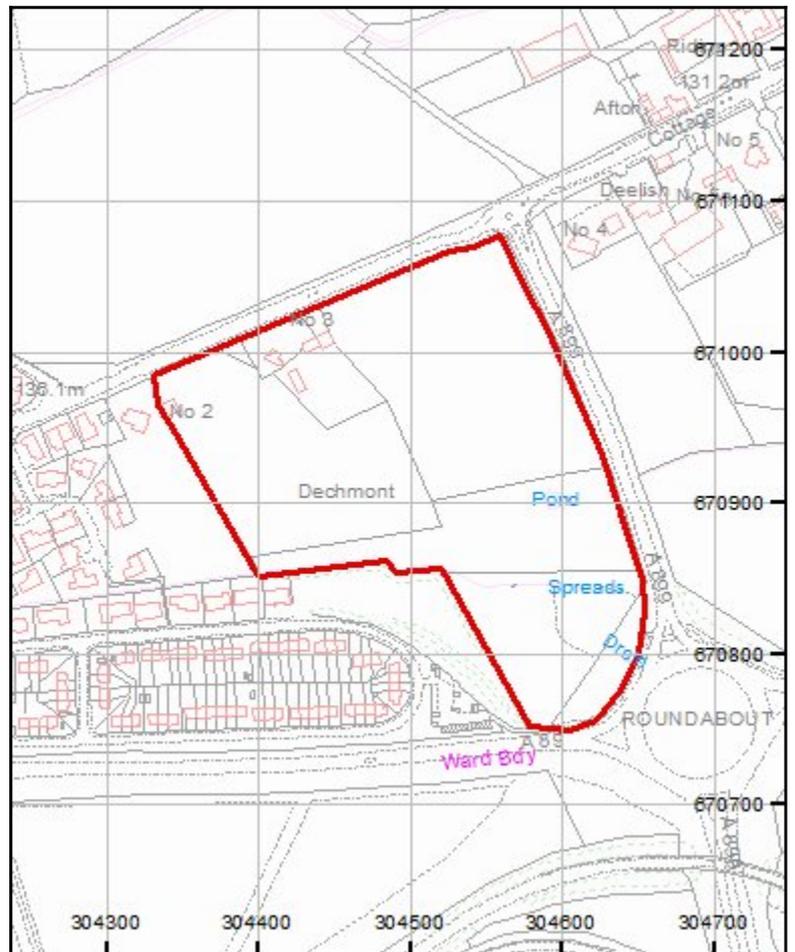


Enquiry boundary

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Key

Approximate position of enquiry boundary shown



Appendix – Historical Maps

Index Map

For ease of identification, your site and buffer have been split into Slices, Segments and Quadrants. These are illustrated on the Index Map opposite and explained further below.

Slice

Each slice represents a 1:10,000 plot area (2.7km x 2.7km) for your site and buffer. A large site and buffer may be made up of several slices (represented by a red outline), that are referenced by letters of the alphabet, starting from the bottom left corner of the slice "grid". This grid does not relate to National Grid lines but is designed to give best fit over the site and buffer.

Segment

A segment represents a 1:2,500 plot area. Segments that have plot files associated with them are shown in dark green, others in light blue. These are numbered from the bottom left hand corner within each slice.

Quadrant

A quadrant is a quarter of a segment. These are labelled as NW, NE, SW, SE and are referenced in the datasheet to allow features to be quickly located on plots. Therefore a feature that has a quadrant reference of A7NW will be in Slice A, Segment 7 and the NW Quadrant.

A selection of organisations who provide data within this report:



Envirocheck reports are compiled from 136 different sources of data.

Client Details

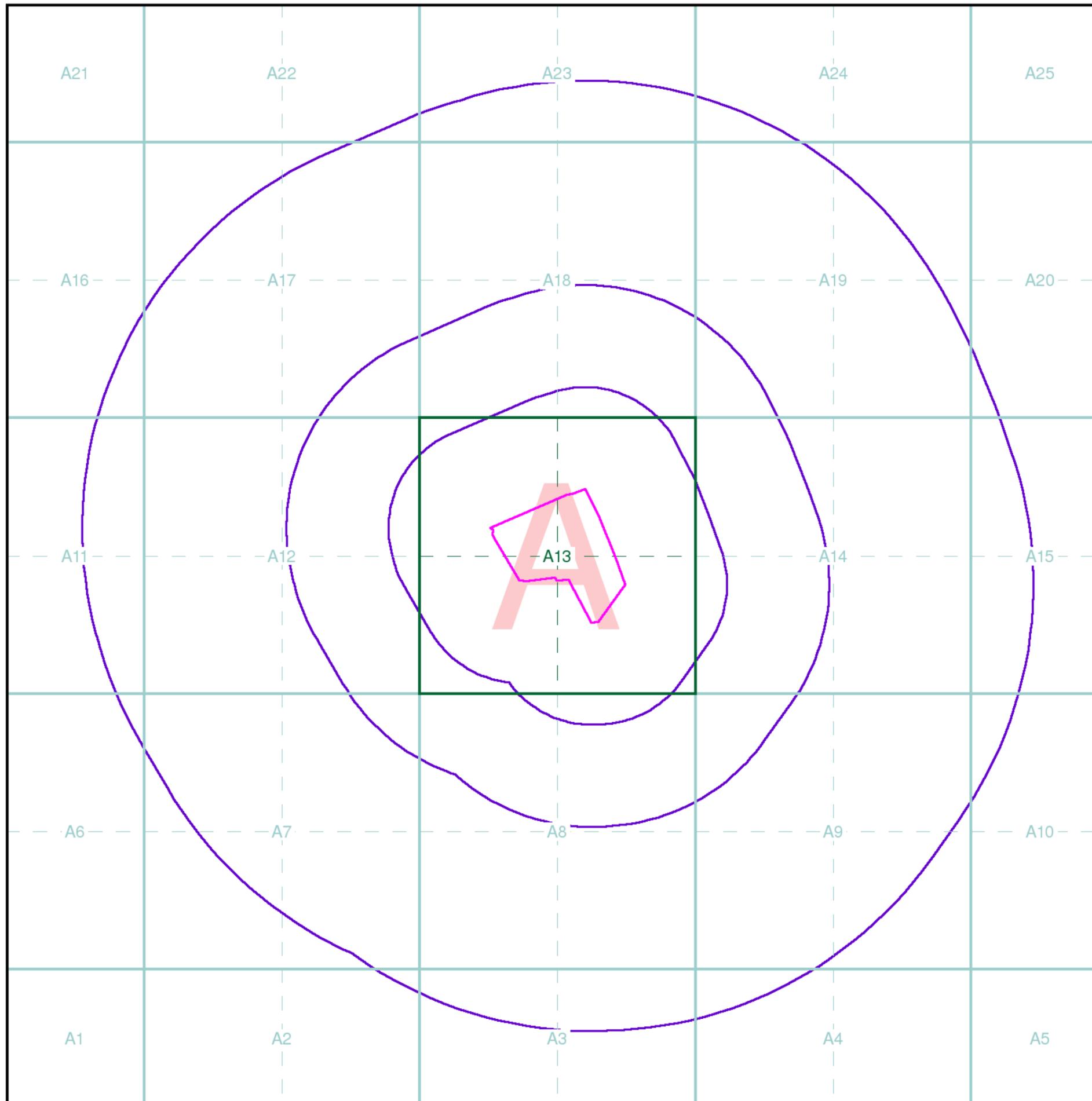
Mr R Blackhall, RF Blackhall & Partners, 68 High Street, Innerleithen, EH44 6HF

Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670930
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



LANDMARK STANDARD TERMS AND CONDITIONS

Version 6.05 5 Nov 2011

DEFINITIONS

In these Terms, the following terms have the following meanings:

"Agreement" has the meaning set out in clause 1.d.

"Authorised Reseller" means an agent or reseller who We have duly appointed to resell Our Reports and Services.

"Consumer" means a natural person acting for purposes other than his trade, business or profession.

"Content" means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by or through the Websites, in Reports or Services or in any other way by Us and shall include both material developed by or on behalf of Us and Third Party Content.

"End User" means either: (i) a Consumer or a Consumer's friend or family member who uses the Services provided to the Consumer; or (ii) where You are not a Consumer, an employee of Yours who uses the Services provided to You; or (iii) a person identified in clause 2.b or their respective employees.

"Fees" means any charges levied by Us or an Authorised Reseller for Services provided to You.

"First Purchaser" means the first person, or legal entity to purchase the Property Site following provision of a Report.

"First Purchaser's Lender" means the funding provider for the First Purchaser.

"Information Pack" means a pack compiled by or on behalf of the owner or prospective buyer of the Property Site, designed to aid the marketing or purchase of the Property Site and containing information provided by or on behalf of the owner or prospective buyer of the Property Site.

"Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right or other data right, moral right or know how or any other intellectual property right.

References to "We", "Us" and "Our" are references to Landmark Information Group Limited, whose registered office is 7 Abbey Court, Eagle Way, Exeter, EX2 7HY.

"Order" means the request for Services from Us by You.

"Property Site" means a land site in relation to which We provide a Service.

"Report" includes any information that We supply to You including all reports, services, datasets, software or information contained in them.

"Services" means the provision of any service by Us pursuant to these Terms, including without limitation, any Report.

"Supplier" means any third party organisation that provides services, software, data, information and other content or functionality of any form to Us.

"Terms" means these terms and conditions.

"Third Party Content" means the services, software, data, information and other content or functionality provided by Suppliers and linked to or contained in the Services.

"Website" means any website hosted by Us and includes the Content and any report, service, document, data-set, software or information contained in such websites or derived from them.

References to "You", "Your" and "Yourself"

refer to the contracting party who accesses the Website or places an Order with Us.

1. Basis of Contract

a. These Terms govern the relationship between Us and You where You purchase Services from Us. Where these Terms are not expressly accepted by You, they will be deemed to have been accepted by You, and You agree to be bound by these Terms, when You place any Order, or pay for any Services provided to You by Us.

b. You shall take all reasonable steps to check that the details that You provide in relation to Your Order are complete, accurate and correct and that the Report has been prepared for the correct location and property type. Neither We nor any Suppliers shall have any liability for errors or omissions in information provided by or on behalf of You or from Your failure to check that the Report relates to the correct location or property.

c. We may modify these Terms, and may discontinue or revise any or all other aspects of the Services at Our sole discretion, with immediate effect and without prior notice, including without limitation changing the Services available at any given time. Any amendment or variation to these Terms shall be posted on Our Websites. You acknowledge that it shall remain Your responsibility to check Our Website from time to time for any such amendments or variation to these Terms. Continued Orders of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.

d. These Terms together with Your Order, the Fees and delivery details in relation to Your Order and Our privacy policy, which is available on the Website, constitute the entire agreement between the parties relating to the supply of Services to You by Us ("Agreement"). You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Agreement or delivery details. Nothing in this clause 1.d shall limit or exclude any liability for fraud.

e. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

2. Services and Licensed Use

a. Subject to clauses 6.d, 6.k and 6.l, We shall use all reasonable skill, care and diligence in the performance of the Services.

b. Subject always to these Terms You may, without further charge, make the Services available to:

- the owner of the whole or part of the Property Site at the date of the Report;
- any person who purchases the whole or part of the Property Site;

iii. any person who provides funding secured on the whole or part of the Property Site;

iv. any person for whom You act in a professional or commercial capacity in relation to the Property Site;

v. any person who acts for You in a professional or commercial capacity in relation to the Property Site; and/or

vi. prospective buyers of the whole or part of the Property Site as part of an Information Pack but for the avoidance of doubt, We shall have no liability to such prospective buyer unless the prospective buyer subsequently purchases the Property Site, and the prospective (or actual) buyer shall not be entitled to make the Service available to any other third party.

c. You shall not hold yourself out or describe yourself as Our agent or an agent of any of the Suppliers.

d. You shall ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of the Content. You may not delete any of Our or the Suppliers' intellectual property protection notices (including without limitation copyright notices or trade marks) from the Content.

e. You shall use Your best endeavours to use adequate technological and security measures, including measures We or Suppliers may reasonably recommend from time to time, to ensure that all Content which You hold or are responsible for is secure from unauthorised use or access.

f. The Content shall only be used strictly in accordance with these Terms and not for any other purpose; nor shall any use of the Content be made that would or might be deemed to be disparaging to Us, the Suppliers or any of them. You shall not be entitled to resell or rent any Content or otherwise any supply products incorporating such Content for commercial sale or rental.

g. You shall not reverse engineer, separate or otherwise tamper with the Content so that Content can be extracted and used for any purpose outside the scope of the Agreement.

h. If You are a Company or public body, You agree that the licensed use of Content pursuant to the Agreement always excludes its use by any of Your subsidiaries, holding companies or subsidiaries of such holding companies (as such terms are defined in section 1159 of the Companies Act 2006) or by any government entity associated with You (in each case as applicable). You agree, and shall procure, that any such company or entity shall enter into a separate agreement with Us.

i. All other uses of the Content are prohibited. If You wish to use the Content in a manner which is not authorised by the Terms, then You must contact Us to seek the necessary consents or licences (which may include further licences from the Suppliers), for which there may be additional Fees.

j. You agree to notify Us as soon as You suspect any infringement of Our or any of

Our Supplier's intellectual property rights and You agree to give Us all reasonably required assistance in pursuing any potential infringement.

3. Intellectual Property and Confidentiality

a. You acknowledge and agree that all Intellectual Property Rights in Content are and shall continue to be owned by Us or Our Suppliers and nothing in the Agreement shall transfer, assign or grant any rights to You (save for the licence as set out above).

b. Subject to any use of the Content in accordance with these Terms, You acknowledge and agree that You shall, and shall procure that any person to whom You provide access to the Content shall, treat as strictly private and confidential the Services, the Content and all information which they obtain from the Services and Content. You agree to indemnify Us against all liabilities, damages, penalties, costs, expenses (including legal expenses on an indemnity basis) or other loss suffered or incurred by Us in relation to any breach or alleged breach of this clause 3.b.

4. Termination

a. At any time, We may terminate the Agreement with immediate effect by giving You written notice:

i. if You are in breach of the Terms and, if such breach is capable of remedy, You fail to remedy the breach within 30 days of written notice from Us specifying the breach and requiring it to be remedied; and

ii. if You have a receiver or administrative receiver or administrator appointed over You or any part of Your undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction shall make an order to that effect or if You become subject to an administration order or enter into a voluntary arrangement with Your creditors or shall cease or threaten to cease to carry on business or if You are presented with a bankruptcy petition.

b. In the event of the termination or expiry of the Agreement:

i. You shall, subject to clause 4.b.iii, immediately cease to use the Report and any Content;

ii. You shall, subject to clause 4.b.iii, within 30 days of such termination or expiry, destroy all Content in any media which You hold or for which You are responsible and provide, at Our request, a sworn statement by a duly authorised person that You no longer hold such Content;

iii. except in the event of termination by Us under clause 4.a, You may retain Content in an archive following expiry of the Agreement for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding Your use of such Content during the term of the Agreement. Your rights are on condition that: (a)

the archive rights do not apply to Content that include third party Intellectual Property Rights (other than Content provided by Ordnance Survey to the extent that the Intellectual Property Rights in such Content are owned by Ordnance Survey); (b) You shall not disclose Content retained under this clause 4.b.iii to any regulator or other third party except strictly to the extent necessary for the relevant purpose of addressing a complaint or challenge from a regulator or other third party and in paper or read-only electronic format only; (c) You must store such Content separately from any other data which You hold; and (d) subject to clause 6.a, We shall have no liability for Your use of it following termination or expiry of the Agreement; and

iv. the parties shall have no further obligations or rights under the Agreement, without prejudice to those which have accrued to either party prior to termination or expiry save that the "Definitions", clauses 2.c to 2.j (inclusive), this clause 4.b, clauses 5.d, 6, 7, 9, 10 and 11 together with those other clauses the survival of which is necessary for the interpretation or enforcement of the Agreement or which by their nature can be reasonably interpreted as surviving the expiry or termination of the Agreement, shall continue to have effect after such expiry or termination.

5. Payments

a. An individual or a monthly invoice showing all Orders created by You will be generated subject to these Terms. You will pay the Fees at the rates set out in Our or Our Authorised Reseller's invoice within 30 days of the date of each invoice without deduction, counterclaim or set off. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Us or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Our or Our Authorised Reseller's ability to require payment in respect of the Services delivered to You. You acknowledge that time is of the essence with respect to the payment of such invoices.

b. VAT shall be due in addition to any Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.

c. Neither We nor any Authorised Reseller shall be required to notify You in advance of any amendment to the Fees and the placing of any further Order for Services shall be deemed acceptance of any revisions to the Fees.

d. If You fail to pay by the due date any amount due and payable by You under the Agreement, We shall be entitled, but not obliged to, charge You interest on the overdue amount, payable by You immediately on demand, accruing from the due date up to the date of actual payment, after as well as before judgment, at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 from time to time and fixed sum compensation

under the Late Payment of Commercial Debts Regulations 2002. Such interest shall accrue on a daily basis.

6. Liability

a. Nothing in these Terms excludes or limits either party's liability for death or personal injury caused by that party's negligence or wilful default or for fraud, and the remainder of this clause 6 is subject to this provision. If You are a Consumer, Your statutory rights (which include, for example, that We will provide the Services to a reasonable standard and within a reasonable time) are not affected by anything in these Terms.

b. Save as set out in clause 6.a, We shall not be liable to You or to any End User in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

i. any indirect or consequential losses (which includes any loss that could not have been reasonably expected by You and Us at the time of entering into these Terms);

ii. loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings; or

iii. loss of goodwill or reputation.

c. Save as set out in clause 6.a, Our total liability to You and/or any End User in contract or tort (including negligence) or for breach of statutory duty shall not exceed an amount of ten million pounds (£10,000,000) per claim or series of connected claims.

d. The Content that Services are based on is derived from third party sources. Therefore, save as set out in clause 6.l in respect of risk assessments and professional opinions, We do not warrant the accuracy or completeness of any information or Content provided, unless We should reasonably have been alerted to any omission, error or inaccuracy in the Content. Such Content is provided specifically from the sources as described by Us and We do not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted.

e. You acknowledge and agree that neither You nor any End User shall have any claim or recourse against any Supplier of Third Party Content.

f. You acknowledge and agree that We do not warrant that the online supply of Content or Services or any internet ordering service will be: uninterrupted or error free or provide any particular facilities or functions; free from defects; free from software viruses; free of error from computer malfunction, inaccurate processing; free from corruption of data whilst geo-coding, processing by computer or electronic means or in the course of transmission; or similar, although We will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant Supplier). Time shall not be of the essence in providing the Content or Services.

g. You acknowledge and agree that no physical inspection of the Property Site

reported on is carried out as part of any Services offered by Us and We do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection.

- h. You acknowledge and agree that We will not be held liable in any way if a Report is used otherwise than as provided for in these Terms and/or in the Report.
- i. You acknowledge and agree that the Services have not been prepared to meet Your or anyone else's individual requirements and it is Your responsibility to ensure that the Services ordered are suitable for Your (or the End User's) intended purpose.
- j. You acknowledge and agree that You shall, on receipt of a Report carry out a reasonable inspection to satisfy Yourself that there are no apparent defects or failures with respect to the description and location of the Property Site and shall promptly inform Us if there are any such defects or failures.
- k. All liability for any insurance products purchased by You rests solely with the insurer. We do not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance We will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, You acknowledge and agree that all liability shall remain with the insurers and that You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. We do not guarantee that an insurance policy will be available on a Property Site. You acknowledge and agree that all decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and We accept no liability in this regard. The provision of a Report does not constitute any indication by Us that insurance will be available on the Property Site.
- l. We may provide You with professional opinions or a risk assessment in a Report. You acknowledge and agree that We shall carry out (or procure that third parties carry out) such assessment with reasonable skill and care and that We shall be liable where any such risk assessment is carried out negligently. Notwithstanding the foregoing We shall not be liable for any inaccurate statement, opinion or risk rating in a Report which resulted from a reasonable interpretation of the Content.
- m. Neither You, nor any End User or any other person may rely on a Service more than 12 months after it was originally provided.
- n. You shall use all reasonable endeavours to ensure that End Users acknowledge and

agree to the limitations and exclusions of liability set out in this clause 6.

7. Contribution

- a. Save where expressly provided, this clause 7 shall apply solely to Envirosearch Residential Reports (regardless of the result of such Report). Nothing in this clause 7 shall operate to override or vary the provisions of clause 6.
- b. We are prepared to offer, without any admission or inference of liability, a contribution towards the costs of any remediation works required under a Notice (as defined below) on the terms of this clause 7 ("the Contribution").
- c. In the event that a Remediation Notice is served on the First Purchaser or First Purchaser's Lender of a Property Site under Part IIA of the Environmental Protection Act 1990 ("the Notice") We shall contribute to the cost of such works as either the First Purchaser or First Purchaser's Lender (but not both) are required to carry out under the Notice subject to the provisions of this clause 7 and on the following terms:
 - i. the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;
 - ii. the Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise;
 - iii. the Contribution is strictly limited to the cost of works at the Property Site and at no other site; and
 - iv. the Contribution will not be paid in respect of any of the following: (1) radioactive contamination of whatsoever nature, directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (2) asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures; (3) naturally occurring materials arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration; (4) intentional non-compliance arising from the intentional disregard of or knowing wilful or deliberate non-compliance by any owner or occupier of the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice letter of any Regulatory Authority; (5) any condition which is known or ought

reasonably have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report; (6) any condition which is caused by acts of war or an act of terrorism; (7) any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure; (8) any fines liquidated damages punitive or exemplary damages; (9) any bodily injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock; (10) any financial loss in respect of any loss of any rental, profit, revenue, savings or business or any consequential indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption; and/or (11) any losses incurred following a material change in use of, alteration or development of the Property Site.

- d. Without prejudice to Your other rights and remedies under the Agreement, the maximum sum that shall be contributed by Us in respect of any Contribution shall be limited to £60,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution will be made in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them.
- e. We shall only pay a Contribution where the Notice is served within 36 months of the issue date of the Report.
- f. Any rights to a Contribution under this clause 7 are not assignable in the event of a sale of the Property Site and We shall not make any Contribution after the date of completion of such sale.
- g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Us in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all Our reasonable requirements with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Our prior written consent to any estimates for such works or complying with any other reasonable request by Us, We shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Us the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.
- h. In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under Part IIA of the

Environmental Protection Act 1990 You shall ensure that they advise Us within a maximum period of two months from receipt of such communication. This clause 7.h and the service of any notice under it shall not affect the provisions of clauses 7.e and 7.g, and any such communications, even if advised to Us will not operate as notice under clause 7.e.

