



Title Information: MID1

Search summary

Date/Time of search	18-08-2021 13:47:43
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Transaction number	SCO-08868127
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User Reference	
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Section A**MID1**

Property

Date of first registration	25-02-1999
Date title sheet updated to	12-05-2011
Hectarage Code	5.2
Interest	PROPRIETOR
Map Reference	NT2473SE, NT2573SW, NT2573SE AND NT2473NE
Title Number	MID1
Cadastral Unit	MID1
Sasine Search	N/A
Property address	EDINBURGH CASTLE CASTLE HILL, EDINBURGH EH1 2NG
Description	Subjects EDINBURGH CASTLE, CASTLE HILL, EDINBURGH EH1 2NG edged red on the Title Plan.

Notes

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 1 of the Burdens Section.
2. The part edged and numbered 1 in yellow on the Title Plan has been leased - for particulars see Schedule below.

Schedule of Leases

Entry No	No on Plan	Plot No	Subjects	Tenant	Date of Recording or Registration	Term	Rent
1	1		Electricity sub-station located within a room at Edinburgh Castle, Castle Hill, Edinburgh	SP Distribution Limited	Land Register 12-05-2011	60 years from 15 Apr. 2011	£1 per annum if asked

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Section B**MID1**

Proprietorship

SECRETARY OF STATE FOR SCOTLAND.

Entry number	1
Date of registration	25-02-1999
Date of Entry	04-02-1999
Consideration	Certain Good and Onerous Causes
Notes	1. The above Proprietor is now Scottish Ministers.

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Section C

MID1

Securities

There are no entries.

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Section D

MID1

Burdens

Number of Burdens: 4

Burden 1

Disposition by the Crown Estate Commissioners acting in exercise of the powers of the Crown Estate Act 1961 on behalf of the Queen's most Excellent Majesty to the Secretary of State for Scotland, registered 25 Feb. 1999, of the subjects in this Title, contains the following,

UNDER EXCEPTION of AND RESERVING to Her Majesty and her Successors (a) the whole mines, minerals and fossils insofar as belonging to Her and Them within or under the subjects hereby disposed and (b) free right to exercise all rights to which She or They may be presently entitled and all privileges which She or They may presently enjoy from and over the subjects hereby disposed; and we grant simple warrandice and that subject to any existing wayleaves and servitudes and to any rights of or arrangements relative to occupancy and/or use by any parties.

Burden 2

Deed of Servitude by Scottish Ministers proprietors of the subjects in this Title to Fulcrum Pipelines Limited, registered 29 Oct. 2010, contains the following:

We the Scottish Ministers grant and dispose to the said Fulcrum Pipelines Limited and their successors (all hereinafter referred to as "FPL") a servitude right and tolerance in through and over the strip of land aftermentioned of laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing or rendering unusable a service pipe for the transmission or storage of gas or other ancillary materials and all necessary apparatus ancillary thereto (all hereinafter collectively called "the said works") in upon and over a strip of land three metres in width and shown for identification purposes only by the blue broken line on the Title Plan (hereinafter called "the said strip of land")

Which strip of land extends for a distance of approximately one hundred and thirteen metres and is part and portion of the subjects in this Title ("the said lands"):

TOGETHER WITH the rights to FPL of vehicular and pedestrian access to the said strip of land and of passage over the said strip of land for the purposes of the said works and over the said lands for the purpose of access to the said strip of land whether or not with workmen, vehicles, machinery and apparatus.

1. Fulcrum Pipeline Limited's Obligations

The said servitude is granted with and under the following conditions and obligations, namely:

1.1 In exercising the servitude hereby granted FPL shall take all reasonable precautions to avoid obstruction to or interference with the use of the said lands and damage or injury thereto and shall where reasonably practicable respect the reasonable and proper requirements of the occupiers of the said lands; Notwithstanding the foregoing, FPL shall be prohibited from carrying out any non-essential routine repairs and/or maintenance to the said works in June, July and August, and during any period of time in which viewing stands have been erected in accordance with Clause 2 hereof in connection with the Edinburgh Military Tattoo and other like events; Notwithstanding the foregoing and for the avoidance of doubt, FPL shall have the right to carry out the said works at any time in the case of an emergency;

1.2 those exercising the servitude rights in Clause 1.1 shall do so on reasonable prior notice being given, which shall not less than 2 weeks and at such times as are approved by us which approval shall not be unreasonably withheld or a decision delayed (except in the case of emergency, where no notice or approval shall be required);

1.3 FPL shall make good all damage or injury to the said lands caused by the exercise by FPL of the servitude hereby granted and shall make full compensation to us in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid;

