



# Registers Direct - Land Register: View Title

## ELN12661

### Search Summary

<b>Date:</b>	14/02/2018	<b>Time:</b>	10:36:52
<b>Search No.:</b>	2018-00496677	<b>User Reference:</b>	
<b>Sasine Search Sheet:</b> 3094; 5267 & 423			

### A. PROPERTY SECTION

<b>Title Number:</b>	ELN12661	<b>Date of First Registration:</b>	12/01/2007
<b>Date Title Sheet updated to:</b>	01/02/2016	<b>Hectarage Code:</b>	1.1
<b>Real Right:</b>	OWNERSHIP	<b>Cadastral Unit:</b>	ELN12661

#### Description:

Subjects cadastral unit ELN12661 MARINE HOTEL, 18 CROMWELL ROAD, NORTH BERWICK EH39 4LZ and 13 YORK ROAD, NORTH BERWICK EH39 4LX edged red on the cadastral map being 1.13 hectares in measurement on the Ordnance Map, together with the servitude rights contained in the Disposition and Deed of Conditions in Entries 9 and 10 respectively of the Burdens Section, also with the subsisting rights to real burdens specified in the Schedule of Particulars relative to Subsisting Rights to Real Burdens below.

### Schedule of Particulars Relative to Subsisting Rights to Real Burdens

Entry No	Benefited Property	Real Burdens	Burdened Property
1	subjects in this Title	Disposition to [REDACTED] and others, registered 23 Dec. 2011 specified in Entry 11 of the Burdens Section.	11E Hamilton Court, Cromwell Road, North Berwick EH39 4LZ, registered under Title Number ELN17293
2	subjects in this Title	Disposition to [REDACTED] registered 30 Dec. 2011 specified in Entry 12 of the Burdens Section.	8 Hamilton Court, Cromwell Road, North Berwick EH39 4LZ, registered under Title Number ELN17301

#### Notes:

1. The part edged and numbered 1 in green on the cadastral map has been removed from this Title.
2. The above subjects have been Leased - for particulars see Schedule of Leases below.
3. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Charters in Entries 1 and 2 and the Charter of Novodamus in Entry 3 of the Burdens Section.

### Schedule of Leases

Entry No	No on Plan	Plot No	Subjects	Tenant	Date of Recording or Registration	Term	Rent
1				[REDACTED]	Land Register 03/11/2015	From 20 Oct. 2015 until 20 Oct.	£607,500 per

			Limited		2050	annum
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*This is a Plain Copy which reflects the position at the date the Title Sheet was last updated.*

## B. PROPRIETORSHIP SECTION

<b>Title Number:</b>	ELN12661
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Entry Number	Date of Registration	Proprietor	Consideration	Date of Entry
1	01/02/2016	CARDRONA COMPANY incorporated in Scotland under the Companies Acts (Company Number SC515116) and having its Registered Office at Princes Exchange, 1 Earl Grey Street, Edinburgh, EH3 9EE.	Certain Good And Onerous Causes	27/01/2016

*This is a Plain Copy which reflects the position at the date the Title Sheet was last updated.*

## C. SECURITIES SECTION

<b>Title Number:</b>	ELN12661
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Entry Number	Specification	Date Of Registration
1	Standard Security by said CARDRONA COMPANY to BARCLAYS BANK PLC incorporated under the Companies Acts (Registered Number 01026167), Head Office 1 Churchill Place, London and their UK Banking Service Centre is PO Box 299, Birmingham B1 3PF.	01/02/2016

*This is a Plain Copy which reflects the position at the date the Title Sheet was last updated.*

## D. BURDENS SECTION

<b>Title Number:</b>	ELN12661	<b>Number of Burdens:</b>	12
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Entry Number	Burden Preamble
1	Feu Charter by Hew Dalrymple to Margaret Pringle or Boyd and her heirs and successors, recorded G.R.S. (Haddington) 14 Nov. 1870, of that part of the subjects in this Title tinted yellow on the cadastral map, contains the following burdens
2	Feu Charter by Hew Dalrymple to Charles Tennant and his heirs and successors, recorded G.R.S. (Haddington) 11 Nov. 1886, of (I) 1 acre, 1 rood and 29 poles of ground and (II) that part of the subjects in this Title tinted blue on the cadastral map, contains the following conditions which may subsist notwithstanding consolidation of the dominium utile interest created by the said Feu Charter with the immediate superiority thereof by Minute of Consolidation, recorded G.R.S. (East Lothian) 27 Jul. 1988 viz
3	Charter of Novodamus by Walter Hamilton Dalrymple to Marine Hotel Company (Limited) and their successors, recorded G.R.S. (Haddington) 19 Dec. 1895, of 2 acres 2 roods 18 poles, of which that part of the subjects in this Title tinted pink on the cadastral map forms part, contains the following conditions which may subsist notwithstanding consolidation of the dominium utile interest created by the said Charter of Novodamus with the immediate superiority thereof by Minute of Consolidation annexed to Disposition to Trusthouse Forte (UK) Limited, recorded G.R.S. (East Lothian) 1 Apr. 1988 viz
4	Lease, for 99 years from 15 Jan. 1954, by Eglinton Hotels (Scotland) Limited (who and whose successors are hereinafter referred to as "the Landlords") to South East Scotland Electricity Board (hereinafter referred to as "the Tenants"), recorded G.R.S. (East Lothian) 24 Aug. 1954, of the subjects tinted mauve on the cadastral map, contains the following rights which affect the subjects in this Title
5	Disposition by North Berwick Development Company Limited to Eglinton Hotels (Scotland) Limited, recorded G.R.S. (East Lothian) 5 Mar. 1959, of that part of the subjects in this Title tinted blue on the cadastral map, contains the following burdens