- i. We reserve the right at any time prior to a claim for Contribution being made in accordance with clause 7.g above, to withdraw the offer of payment of Contributions without further notice.

8. Assignment and Sub-contracting

- a. We shall be entitled to assign or transfer the Agreement as We reasonably see fit.
- b. The Agreement is personal to You. You shall not assign, transfer, sub-licence or otherwise deal with any of Your rights and obligations under the Agreement without Our prior written consent.
- c. We may authorise or allow Our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.

9. Events Beyond Our Control

- a. Neither party to the Agreement shall be liable for any delay or failure to perform their obligations caused by any circumstance beyond their control, and such party shall be entitled to a reasonable extension of time for the performance of such obligation.

10. Complaints and Dispute Resolution

- a. Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at Our registered office. We will (or Our agents will) respond to any such complaints in writing as soon as practicably possible.
- b. If any dispute arises out of or in connection with the Terms of the Agreement or their validity ("Dispute") the parties undertake, subject to clause 10.c, that prior to commencement of court proceedings they will negotiate in good faith to settle such Dispute by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure as in force from time to time, which Procedure is deemed to be incorporated by reference into this clause. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution. To initiate the mediation a party shall give notice in writing to the other party to the dispute requesting a mediation. The mediation will start not later than 21 days after the date of service of such notice. If the Dispute has not been resolved to the mutual satisfaction of the parties within 60 days (or such other period as they shall agree) after the date of service of such notice then either party may refer the Dispute to the courts in accordance with clause 11.f.
- c. Clause 10.b shall be without prejudice to

the rights of termination stated in clause 4.a and in addition shall not prevent Us from:

- i. applying for injunctive relief in the case of: (1) breach or threatened breach of confidentiality; or (2) infringement or threatened infringement of Our or Our Suppliers' intellectual property rights; or
- ii. pursuing a debt claim for the payment of the Fees.

11. General

- a. If any provision of the Agreement is found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from the Agreement and never to have formed part of the Agreement and the remaining provisions shall continue in full force and effect.
- b. No delay, failure or omission on Our, or any Supplier's, part in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law shall be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy, nor shall any single or partial exercise of any such right, power, privilege, claim or remedy preclude the exercise of that or any other right, power, privilege, claim or remedy.
- c. Our privacy policy as displayed on Our Website and updated from time to time governs the use that We shall make of any information provided by You or an End User.
- d. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement and We shall not be liable to any such third party in respect of the Products, save that any Supplier may enforce any of these terms and conditions against You in accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provisions of the Agreement, We may rescind or vary the Agreement in accordance with its terms without the consent of the Suppliers and accordingly section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- e. You shall ensure that each End User complies with and is bound by the Terms and shall procure that We may in Our own right enforce such terms and conditions against the End User pursuant to the Contracts (Rights of Third Parties) Act 1999. You shall be responsible for End User's compliance with the Terms and You shall be liable for all breaches of the Terms by the End Users as if they were breaches by You.
- f. The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and, subject to clause 10.b, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

Historical Mapping Legends

Ordnance Survey County Series and Ordnance Survey Plan 1:2,500

Quarry **Gravel Pit** **Sand Pit**
Clay Pit **Shingle** **Refuse Heap**
Sloping Masonry **Flat Rock**
Marsh **Reeds** **Osiers**
Rough Pasture **Furze** **Wood**
Mixed Wood **Brushwood** **Orchard**
Fir **Ford** **Stepping Stones**
Ferry **Waterfall** **Lock**
Trig. Station **Altitude at Trig. Station**
B.M. 325.9 **Bench Mark** **Surface Level**
Arrow denotes flow of water **Antiquities (site of)**
Cutting **Embankment**
Railway crossing Road **Level Crossing** **Road crossing Railway**
Railway crossing River or Canal **Road over single stream** **Road over River or Canal**
County Boundary (Geographical)
County & Civil Parish Boundary
Administrative County & Civil Parish Boundary
County Borough Boundary (England)
County Burgh Boundary (Scotland)
Co. Boro. Bdy.
Co. Burgh Bdy.
BP BS Boundary Post or Stone **P.C.B** Police Call Box
B.R. Bridle Road **P** Pump
E.P Electricity Pylon **S.P** Signal Post
F.B. Foot Bridge **SL** Sluice
F.P. Foot Path **Sp.** Spring
G.P Guide Post or Board **T.C.B** Telephone Call Box
M.S Mile Stone **Tr.** Trough
M.P M.R Mooring Post or Ring **W** Well

Ordnance Survey Plan, Additional SIMs and Supply of Unpublished Survey Information 1:2,500 and 1:1,250

Inactive Quarry, Chalk Pit or Clay Pit **Active Quarry, Chalk Pit or Clay Pit**
Rock **Boulders**
Cliff **Slopes** **Top**
Roofed Building **Glazed Roof Building**
Sloping Masonry **Archway**
Non-Coniferous Tree (surveyed) **Coniferous Tree (surveyed)**
Non-Coniferous Trees (not surveyed) **Coniferous Trees (not surveyed)**
Orchard Tree **Scrub** **Bracken**
Coppice, Osier **Reeds** **Marsh, Saltings**
Rough Grassland **Heath** **Culvert**
Direction of water flow **Bench Mark** **Antiquity (site of)**
Cave Entrance **Triangulation Station** **Electricity Pylon**
Electricity Transmission Line
County Boundary (Geographical)
County & Civil Parish Boundary
Civil Parish Boundary
Admin. County or County Bor. Boundary
London Borough Boundary
Symbol marking point where boundary mereing changes
BH Beer House **P** Pillar, Pole or Post
BP, BS Boundary Post or Stone **PO** Post Office
Cn, C Capstan, Crane **PC** Public Convenience
Chy Chimney **PH** Public House
D Fn Drinking Fountain **Pp** Pump
EI P Electricity Pillar or Post **SB, S Br** Signal Box or Bridge
FAP Fire Alarm Pillar **SP, SL** Signal Post or Light
FB Foot Bridge **Spr** Spring
GP Guide Post **Tk** Tank or Track
H Hydrant or Hydraulic **TCB** Telephone Call Box
LC Level Crossing **TCP** Telephone Call Post
MH Manhole **Tr** Trough
MP Mile Post or Mooring Post **Wr Pt, Wr T** Water Point, Water Tap
MS Mile Stone **W** Well
NTL Normal Tidal Limit **Wd Pp** Wind Pump

Large-Scale National Grid Data 1:2,500 and 1:1,250

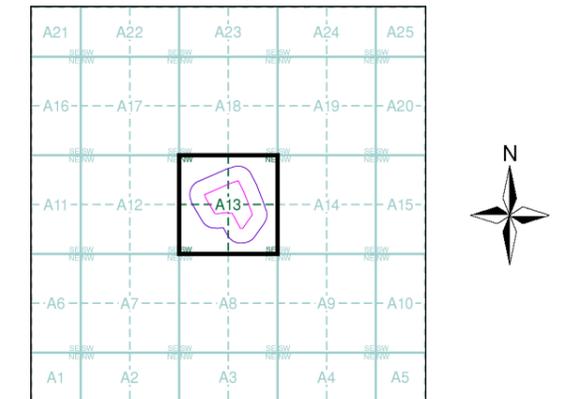
Cliff **Slopes** **Top**
Rock **Rock (scattered)**
Boulders **Boulders (scattered)**
Positioned Boulder **Scree**
Non-Coniferous Tree (surveyed) **Coniferous Tree (surveyed)**
Non-Coniferous Trees (not surveyed) **Coniferous Trees (not surveyed)**
Orchard Tree **Scrub** **Bracken**
Coppice, Osier **Reeds** **Marsh, Saltings**
Rough Grassland **Heath** **Culvert**
Direction of water flow **Triangulation Station** **Antiquity (site of)**
Electricity Transmission Line **Electricity Pylon**
B.M. 231.60m Bench Mark **Buildings with Building Seed**
Roofed Building **Glazed Roof Building**
Civil parish/community boundary
District boundary
County boundary
Boundary post/stone
Boundary mereing symbol (note: these always appear in opposed pairs or groups of three)
Bks Barracks **P** Pillar, Pole or Post
Bty Battery **PO** Post Office
Cemy Cemetery **PC** Public Convenience
Chy Chimney **Pp** Pump
Cis Cistern **Ppg Sta** Pumping Station
Dismtd Rly Dismantled Railway **PW** Place of Worship
EI Gen Sta Electricity Generating Station **Sewage Ppg Sta** Sewage Pumping Station
EI P Electricity Pole, Pillar **SB, S Br** Signal Box or Bridge
EI Sub Sta Electricity Sub Station **SP, SL** Signal Post or Light
FB Filter Bed **Spr** Spring
Fn / D Fn Fountain / Drinking Ftn. **Tk** Tank or Track
Gas Gov Gas Valve Compound **Tr** Trough
GVC Gas Governor **Wd Pp** Wind Pump
GP Guide Post **Wr Pt, Wr T** Water Point, Water Tap
MH Manhole **Wks** Works (building or area)
MP, MS Mile Post or Mile Stone **W** Well



Historical Mapping & Photography included:

| Mapping Type | Scale | Date | Pg |
|--|---------|-------------|----|
| Linlithgowshire | 1:2,500 | 1856 | 1 |
| Linlithgowshire | 1:2,500 | 1856 | 1 |
| Linlithgowshire | 1:2,500 | 1856 | 1 |
| Linlithgowshire | 1:2,500 | 1897 | 1 |
| Linlithgowshire | 1:2,500 | 1915 | 1 |
| Ordnance Survey Plan | 1:2,500 | 1955 | 1 |
| Ordnance Survey Plan | 1:2,500 | 1961 - 1972 | 1 |
| Ordnance Survey Plan | 1:2,500 | 1976 | 1 |
| Supply of Unpublished Survey Information | 1:2,500 | 1975 | 1 |
| Large-Scale National Grid Data | 1:2,500 | 1992 | 1 |
| Large-Scale National Grid Data | 1:2,500 | 1995 | 1 |
| Large-Scale National Grid Data | 1:2,500 | 1996 | 1 |
| Large-Scale National Grid Data | 1:2,500 | 1996 | 1 |
| Additional SIMs | 1:2,500 | 1990 | 1 |
| Additional SIMs | 1:2,500 | 1991 | 1 |

Historical Map - Segment A13



Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 100

Site Details

Site at 304000, 670000



Tel: 0844 844 9952
 Fax: 0844 844 9951
 Web: www.envirocheck.co.uk

Linlithgowshire

Published 1856

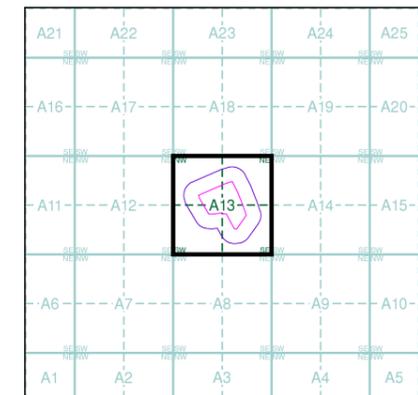
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)

| |
|---------|
| 006_13 |
| 1856 |
| 1:2,500 |
| 010_01 |
| 1856 |
| 1:2,500 |

Historical Map - Segment A13

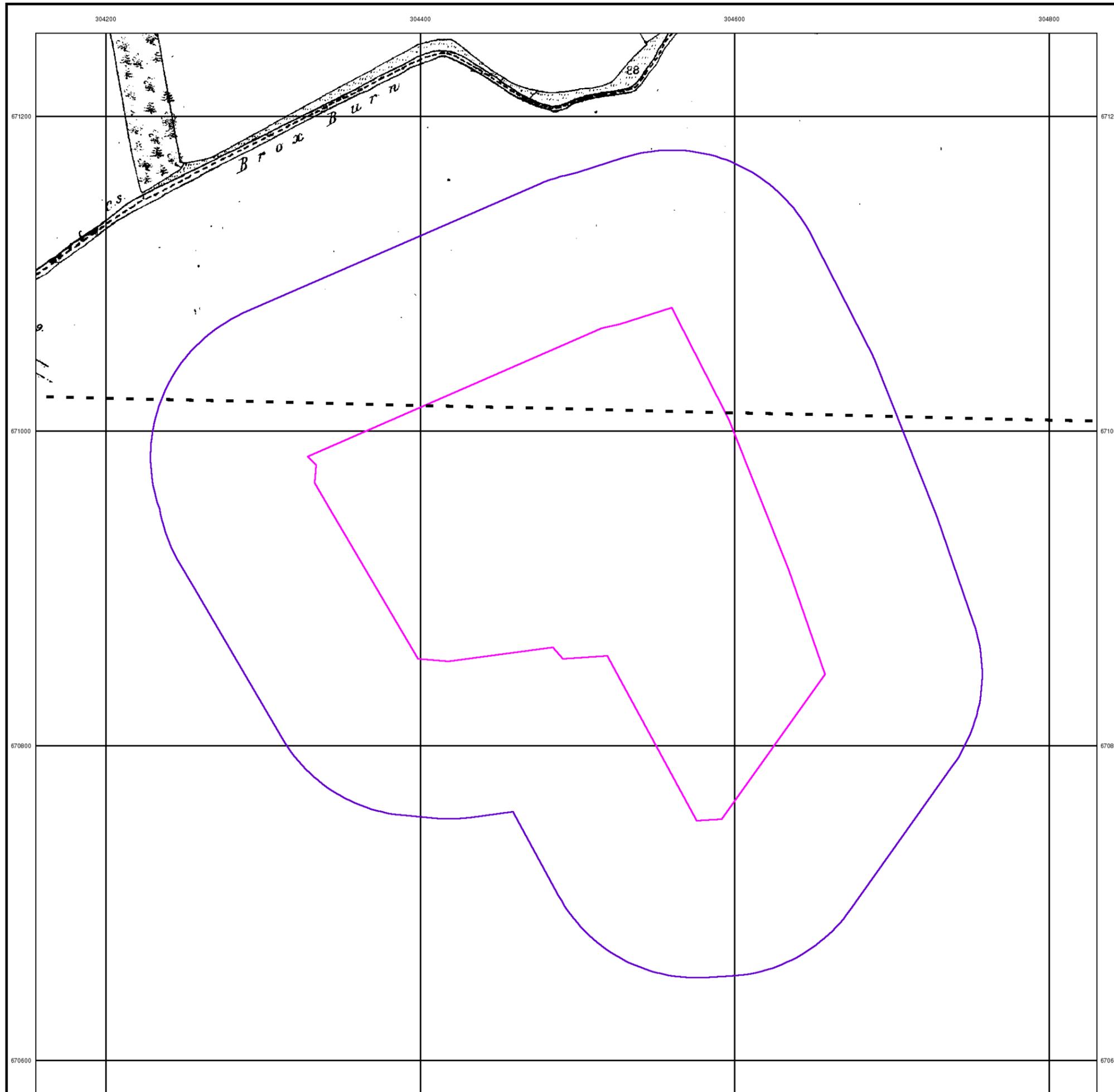


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Linlithgowshire

Published 1856

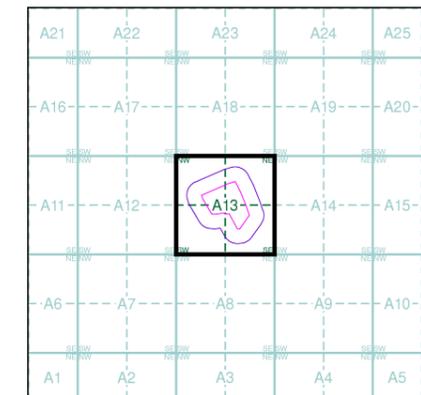
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

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| |
|---------|
| 006_13 |
| 1856 |
| 1:2,500 |
| 010_01 |
| 1856 |
| 1:2,500 |

Historical Map - Segment A13

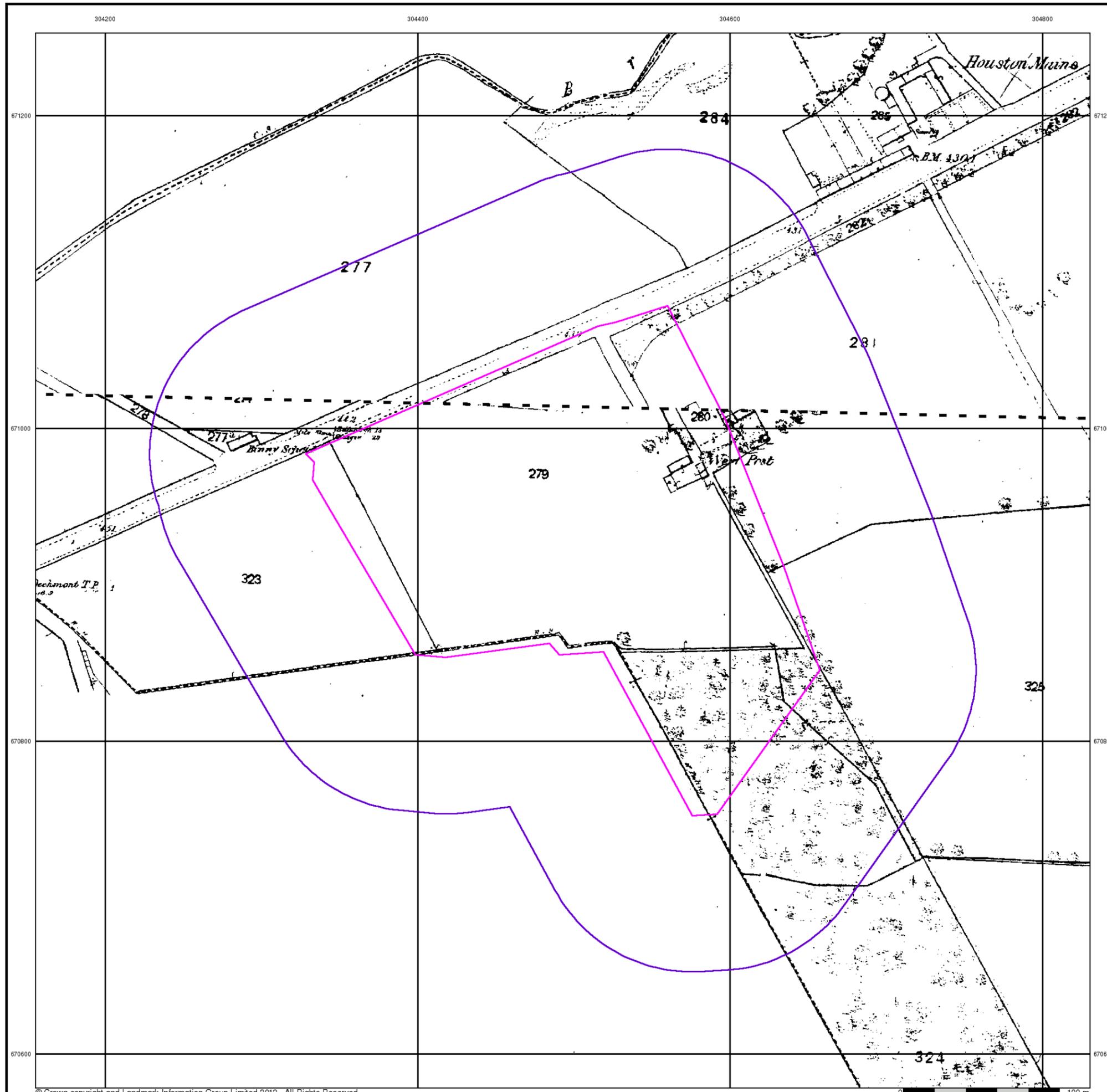


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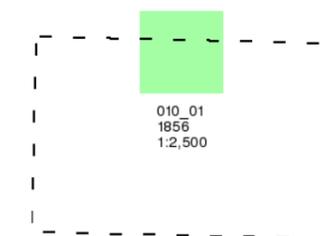
Linlithgowshire

Published 1856

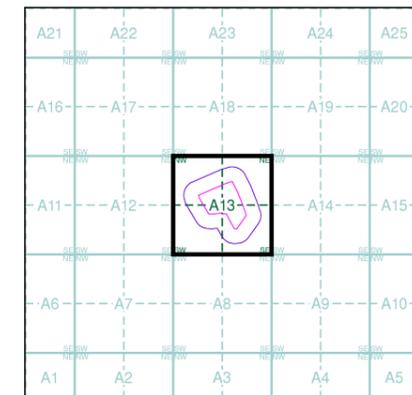
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Map Name(s) and Date(s)



