

Fees	£	VAT £
Registration		
Extracting and Authentication	0.70	0.07
TOTAL	0.77	

Registers of Scotland.

General Register of Sasines.

Extract Registered

CONSERVATION AGREEMENT

between

THE PROVOSE, MAGISTRATES and
COUNCILLORS of the ROYAL BURGH
of NORTH BERWICK

and

THE NATIONAL TRUST FOR SCOTLAND

Subjects: Subjects at North
Berwick.

Dated 16th October 1973 &c.
Regd. 16th November 1973.

STRATHERN & BLAIR,
W.S.,
12 South Charlotte Street,
EDINBURGH.

Conservation Agreement
5585/53

No. 15 Conservation Agreement between Magistrates &c. of North Berwick and National Trust for Scotland.

AT EDINBURGH, the sixteenth day of November Nineteen

hundred and seventy three between three and four the writ hereinafter reproduced is recorded in the 715 Book of the Division of the General Register of Seigns applicable to the County of East Lothian commencing on folio 157 for publication and also in the Books of the Lords of Council and Session for preservation as follows:-

This AGREEMENT is made on the seventh day of November Nineteen hundred

and seventy three BETWEEN the PROVOST, MAGISTRATES and COUNCILLORS of the ROYAL BURGH of NORTH BERWICK (who, together with their successors in title to the subjects hereinafter described are hereinafter referred to as "the Proprietors") and THE NATIONAL TRUST FOR SCOTLAND FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY, incorporated by the National Trust for Scotland Order (Commission Act 1956/6) (hereinafter referred to as "the Trust") WHEREAS (one) The Proprietors are heritable Proprietors of the subjects hereinafter described AND WHEREAS the Proprietors are desirous that in the interest of the Nation and especially in the interest of the people of North Berwick and for the maintenance and enhancement of the amenity of the Burgh and the beauty of the district that the said subjects should remain forever unbuilt on except as hereinafter mentioned and should be conserved as open spaces, woodlands or recreational grounds; (Two) The Trust is by Section Seven of the National Trust for Scotland Order 1958 as confirmed by the National Trust for Scotland Order Commission Act 1958 empowered to enter into Agreements known as Conservation Agreements with the owners of heritable subjects whereby real conditions are created upon the said subjects in favour of the Trust and (Three) The Proprietors have therefore agreed with the Trust that the conditions aforementioned shall be imposed upon the said subjects and shall be real conditions thereon;

NOW THIS DEED made under and by virtue of the said Order as confirmed by the said National Trust for Scotland Order Commission Act 1958 WITNESSETH and IT IS HEREBY AGREED as follows:-

FIRST

The Proprietors provide and declare that the subjects aforesaid shall be burdened in favour of the Trust with the real conditions aforesaid written, videlicet: -

First All and WHOLE that area or piece of ground in the Burgh of North

Berwick and County of East Lothian extending to thirty eight acres or

thereby being the subjects more particularly described in Disposition by

Old New Hamilton Dalrymple of North Berwick, Baronet, in favour of the

Provoost, Magistrates and Councillors of the Royal Burgh of North Berwick

dated Twenty eighth June and recorded in the Division of the General Register

of Seigns applicable to the County of East Lothian Twenty first day of

October all in the year Nineteen hundred and fifty eight and as shown

coloured green and marked "A" on Plan "No. 1" annexed and signed as relative

hereto.

Secundo /

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(2007) 56194 5/00 10/73 HNSM 270



Second. ALL and WHOLE the Lands and Subjects known as North

Berwick Law extending to Ninety acres three rods and twenty

four poles or thereby Imperial Measure lying in the Parish of

North Berwick and County of East Lothian being the subjects

more particularly described in Disposition by James Mitchell

and another in favour of the Provost, Magistrates and Councillors

of the Royal Burgh of North Berwick dated Third and recorded in

the Division of the General Register of Sasines applicable to the

County of East Lothian Eleventh both days of July Nineteen

hundred and thirty six and as shown coloured blue and marked "B"

on the said plan "No. 1".

Part 1 ALL and WHOLE that piece of ground situated in the Burgh

of North Berwick and County of East Lothian and known as The Glen

being the subjects more particularly described in Disposition by

Sir Hew Hamilton Dalrymple of North Berwick, Baronet, in favour of

the Provost, Magistrates and Councillors of the Royal Burgh of

North Berwick dated Twenty sixth July and recorded in the Division

of the General Register of Sasines applicable to the County of

East Lothian Nineteenth September all in the year Nineteen hundred

and twenty four and as shown coloured in red and marked "G" on the

said plan "No. 1".