- 6 Tree Preservation Order by County Council of County of East Lothian recorded G.R.S. (East Lothian) 10 Feb. 1960, contains conditions affecting trees or groups of trees (including prohibitions against the cutting down, topping, lopping, wilful destruction etc. thereof) within, inter alia, that part of the subjects in this Title tinted yellow on the cadastral map, the approximate site of the sycamore tree affected being lettered T and arrowed in red on the said map.
- 7 Minute of Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, recorded G.R.S. (East Lothian) 29 Mar. 2004, between East Lothian Council (who and whose successors as local planning authority are hereinafter referred to as "the First Party") and Heritage Hotels Limited (who and whose successors in title are hereinafter referred to as "the Second Party"), in the following terms, as amended by Minute of Variation of Minute of Agreement between said First and Second Parties, recorded G.R.S. (East Lothian) 8 Jun. 2005
- 8 The rights of the tenants under the Lease specified in the Schedule of Leases in the Property Section are burdens on the subjects in this Title.
- 9 Disposition by Heritage Hotels Limited (the "Seller") to MacDonald Whiteside House Limited and their successors and assignees, registered 12 Jan. 2007, of the subjects tinted brown and mauve on the cadastral map (the "Conveyed Property"), contains the following servitudes
- 10 Deed of Conditions, registered 25 Jul. 2007, by MH Apartments Limited (who and whose successors and assignees are hereinafter referred to as the Developer), Proprietor of the subjects tinted brown and mauve on the cadastral map, contains inter alia the following servitudes which affect that part of the subjects in this Title tinted pink on the said map
- 11 Disposition by MH Apartments Limited to Alexander Scott MacDonald and others and their executors and assignees, registered 23 Dec. 2011, of the southmost first floor flat 11E Hamilton Court, Cromwell Road, North Berwick, registered under Title Number ELN17293 ("the Conveyed Property"), contains the following real burdens
- 12 Disposition by MH Apartments Limited to Stefan Kirchhofer and his executors and assignees, registered 30 Dec. 2011, of northmost first floor flat 8 Hamilton Court, Cromwell Road, North Berwick EH39 4LZ, registered under Title Number ELN17301 ("the Conveyed Property") contains the following real burdens

**Entry  
Number**

**Burden Detail**

- 1 Feu Charter by Hew Dalrymple to Margaret Pringle or Boyd and her heirs and successors, recorded G.R.S. (Haddington) 14 Nov. 1870, of that part of the subjects in this Title tinted yellow on the cadastral map, contains the following burdens: Reserving to me and my heirs and successors the whole mines and minerals under and within the piece of ground hereby disposed but which mines and minerals shall not be worked nor any operations regarding the source carried on upon the said piece of ground or within such distance thereof as shall in any way interfere with the amenity of the said piece of ground on the safety comfort or convenience of the House that may be erected thereon or inhabitants thereof; And declaring that the feuing plan prepared by David Bryce, Architect in Edinburgh, of parts of the lands of North Berwick Abbey, so far as regards the unfeued lots or portions thereof may be altered and unfeued lands appropriated by me or my foresaids in any way we may hereinafter consider proper; That the said Margaret Pringle or Boyd and her foresaids shall erect upon the said piece of ground a good and substantial dwellinghouse conform to plans and elevations exhibited to and approved of by me, which House shall be as nearly as may be on the site shewn on said feuing plan; That the said Margaret Pringle or Boyd and her foresaids shall be bound to make all necessary private drains within the said piece of ground and connect them in a proper manner with the leading or main drains and keep and maintain them in good and sufficient order and repair in all time thereafter; That the said Margaret Pringle or Boyd and her foresaids shall insure the said the said House to be erected on the said piece of ground in some respectable Insurance Office and shall keep up the said Insurance and exhibit policies and termly receipts for payment of premiums of Insurance to me and my foresaids when we may think proper to require inspection of the same; And that in the event of the said house or any part thereof being burned down the said Margaret Pringle or Boyd and her foresaids shall be bound to rebuild the same within twelve months thereafter in the same style or according to a new plan to