Historical Map - Segment A13

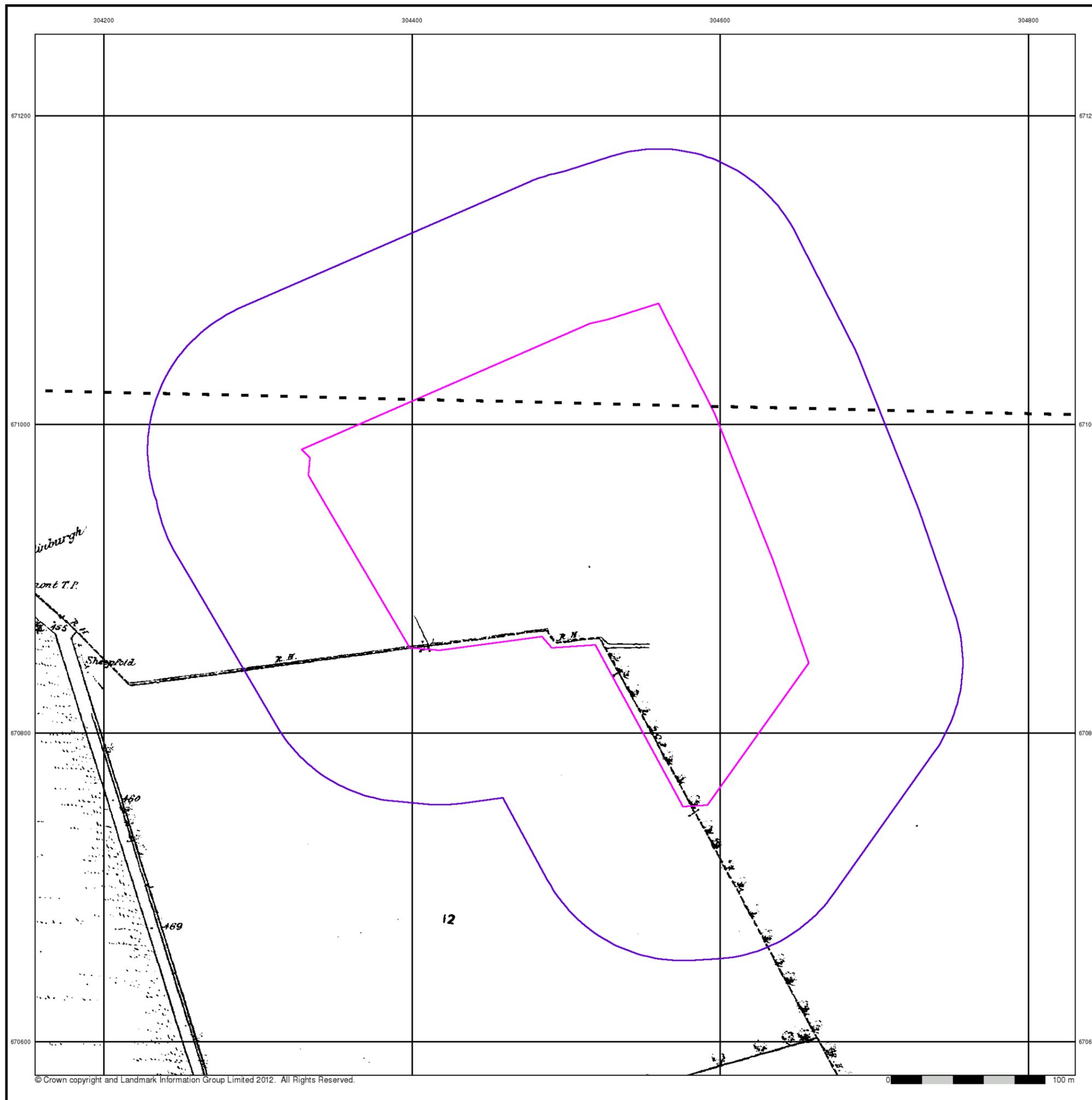


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Site Details

Site at 304000, 670000



Linlithgowshire

Published 1897

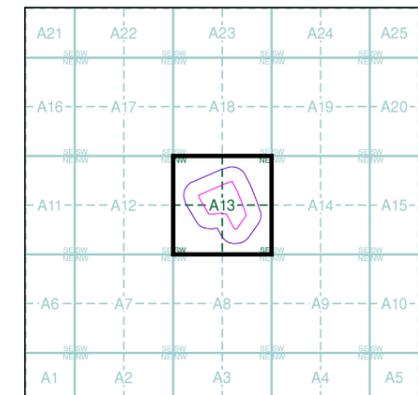
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)

| |
|---------|
| 006_13 |
| 1897 |
| 1:2,500 |
| 010_01 |
| 1897 |
| 1:2,500 |

Historical Map - Segment A13

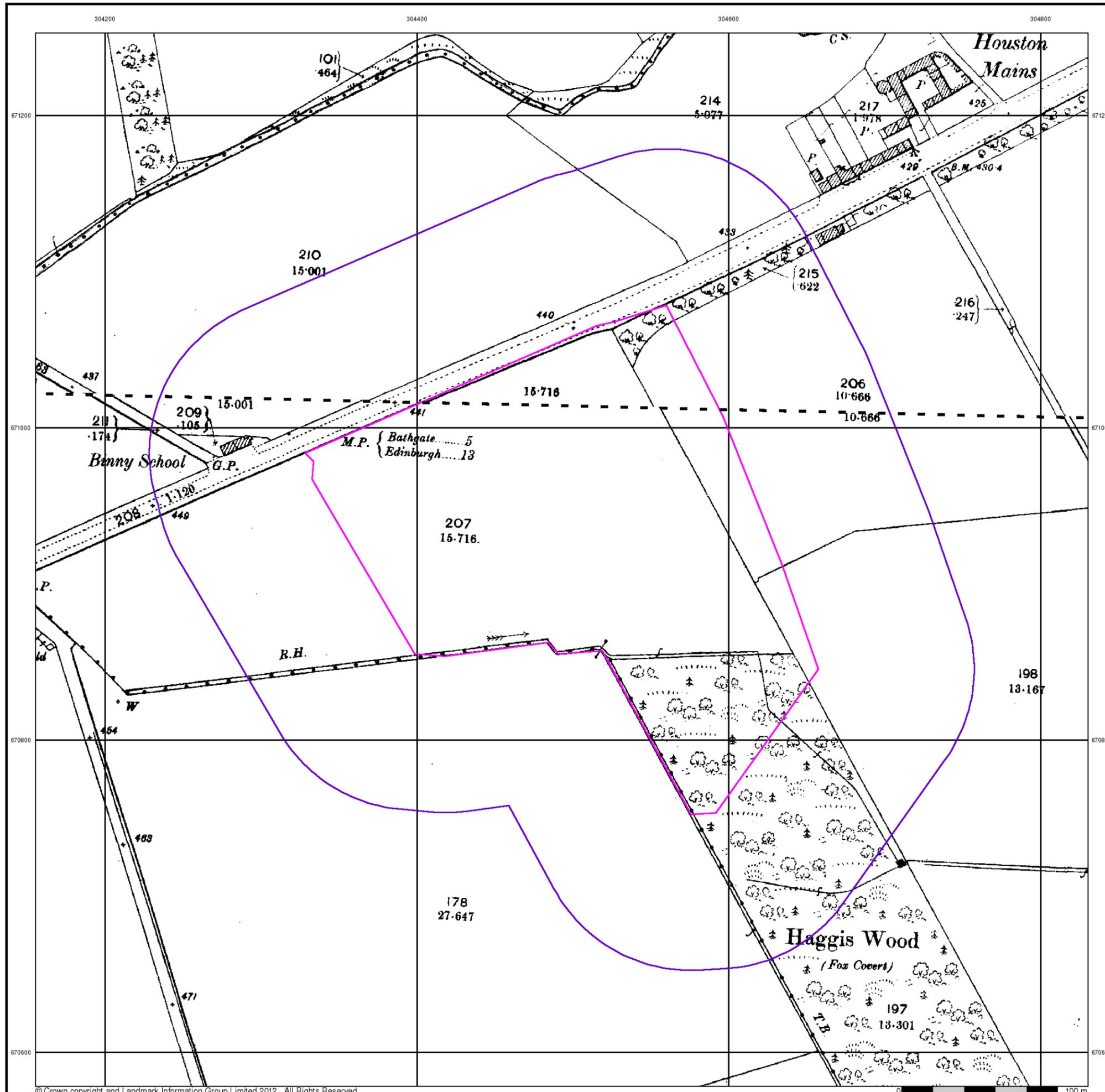


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Site Details

Site at 304000, 670000



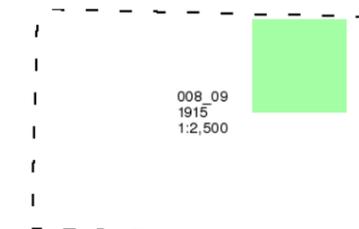
Linlithgowshire

Published 1915

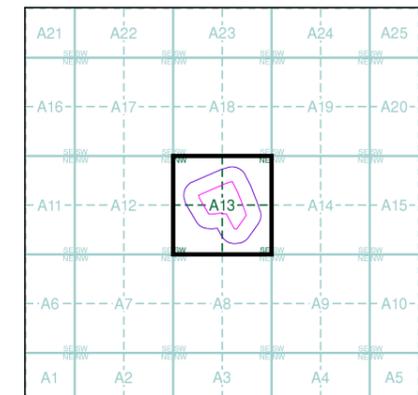
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)



Historical Map - Segment A13

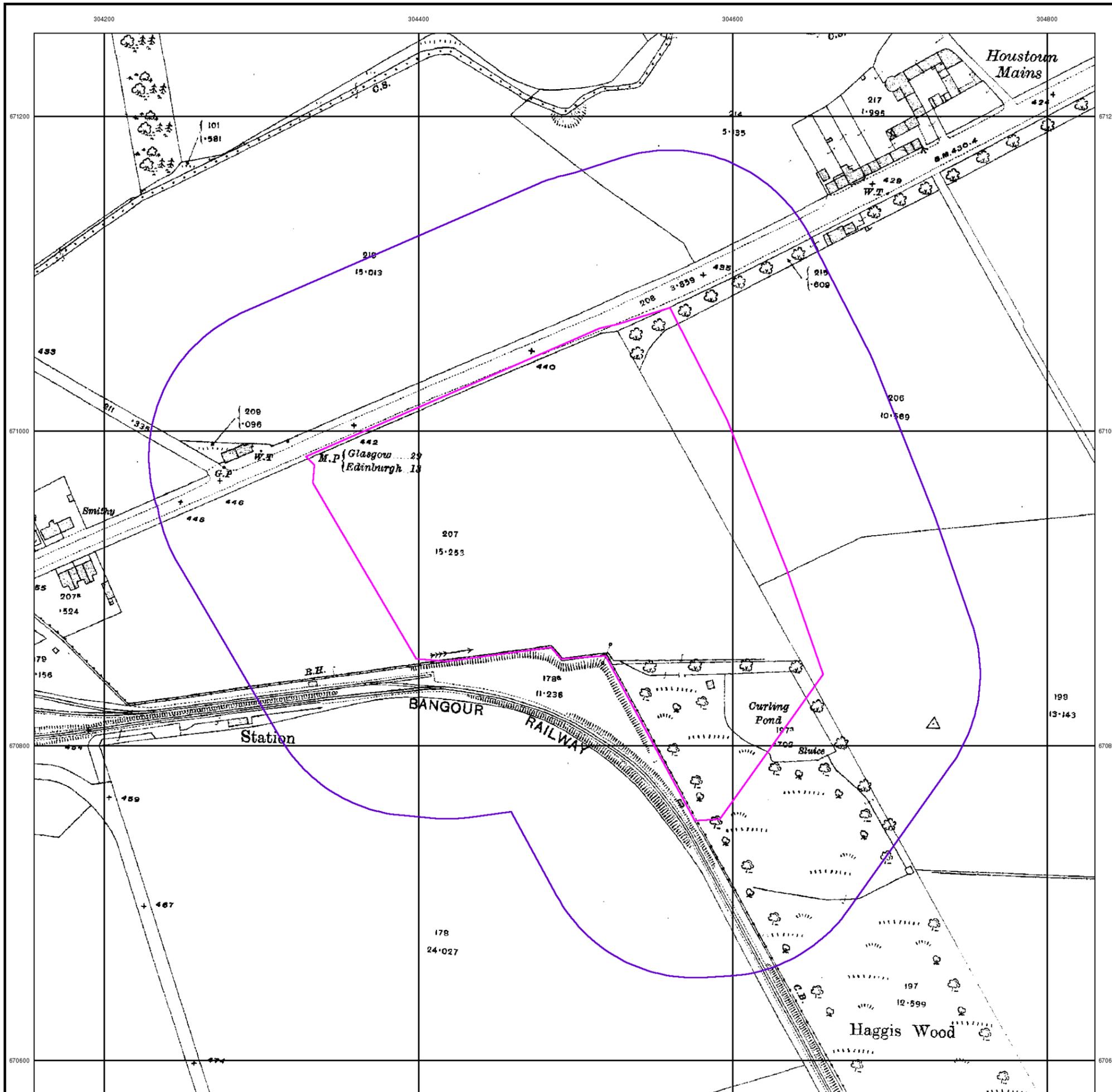


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Site Details

Site at 304000, 670000



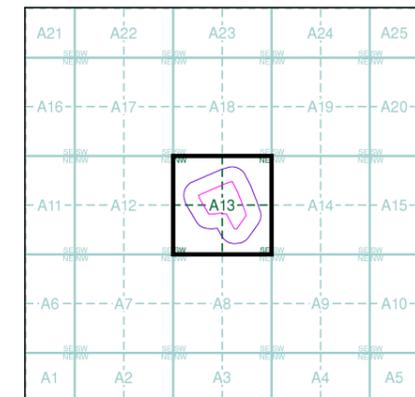
Ordnance Survey Plan
Published 1955
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)

| | | |
|--------|------|---------|
| NT0471 | 1955 | 1:2,500 |
| NT0470 | 1955 | 1:2,500 |

Historical Map - Segment A13

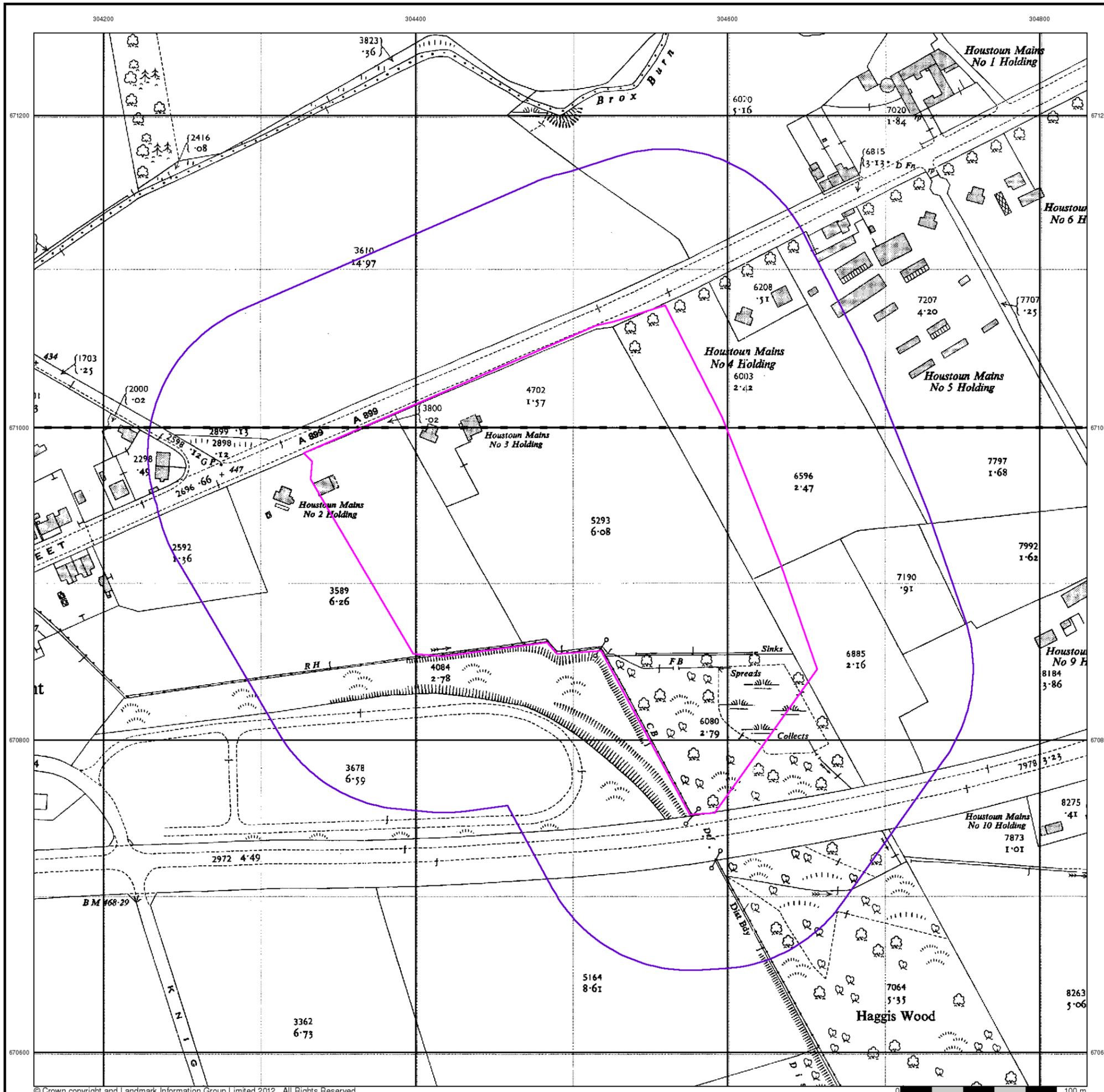


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 Customer Ref: 12/004 Dechmont
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 Slice: A
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Site Details

Site at 304000, 670000



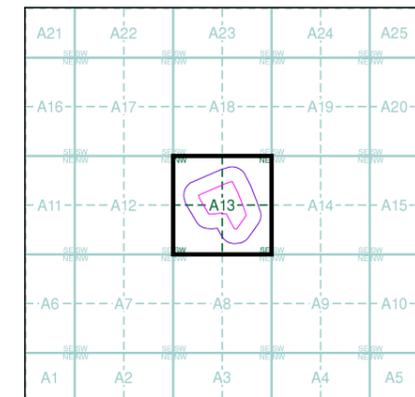
Ordnance Survey Plan
Published 1961 - 1972
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)

| | | |
|--------|------|---------|
| NT0471 | 1972 | 1:2,500 |
| NT0470 | 1961 | 1:2,500 |

Historical Map - Segment A13

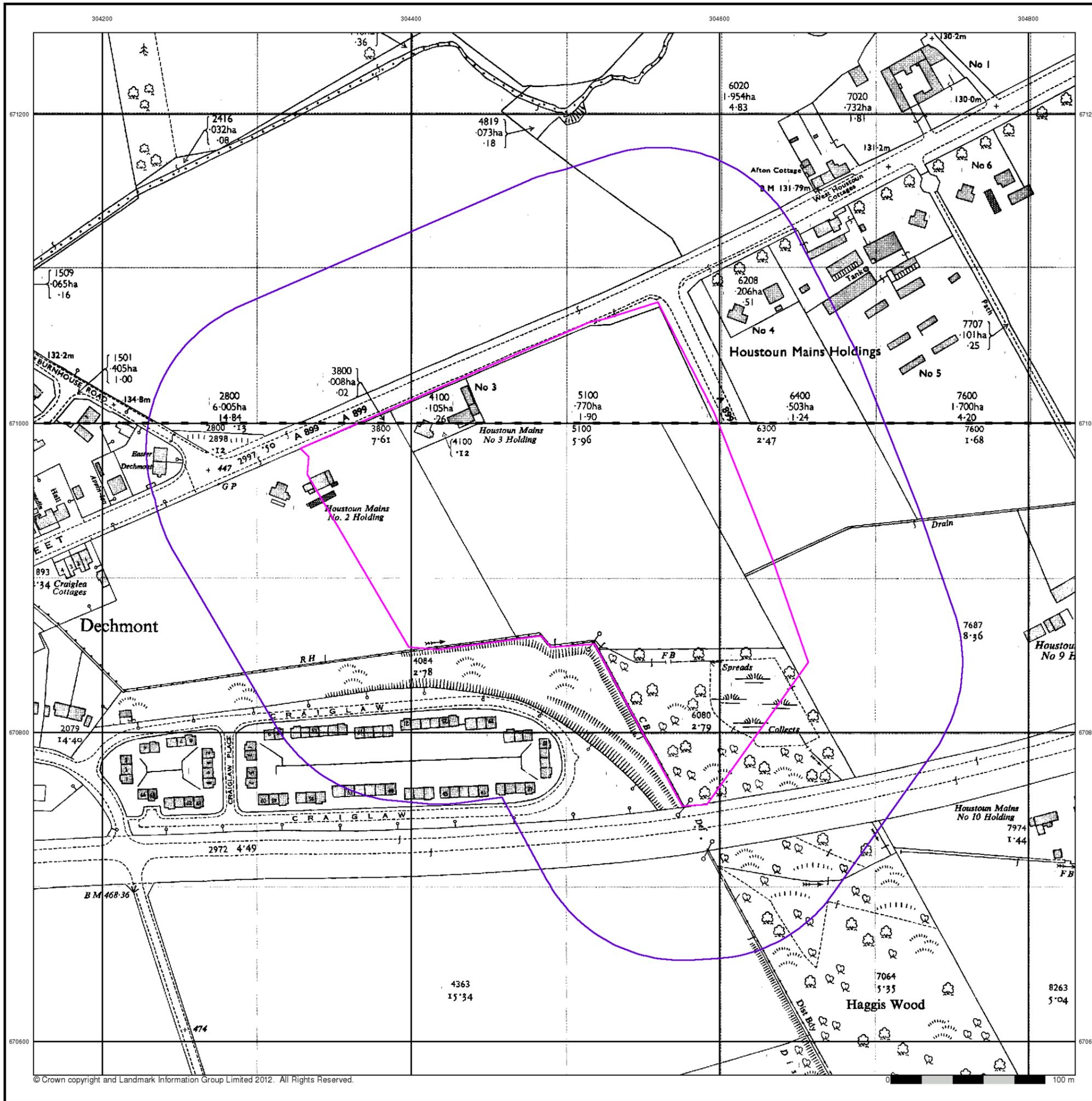


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Site Details

Site at 304000, 670000



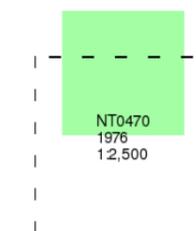
Ordnance Survey Plan

Published 1976

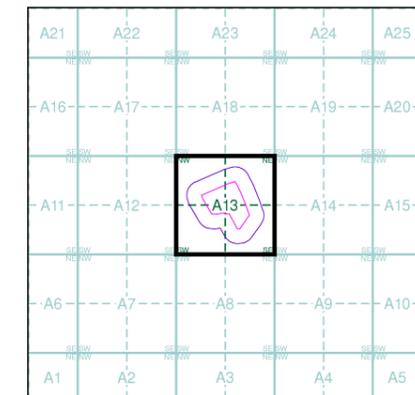
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)



