



LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

4836  
8/4/2005

TITLE NUMBER

**MID73976**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

70m

NT2576NW NT2577SW

Survey Scale

1/1250

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**TITLE NUMBER** MID73976

**A 1**

## **A. PROPERTY SECTION**

**DATE OF FIRST REGISTRATION**

29 MAR 2005

**DATE TITLE SHEET UPDATED TO**

11 APR 2018

**REAL RIGHT**

OWNERSHIP

### **DESCRIPTION**

Subjects 46 PARK ROAD, EDINBURGH EH6 4LD edged red on the Title Plan. Together with a right corresponding to the subjects in this Title in and to the subjects acquired with the view of preserving the amenity of the subjects in this Title and certain neighbouring properties and as a pleasure ground therefore videlicet that area of ground described in the Deed of Agreement and Declaration of Trust in Entry 2 of the Burdens Section but always with and under the obligations contained in the said Deed of Agreement and Declaration of Trust in respect of the benefits thereby conferred but only in so far as pertaining to the subjects in this Title.



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B 1

## B. PROPRIETORSHIP SECTION

<b>ENTRY NO</b>	<b>PROPRIETOR</b>	<b>DATE OF REGISTRATION</b>	<b>CONSIDERATION</b>	<b>DATE OF ENTRY</b>
1	K & S MIR LIMITED a Company incorporated under the Companies Acts, (Company Number SC541041), and having its Registered Office at 45 Queen Charlotte Street, Edinburgh, EH6 7HT.	11 APR 2018	£1,000,000	29 MAR 2018



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**C 1**

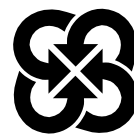
**C. SECURITIES SECTION**

**ENTRY  
NO**

**SPECIFICATION**

**DATE OF  
REGISTRATION**

No Entry



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D 1

## D. BURDENS SECTION

**ENTRY  
NO**

**SPECIFICATION**

1 Feu Contract containing Feu Disposition by the Reverend William Graham as trustee of John Auchinlick to James Methven and his heirs and assignees, recorded P.R.S. (Edinburgh) 12 Feb. 1868, of the subjects in this Title, contains the following burdens:

Declaring that the said James Methven and his foresaids shall be bound to erect and thereafter to uphold and maintain in all time coming upon the area or piece of ground a detached self-contained Dwelling house or Villa of stone and lime and covered with slates and which shall be of the value of at least Five hundred pounds Sterling which Dwelling house or Villa shall not exceed thirty six feet in height including the roof but not including a tower or turrets and shall be placed facing the South and the Plan of said building with the description of stone and other material proposed and mode of dressing the same shall be submitted to George Cousin, Architect in Edinburgh or other Architect to be named by the said Reverend William Graham or his successors and receive his approbation before any buildings or operations are commenced with power to the said James Methven and his foresaids to erect a Coach house, Stable and other out-buildings of such a description as are commonly attached to private Dwelling houses on any other part of the ground hereby feued, the plan and position of which erections shall be subject to the approval of the said George Cousin or other Architect to be named by the said Reverend William Graham or his foresaids; Declaring that as the said James Methven has enclosed the ground hereby feued with walls of stone and lime not exceeding eleven feet high he shall be bound to keep up the same (reserving to the said James Methven the right to build a brick wall inside of the said stone walls) the North wall to be distant at least ten feet from the present wall separating the property of the said Reverend William Graham as Trustees foresaid from the Established Church of Newhaven and the walls on the South East and North and the addition in height to the wall on the West shall be built of good common rubble with hammer dressed cope: Declaring that as the said walls on the East and South sides of the feu have been already built to the extent of one half of the breadth or thickness thereof, upon the adjoining unfeued ground belonging to the said Reverend William Graham as Trustee foresaid they shall be mutual to the ground hereby feued and the said adjoining ground with the exception of that portion of the East wall and gateway fronting the