be submitted to and approved of by me or my foresaids; That the said Margaret Pringle or Boyd shall enclose the said piece of ground hereby disposed, in so far as that has not already been done, with a substantial stone dyke neatly coped at least five feet high and not higher than six feet six inches with the exception of that part occupied by her Entrance Gate on the north where there shall be a dressed stone parapet not exceeding three feet above the ground with an iron railing on the top of it three feet six inches high and after these enclosures are made the said Margaret Pringle or Boyd and her foresaids shall uphold them in good order; That so far as any of the walls or enclosures erected or to be erected by the said Margaret Pringle or Boyd or her foresaids are between her own and an adjoining feu the same shall be mutual, and they shall be entitled to demand repayment from the adjoining feuar of one half of the expense disbursed by her or them in erecting such division walls and such adjoining feuar shall be bound to contribute and repay one half of the expense of keeping such mutual wall in repair and shall be so taken bound in any feuright or feurights to be granted by me but so long as the adjoining ground remains unfeued the said Margaret Pringle or Boyd shall not be entitled to demand repayment of any part of the expense of such enclosures from me or my foresaids and the said Margaret Pringle or Boyd shall repay to the feuars of the pieces of ground adjoining the piece of ground hereby disposed one half of the expense disbursed by them respectively in erecting any walls which are mutual to the said Margaret Pringle or Boyd and the said adjoining feuars, and shall be bound to contribute or repay one half of the expense of keeping such mutual walls in repair; That the said Margaret Pringle or Boyd or her foresaids shall not be entitled to build any division walls or fences of any kind on the piece of ground hereby disposed or on any part of it of a greater height than the enclosing walls vizt Six feet six inches; That the ground hereby disposed in so far as unbuilt on shall be formed into garden ground or shrubbery and shall be neatly kept and maintained for these purposes alone; That no sheds or other buildings shall be erected thereon; And in the event of the said Margaret Pringle or Boyd or her foresaids now or at any time hereafter wishing to erect a Stable, Coach House or Gig house the same shall be done in connection with the House or if detached the same must be placed and constructed according to a plan to be approved of by me or my foresaids or an architect to be named by me or them; And that I or my foresaids may if I or they see cause give permission to erect a Summer House and Garden Tool House on said feu; That the said house shall not be used for any other purpose than as a dwellinghouse and the necessary conveniences thereof; And that in no case shall it be converted into or used as Shops of any description; That no spirituous or intoxicating liquor shall be sold on the premises nor shall any Slaughter House, Distillery, Manufactory, Brewery, Candlework, Tanwork, Kiln, Steam Engine or nuisance of any sort be erected or allowed on the said piece of ground nor shall any dunghill be collected for sale or for any other purpose than the improvement of the said piece of ground, nor shall any rubbish, ashes or filth of any kind by allowed to accumulated thereon or be laid down on any part of my said links of North Berwick or my other adjoining grounds or on any part of the Rocks, Sands or Seashore either within or beyond water mark by the said Margaret Pringle or Boyd or her foresaids but the same shall be removed to such place or places at a reasonable distance so shall be pointed out by me or my foresaids; And that in the event of any Rubbish, Ashes or filth of any kind being allowed to accumulate on said feu or piece of ground or be laid down by the said Margaret Pringle or Boyd or her foresaids on my said Links or other grounds adjoining or seashore as aforesaid contrary to this stipulation I or my foresaids shall be entitled to remove the same at their expense; That it shall not be in the power of the said Margaret Pringle or Boyd or her foresaids to sell or dispose of the said piece of ground and buildings thereon except in whole.

**Entry  
Number**

**Burden Detail**

2

Feu Charter by Hew Dalrymple to Charles Tennant and his heirs and successors, recorded G.R.S. (Haddington) 11 Nov. 1886, of (I) 1 acre, 1 rood and 29 poles of ground and (II) that part of the subjects in this Title tinted blue on the cadastral map, contains the following conditions which may subsist notwithstanding consolidation of the dominium utile interest created by the said Feu Charter with the immediate superiority thereof by Minute of Consolidation, recorded G.R.S. (East Lothian) 27 Jul. 1988 viz: Reserving always to me and my heirs of Entail in the Entailed Estate of North Berwick the whole mines metals minerals fossils coal limestone freestone and others within the pieces of ground hereby disposed and full power and liberty to me or them or any person authorised by me or them to search for work win and carry away the same but declaring always not only that I and they shall have no right to work or win the said mines metals minerals and others from the surface of the said pieces of ground or in such a manner as to injure the surface thereof or the buildings that may be erected