Historical Map - Segment A13

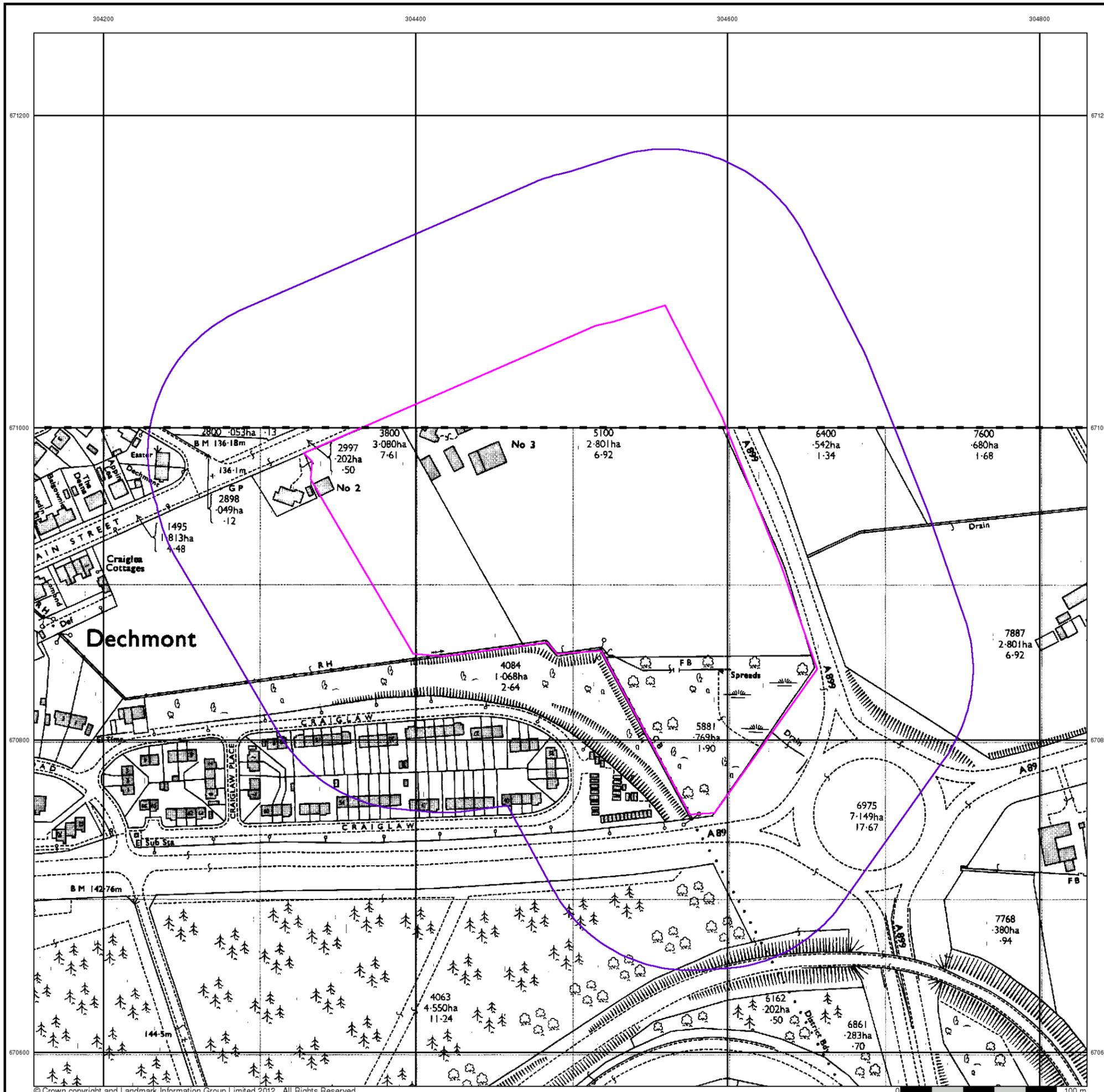


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Site Details

Site at 304000, 670000



Supply of Unpublished Survey Information

Published 1975

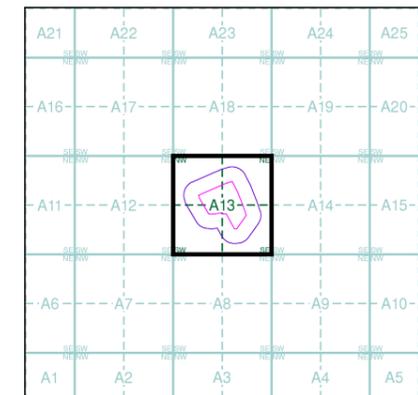
Source map scale - 1:2,500

SUSI maps (Supply of Unpublished Survey Information) were produced between 1972 and 1977, mainly for internal use at Ordnance Survey. These were more of a 'work-in-progress' plan as they showed updates of individual areas on a map. These maps were unpublished, and they do not represent a single moment in time. They were produced at both 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)

| | | |
|--------|------|---------|
| NT0471 | 1975 | 1:2,500 |
| NT0470 | 1975 | 1:2,500 |

Historical Map - Segment A13

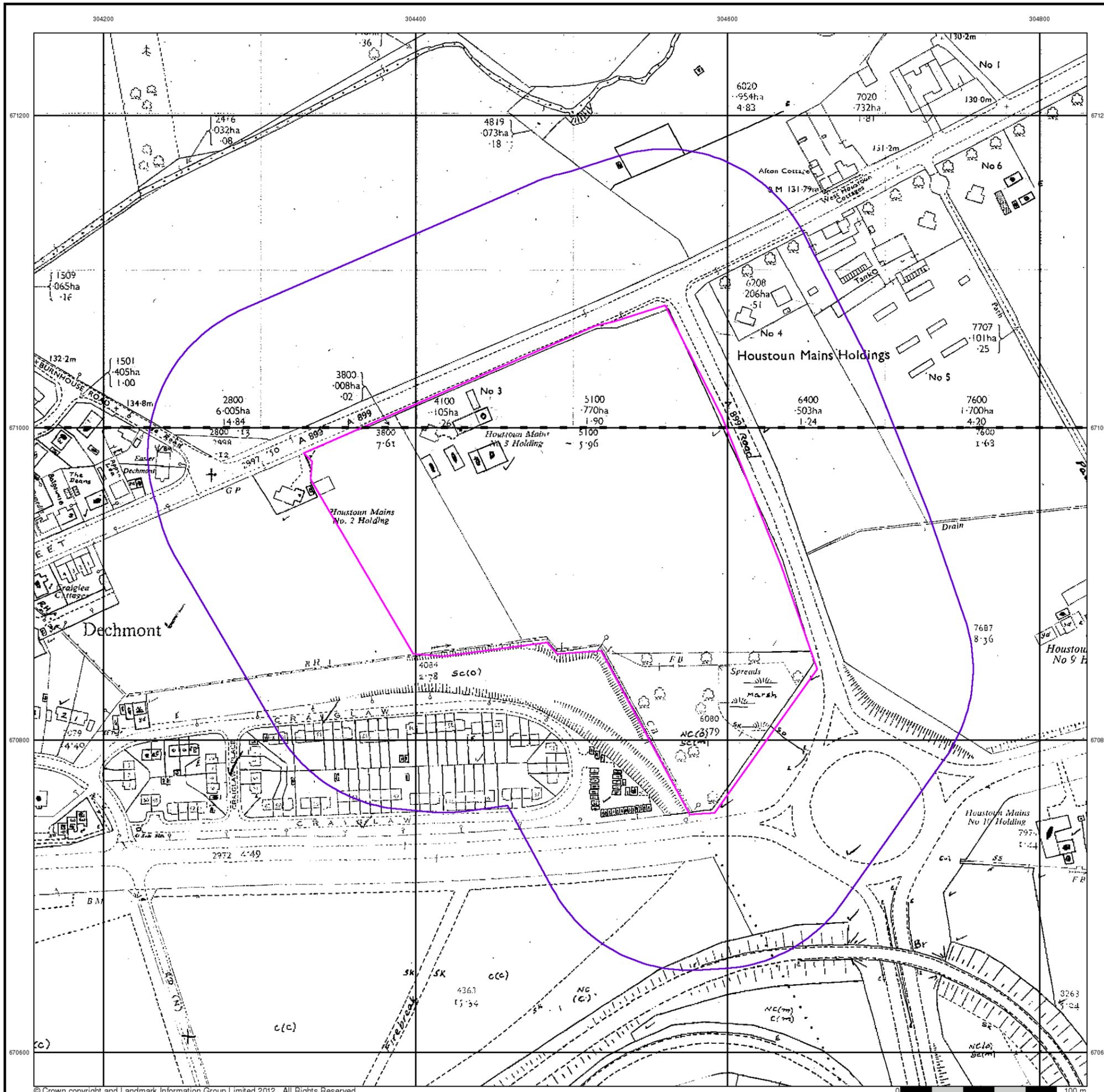


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Site Details

Site at 304000, 670000



Large-Scale National Grid Data

Published 1992

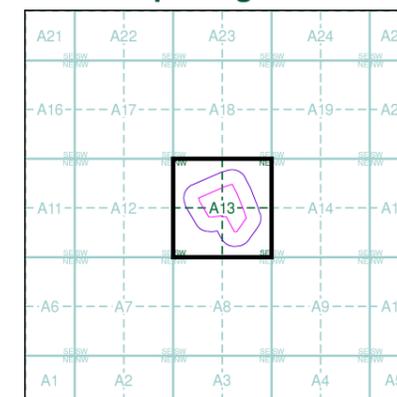
Source map scale - 1:2,500

'Large Scale National Grid Data' superseded SIM cards (Ordnance Survey's 'Survey of Information on Microfilm') in 1992, and continued to be produced until 1999. These maps were the fore-runners of digital mapping and so provide detailed information on houses and roads, but tend to show less topographic features such as vegetation. These maps were produced at both 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)

| | | |
|--------|------|---------|
| NT0471 | 1992 | 1:2,500 |
| NT0470 | 1992 | 1:2,500 |

Historical Map - Segment A13

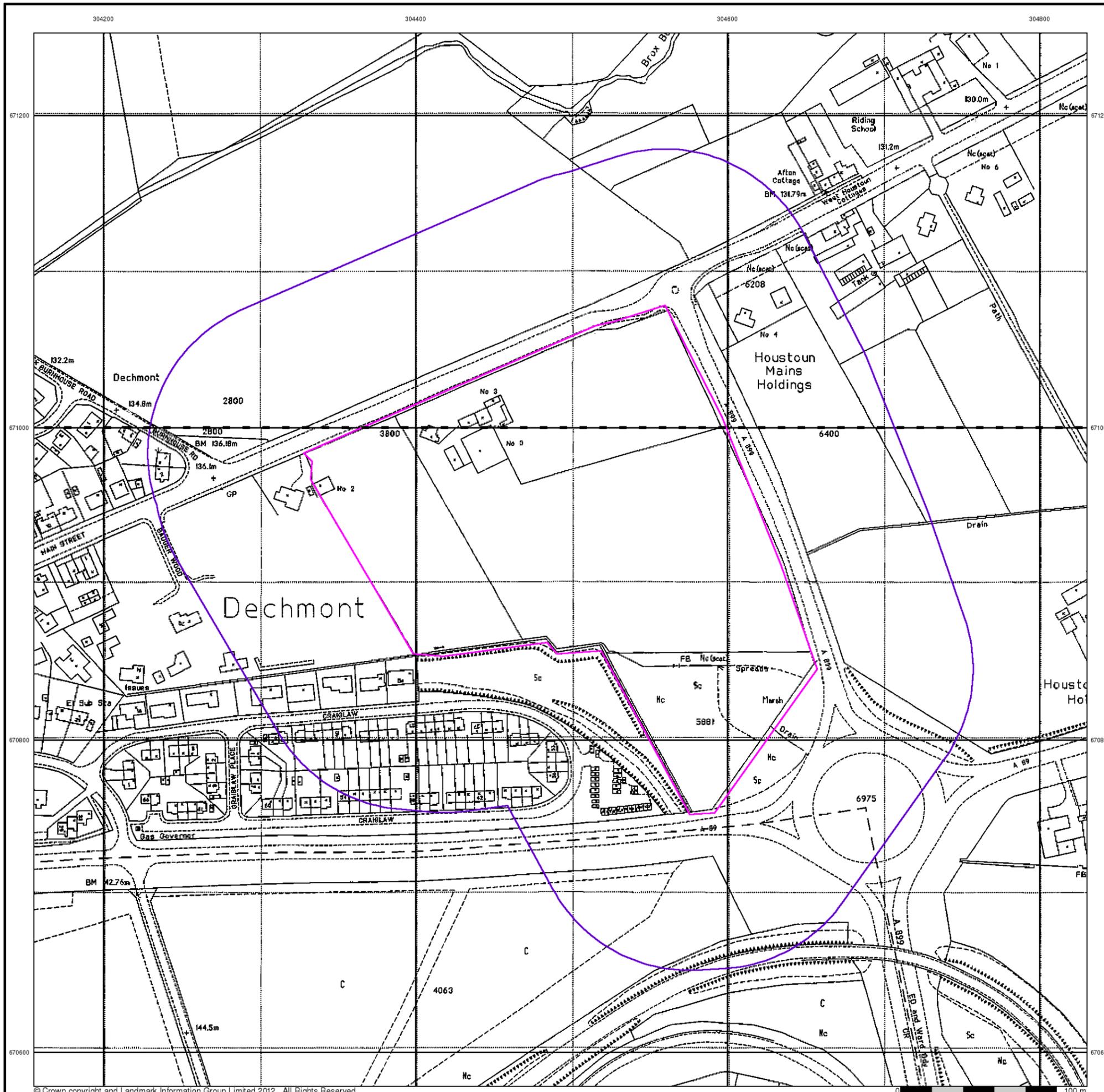


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 Slice: A
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 Search Buffer (m): 100

Site Details

Site at 304000, 670000



Large-Scale National Grid Data

Published 1995

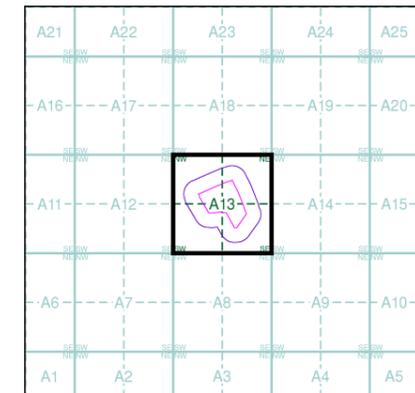
Source map scale - 1:2,500

'Large Scale National Grid Data' superseded SIM cards (Ordnance Survey's 'Survey of Information on Microfilm') in 1992, and continued to be produced until 1999. These maps were the fore-runners of digital mapping and so provide detailed information on houses and roads, but tend to show less topographic features such as vegetation. These maps were produced at both 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)

| | | |
|--------|------|---------|
| NT0471 | 1995 | 1:2,500 |
| NT0470 | 1995 | 1:2,500 |

Historical Map - Segment A13

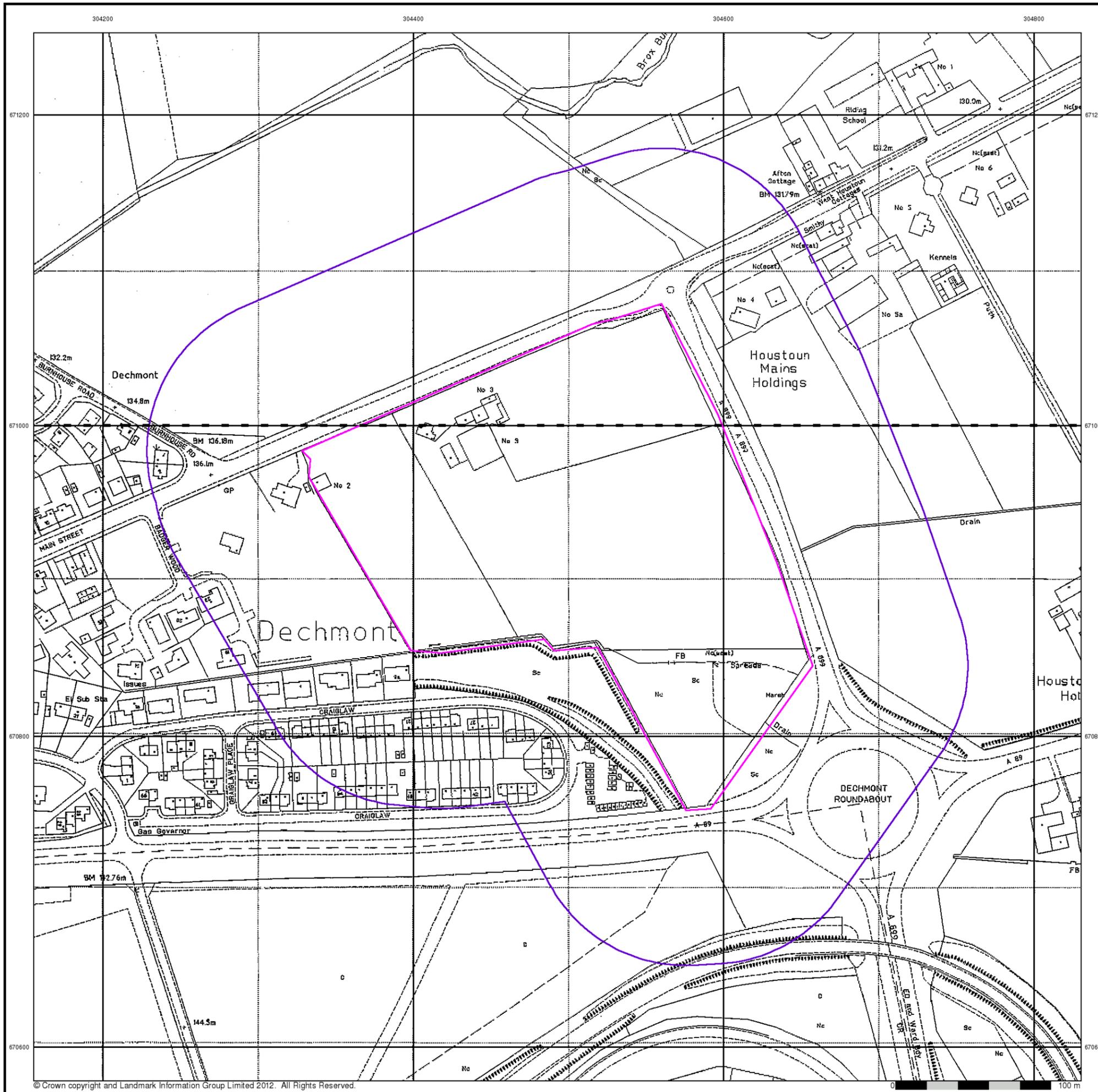


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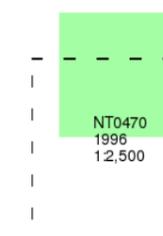
Large-Scale National Grid Data

Published 1996

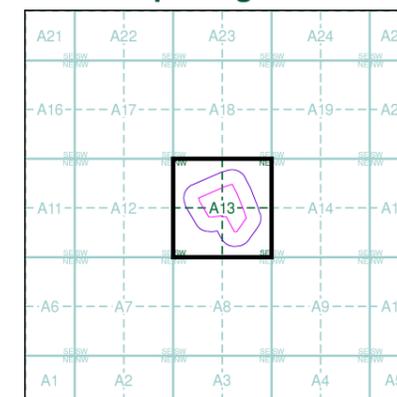
Source map scale - 1:2,500

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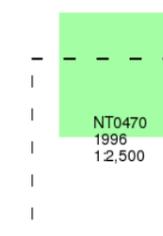
Large-Scale National Grid Data

Published 1996

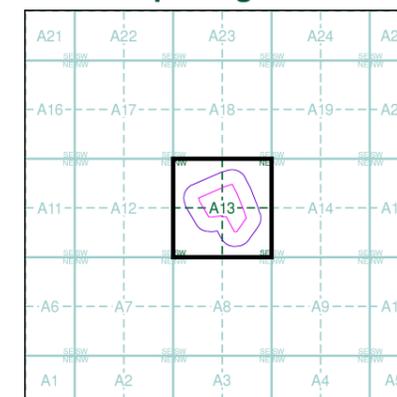
Source map scale - 1:2,500

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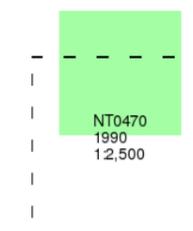
Additional SIMs

Published 1990

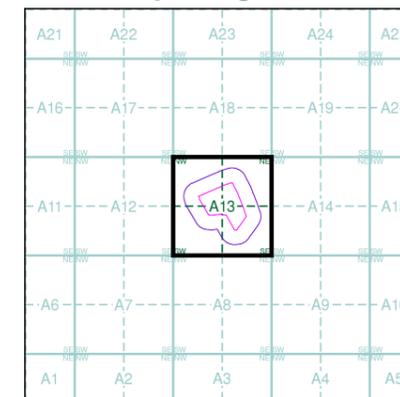
Source map scale - 1:2,500

The SIM cards (Ordnance Survey's 'Survey of Information on Microfilm') are further, minor editions of mapping which were produced and published in between the main editions as an area was updated. They date from 1947 to 1994, and contain detailed information on buildings, roads and land-use. These maps were produced at both 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)



Historical Map - Segment A13

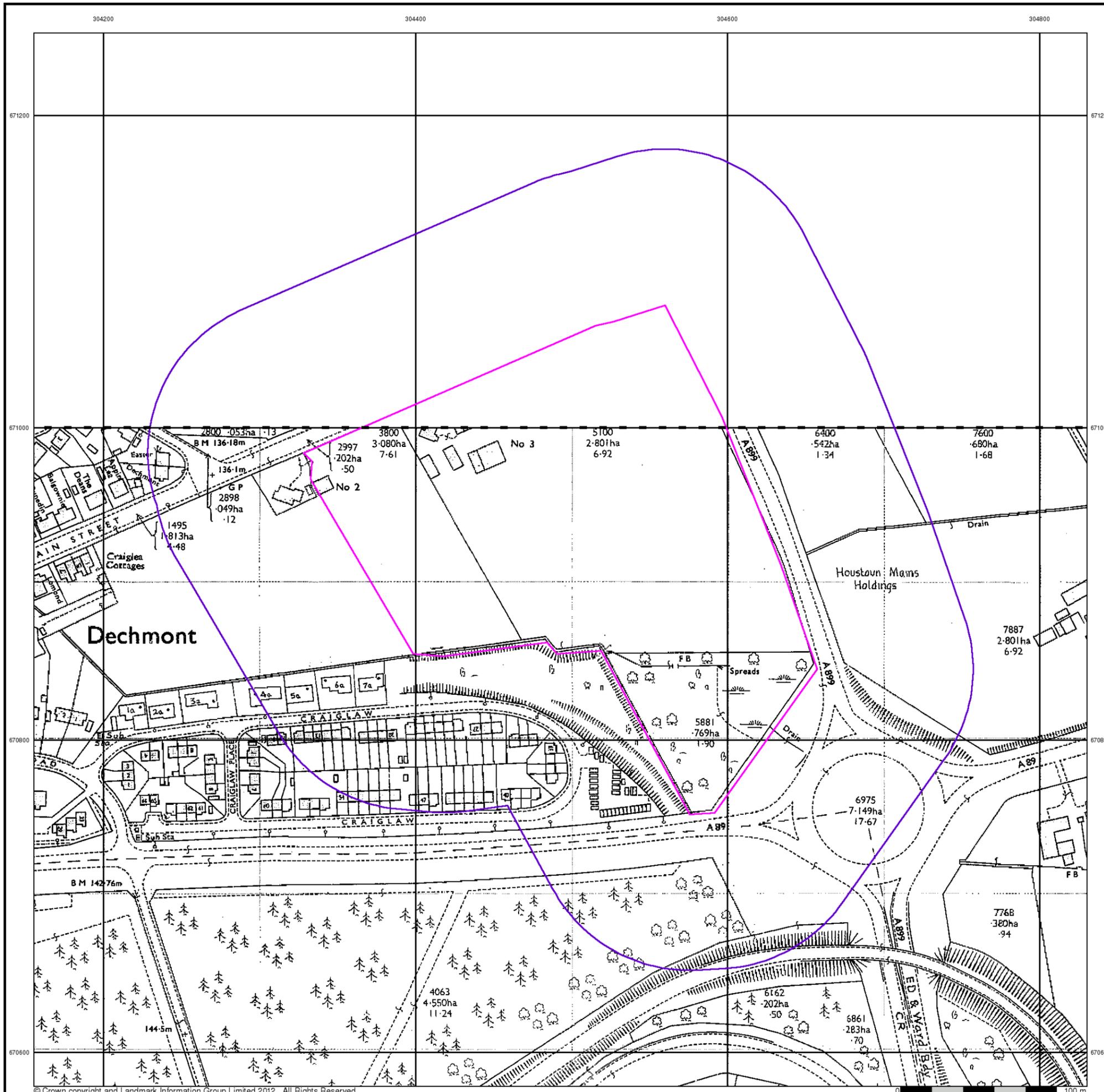


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 Slice: A
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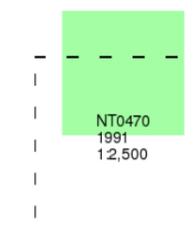
Additional SIMs