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road which shall be the property of the said James Methven and as soon as the said adjoining ground is feued the person feuing the same shall be bound to pay the said James Methven or his foresaids the one half of the cost of the said East and South walls in so far as the same bounds the ground so to be feued as the same shall be ascertained if necessary by arbitration with interest from the date of the entry of such Feuar and said wall shall thereafter be the mutual property of the said James Methven and the said adjoining Feuar and shall be maintained at their joint expense; But Declaring that it shall no be competent to the said James Methven or his foresaids to erect upon the said area or piece of ground any buildings of any other description than a Dwelling house or Villa and Offices thereto nor to convert such Dwelling houses or Villa and Offices to any other use or purpose of the Shops, Warehouses or other accommodations for the deposit or sale of goods merchandise or other articles of any description nor to use the same for carrying on any business, trade, employment, manufacture or chemical or other process which may be legally deemed a nuisance or do any other act which may injure the amenity of the place and neighbourhood for private residences: And with a view to the protection and amenity of the piece of ground hereby feued and of the Dwelling house and Offices to be erected thereon the said Reverend William Graham as Trustee foresaid with consent and concurrence foresaid hereby agrees and binds and obliges himself and his foresaids to the following conditions and restrictions upon the use of the remaining part of his property proposed to be feued for Villas or Dwelling houses, which conditions and restrictions it is hereby declared shall constitute and shall operate as servitudes in all time coming in favour of the said James Methven and his foresaids, proprietors of the piece of ground hereby feued vizt: That no houses other than self-contained houses or villas of not less value than Five hundred pounds Sterling each with suitable offices shall be erected on any of the lots or areas bounded on the North by the said road ten feet wide to be formed as aforesaid and the height of such houses or villas (with the exception of Towers or Turrets) shall not exceed the height of thirty six feet to which height the house to be erected by the said James Methven is restricted as aforesaid which houses or villas shall be built with their fronts to the South and shall each have a plot and parapet wall and railing the full width of the feu in front; And farther it is hereby expressly provided and declared that no houses of a class calculated for occupation by Workmen or Fisherman shall be built upon any part of the high ground belonging to the said Reverend William Graham as Trustee foresaid and no house shall be erected on



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said high ground the height whereof shall exceed the height of the house erected or to be erected by the said James Methven as before provided for (Turrets or Towers excepted).

- 2 Deed of Agreement and Declaration of Trust, recorded G.R.S. (Edinburgh) 25 May 1877, by Hugh Morton, Thomas Dishington, Edward Wishart, John Munro MacNab, Samuel Morton Smart, Peter Gardner, Jane Beveridge or Anderson and James Anderson, William Gifford, David Geddes, William Smith, John Gourlay Brash and John Gosman, and James Methven, William Finlay Methven, John Methven, Esther Finlay Methven, Alfred Methven and Harry Thom Methven being children of James Methven, Trustees of Jane McEwan or Robertson and others, and the said Thomas Dishington acting for proprietors of Free Church Manse Newhaven at Laverockbank Terrace, being all proprietors of subjects in the neighbourhood of Newhaven Park, contains the following:

Considering that with the view of preserving the amenity of our respective properties we recently purchased a piece of vacant ground forming part of the lands of Newhaven Park in order that the same might be retained for our joint behoof as a pleasure ground or open space for the benefit of ourselves and our successors in the foresaid subjects and that with the view of providing the necessary funds for enclosing and otherwise improving the said piece of ground we have agreed to assess ourselves according to our respective frontages at the rates aftermentioned Further considering that it has been arranged that the title to be taken to the foresaid piece of ground should stand in the names of certain of us as Trustees for behoof of the whole and that with the view of carrying the foresaid arrangement into effect and in order to make provision for the administration of the Trust hereby constituted it is right and proper we should grant these presents Therefore we do hereby declare and agree as follows

(Primo) That the funds to be raised for the purpose of enclosing the aforesaid Park with parapet wall and railing and for the other necessary purposes of the Trust shall be allocated on and paid by us respectively on the measurements and at the rates following vizt; The family of the late James Methven as Proprietors of Dunforth, Park Road, Edinburgh one hundred and twelve feet at the rate of fifteen shillings per foot, the Trustees of the late John Higgen Robertson Proprietors of 4 Laverockbank Terrace sixty feet six inches at the rate of fifteen shillings per foot, Thomas Dishington Proprietor of 2 and 5 Laverockbank Terrace one hundred