thereon but also that I and my foresaids shall be bound to satisfy and pay all damages that may be occasioned to the surface of the ground or buildings thereon by the working thereof as such damages shall be ascertained by two Arbiters to be mutually chosen or by an oversman to be appointed by such arbiters in case of their differing in opinion Always with and under the several conditions restrictions obligations provisions and declarations following namely (First) That my said Disponee and his foresaids shall be bound and obliged to uphold and maintain the buildings and offices erected on the ground hereby disposed in good and complete repair in all time thereafter and not to use the same for any other purpose than that for which they were erected or for similar purposes (Second) That my said disponee or his foresaids shall be bound to enclose the piece of ground hereby disposed in the second place as follows namely on the west and north by a substantial stone and lime wall neatly coped and at least six feet in height and thereafter to maintain the said walls in good and complete repair and my said disponee and his foresaids shall be entitled to erect the wall on the west side of the said two pieces of ground to the extent of one half of the breadth or thickness thereof upon the adjoining ground and my said disponee or his foresaids shall be entitled to receive payment of one half of the value of the wall so to be erected on the west side of the said two pieces of ground (as the same shall be settled by arbitration between the parties if not otherwise agreed upon) from the person or persons who may feu the adjoining ground on the west in terms of a provision to be inserted in their feu rights and upon my said disponee or his foresaids receiving such payment the said wall shall thenceforth be mutual property and be maintained at the joint expense of the parties but declaring that my said disponee or his foresaids shall have no claim against me or my foresaids for any part of the expense of erecting or maintaining any of said walls or fences and that no adjoining feuar shall be required to pay for more than a boundary wall of six feet six inches in height above the level of the ground and of one foot in thickness And in respect the wall on the east of the subjects hereby disposed is a mutual one the same shall be maintained at the joint expense of my disponee and his foresaids and the adjoining feuar and my said disponee shall in so far as not already done erect and maintain fences on the ground hereby disposed in the first place except in so far as the same adjoins the subjects hereby disposed in the second place all to the satisfaction of me or my foresaids (Third) That it shall not be lawful to my said Disponee and his foresaids to erect upon the said pieces of ground or either of them permanent buildings of any other description than a dwellinghouse and offices thereto and a Stable and Coach house with Dwelling House above nor to convert such buildings to any other use or purpose nor shall it be lawful to my said Disponee and his foresaids to erect or carry on upon the said ground or any part thereof any Soapwork Candlework Tanwork Slaughter house Skinwork Dyework Oilwork Limework Distillery or Brewery or to carry on any other manufacture or chemical process of any kind nor to erect any Steam Engine thereon nor to deposit any nauseous materials nuisances or obstructions on the said ground or the roads streets or footpaths adjoining the same nor to do any other Act which may injure the amenity of the place or neighbourhood for dwellinghouses or otherwise nor shall any manure be collected thereon for sale or for any purpose other than the manuring of said pieces of ground nor shall any rubbish ashes or filth of any kind be allowed to accumulate thereon or be laid down on any part of my Links of North Berwick or my other adjoining grounds or any parts of the rocks sands or sea shore either within or beyond Watermark by my said disponee and his foresaids but the same shall be removed to such place or places at a reasonable distance and in the event of any ashes rubbish or filth of any kind being allowed to accumulate on said feu or pieces of ground or be laid down by my said disponee or his foresaids on my said links of North Berwick or other adjoining ground or sea shore as aforesaid contrary to this stipulation I or my foresaids shall be entitled to remove the same at his or their expense. Note 1: The plan annexed to the foregoing Feu Charter has not been exhibited to the Keeper. The location of the area coloured blue on the plan cannot therefore be determined in relation to the subjects in this Title. Note 2: By Minute of Waiver, recorded G.R.S. (East Lothian) 18 Nov. 1958, the Superiors waived and discharged all rights competent to them to object inter alia to sell separately the area of ground tinted blue on the cadastral map and to construct and use the said ground as and for a car park and adjoining garden without any obligation on the purchasers to erect buildings thereon.

<b>Entry Number</b>	<b>Burden Detail</b>
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3	Charter of Novodamus by Walter Hamilton Dalrymple to Marine Hotel Company (Limited) and their successors, recorded G.R.S. (Haddington) 19 Dec. 1895, of 2 acres 2 roods 18 poles, of which that part of the subjects in this Title tinted pink on the cadastral map forms part, contains the following conditions which may subsist notwithstanding consolidation of the dominium utile interest created by the said Charter
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of Novodamus with the immediate superiority thereof by Minute of Consolidation annexed to Disposition to Trusthouse Forte (UK) Limited, recorded G.R.S. (East Lothian) 1 Apr. 1988 viz: With power to my said disponees and their foresaids to maintain and use an iron pipe which as been laid across the Links forming the Northern boundary of the subjects hereby disposed to the seashore for the purpose of pumping up salt water into the Hotel built as hereinafter mentioned on the ground hereby disposed and that upon payment of any surface damages that may have been or may be occasioned in the laying of the said pipe or in the maintenance repair or renewal thereof reserving always to me and my successors in the estate of North Berwick Abbey the whole mines metals minerals fossils coal limestone freestone and others under and within the piece of ground hereby disposed with full power and liberty to me and them or any person authorised by me or them to search for work win and carry away the same but declaring always not only that I and they shall have no right to work or win the said mines metals minerals and others from the surface of the said piece of ground or in such a manner as to injure the surface thereof or the buildings that may be erected thereon but also that I and my foresaids shall be bound to satisfy and pay all damages that may be occasioned to the surface of the ground or buildings thereon by the working thereof as such damages shall be ascertained by two arbiters to be mutually chosen or by an oversman to be appointed by such arbiters in case of their differing in opinion Always with and under the several conditions restrictions obligations provisions and declarations following viz:- (First) Whereas my said disponees or their predecessors have erected and completed upon the piece of ground hereby disposed a high class Marine Family Hotel all of stone and lime and covered with slates and further have erected and completed baths and stabling attached to the said Hotel with appurtenances appertaining thereto it is hereby provided and declared that my said disponees and their successors shall have power to erect and complete an addition to the said hotel to the east thereof and it shall not be in the power of my said disponees to make any deviation from or alteration upon the plans and elevation of said addition and provided always that no buildings of any other description than the said hotel addition thereto and the baths and stabling in connection with the said hotel shall be built on the ground hereby disposed and the ground unbuilt upon shall be used exclusively as gardens or for planting or as pleasure ground And my said disponees and their foresaids shall be bound and obliged to uphold and maintain the said buildings and offices in good and complete repair in all time thereafter and not to use the same for any other purpose than that for which they were erected as hereinbefore mentioned or for similar purposes (Second) That my said disponees and their foresaids shall be bound so far as not already done to enclose the ground hereby disposed as follows viz: On the south partly with a stone parapet not exceeding three feet in height above the ground and an iron railing on the top thereof three feet six inches in height or by a cope stone and railing thereon at least five feet in height and partly by a substantial stone and lime wall neatly coped and at least six feet in height on the west north and east by a substantial stone and lime wall neatly coped and at least six feet in height on the west north and east by a substantial stone and lime wall neatly coped and at least six feet in height and thereafter to maintain the said walls and railings in good and complete repair and my said disponees or their foresaids shall be entitled (if not already done) to erect the wall on the east side of the said piece of ground to the extent of one half of the breadth or thickness thereof upon the adjoining ground but on the north west and south sides of the said piece of ground the walls and fences are to be entirely on the area hereby disposed and my said disponees or their foresaids shall be entitled to receive payment (if not already done) of one half of the value of said wall on the east side as the same shall be ascertained by arbitration between the parties if not otherwise agreed upon from the person or persons who have feued the adjoining ground on the east in terms of a provision to be inserted in their feu rights and upon my said disponees or their foresaids receiving such payment the said wall shall thenceforth be mutual property and be maintained at the joint expense of the parties and my said disponees or their foresaids shall be bound (if not already done) to pay to the adjoining feuar on the east should he erect or have erected the boundary wall the half of the value of the said wall as the same shall be settle or agreed upon in manner foresaid and upon my said disponees or their foresaids making such payments the said wall shall thenceforth be mutual property and be maintained at the joint expense of the parties but declaring that no feuar shall be bound to pay for a boundary wall of a greater height than six feet six inches above the level of the ground or of a greater thickness than one foot (Third) That it shall not be lawful to my said disponees and their foresaids to erect upon the said piece of ground buildings of any other description than the Marine Family Hotel baths laundry and stabling attached thereto and the foresaid addition to the east of said Hotel or to convert such Hotel and offices to any other use or purpose or to erect any of said buildings within thirty feet of the inner edge of the footpaths along the south and west sides of the said piece of ground nor shall it be lawful to my said disponees or their

