



Title Information: FFE53065

Search summary

Date/Time of search	21-04-2023 13:08:39
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Transaction number	SCO-14164155
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User reference	JMF.PGI2.7
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Section A**FFE53065**

Property

Date of first registration	30-01-2002
Date title sheet updated to	30-03-2018
Hectarage Code	2.1
Real Right	OWNERSHIP
Map Reference	NT0986NE
Title Number	FFE53065
Cadastral Unit	FFE53065
Sasine Search	52911
Property address	ST. LEONARDS STREET, DUNFERMLINE

Description Subjects lying to the northeast of ST. LEONARDS STREET, DUNFERMLINE edged red on the Title Plan being 2.1 hectares in measurement on the Ordnance Map.

Notes

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Charter in Entry 1 and the Feu Contract in Entry 3 of the Burdens Section.
2. The above subjects have been Leased - for particulars see Schedule of Leases below.

Schedule of Leases

Entry No	No on Plan	Plot No	Subjects	Tenant	Date of Recording or Registration	Term	Rent
1				Co-operative Insurance Society Limited to Fine Fare Limited	G.R.S. (Fife) 28-06-1974 as altered by Deed of Partial Renunciation and Extension of Lease recorded G.R.S. (Fife) 13 MAR 1978.	11 FEB 1974 to 2 FEB 2073	£10000 per annum

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Section B

FFE53065

Proprietorship

PUK GLF NOMINEE A LIMITED (a company registered in Jersey with Company number 124545) and having its Registered office at 26 New Street, St Helier, JE2 3RA Jersey, PUK GLF NOMINEE B LIMITED (a company registered in Jersey with Company number 124544) and having its Registered office at 26 New Street, St Helier, JE2 3RA Jersey as nominees for and on behalf of OCORIAN LIMITED incorporated in Jersey, Company Number 52417, having its Registered Office at 26 New Street, St Helier, JE2 3RA Jersey as Trustee of PGIM REAL ESTATE UK GROUND LEASE FUND.

Entry number	1
Date of registration	30-03-2018
Date of Entry	01-11-2017
Consideration	No Consideration

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Section C

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Securities

There are no entries.

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Section D

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Burdens

Number of Burdens: 6

Burden 1

Feu Charter by Trustees of James Adamson Beveridge to Erskine Beveridge and his heirs and assignees, recorded G.R.S. (Fife) 23 Jan. 1890, of (I) 1 rood 2 poles and 7 square yards of ground, (II) 2 acres 23 poles and 21 square yards of ground and (III) 1 acre 2 roods 9 poles and 5 square yards of ground, all part of lands and estate of Brucefield, contains the following burdens:

(Primo) Reserving always to us as Trustees foresaid and our successors in the lands of which the subjects hereby disposed are parts the whole coal shale limestone marl ironstone clay freestone slate marble and other stone and all other mines metals minerals and fossils though not hereinbefore specially enumerated within or under the subjects hereby disposed and full power to us and our foresaids or any person authorised by us to search for work win raise calcine and carry away the same and to make levels sink pits open quarries erect houses and machinery and to make aqueducts levels drains roads railways or tramways and all others necessary for all or any of these purposes upon payment to our said disponee and his foresaids of such damages as may be thereby occasioned to the surface of the lands or to the buildings erected or which may be erected thereon as the same shall be ascertained by two arbiters to be chosen by the Superior and vassal respectively or in the case of their differing in opinion by an oversman whom they shall nominate before entering on the submission but it is hereby declared that notwithstanding the above reservation our said disponee shall be entitled to take stones limestone or clay which may be found within any of the pieces of ground above disposed for the purposes of any works or buildings which he may construct or erect thereon.