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and twenty feet six inches at the rate of fifteen shillings per foot, Edward Wishart Proprietor of 3 Laverockbank Terrace eighty four feet six inches at the rate of fifteen shillings per foot, James Anderson and spouse Proprietors of 7 Laverockbank Terrace fifty feet six inches at the rate of fifteen shillings per foot, John Munro MacNab Proprietor of 8 Laverockbank Terrace seventy two feet at the rate of fifteen shillings per foot, Samuel Morton Smart Proprietor of 9 Laverockbank Terrace thirty six feet at the rate of fifteen shillings per foot, Peter Gardner Proprietor of 10 Laverockbank Terrace thirty six feet at the rate of fifteen shillings per foot, The Trustees of the Free Church Manse at Laverockbank Terrace sixty five feet at the rate of fifteen shillings per foot, John Gourlay Brash Proprietor of subjects in Park Road, Newhaven twenty nine feet six inches at the rate of ten shillings per foot, John Gosman Proprietor of subjects in Park Road two hundred and two feet at the rate of ten shillings per foot, William Gifford Proprietor of Helen Grove, Park Road fifty eight feet at the rate of seven shillings and six pence per foot, William Smith Proprietor of subjects in Park Road forty two feet at the rate of seven shillings and six pence per foot, David Geddes Proprietor of subjects in Park Road forty two feet at the rate of seven shillings and six pence per foot and Hugh Morton Proprietor of Belvedere House, Stanley Road two hundred and two feet at the rate of five shillings per foot and we hereby severally bind and oblige ourselves and our respective heirs or successors to pay our respective contributions to the fund required for acquiring and laying out the said piece of ground according to the rates foresaid and in the event of any additional funds being required hereafter for the purposes of maintaining the said ground paying feu duty and taxes or for administering the affairs of the Trust hereby constituted the same shall be raised in virtue of the powers herein after conferred by assessing us or the proprietors for the time being of the several heritages foresaid in the same proportions and at the same ratio as the allocations above agreed to and it is further agreed and declared that in respect one hundred and seventy three feet of the frontage belonging to me the said John Gosman has not yet been built on the allocation applicable thereto shall only be payable by the said John Gosman at the first term of Whitsunday or Martinmas which shall happen after the proposed buildings shall have been erected on the ground at present unbuilt on from time to time

(Secundo) For the purpose of managing the foresaid piece of ground the title to the same shall be taken in the names of us the said





## D. BURDENS SECTION

Hugh Morton, Thomas Dishington, John Munro MacNab, Edward Wishart, William Gifford, Samuel Morton Smart and James Anderson as Trustees for the foresaid purpose in trust for the whole parties hereto including ourselves and for the proprietors for the time being of the several heritages or of those who may hereafter become proprietors by succession gift or purchase and according to our and their respective frontages and rates of contribution aforesaid declaring further that in the event of any of us or our successors in office ceasing to be proprietors of the foresaid heritages such of us so ceasing to be so shall thenceforth be disqualified to act on the said Trust and shall ipso facto cease to be a Trustee and in the event of the parties hereto or of any proprietor hereafter of the said several properties failing or declaring to pay their assessments or contributions for the maintenance and administration of the said Trust within two months after being required the proprietor or proprietors so failing shall cease to have any right or interest in the said ground or in the Trust hereby created and shall forfeit all payments made by them and shall have no claim on the remaining proprietors therefor or for any portion thereof and the said ground shall be held for the benefit of those proprietors who shall have contributed as aforesaid

(Tertio) The said parties hereto respectively bind and oblige themselves mutually to each other in the event of their selling or disposing of their respective heritages foresaid to take their several purchasers or disponees bound to implement the obligations herein contained in respect of the benefit hereby conferred in so far as the same pertains to the respective properties belonging to us as aforesaid

(Quarto) It is declared that the said Trustees in addition to the powers conferred by the Acts twenty fourth and twenty fifth Victoria Cap. eighty four twenty sixth and twenty seventh Victoria Cap. one hundred and fifteen and thirtieth and thirty first Victoria Cap. ninety seven shall have power to enclose the said piece of ground with a suitable wall and railing and the same shall be enclosed at the expense of the parties hereto according to their proportions foresaid

(Quinto) It is further agreed and declared that the management of the said piece of ground shall be vested in the foresaid Trustees in the first instance and they shall have power to allow the said Park to be used as Grazing ground or Nursery Garden or as a place of Recreation for the inhabitants of the foresaid heritages or for



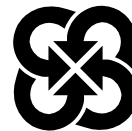
**D. BURDENS SECTION**

any other purpose not prejudicial to the amenity of the neighbourhood or inconsistent with the object of the present Trust

(Sexto) In the event of any extraordinary act of management being required the said Trustees shall be bound to obtain the sanction of a Meeting of the said proprietors of the said Heritages for the time and in the event of any vacancy occurring in the said Trust through the death resignation or disqualification of any of the said Trustees it shall be in the power of the proprietors of said Heritages for the time being to nominate new Trustees who must always possess the qualification of Ownership of one or other of the subjects foresaid in room of those who may have died resigned or become disqualified so that the number of said Trustees shall not be less than three nor more than seven and the Trustees acting for the time shall be bound to assume the parties so nominated into the trust

(Septimo) The said Trustees shall be bound to make up an Account of their Intromissions at least once in the year and to submit the same to an annual meeting of the proprietors to be held in the first week of June yearly at which the assessment for the year shall be declared for the purposes of the Trust and all sums payable by us in respect of these presents shall be forthwith paid to the Clerk Factor or Treasurer of the Trust on demand and shall bear interest at the rate of five per cent per annum for the first month from the date when payable and at the rate of ten per cent per annum thereafter till paid and if payment be delayed for a period of two years the defaulter shall ipso facto be held to have renounced all claim and interest in or to the said piece of ground and his rights under these presents shall thereupon cease and determine in all time coming, reserving always the claim of the said Trustees or of any one of the other parties hereto who shall have paid their contributions to demand payment from such defaulter and with a right to the said parties to sue such defaulter for his unpaid assessment or contribution and other payments herein before stated