foresaid to erect or carry on upon the said ground or any part thereof any soapwork candle work tan work slaughter house skinwork dye work oil work limework distillery or brewery or to carry on upon the said ground any other manufacture or chemical process of any kind nor to erect any steam engine thereon declaring however that my said disponees and their foresaids shall be allowed to have a small pumping engine not exceeding five horse power in the basement floor of the said hotel or in any presently existing building adjacent to the said hotel for the purpose of pumping salt and fresh water into the said Hotel nor to deposit any nauseous materials nuisances or obstructions on the said ground or on the roads streets or footpaths adjoining the same nor to do any other act which may injure the amenity of the place or neighbourhood for dwellinghouses or otherwise nor shall any manure be collected thereon for sale or for any purpose other than the manuring of said piece of ground nor shall any rubbish ashes or filth be allowed to accumulate thereon or be laid down on any part of my links of North Berwick or my other adjoining grounds or any part of the rocks sands or seashore either within or beyond water mark by my said disponees and their foresaids.

**Entry Number**    **Burden Detail**

4    Lease, for 99 years from 15 Jan. 1954, by Eglinton Hotels (Scotland) Limited (who and whose successors are hereinafter referred to as "the Landlords") to South East Scotland Electricity Board (hereinafter referred to as "the Tenants"), recorded G.R.S. (East Lothian) 24 Aug. 1954, of the subjects tinted mauve on the cadastral map, contains the following rights which affect the subjects in this Title: During the subsistence hereof the Tenants shall have right of access to the ground hereby let for pedestrian and vehicular traffic along the route shown in yellow on the plan annexed hereto, and also a right to lay, maintain, repair and renew along the route shown coloured green on said plan, cables, pipes, drains and other underground works required for the exercise of the Tenant's functions as aforesaid subject always to the Tenants restoring the ground in which said cables, pipes, drains and other underground works may be laid to a condition as nearly as possible to that in which it existed before the commencement of operations and on payment of such damage as may be caused by such operations as the amount of such damage shall, failing agreement, be determined by Arbitration. Note: Only a monochrome copy of the plan annexed to the foregoing deed has been submitted to the Keeper, therefore the various colour references thereon cannot be determined in relation to the subjects in this Title.

**Entry Number**    **Burden Detail**

5    Disposition by North Berwick Development Company Limited to Eglinton Hotels (Scotland) Limited, recorded G.R.S. (East Lothian) 5 Mar. 1959, of that part of the subjects in this Title tinted blue on the cadastral map, contains the following burdens: Under reservation to us and our successors in the subjects adjoining the area or piece of ground hereby disposed of wayleaves for all (if any) pipes or cables which are laid in said area or piece of ground with right of access to said pipes or cables when required for the purpose of maintenance and repair we or our foresaids always making good any damage which may be caused by such operations.

**Entry Number**    **Burden Detail**

6    Tree Preservation Order by County Council of County of East Lothian recorded G.R.S. (East Lothian) 10 Feb. 1960, contains conditions affecting trees or groups of trees (including prohibitions against the cutting down, topping, lopping, wilful destruction etc. thereof) within, inter alia, that part of the subjects in this Title tinted yellow on the cadastral map, the approximate site of the sycamore tree affected being lettered T and arrowed in red on the said map.