Published 1991

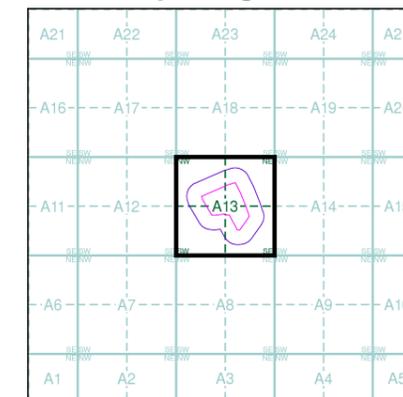
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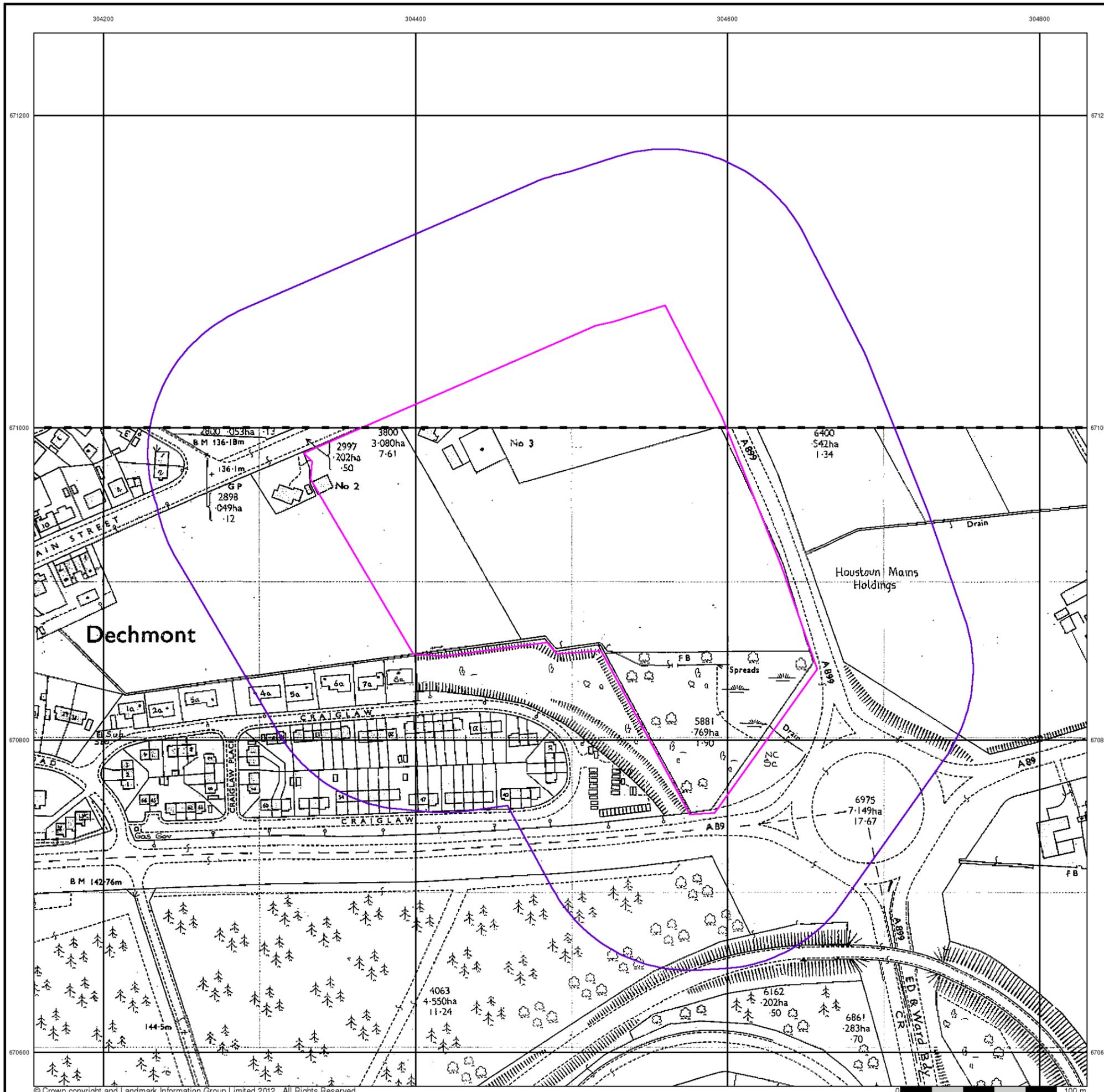


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Historical Mapping Legends

Ordnance Survey County Series 1:10,560

| | | | | | |
|--|---|--|-----------------------------|--|---------------|
| | Gravel Pit | | Sand Pit | | Other Pits |
| | Quarry | | Shingle | | Orchard |
| | Osiers | | Reeds | | Marsh |
| | Mixed Wood | | Deciduous | | Brushwood |
| | Fir | | Furze | | Rough Pasture |
| | Arrow denotes flow of water | | Trigonometrical Station | | |
| | Site of Antiquities | | Bench Mark | | |
| | Pump, Guide Post, Signal Post | | Well, Spring, Boundary Post | | |
| | -285 Surface Level | | | | |
| | Sketched Contour | | Instrumental Contour | | |
| | Main Roads | | Minor Roads | | |
| | Sunken Road | | Raised Road | | |
| | Road over Railway | | Railway over River | | |
| | Railway over Road | | Level Crossing | | |
| | Road over River or Canal | | Road over Stream | | |
| | Road over Stream | | | | |
| | County Boundary (Geographical) | | | | |
| | County & Civil Parish Boundary | | | | |
| | Administrative County & Civil Parish Boundary | | | | |
| | County Borough Boundary (England) | | | | |
| | County Burgh Boundary (Scotland) | | | | |
| | Rural District Boundary | | | | |
| | Civil Parish Boundary | | | | |

Ordnance Survey Plan 1:10,000

| | | | |
|--|---|--|-------------------------|
| | Chalk Pit, Clay Pit or Quarry | | Gravel Pit |
| | Sand Pit | | Disused Pit or Quarry |
| | Refuse or Slag Heap | | Lake, Loch or Pond |
| | Dunes | | Boulders |
| | Coniferous Trees | | Non-Coniferous Trees |
| | Orchard | | Scrub |
| | Coppice | | |
| | Bracken | | Heath |
| | Rough Grassland | | |
| | Marsh | | Reeds |
| | Saltings | | |
| | Building | | Glasshouse |
| | Sloping Masonry | | Pylon |
| | Electricity Transmission Line | | Pole |
| | Cutting | | Embankment |
| | Standard Gauge Multiple Track | | |
| | Standard Gauge Single Track | | |
| | Siding, Tramway or Mineral Line | | |
| | Narrow Gauge | | |
| | Geographical County | | |
| | Administrative County, County Borough or County of City | | |
| | Municipal Borough, Urban or Rural District, Burgh or District Council | | |
| | Borough, Burgh or County Constituency Shown only when not coincident with other boundaries | | |
| | Civil Parish Shown alternately when coincidence of boundaries occurs | | |
| | BP, BS Boundary Post or Stone | | Pol Sta Police Station |
| | Ch Church | | PO Post Office |
| | CH Club House | | PC Public Convenience |
| | F E Sta Fire Engine Station | | PH Public House |
| | FB Foot Bridge | | SB Signal Box |
| | Fn Fountain | | Spr Spring |
| | GP Guide Post | | TCB Telephone Call Box |
| | MP Mile Post | | TCP Telephone Call Post |
| | MS Mile Stone | | W Well |

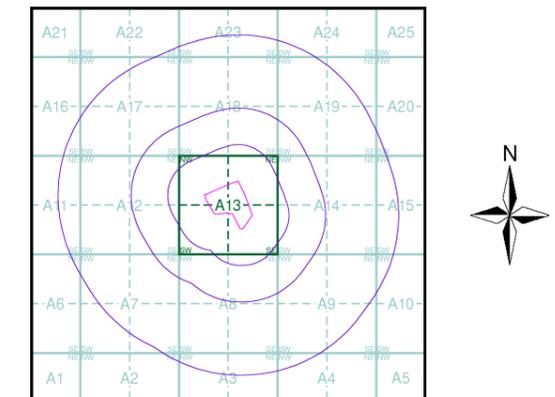
1:10,000 Raster Mapping

| | | | |
|--|--|--|--|
| | Gravel Pit | | Refuse tip or slag heap |
| | Rock | | Rock (scattered) |
| | Boulders | | Boulders (scattered) |
| | Shingle | | Mud |
| | Sand | | Sand Pit |
| | Slopes | | Top of cliff |
| | General detail | | Underground detail |
| | Overhead detail | | Narrow gauge railway |
| | Multi-track railway | | Single track railway |
| | County boundary (England only) | | Civil, parish or community boundary |
| | District, Unitary, Metropolitan, London Borough boundary | | Constituency boundary |
| | Area of wooded vegetation | | Non-coniferous trees |
| | Non-coniferous trees (scattered) | | Coniferous trees |
| | Coniferous trees (scattered) | | Positioned tree |
| | Orchard | | Coppice or Osiers |
| | Rough Grassland | | Heath |
| | Scrub | | Marsh, Salt Marsh or Reeds |
| | Water feature | | Flow arrows |
| | MHW(S) Mean high water (springs) | | MLW(S) Mean low water (springs) |
| | Telephone line (where shown) | | Electricity transmission line (with poles) |
| | Bench mark (where shown) | | Triangulation station |
| | Point feature (e.g. Guide Post or Mile Stone) | | Pylon, flare stack or lighting tower |
| | Site of (antiquity) | | Glasshouse |
| | General Building | | Important Building |

Historical Mapping & Photography included:

| Mapping Type | Scale | Date | Pg |
|-------------------------------|----------|-------------|----|
| Linlithgowshire | 1:10,560 | 1897 - 1898 | 1 |
| Edinburghshire | 1:10,560 | 1895 | 1 |
| Edinburghshire | 1:10,560 | 1908 - 1909 | 1 |
| Linlithgowshire | 1:10,560 | 1952 | 1 |
| Ordnance Survey Plan | 1:10,000 | 1957 - 1958 | 1 |
| Ordnance Survey Plan | 1:10,000 | 1957 | 1 |
| Ordnance Survey Plan | 1:10,000 | 1966 | 1 |
| Ordnance Survey Plan | 1:10,000 | 1970 | 1 |
| Ordnance Survey Plan | 1:10,000 | 1976 | 1 |
| Ordnance Survey Plan | 1:10,000 | 1983 - 1984 | 1 |
| Ordnance Survey Plan | 1:10,000 | 1991 - 1995 | 1 |
| Edinburghshire | 1:10,560 | 1853 | 1 |
| Linlithgowshire | 1:10,560 | 1856 | 1 |
| Historical Aerial Photography | 1:10,560 | 1950 | 1 |
| 10K Raster Mapping | 1:10,000 | 1999 | 1 |
| 10K Raster Mapping | 1:10,000 | 2006 | 1 |
| 10K Raster Mapping | 1:10,000 | 2011 | 1 |

Historical Map - Slice A



Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000

Linlithgowshire

Published 1897 - 1898

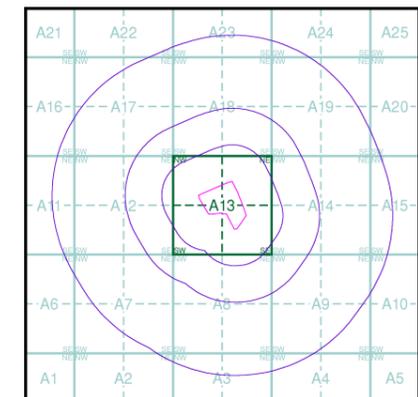
Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

| | |
|---------------------------|---------------------------|
| 005SE 1897 1:10,560 | 006SW 1897 1:10,560 |
| 009NE 1898 1:10,560 | 010NW 1897 1:10,560 |

Historical Map - Slice A

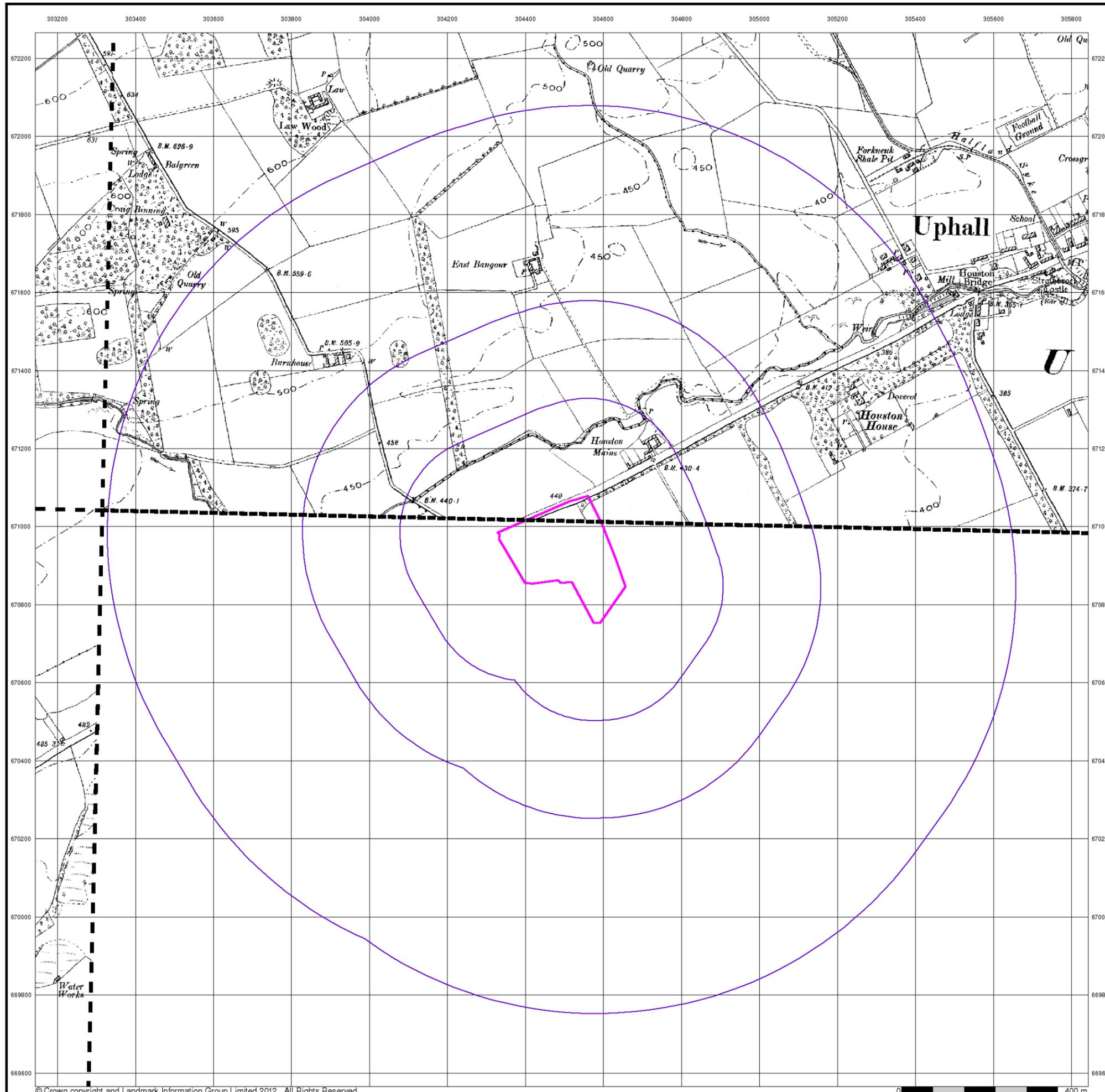


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



Edinburghshire

Published 1895

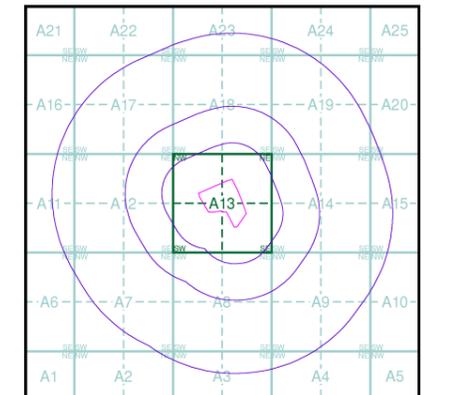
Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

| | |
|---------------------------|---------------------------|
| | |
| 005NW 1895 1:10,560 | 005NE 1895 1:10,560 |

Historical Map - Slice A

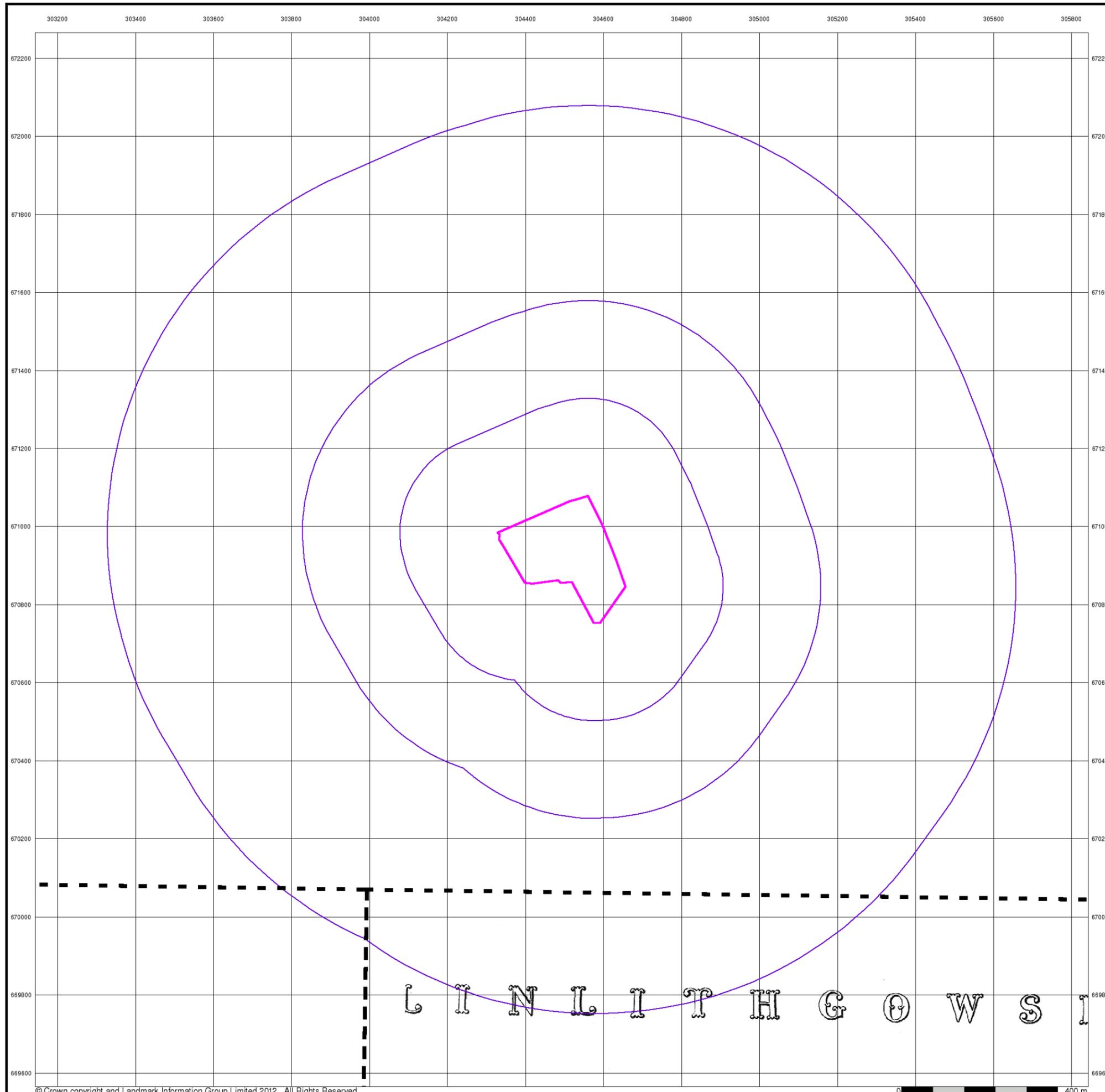


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



Edinburghshire

Published 1908 - 1909

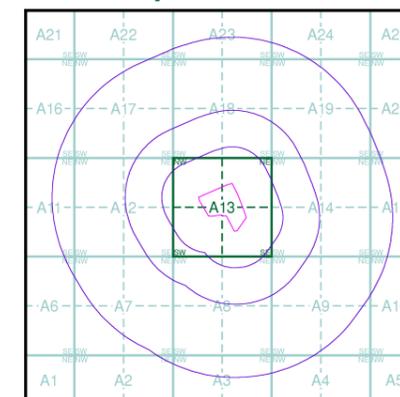
Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

| | |
|---------------------------|---------------------------|
| 005NW 1909 1:10,560 | 005NE 1908 1:10,560 |
|---------------------------|---------------------------|