(Octavo) Notice of all meetings ordinary or extra-ordinary shall be given to the proprietors of said heritages at least one week previous to date of meeting and all matters falling to be disposed of at the foresaid meetings shall be fixed and determined by a majority of those present at the meeting but it shall not be competent to sell or dispose of the said piece of ground or make any use thereof inconsistent with the purposes of the present trust



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unless with the consent and concurrence of at least seven eighths (7/8ths) in value of the proprietors then having right to said ground as aforesaid who shall be proprietors of the several heritages foresaid for the time being and no alteration on the constitution of the Trust or the rules under which the same may from time to time be managed as herein embodied or which may hereafter be agreed to shall be made unless previous notice of such alteration shall be given to all the proprietors at the time in the billets or circulars calling the meeting and the same must be confirmed at the next meeting thereafter before being acted on

(Lastly) It shall be sufficient notice of the meetings and of the purpose thereof or of any special resolution to be proposed thereat if circulars addressed to the proprietors of said heritages at their last known addresses shall be posted at any Post Office in Edinburgh or Leith as certified by the Clerk or Factor of the Trust from time to time and a Notice of the time and place of meeting shall be inserted one week previously in one or more of the Newspapers published in Edinburgh for the time

With also Supplementary Deed of Agreement by Hugh Morton, Thomas Dishington, John Munro MacNab, Edward Wishart, William Gifford, Samuel Morton Smart and James Anderson being the Trustees named in the foregoing Deed of Agreement and Declaration of Trust containing the following:

Considering that at a meeting of the Proprietors of the subjects therein described held on Seventeenth April Eighteen hundred and seventy seven it was inter alia resolved that the allocation of assessment contained in the foregoing Deed should be modified and altered to the extent after mentioned that is to say that the Trustees or Proprietors of the Free Church Manse Newhaven should be rated at the sum of Seven shillings and six pence per foot of frontage in place of fifteen shillings per foot and farther that Alexander Paterson Purves (as in right of Morrison's Trustees) Proprietor of number 6 Laverockbank Terrace aforesaid should be assumed into the concern as one of the proprietors of the foresaid Park and that on the footing of a frontage of fifty feet six inches at the rate of fifteen shillings per foot of frontage in the same way and manner as if he had been an original contribution to the funds Therefore we do hereby in respect of the foresaid resolutions and the authority given to us at the aforesaid meeting declare that the original allocation of funds provided by the foresaid Deed of Agreement and Declaration of Trust has been and is hereby modified



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to the effect that the Trustees or proprietors of the Free Church Manse Newhaven should be rated under the said allocation on a frontage of sixty five feet at the rate of Seven and six pence per foot and that the said Alexander Paterson Purves shall be entitled and is hereby declared to have a right and interest in the aforesaid Park along with the other proprietors thereof and subject to all the conditions contained in the foregoing Deed in respect of his being proprietor of number 6 Laverockbank Terrace aforesaid in the same way and manner as if he had been an original contributor to the fund and that on a frontage of fifty feet six inches at the rate of fifteen shillings per foot.

- 3 Deed of Acknowledgement dated 28 Mar. and 3 Apr. 1889 by James Methven, William Finlay Methven, John Methven, Esther Finlay Methven, Alfred Methven and Harry Thom Methven, proprietors of the subjects referred to in the Feu Contract in Entry 1, narrates the following:

Whereas our said property is bounded on the north by a road or a lane by which there is a right of access to the properties in Park Road, Newhaven; And whereas we have recently made a new entrance to the said lane at the east end of the southern boundary of our said property and placed four steps which project into the said lane and that without the consent of the proprietors of the said properties in said Park Road, aforesaid; And seeing that we have been called upon to grant this Acknowledgement; Therefore we hereby acknowledge and declare that the said steps leading from the east end of our property to the said lane so far as these project or interfere with the free access and passage of the said lane are allowed by the other proprietors intersected therein to remain on sufferance only and not as a matter of right or privilege pertaining to us or our said property and we undertake and oblige ourselves and our successors at any time when called upon by any of the foresaid parties or their successors in the properties in Park Road, aforesaid having a right of access by the said lane to remove said steps in so far as these project or interfere with the free access and passage of the said lane and we declare that the said steps being allowed to remain in the meantime shall not constitute a right of servitude in favour of us or our successors in our said property aforesaid.