**Entry Number**    **Burden Detail**

7    Minute of Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, recorded G.R.S. (East Lothian) 29 Mar. 2004, between East Lothian Council (who and whose successors as local planning authority are hereinafter referred to as "the First Party") and Heritage Hotels Limited (who and whose successors in title are hereinafter referred to as "the Second Party"), in the following terms, as amended by Minute of Variation of Minute of Agreement between said First and Second Parties, recorded G.R.S. (East Lothian) 8 Jun. 2005: (ONE)(a) WHEREAS in relation to

the issue by the First Party of any consents pursuant to the planning application reference number 02/00563 and two further applications lodged with the First Party by the Second Party being planning application 02/00566/FUL and listed building consent application 02/00566/LBC the Second Party has intimated to the First Party a Programme of Works as follows:- Phase 1. Eastern extension Major ground floor internal alterations to the Marine Hotel, Cromwell Road, North Berwick (the Hotel). Refurbishment of bedrooms in eastern half of the Hotel. Phase 2. Refurbishment of bedrooms in western half of the Hotel. Refurbishment of ground floor of western part of the Hotel (including - the Hotel reception, bedrooms, meeting rooms and staff rooms). Demolition of existing (Elizabethan) function suite. Erection of western extension. Phase 3. (hereinafter referred to as "Phase 3 works") Demolition of the buildings (former stable building, a single storey residential building, a single storey flat roofed garage and a large brick built squash courts building) from and clearance of the site for the proposed forty flats. Erection of the forty flats, and (b) The First Party and the Second Party have agreed that in order to control development on the subjects in this Title and other subjects (hereinafter referred to as the Planning Agreement Subjects) the following provisions will apply to the proposed development and the Second Party shall have two options for the carrying out of the proposed development, namely:- FIRST OPTION (for which the Hotel would require to be closed) (a) before commencement of Phase 3 works the following works within Phases 1 and 2 will be carried out Phase 1 Foundations of eastern extension (new leisure/function suite) requires to be completed. (b) Major slappings on ground floor of eastern part of hotel require to be completed. (c) New steel stair within the existing building requires to be completed. (d) First floor construction of eastern extension requires to be completed. Phase 2 Demolition of the existing (Elizabethan) function suite requires to be completed. Foundations of western extension and underground drainage requires to be completed. Superstructure block work of western extension from lower ground to upper ground floor requires to be completed. Floor slab for first floor of western extension requires to be completed. SECOND OPTION (for which the Hotel use would be operated in one half of the building at a time) Before commencement of Phase 3 works the following works within Phases 1 and 2 require to be carried out:- Phase 1 - foundations of eastern extension (new leisure/function suite) requires to be completed. Major slappings on ground floor of eastern part of the Hotel requires to be completed. New steel stair within existing building requires to be completed. First floor construction of eastern extension requires to be completed. Phase 2 - Demolition of existing (Elizabethan) function suite requires to be completed. TWO Under either the FIRST or SECOND OPTION as hereinbefore provided:- 1. There will be no occupation of any more than twenty flats unless and until all of the Phase 1 or the Phase 2 works are practically complete in accordance with the certification clause on practical completion as contained in the Contract of works for Phases 1 and 2. 2. There will be no occupation of any of the 40 flats unless and until all of the Phase 1 or the Phase 2 works are practically complete all as aforesaid in Condition Two.1. hereof. 3. For the avoidance of doubt "practically complete" is defined by the Scottish Building Contract i.e. the Scottish Buildings Contracts Committee of the Joint Contracts Tribunal. THREE Prior to commencement of any development on the Planning Agreement Subjects the Second Party will require to intimate in writing to the First Party's Director of Environment, and copied to the First Party's Council Solicitor which of the two options the Second Party had elected to pursue. FOUR The Second Party hereby undertakes to contribute the sum of £1,680 for every residential unit developed on the Planning Agreement Subjects toward the provision of additional classroom accommodation at North Berwick High School, North Berwick. The first instalment, representing £1,680 per residential unit shall be payable within one month after Completion Certificates have been issued by the First Party in relation to completion of the first tranche of ten units. The second instalment shall be payable within one month after Completion Certificates have been issued by the First Party in relation to completion of the second tranche of ten units. The third instalment shall be payable within one month after Completion Certificates have been issued by the First Party in relation to completion of the third tranche of ten units and, lastly, the fourth instalment shall be payable within one month after Completion Certificates have been issued by the First Party in relation to completion of the remaining units to be built on the Planning Agreement Subjects. FIVE If the additional classroom accommodation is not completed by the First Party ten years after completion of the last unit on the Planning Agreement Subjects all sums payable by the Second Party shall be returned to the Second Party as at that date. SIX All the payments specified above, following upon a period of twelve months from the date of issue of planning consent reference number 02/00563/OUT will be increased in line with the Index published by the Building Cost Information Service Limited for the Royal Institution of Chartered Surveyors in relation to the quarter immediately prior to the month in which the relevant instalment is payable. In the event that any instalment is not paid to the First Party by the Second