1.4 FPL shall keep us indemnified against all actions, claims or demands arising by reason of the exercise of the servitude hereby granted (excepting any such actions, claims or demands as may be occasioned by the negligent or wrongful act of us or our servants or agents);

1.5 FPL shall pay all public rates and taxes which may be imposed in respect of the said works or the servitude hereby granted;

2. Owner's Obligations

For the purpose of securing to FPL the said servitude and to benefit and protect the same at all hands we bind ourselves and our successors in the ownership of the said strip of land:

2.1 not to do or cause or permit to be done on the said lands anything calculated or likely to cause damage or injury to the said works and to take all reasonable precautions to prevent such damage or injury;

2.2 not, without the prior consent in writing of FPL, to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works or so as to affect in any way the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works;

2.3 not to erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the said strip of land.

2.4 To provide FPL with two month's notice of any of the other like events referred to in Clause 1.1 which will prohibit FPL from carrying out routine repairs or maintenance to the said strip of land.

2.5 To facilitate free and unrestricted access to FPL and their workmen, vehicles, machinery and apparatus in and over the said strip of land to carry out the said works in the case of emergency.

Without prejudice to Clauses 2.1, 2.2 and 2.5 hereof, nothing contained herein shall prohibit us from erecting and maintaining on the said lands, temporary and demountable viewing stands in connection with the Edinburgh Military Tattoo and other like events.

Burden 3

Lease specified in Entry 1 of the Schedule of Leases in the Property Section, by Scottish Ministers (hereinafter referred to as the "Landlords") to SP Distribution Limited (who and whose successors and assignees are hereinafter referred to as the "Tenants"), registered 12 May 2011, of the electricity sub-station located within a room at Edinburgh Castle, Castle Hill, Edinburgh, edged and numbered 1 in yellow on the Title Plan ("the substation site"), contains the following rights:

(One) a non-exclusive right of access to and egress from the substation site hereby let for pedestrian and vehicular traffic (including construction traffic and/or vehicles carrying plant and equipment) from the public road known as "Castlehill" to the substation site along the access route tinted brown on the Title Plan, declaring that access from the point lettered X in blue on the said Plan to the substation site and, for the avoidance of doubt including access from the said access route tinted brown on the said Plan to the said point lettered X in blue on the said Plan over the route shown by a brown broken line on the said Plan, will be pedestrian access only along such routes as may be agreed with on-site personnel;

(Two) a right to lay, use, inspect, maintain, repair, remove, renew, replace and or enlarge in, through and over those areas of ground shown by a green broken line on the said Plan, all cables, pipes, drains and other underground works required by the Tenants in the exercise of their functions as statutory electricity undertakers with all necessary rights of access thereto over the adjoining ground; and

(Three) a right of access for the purpose of erecting, constructing, inspecting, maintaining, repairing and renewing the substation, and the ancillary apparatus and equipment enclosed within the substation to be installed on the substation site and all enclosures if any including, for the avoidance of doubt, a right to take access along the access route tinted brown on the said Plan by crane and to park the crane on the esplanade and use it to lower apparatus and other equipment down and into the substation enclosure lettered B in blue on the said Plan.

Notwithstanding the foregoing, the Tenants shall be prohibited from carrying out any non-essential repairs and/or maintenance to the substation site in June, July and August, and during any period of time during which the viewing stands have been erected in connection with the Royal Edinburgh Military Tattoo, concerts and other events in the Landlords' discretion; notwithstanding the foregoing and for the avoidance of doubt the Tenants shall have the right to carry out said works in the event of an emergency in which case no prior notice shall be required, The Tenants shall be entitled to exercise the foregoing servitude rights insofar as involving access in Edinburgh Castle and Esplanade being the subjects registered under Title Number MID1 and shall do so on reasonable prior notice being given to the Landlords which shall not be less than 2 weeks and at such times as are approved by the Landlords which

approval shall not be unreasonably withheld or a decision unduly delayed (save in the case of emergency in which case no prior notice shall be required) PROVIDED ALWAYS THAT in exercising the foregoing rights, the Tenants shall (a) cause the minimum interference to the occupiers of, and the operations on, the Adjoining Subjects as is reasonably practicable; (b) respect the reasonable and proper security requirements of the occupiers of the Adjoining Subjects; and (c) make good to the reasonable satisfaction of the Landlords any damage caused by the exercise of the rights.

Note: The foregoing Lease was executed after 1 September 1974 and is subject to the provisions of Part II of the Land Tenure Reform (Scotland) Act 1974.

Burden 4

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.

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