Historical Map - Slice A

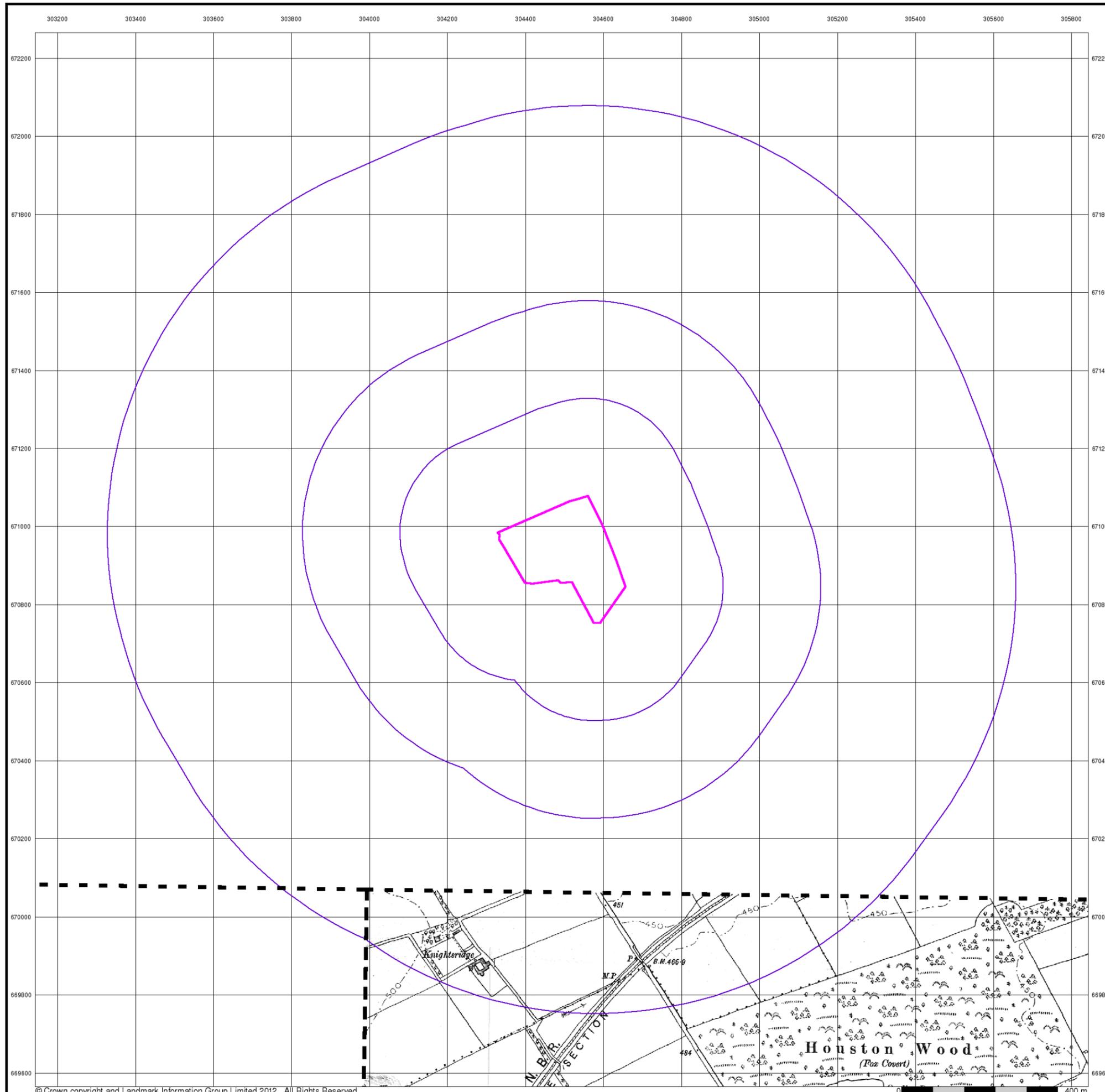


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



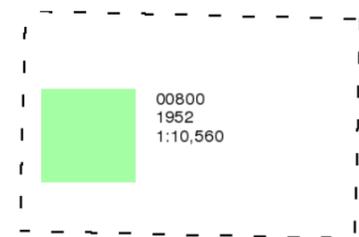
Linlithgowshire

Published 1952

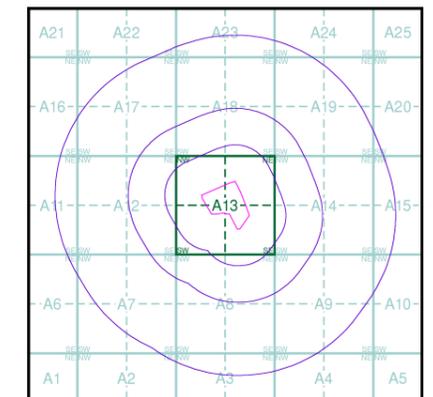
Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)



Historical Map - Slice A

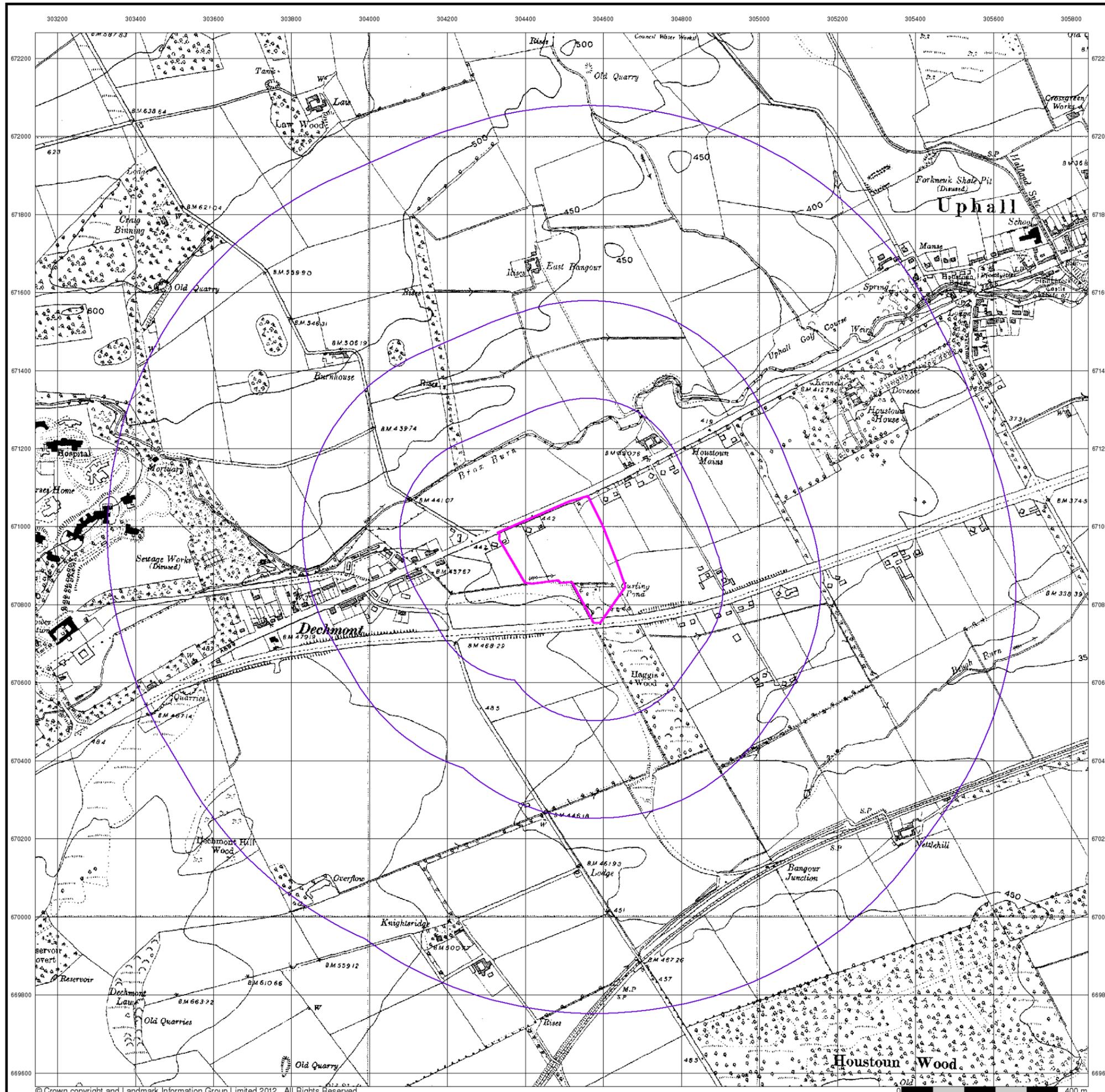


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



Ordnance Survey Plan

Published 1957 - 1958

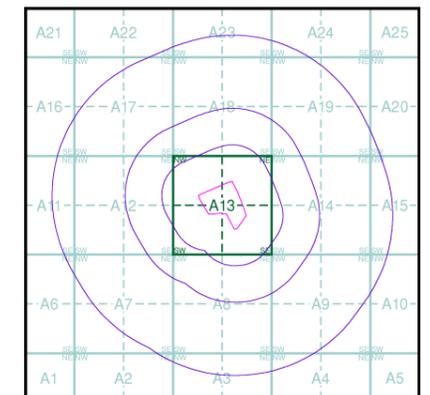
Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

| | |
|----------|----------|
| NT07SW | NT07SE |
| 1958 | 1958 |
| 1:10,560 | 1:10,560 |
| NT06NW | NT06NE |
| 1957 | 1957 |
| 1:10,560 | 1:10,560 |

Historical Map - Slice A

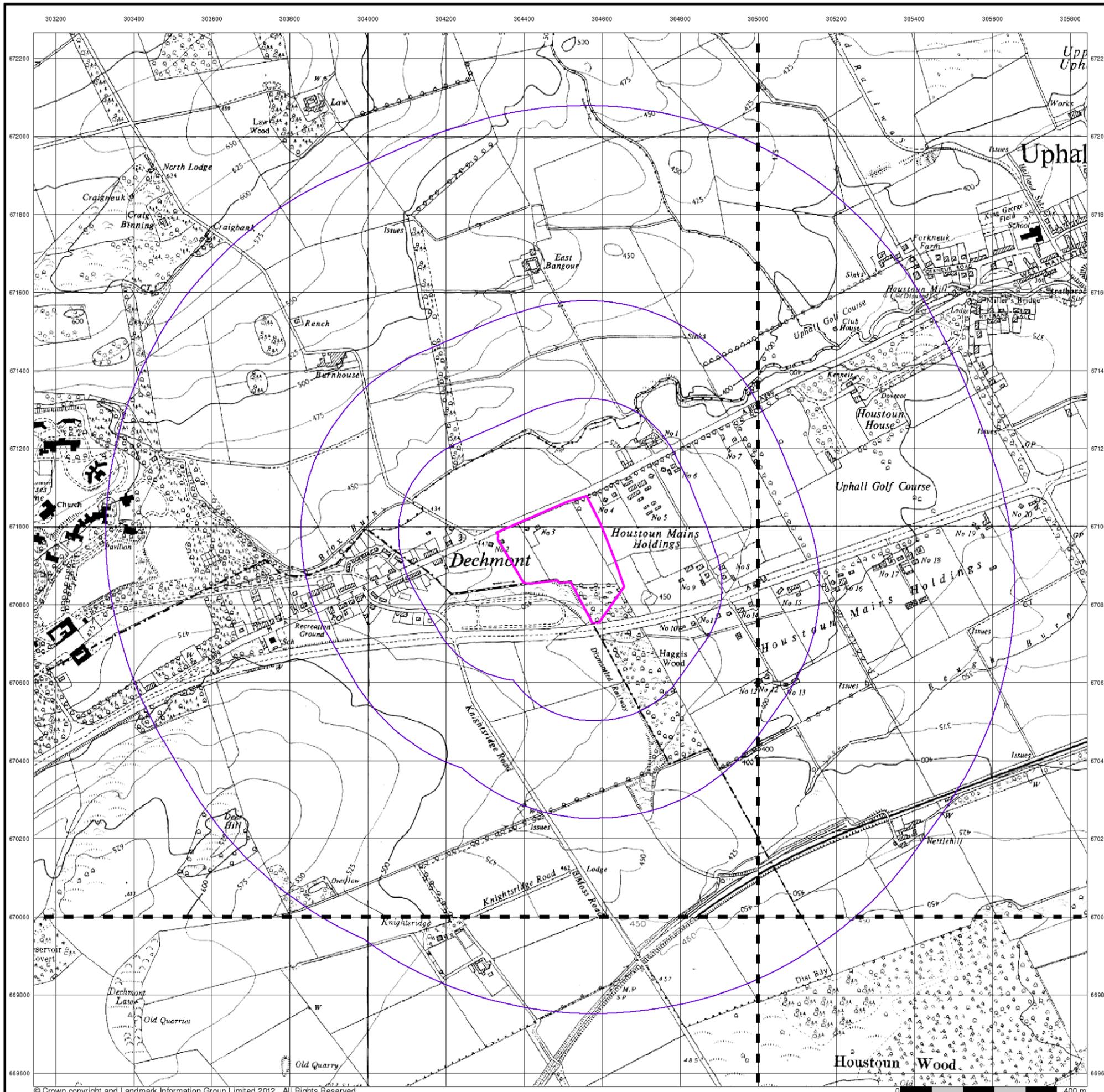


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



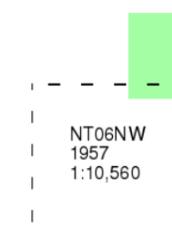
Ordnance Survey Plan

Published 1957

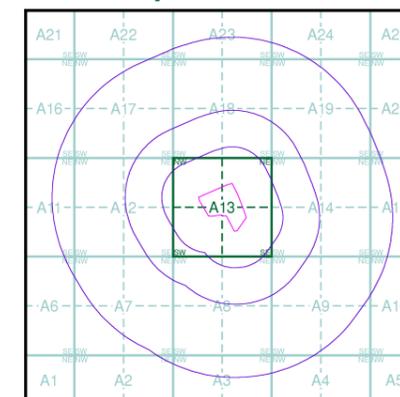
Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)



Historical Map - Slice A

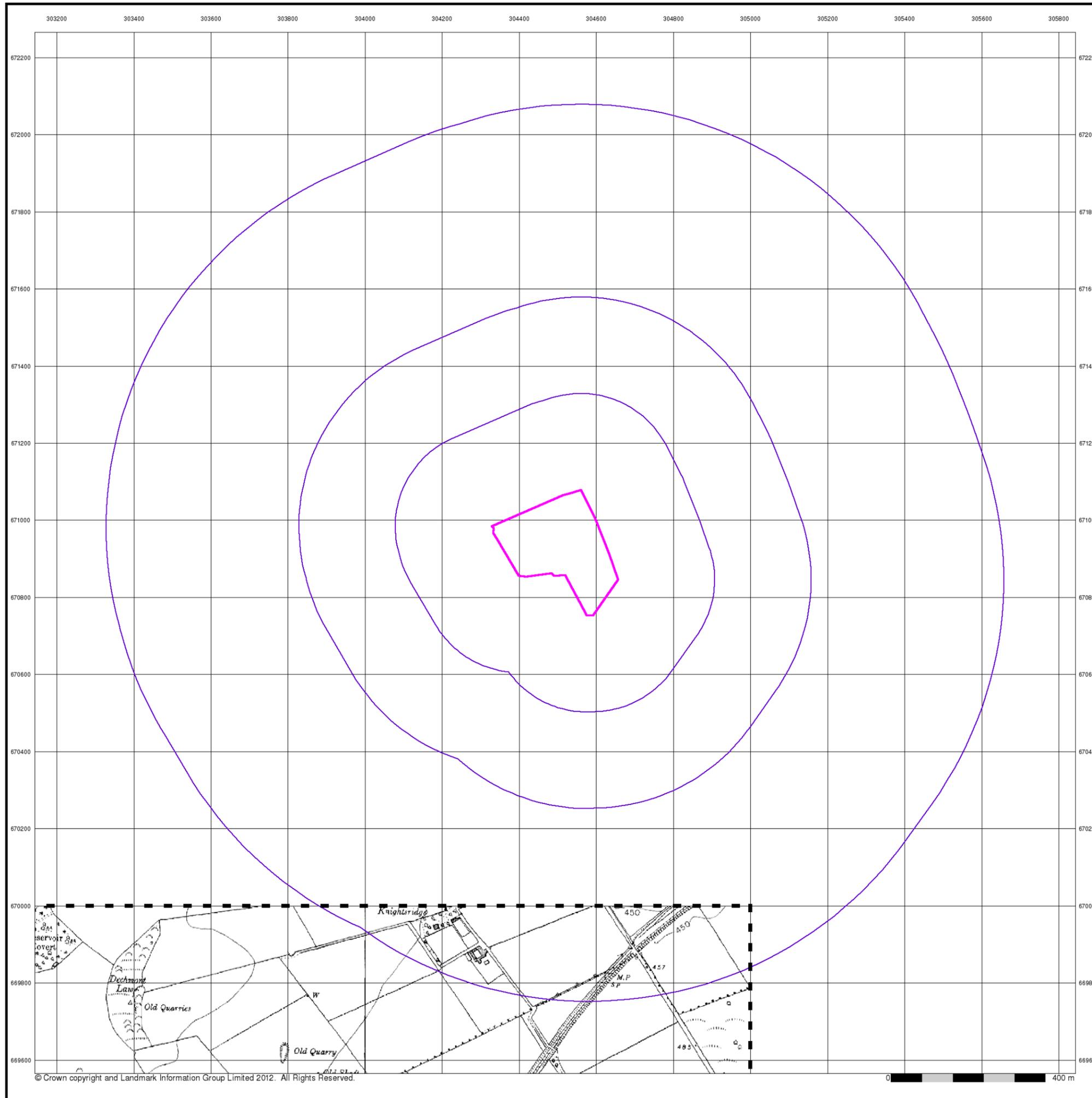


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



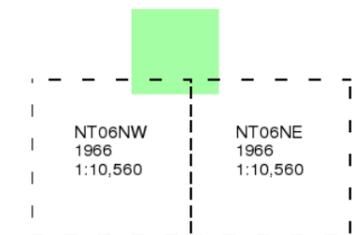
Ordnance Survey Plan

Published 1966

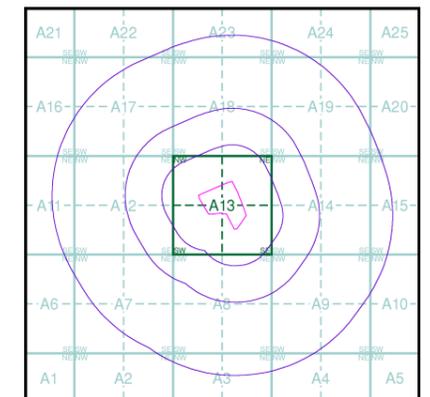
Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)



Historical Map - Slice A

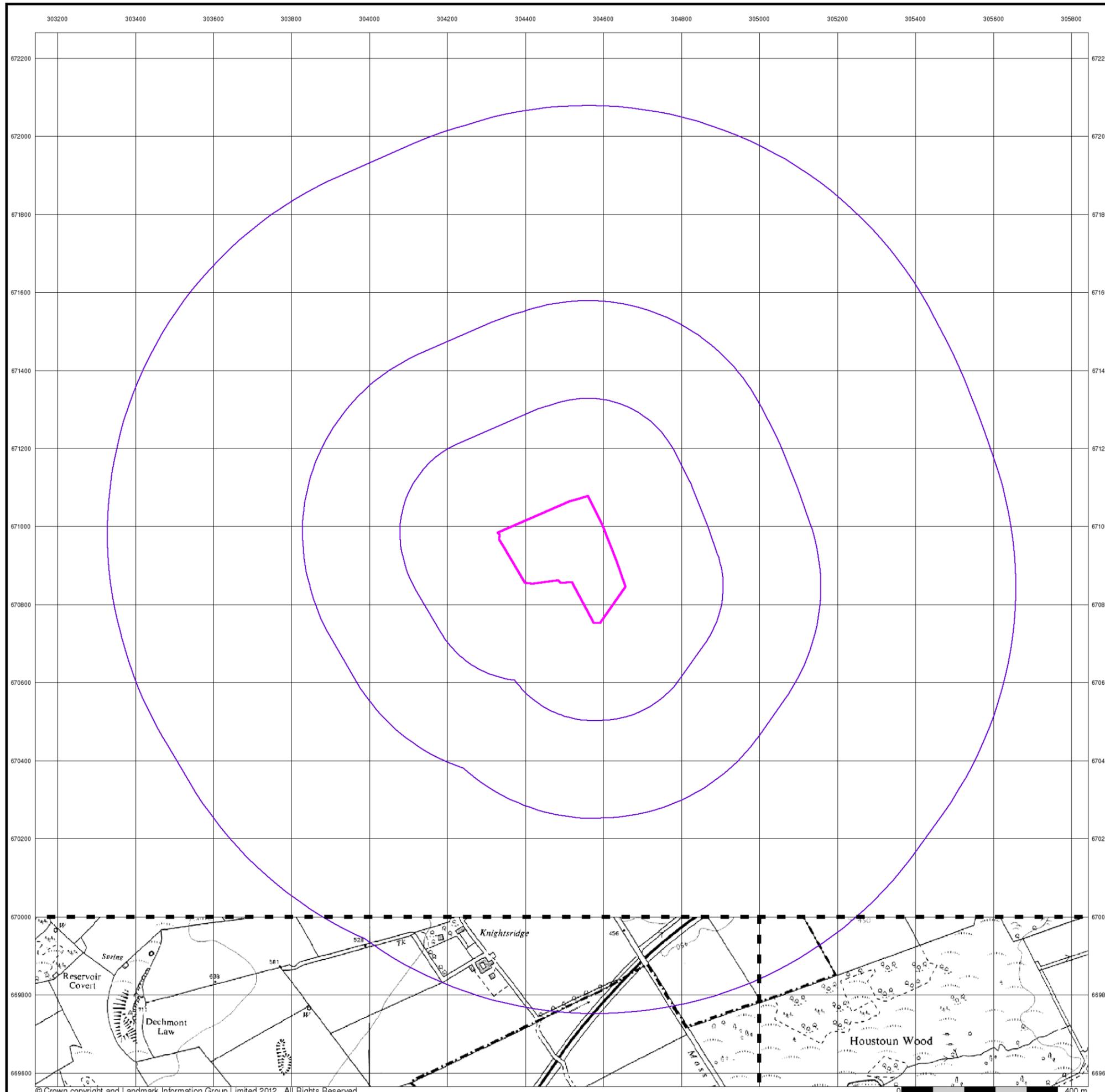


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



Ordnance Survey Plan

Published 1970

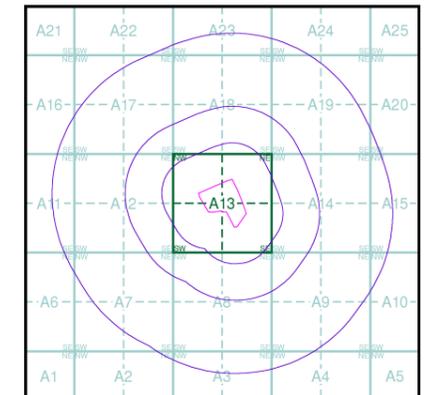
Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

| | |
|----------------------------|----------------------------|
| NT07SW 1970 1:10,560 | NT07SE 1970 1:10,560 |
|----------------------------|----------------------------|