Party within one month after the due date for payment thereof then the First Party shall be entitled to charge interest thereon at the rate of four per centum per annum above the Royal Bank of Scotland plc base lending rate applicable from time to time from the expiry of the said one month period until such contribution is paid to the First Party in full. SEVEN The Second Party will notify the First Party in writing of the date on which Completion Certificates are issued in relation to completion of the first tranche of ten units, thereafter the completion of the second tranche of units, thereafter the completion of the third tranche of ten units and lastly the completion of the remaining units. The said notification must be delivered to the First Party within seven days of the said dates addressed to the First Party's Director of Education and copied to the First Party's Council Solicitor. EIGHT Any dispute or difference arising between the Parties hereto regarding the construction or implementation of this Minute of Agreement shall be referred to the decision of a sole Arbiter to be appointed jointly by the Parties hereto or in default of agreement by an Arbiter appointed by the Sheriff of Lothian and Borders at Haddington. The decision of such an Arbiter shall be final and binding on the Parties hereto on fact but notwithstanding such decision the Arbiter may refer any matter to the Court in accordance with the Administration of Justice (Scotland) Act 1972. NINE This Minute of Agreement shall be construed in accordance with the Law of Scotland. TEN These presents shall be enforceable at the instance of the First Party not only against the Second Party but against the successors in title to the said Planning Agreement. ELEVEN Nothing in this Minute of Agreement shall prejudice the rights and powers of the First Party under the Town and Country Planning (Scotland) Acts or any other enactments.

**Entry Number**    **Burden Detail**

8                    The rights of the tenants under the Lease specified in the Schedule of Leases in the Property Section are burdens on the subjects in this Title.

**Entry Number**    **Burden Detail**

9                    Disposition by Heritage Hotels Limited (the "Seller") to MacDonald Whiteside House Limited and their successors and assignees, registered 12 Jan. 2007, of the subjects tinted brown and mauve on the cadastral map (the "Conveyed Property"), contains the following servitudes: Part 1 Interpretation "Retained Property" means the subjects in this Title known as and forming the Marine Hotel, North Berwick edged red on the cadastral map being (I) the subjects disposed by Disposition by Marine Hotel Company Limited to Marine Hotel Company Limited, recorded G.R.S. (Haddington) 24 Dec. 1896; (II) the subjects disposed by Disposition by North Berwick Development Company Limited to Eglinton Hotels (Scotland) Limited, recorded G.R.S. (East Lothian) 5 Mar. 1959 and (III) the subjects described in Feu Charter by Hew Dalrymple to Margaret Pringle or Boyd, recorded G.R.S. (Haddington) 14 Nov. 1870, under exception of the Conveyed Property; "Service Media" means channels, ducts, drains, sewers, pipes, wires, gulleys, gutters, conduits, cables or other conducting media, pumps, valves, meters and connections or any of them; Part 2 Servitudes affecting the Retained Property The following servitude is imposed on the Retained Property in favour of the Conveyed Property:- 1. The right of passage and running of water and soil, gas and electricity or other services or supplies from and to the Conveyed Property through such of the Service Media which now are or may hereafter be in, on or under the Retained Property and the right to enter upon the Retained Property on giving reasonable notice (except in cases of emergency) to the proprietor of the Retained Property for the purpose of inspecting, repairing, renewing, relaying, cleansing, maintaining and connecting up to the Service Media (subject always to making good all damage caused thereby to the Retained Property). Part 3 Servitudes affecting the Conveyed Property The following servitudes are imposed on the Conveyed Property in favour of the Retained Property:- 1. The right of passage and running of water and soil, gas and electricity or other services or supplies from and to the Retained Property through such of the Service Media which now are or may hereafter be in, on or under the Conveyed Property and the right to enter upon the Conveyed Property on giving reasonable notice (except in cases of emergency) to the proprietor of the Conveyed Property for the purpose of inspecting, repairing, renewing, relaying, cleansing, maintaining and connecting up to the Service Media (subject always to making good all damage caused thereby to the Conveyed Property). 2 The right at all reasonable times so far as may be necessary or desirable with or without workmen on giving reasonable notice (except in cases of emergency) to the Tenant to enter and remain upon the Conveyed Property with all necessary tools, appliances and materials (making good all damage occasioned

thereby to the Conveyed Property) and/or to erect scaffolding on the Conveyed Property in each case for inspecting, cleaning, repairing, altering or rebuilding the Retained Property and to cleanse, empty and repair any of the sewers, drains and gutters belonging to the same. 3 A right of pedestrian and vehicular access to and egress from the Retained Property across the internal roadway constructed within the Conveyed Property to the north of the flats erected thereon. Part 4 No application to the Land Tribunal No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes set out in Parts 2 and 3 of the Schedule for a period of five years after the registration of this disposition in the Land Register Scotland.