(Secundo) If for the purposes of his works the feuar should find it desirable to store water in some portion of the piece of ground second above disposed he shall be at liberty to do so provided the water so stored shall by the use of puddle walls or other sufficient works be prevented from percolating into adjoining land and if notwithstanding such puddle walls or other works water should percolate into and cause damage to adjoining lands the feuar shall be bound to make compensation for all such damage as the same shall be ascertained by Arbiters mutually chosen or by an oversman to be appointed by them in case of their differing in opinion as aforesaid.

(Tertio) Reserving to us and our successors and tenants in the adjoining lands the right of access to the south side of the Burn ex adverso of the ground second above disposed for the purpose of watering stock at said Burn.

(Quarto) The feuar shall be bound forthwith to enclose the two pieces of ground second and third above disposed with suitable and sufficient fences to the satisfaction of the Superiors or any one appointed by them the piece of ground first above disposed being already sufficiently fenced off and enclosed.

(Quinto) The feuar shall be bound to construct at his own expense outside of parallel and near to the fences to be erected along the north side of the pieces of ground second and third above disposed a sufficient and suitable main drain laid so as conveniently and efficiently to intercept all the land drains and discharging either into the underground conduit or covered water course passing through the piece of ground third above disposed towards its southeastern boundary if this affords sufficient fall; or if the fall there is insufficient the said main drain shall by the feuar be continued south westwards along the side of the private road on to near the bridge over the Lyne Burn whence it will pass through the southeast corner of the piece of ground third above disposed and enter the Lyne Burn near the outfall of the foresaid conduit or covered water course and the feuar by his operations shall not submerge this outfall and if and where it is found convenient to carry any part of the said main drain into or through any part or parts of the pieces of ground second and third above disposed such portions of the main drain shall be kept redd and in a thorough state of repair by the feuar at his own expense.

(Sexto) The underground conduit or covered water course in the piece of ground third above disposed shall be kept redd and in a thorough state of repair by the feuar at his own expense so far as it passes through the said piece of ground; and in the event of damage arising to the adjoining lands belonging to us from flooding or otherwise by this watercourse which may have arisen from choking or insufficient state of repair of the conduit where passing through the said piece of ground the feuar shall make compensation for such damage as the same shall be ascertained by arbitration as aforesaid.

(Septimo) The underground conduit or covered water course which has its outfall into the Lyne Burn near the southeast corner of the piece of ground second above disposed shall not have its outfall submerged by the operations of the feuar and

(Lastly) The feuar shall have right of access to the pieces of ground above disposed along the private road belonging to us leading from St Leonards Place to Brucefield House he paying a share of the cost of maintaining said road proportionate to the extent to which he shall use the same and he shall likewise have power to lay a pipe or pipes under said road for the purpose of conveying water for his works provided he repairs all damage which may be thereby occasioned to said road.

Burden 2

Disposition and Feu Disposition by Erskine Beveridge as sole partner of firm of Erskine Beveridge and Company to Erskine Beveridge and Company Limited and their successors and assignees, recorded G.R.S. (Fife) 30 Aug. 1893, contains (1) Disposition of the subjects known as St Leonards Works, containing no burdens and (2) Feu Disposition of 1 rood 18 poles and 5 yards of ground, forming part of said (1) subjects, containing the following burdens:

Declaring that the said Erskine Beveridge and Company Limited shall be bound forthwith to enclose the said piece of ground immediately before disposed, with a suitable and sufficient fence to my satisfaction or to the satisfaction of any one appointed by me or my foresaids.

Burden 3

Feu Contract containing Feu Disposition by John Henry Beveridge ("the Superior") to Erskine Beveridge and Company Limited and their successors and assignees ("the Vassal"), recorded G.R.S.(Fife) 2 Mar. 1922, of (I) 1.230 acres, (II) 0.241 acre and (III) 1.129 acres of ground, parts of lands of Brucefield, contains the following burdens:

(PRIMO) Reserving always to the Superior the whole coal, shale, limestone, marl, ironstone, clay, freestone, slate, marble and other stone, and all other mines, metals, minerals and fossils though not hereinbefore specially enumerated within or under the several pieces of ground hereby disposed, and full power to the Superior or any person authorised by him to search for, work, win, raise, calcine and carry away the same and to make levels, sink pits, open quarries, erect houses and machinery, and to make aqueducts, levels, drains, roads, railways or tramways, and all others necessary for all or any of these purposes upon payment to the Vassal of such damage as may be thereby occasioned to the surface of the land or to the buildings erected or which may be erected thereon, as the same shall be ascertained by two arbiters to be chosen by the Superior and Vassal respectively or in case of their differing in opinion by an oversman whom they shall nominate before entering on the submission:

(SECUNDO) The Vassal shall be bound to free and relieve the Superior of all liability and responsibility for the formation, completion and maintenance of Streets, roads, footpaths, kerbs, water channels and others formed or to be formed on the North east boundaries of the pieces of ground first and second hereby disposed and also for the formation, completion and maintenance of the sewers and drains in said Streets or roads

(TERTIO) As regards the boundary walls or fences erected or to be erected on the North east, North east and East or South east boundaries of the pieces of ground first, second and third hereby disposed respectively by the said Provost, Magistrates and Councillors of the City and Royal Burgh of Dunfermline as Local Authority foresaid which walls or fences may be erected to the extent of one half of the thickness thereof on the several pieces of ground hereby disposed, the Vassal shall be bound to allow the said walls or fences to be so erected and to pay to the said Provost, Magistrates and Councillors on the completion of said walls or fences one half of the value thereof and on payment of one half of the value thereof the said walls or fences shall become mutual boundaries to the ground belonging to the said Provost, Magistrates and Councillors and the respective pieces of ground hereby disposed, and shall thereafter be maintained by the Vassal and the adjoining proprietors at mutual expense:

(QUARTO) The Vassal shall be bound on delivery of these presents forthwith to enclose the piece of ground first hereby disposed on the North west boundary with suitable strong and durable boundary walls or fences which walls or fences shall be erected to the extent of one half of their thickness on the adjoining ground belonging to the Superior and the Superior binds himself to take the respective future feuars on the adjoining ground bound to repay to the Vassal one half of the value of walls or fences so erected in so far as these are erected on the boundaries of their respective feus and upon such adjoining ground being feued, and half of the value of said walls or fences being paid, such walls or fences shall thereupon become mutual and shall thereafter be maintained at mutual expense by the Vassal and the feuars of the adjoining subjects: and

(LASTLY) The Vassal shall have right of access to the pieces of ground second and third hereby disposed along the private road belonging to the Superior leading from St Leonard's Street to Brucefield House and farm steading, but the Vassal shall be bound to pay a share of

the cost of maintaining said road proportionate to the extent to which they shall use the same: But the Vassal shall have no right of access to the piece of ground first hereby disposed by or over unfeued lands belonging to the Superior.

Burden 4

Disposition by Erskine Beveridge and Company Limited to Co-operative Insurance Society Limited and their successors and assignees, recorded G.R.S. (Fife) 29 Mar. 1974, of ground lying on the north east side of Saint Leonard's Street, Dunfermline, of which part of the subjects in this Title forms part, contains the following burdens:

Reserving to us and our successors as proprietors of the remaining subjects of which those hereby disposed form part right of access over the subjects hereby disposed for the purpose of maintenance of the buildings on said subjects belonging to us and all other necessary purposes.