Historical Map - Slice A

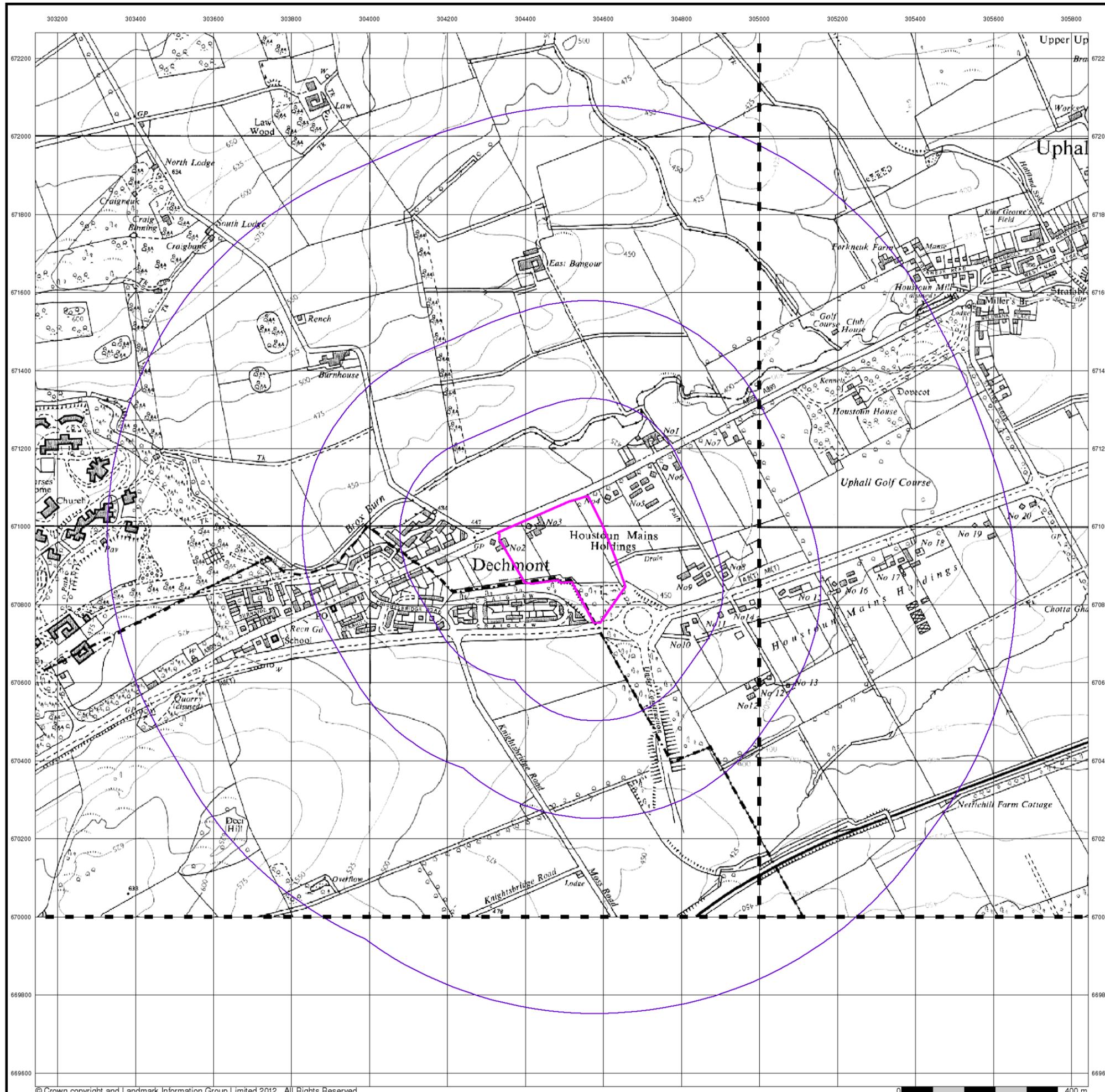


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



Ordnance Survey Plan

Published 1983 - 1984

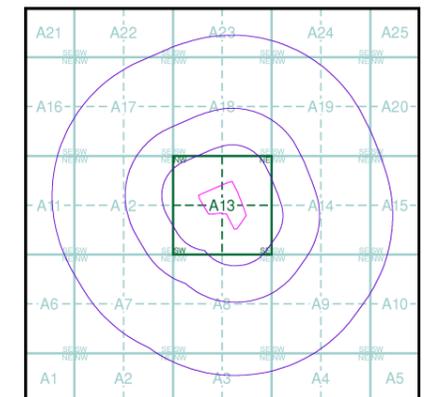
Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

| | | |
|----------|----------|--|
| | NT07SE | |
| | 1983 | |
| | 1:10,000 | |
| | | |
| NT06NW | NT06NE | |
| 1984 | 1984 | |
| 1:10,000 | 1:10,000 | |

Historical Map - Slice A

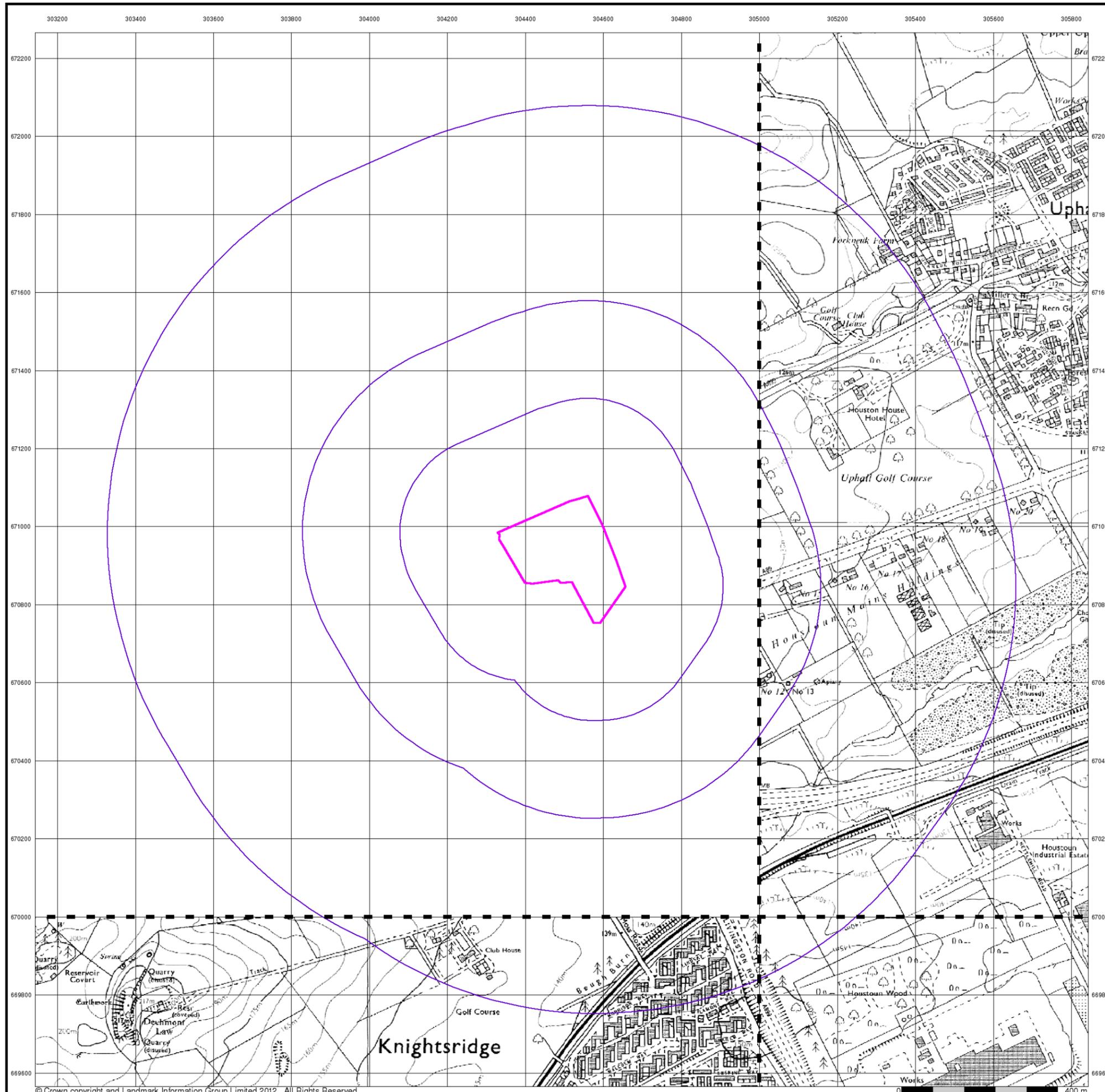


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



Ordnance Survey Plan

Published 1991 - 1995

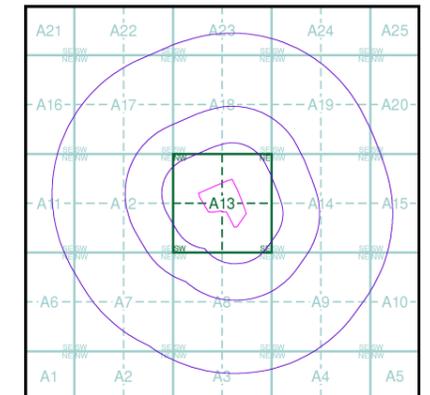
Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

| | | |
|--------|------|----------|
| NT07SE | 1995 | 1:10,000 |
| NT06NW | 1992 | 1:10,000 |
| NT06NE | 1991 | 1:10,000 |

Historical Map - Slice A

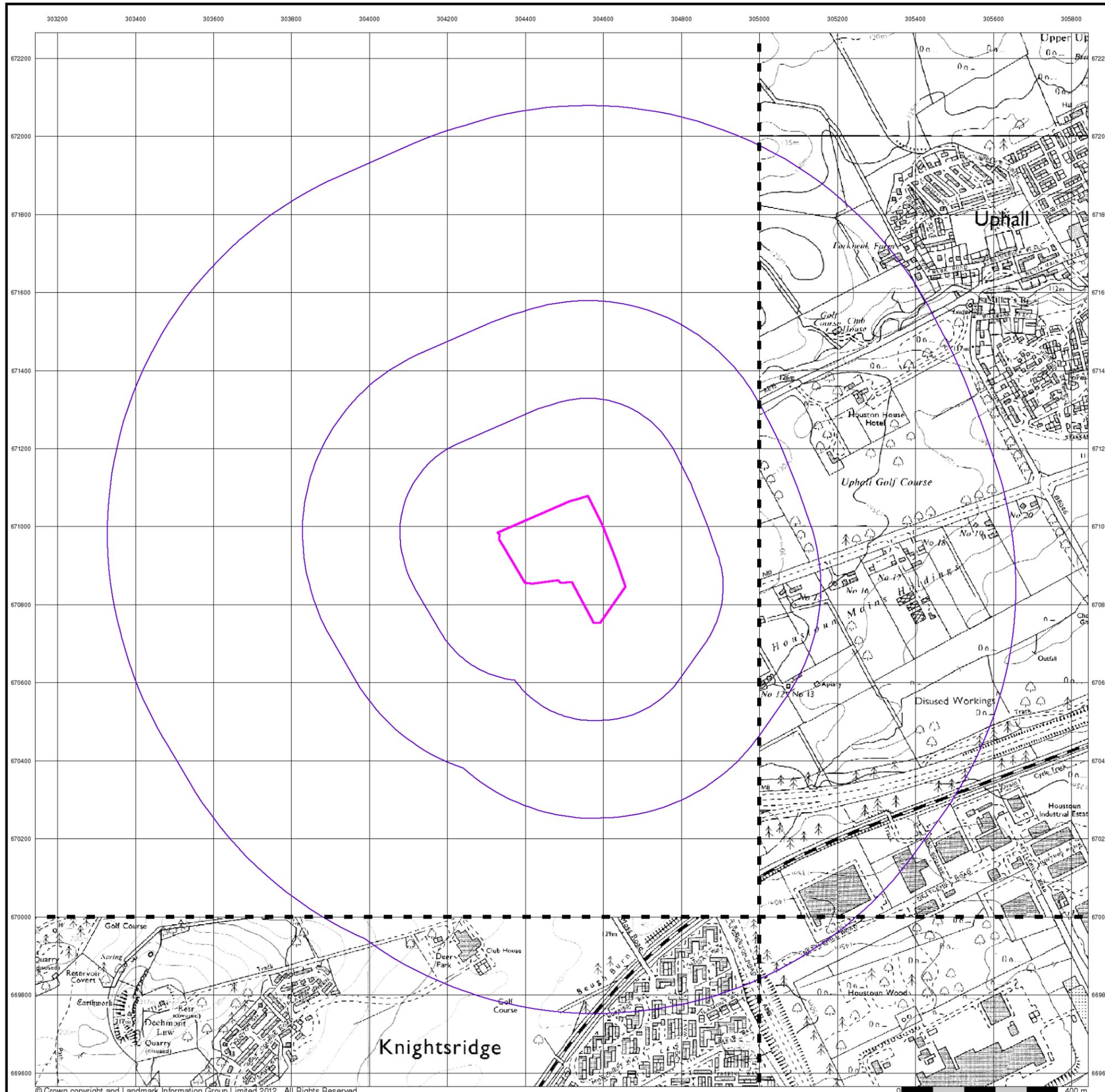


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



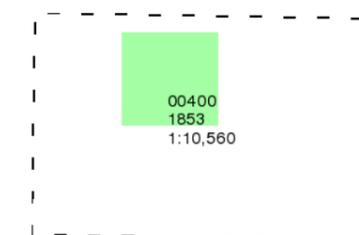
Edinburghshire

Published 1853

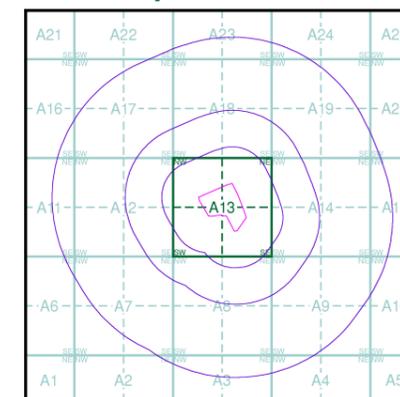
Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)



Historical Map - Slice A

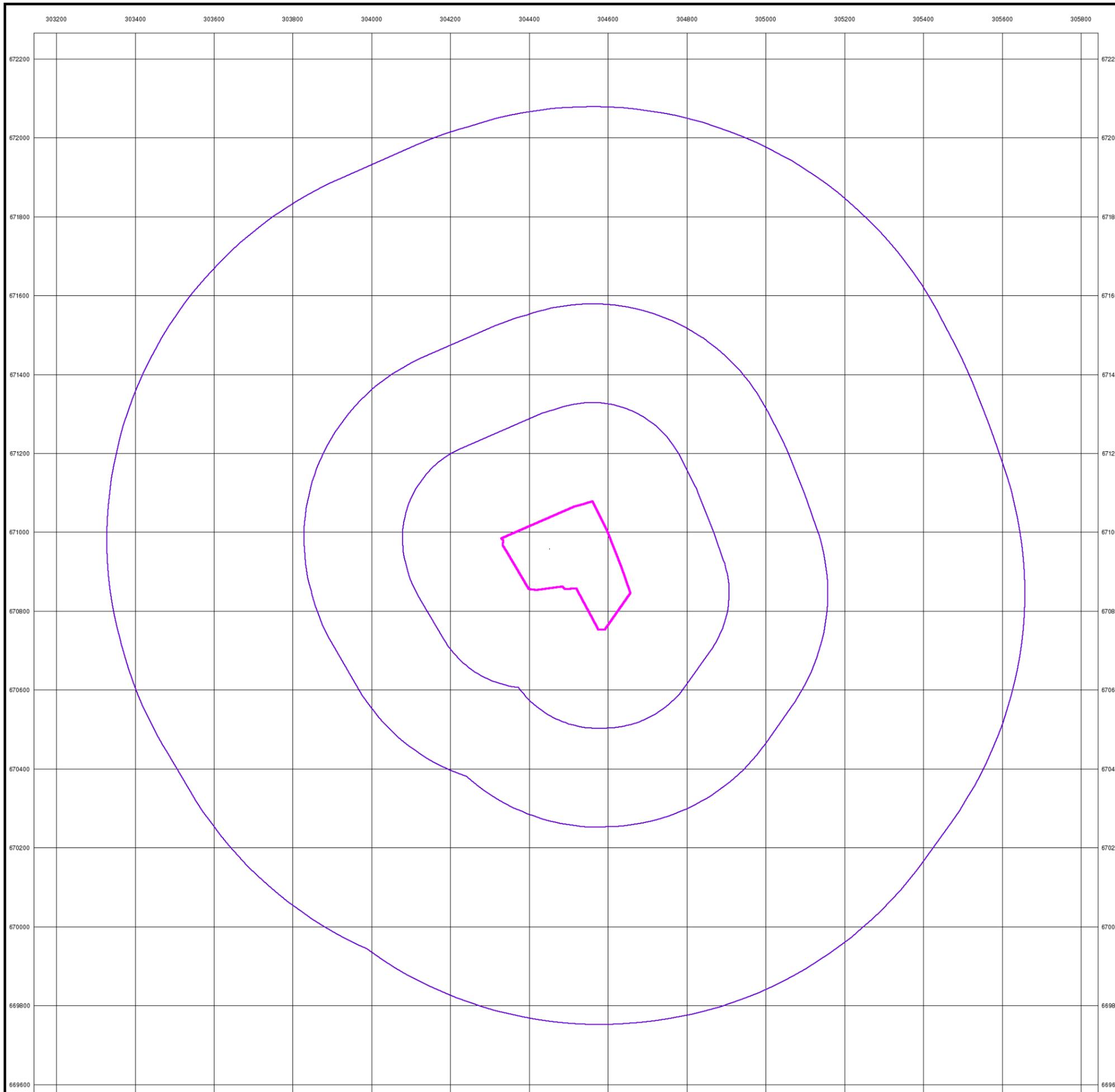


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



Linlithgowshire

Published 1856

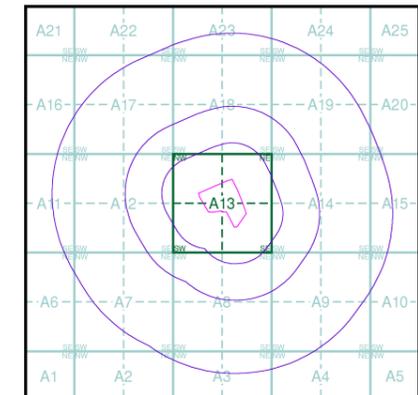
Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

| | |
|---------------------------|---------------------------|
| 00500 1856 1:10,560 | 00600 1856 1:10,560 |
| 00900 1856 1:10,560 | 01000 1856 1:10,560 |

Historical Map - Slice A

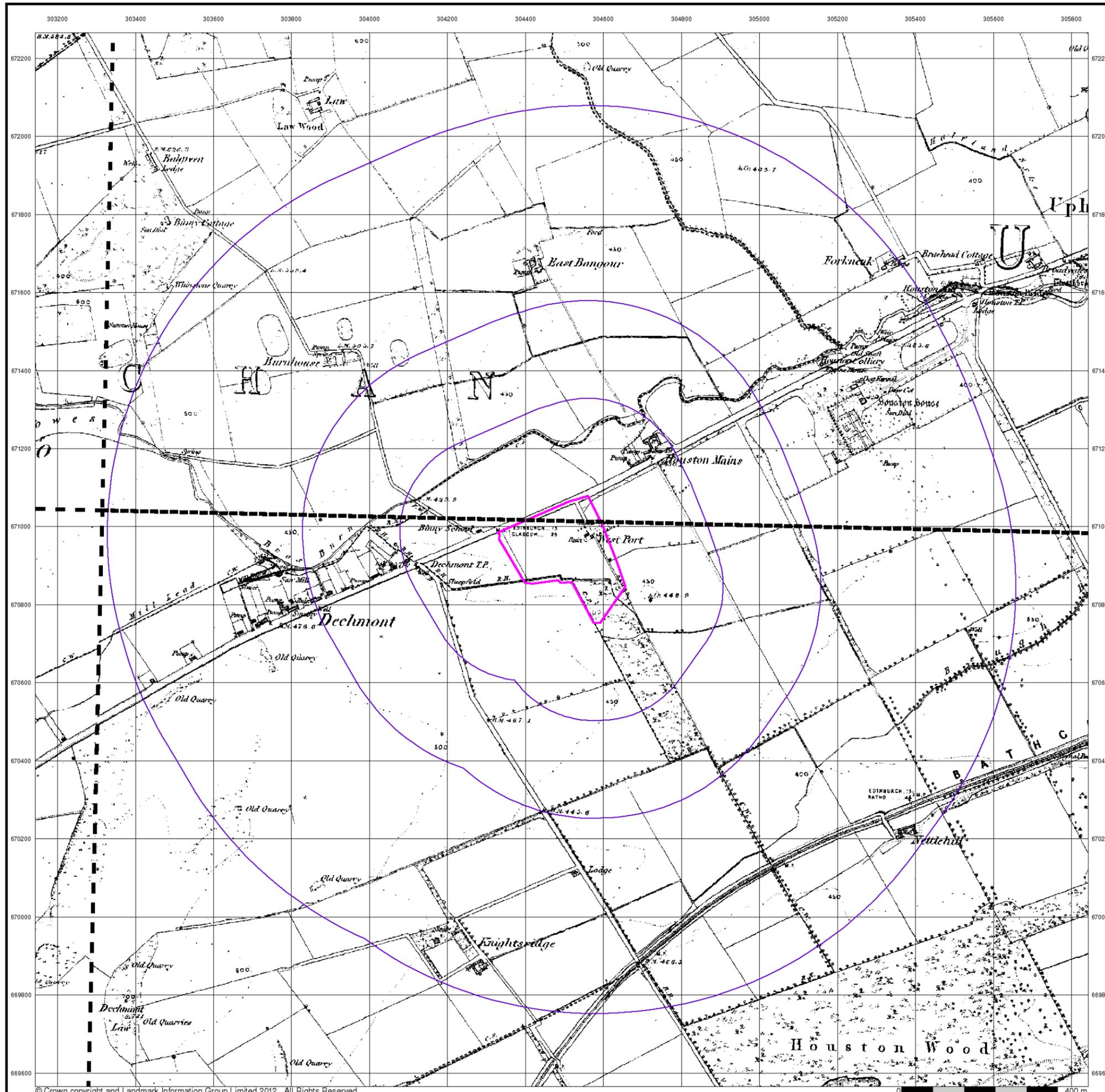


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



Historical Aerial Photography

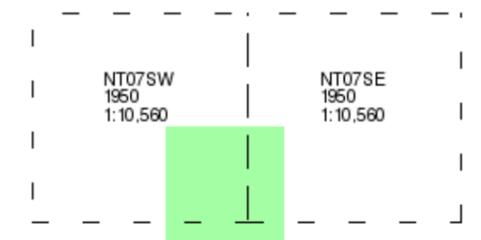
Published 1950

Source map scale - 1:10,560

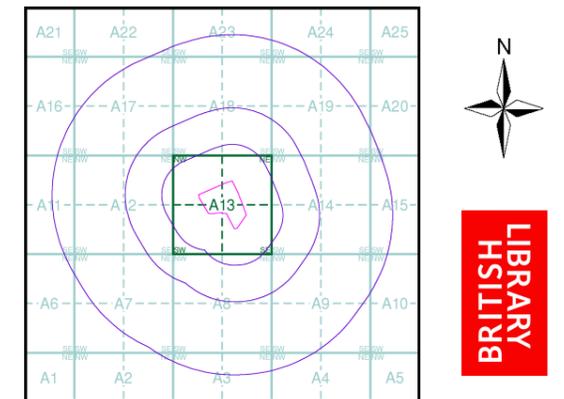
The Historical Aerial Photos were produced by the Ordnance Survey at a scale of 1:1,250 and 1:10,560 from Air Force photography. They were produced between 1944 and 1951 as an interim measure, pending preparation of conventional mapping, due to post war resource shortages. New security measures in the 1950's meant that every photograph was re-checked for potentially unsafe information with security sites replaced by fake fields or clouds. The original editions were withdrawn and only later made available after a period of fifty years although due to the accuracy of the editing, without viewing both revisions it is not easy to spot the edits. Where available Landmark have included both revisions.