Entry Number	Burden Detail
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10	<p>Deed of Conditions, registered 25 Jul. 2007, by MH Apartments Limited (who and whose successors and assignees are hereinafter referred to as the Developer), Proprietor of the subjects tinted brown and mauve on the cadastral map, contains inter alia the following servitudes which affect that part of the subjects in this Title tinted pink on the said map: 1 Definitions, Interpretation and Construction 1.1 Definitions "Buildings" means the buildings erected on the Development comprising 40 flatted dwellinghouses; "Development" means the ground with the Buildings comprising 40 dwellinghouses erected thereon known as The West Links Suites, Hamilton Court, Cromwell Road, North Berwick and all other buildings and other erections erected on the said area of ground and all fittings and fixtures situated thereon and in and upon the Building and other erections being the area of ground tinted brown and mauve on the said map and registered under Title Number ELN12441; "Owner" means at any time the owner at that time of any Unit, and where two or more persons own the Unit includes both or all of them; "Unit" means any of one of said 40 dwellinghouses in the Buildings and the fixtures and fittings therein; 1.2 Interpretation and Construction Save to the extent that the context or the express provisions otherwise requires, in this Deed of Conditions: 1.2.1 words importing any gender include all other genders 1.2.2 words importing the singular number only include the plural number and vice versa; 1.2.3 words which import the whole are to be treated as including reference to any part of the whole; 1.2.4 words importing individuals include legal persons and vice versa; 1.2.5 references to this Deed of Conditions or to any other document are to be construed as reference to this Deed of Conditions or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time; 1.2.6 any reference to a Condition is to the relevant Condition of this Deed of Conditions; 1.2.7 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and includes any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; 1.2.8 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and shall not be construed as limiting the generality of any preceding words. 1.3 Headings The headings in this Deed of Conditions are included for convenience only and are to be ignored in its construction. 2 Lands Tribunal applications No application may be made to the Lands Tribunal for Scotland under sections 90(1)(a) (i) and 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes created in this Deed for a period of five years after the date of registration of this Deed of Conditions in the Land Register of Scotland. 3 Servitudes The rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties. 3.1 Development Servitudes 3.1.1 For the purposes of this Condition 3.1: (i) the burdened property is the Development; (ii) each Unit is a benefited property; (iii) the subjects tinted pink on the said map with the buildings erected thereon known as the Marine Hotel, Cromwell Road, North Berwick ("the Marine Hotel") is a benefited property. 3.1.2 The following servitudes are imposed on the Development in favour of each Unit and in favour of the Marine Hotel: (i) a right of passage and of running water and the right to lead pipes, cables, wires or other enclosed units over or under the Development for sewage, electricity, gas, water and all other necessary purposes; (ii) a right to install, construct and lay drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units and to connect into such drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units already exist or are installed by virtue of Condition 3.1.2(i), (iii) a right to carry out all necessary acts of inspection, maintenance, repair and renewal in respect of such drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units; and (iv) a right of access for pedestrian and vehicular traffic (including construction traffic) over all roads, footpaths, parking spaces</p>
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and lanes within the Development, including a right to form, construct, re-design and re-align the roads, footpaths, parking spaces and lanes. 3.1.3 The rights conferred by this Condition 3.1 may be exercised in respect of any current or future development of the benefited property under this Condition 3.1 and on giving reasonable written notice (except in case of emergency) and subject to (in the case of the Marine Hotel) making good all damage caused thereby to the Development. 3.1.4 Except for the right granted by Condition 3.1.2(i), the rights conferred by Condition 3.1 are extinguished in respect of any part of the benefited property when that part ceases to be owned by the Developer or by Macdonald Hotels Limited or any of its subsidiary or associated companies. 3.2 Exercise of servitude rights 3.2.1 The parties exercising the rights and obligations contained in Condition 3.1 will: (i) give reasonable prior written notice to the relevant Owners or the Developer; (ii) exercise the rights at reasonable times and in a reasonable manner; (iii) keep any disturbance and interference to a minimum; and (iv) make good all physical damage caused to the Development or the Units to the reasonable satisfaction of the affected Owners or the Developer as soon as reasonably practicable. 3.2.2 The rights contained in Condition 3.1 may be exercised only where it is reasonably necessary for the purpose in question.

**Entry  
Number**

**Burden Detail**

11 Disposition by MH Apartments Limited to Alexander Scott MacDonald and others and their executors and assignees, registered 23 Dec. 2011, of the southmost first floor flat 11E Hamilton Court, Cromwell Road, North Berwick, registered under Title Number ELN17293 ("the Conveyed Property"), contains the following real burdens: Part 1 Interpretation "Benefited Property" means ALL and WHOLE the Marine Hotel, 18 Cromwell Road, North Berwick EH39 4LZ and 13 York Road, North Berwick EH39 4LX being the subjects registered under Title Number ELN12661; and "Development" means the Development as defined within the Deed of Conditions registered under Title Number ELN12441 on 25 Jul. 2007. Part 2 Real Burdens affecting the Conveyed Property. The following real burden is imposed on the Conveyed Property in favour of the Benefited Property; No caravan, campervan, boat, trailer or commercial or light goods vehicle can be parked on the Development and/or the Conveyed Property and any parking space or other area used for parking within the Development and/or the Conveyed Property may only be used for the parking of private cars, motor cycles or bicycles and for no other vehicles.

**Entry  
Number**

**Burden Detail**

12 Disposition by MH Apartments Limited to Stefan Kirchhofer and his executors and assignees, registered 30 Dec. 2011, of northmost first floor flat 8 Hamilton Court, Cromwell Road, North Berwick EH39 4LZ, registered under Title Number ELN17301 ("the Conveyed Property") contains the following real burdens: Part 1 Interpretation "Benefited Property" means ALL and WHOLE the Marine Hotel, 18 Cromwell Road, North Berwick EH39 4LZ and 13 York Road, North Berwick EH39 4LX being the subjects registered under Title Number ELN12661; and "Development" means the Development as defined within the Deed of Conditions registered under Title Number ELN12441 on 25 Jul. 2007. Part 2 Real Burdens affecting the Conveyed Property. The following real burden is imposed on the Conveyed Property in favour of the Benefited Property; No caravan, campervan, boat, trailer or commercial or light goods vehicle can be parked on the Development and/or the Conveyed Property and any parking space or other area used for parking within the Development and/or the Conveyed Property may only be used for the parking of private cars, motor cycles or bicycles and for no other vehicles.

*This is a Plain Copy which reflects the position at the date the Title Sheet was last updated.*