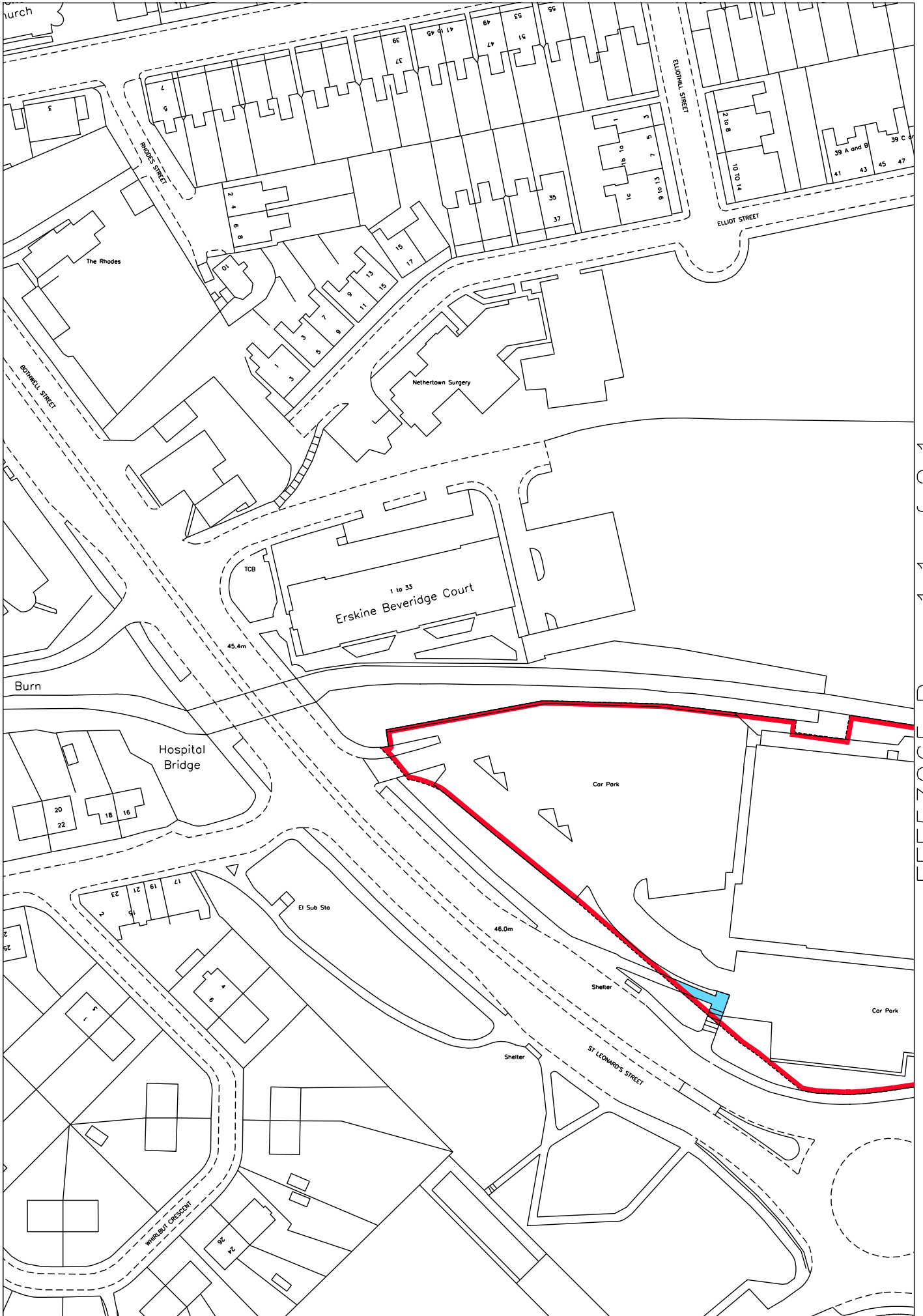
Burden 5

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

Burden 6

By letter dated 2 May 2006, Fife Council advise that the area of ground tinted blue on the Title Plan falls within the area of adopted highway shown on the Council's Transportation Services plan.

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LAND REGISTER
OF SCOTLAND

Officer's ID / Date

2719
8/1/2015

TITLE NUMBER

FFE53065



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

NT0986NE NT1086NW

Survey Scale

1/1250

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The boundaries shown by dotted lines have been plotted from the deeds. Physical boundaries will be indicated after their delineation on the Ordnance Map.