© Landmark Information Group and/or Data Suppliers 2010.

Map Name(s) and Date(s)



Historical Aerial Photography - Slice A

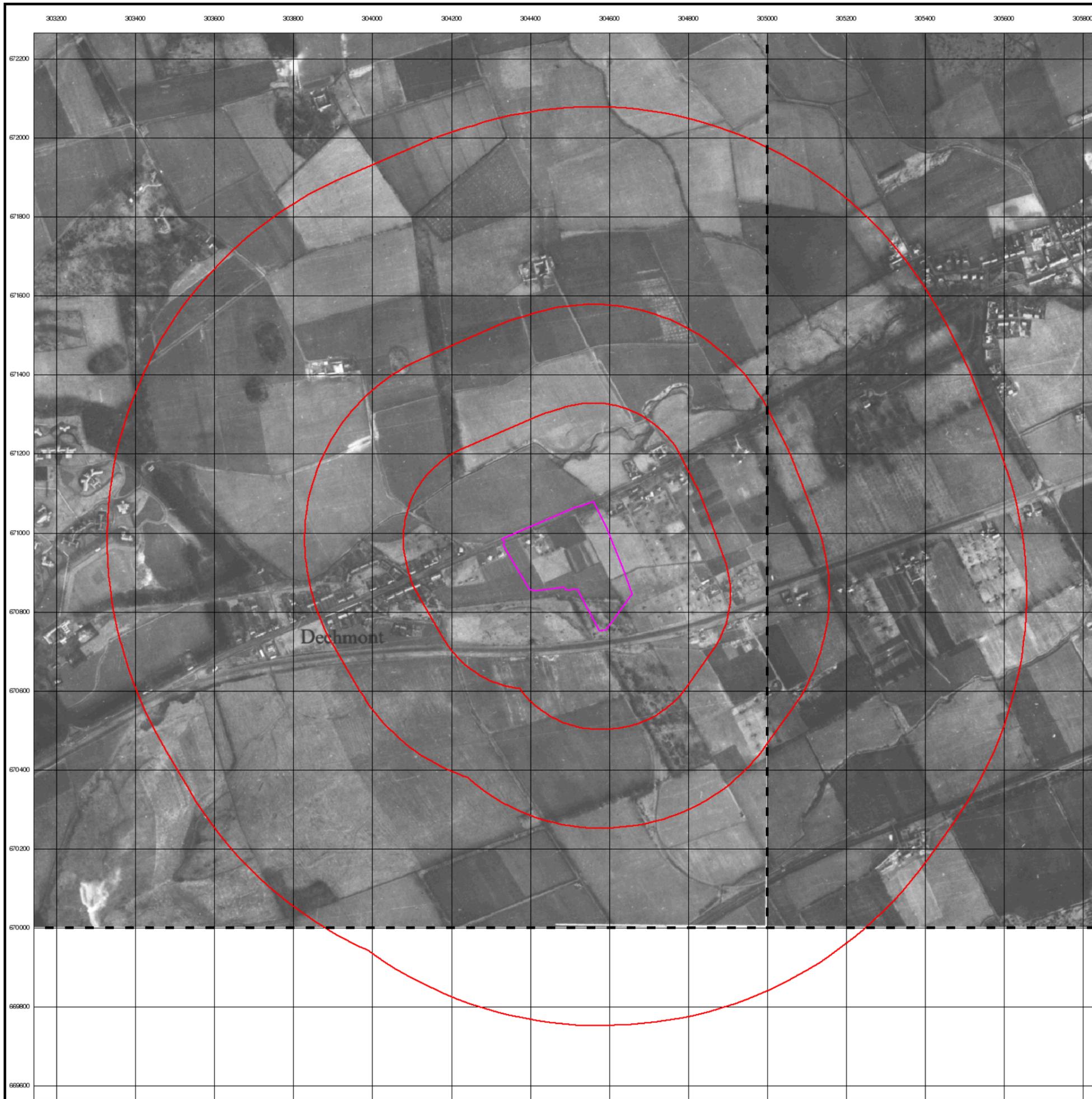


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



10k Raster Mapping

Published 1999

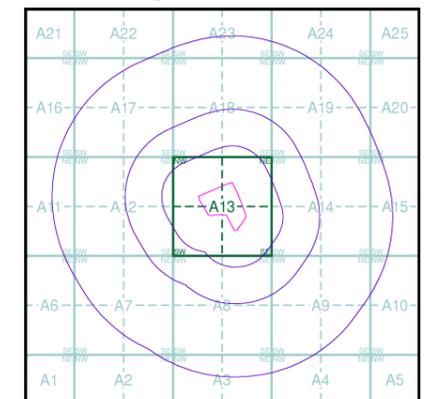
Source map scale - 1:10,000

The historical maps shown were produced from the Ordnance Survey's 1:10,000 colour raster mapping. These maps are derived from Landplan which replaced the old 1:10,000 maps originally published in 1970. The data is highly detailed showing buildings, fences and field boundaries as well as all roads, tracks and paths. Road names are also included together with the relevant road number and classification. Boundary information depiction includes county, unitary authority, district, civil parish and constituency.

Map Name(s) and Date(s)

| | |
|----------|----------|
| NT07SW | NT07SE |
| 1999 | 1999 |
| 1:10,000 | 1:10,000 |
| | |
| NT06NW | NT06NE |
| 1999 | 1999 |
| 1:10,000 | 1:10,000 |

Historical Map - Slice A

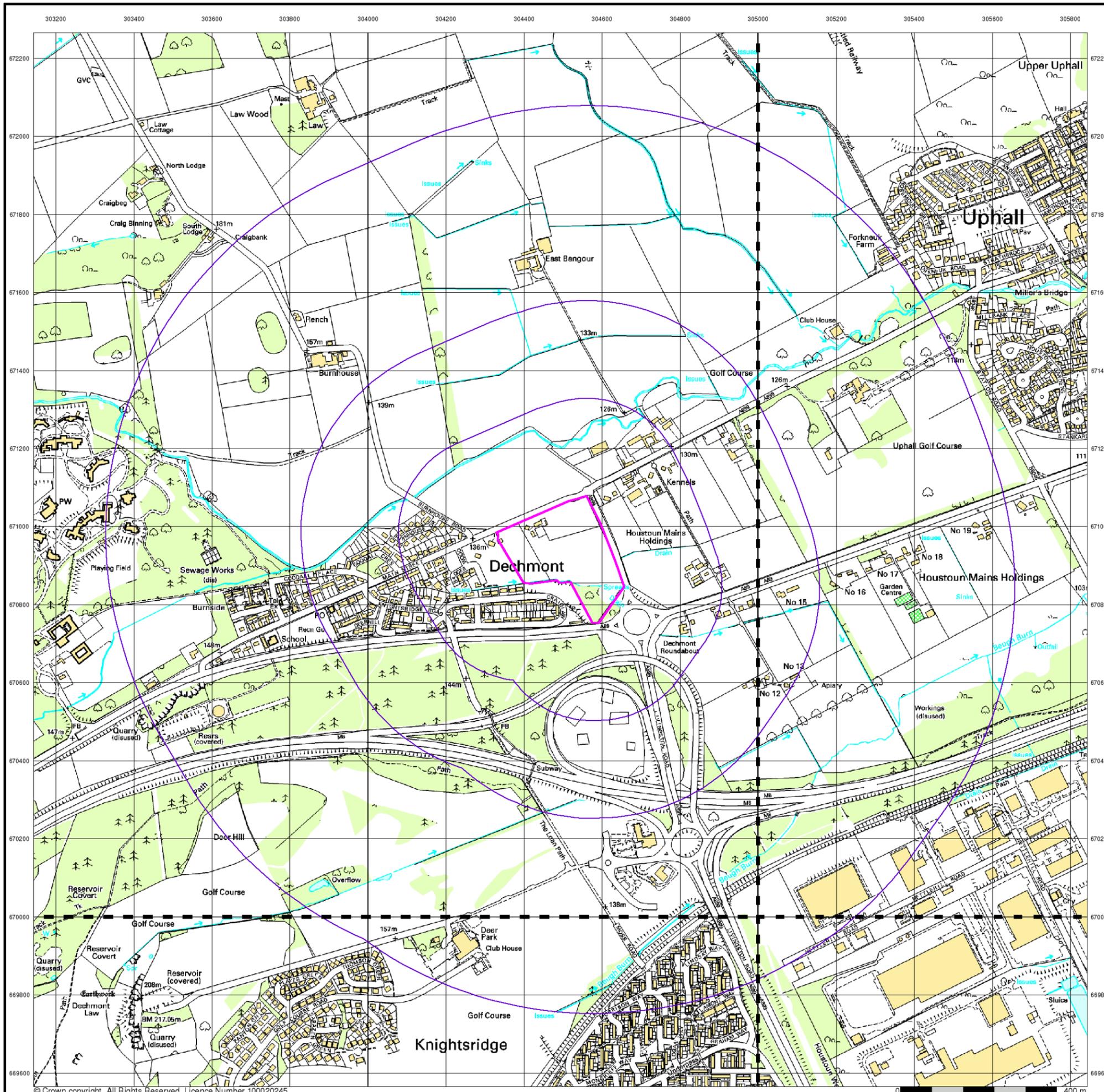


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



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10k Raster Mapping

Published 2006

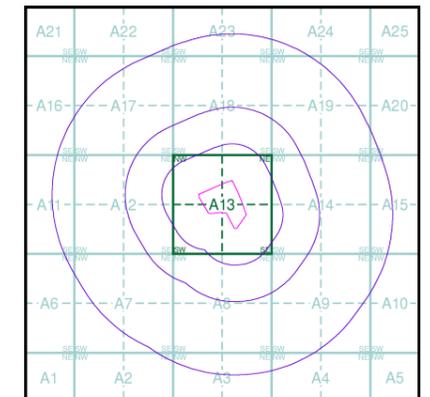
Source map scale - 1:10,000

The historical maps shown were produced from the Ordnance Survey's 1:10,000 colour raster mapping. These maps are derived from Landplan which replaced the old 1:10,000 maps originally published in 1970. The data is highly detailed showing buildings, fences and field boundaries as well as all roads, tracks and paths. Road names are also included together with the relevant road number and classification. Boundary information depiction includes county, unitary authority, district, civil parish and constituency.

Map Name(s) and Date(s)

| | |
|----------------------------|----------------------------|
| NT07SW 2006 1:10,000 | NT07SE 2006 1:10,000 |
| NT06NW 2006 1:10,000 | NT06NE 2006 1:10,000 |

Historical Map - Slice A

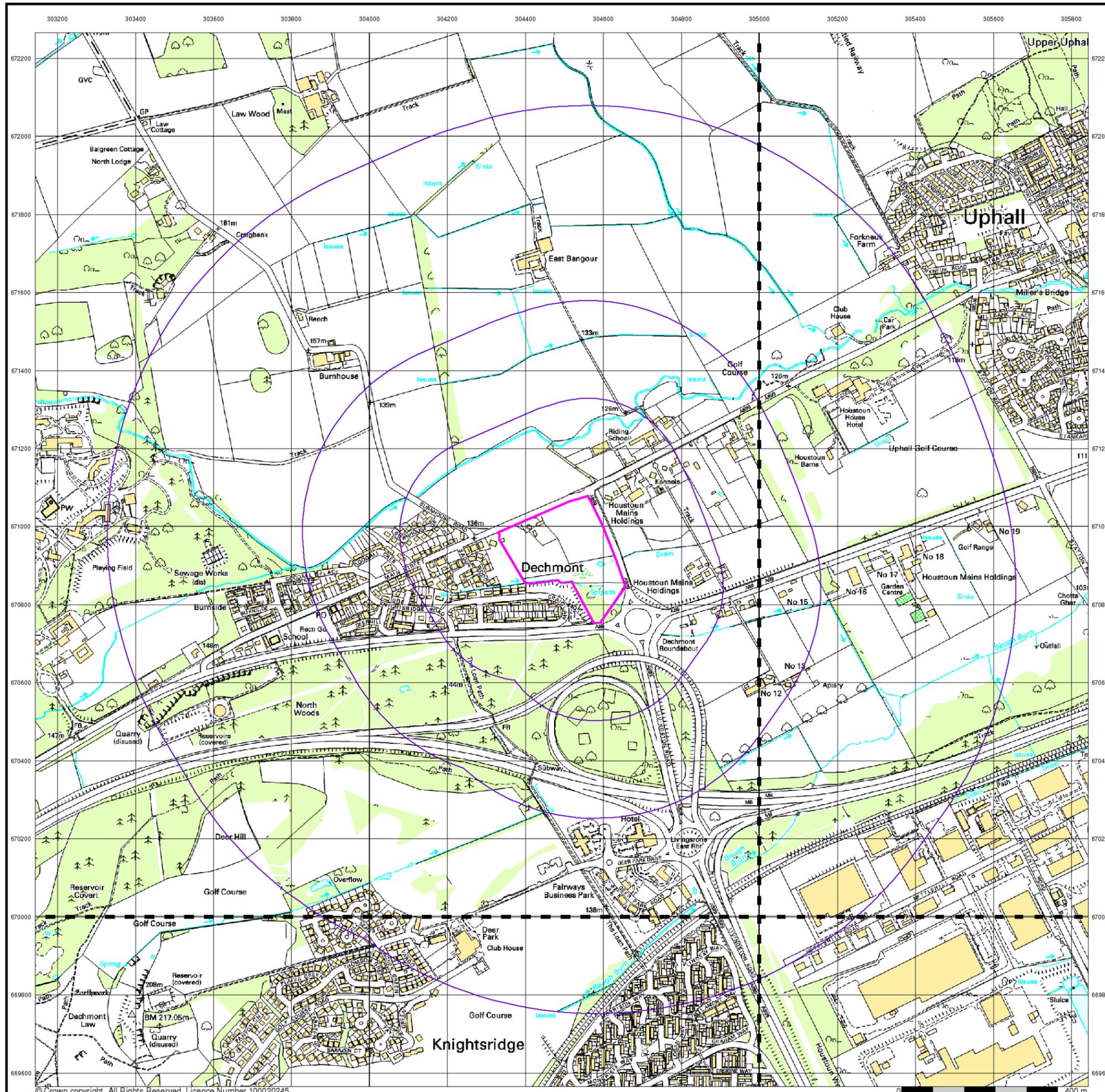


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



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10k Raster Mapping

Published 2011

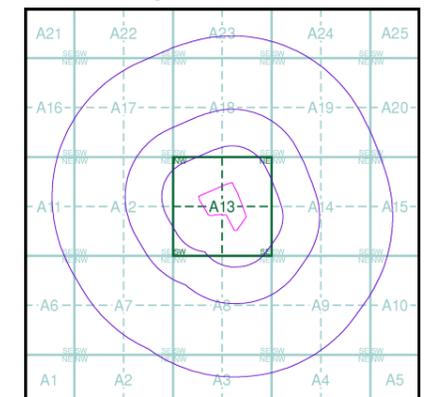
Source map scale - 1:10,000

The historical maps shown were produced from the Ordnance Survey's 1:10,000 colour raster mapping. These maps are derived from Landplan which replaced the old 1:10,000 maps originally published in 1970. The data is highly detailed showing buildings, fences and field boundaries as well as all roads, tracks and paths. Road names are also included together with the relevant road number and classification. Boundary information depiction includes county, unitary authority, district, civil parish and constituency.

Map Name(s) and Date(s)

| | |
|----------|----------|
| NT07SW | NT07SE |
| 2011 | 2011 |
| 1:10,000 | 1:10,000 |
| | |
| NT06NW | NT06NE |
| 2011 | 2011 |
| 1:10,000 | 1:10,000 |

Historical Map - Slice A

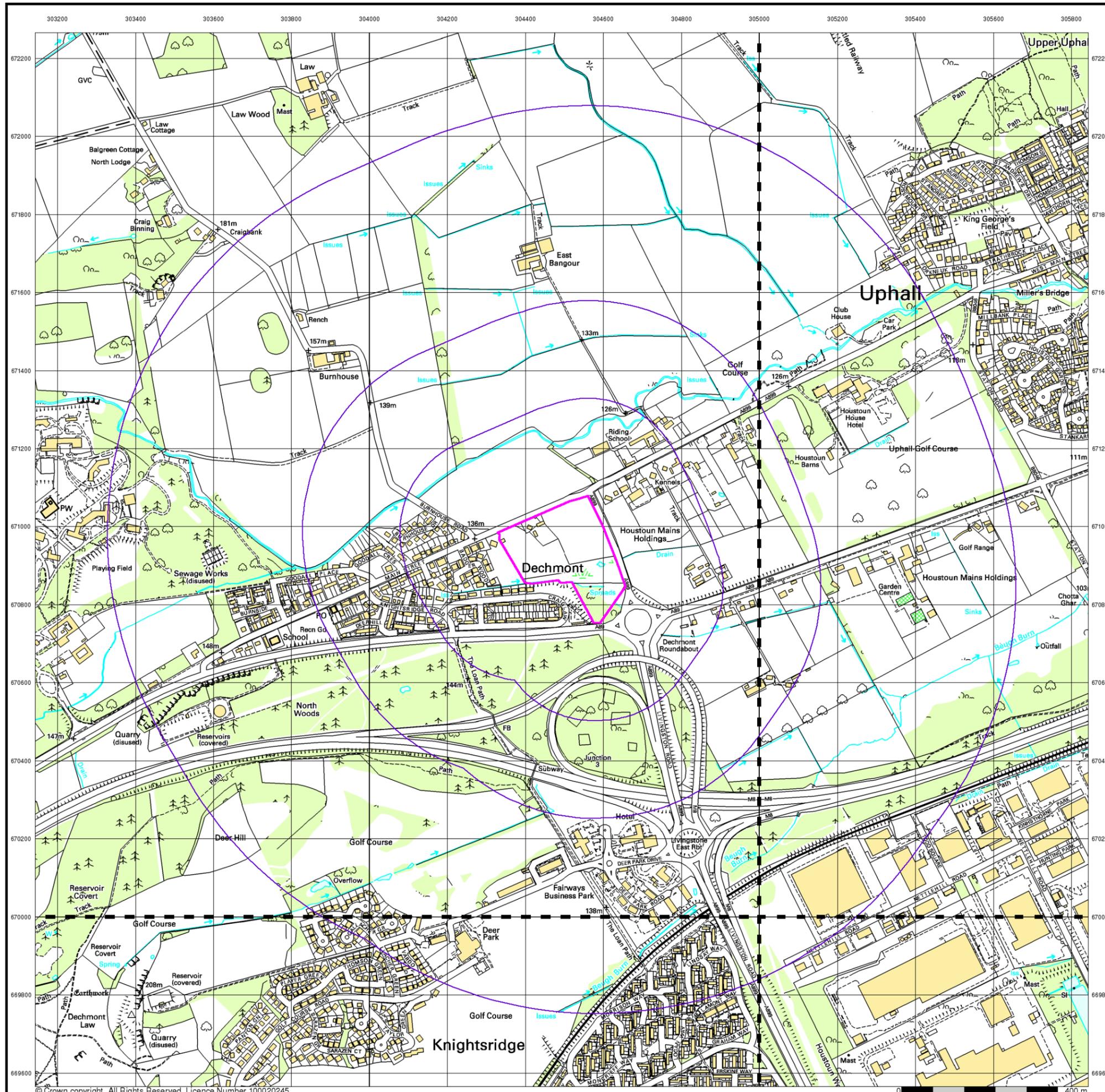


Order Details

Order Number: 37461418_1_1
 Customer Ref: 12/004 Dechmont
 National Grid Reference: 304510, 670920
 Slice: A
 Site Area (Ha): 5.64
 Search Buffer (m): 1000

Site Details

Site at 304000, 670000



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