Part 2 ALL and WHOLE the Lands, subjects and others known as the

East Golf Course situated in the Burgh of North Berwick and County

of East Lothian extending to one hundred and twenty eight acres

and three hundred decimal or one-thousandth parts of an acre or

thereby being the subjects more particularly described in Disposition

by Sir Walter Hamilton Dalrymple of North Berwick, Baronet, in

favour of the Provost, Magistrates and Councillors of the Royal

Burgh of North Berwick dated Twenty fourth December Nineteen hundred

and six and recorded in the Division of the General Register of

Sasines applicable to the County of East Lothian on the second day

of January Nineteen hundred and seven and shown coloured orange

and marked "D" on said plan "No. 1".

Part 3 ALL and WHOLE that area or piece of ground extending to

Twenty three acres and seven hundred and seventy eight decimal or

one thousandth parts of an acre or thereby known as The Lodge

situated /

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situated in the Burgh of North Berwick and County of East Lothian being the subjects more particularly described in Disposition by Sir Hew Hamilton Dalrymple of North Berwick, Baronet, in favour of the Provost, Magistrates and Councilors of the Royal Burgh of North Berwick dated the Twelfth and recorded in the Division of the General Register of Sasines applicable to the County of East Lothian Twentieth both days of May Nineteen hundred and thirty nine and show coloured in mauve and marked "B" on said plan "No. 1" and plan "No. 2" BUT EXCEPTING therefrom ALL and WHOLE those buildings known as The Lodge lying in said Burgh and County being the subjects more particularly in and shown delineated and outlined in red on the plan annexed to Ten Disposition by us in favour of the Trust dated Eighteenth July and recorded in the said Division of the General Register of Sasines Fifteenth September Nineteen hundred and seventy two as said accepted buildings are shown hatched black on plan "No. 2".

Sexto ALL and WHOLE that area or piece of ground known as the East Links, North Berwick situated in the Burgh of North Berwick and County of East Lothian being the subjects delineated and coloured yellow and marked "A" on said plan "No. 1" and also shown outlined and coloured yellow on plan "No. 2" annexed and executed as relative hereto, and WHICH area or piece of ground forms part of ALL and WHOLE the subjects described in Crown Charter in favour of the Provost, Magistrates and Councilors of the Royal Burgh of North Berwick dated Eighteenth September Fifteen hundred and sixty eight Settling ALL and WHOLE those subjects comprising the Harbour, the Swimming Pool and the Esplanade situated in the Burgh of North Berwick and County of East Lothian and being the subjects delineated and coloured brown and shown marked "G" on the said plan "No. 1" and on plan "No. 3" annexed and executed as relative hereto, and WHICH subjects form part of the subjects described in the said Crown Charter dated as aforesaid.

SECOND

(1) No buildings or other erections including electric pylons, overhead high tension cables or telegraph poles apart from existing buildings and other erections at present on the ground (as said existing buildings and other erections are specified in the Schedule annexed and signed as relative hereto) shall be placed or erected on the said subjects before described except any development, buildings or other structures which may be necessary in connection with the existing uses of the said subjects ALL such buildings /

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buildings or erections specified in the above exception as regards
inter alia their site, plans, architectural design, dimensions,
method and material of construction including the colour scheme
of all outside painting shall be subject to the approval of the
Trust.

(II) (a) Save as before mentioned and after the execution of these
presents no new act or thing shall be done or placed or permitted
to remain upon the said subjects without the consent of the Trust
which consent will be granted only if the Trust is satisfied that
such new act or thing is primarily of benefit to the inhabitants
of North Berwick and will continue to be so.

(b) No new quarry shall be opened or worked upon any part of the
said subjects, without the prior consent of the Trust nor shall
sand or gravel or any other thing be moved across or removed from
the said subjects or the foreshore ex adverso the said subjects
without the Trust's consent.
(c) No part of the said subjects shall be developed commercially
or for building development both public and private including
Church building development or used as Garavan Park, Gar Parks,
Florida areas or camping sites without the consent of the Trust
DECLARING that without prejudice to the foregoing any existing
Gar Parks shall not be enlarged or extended without the prior
approval of the Trust.

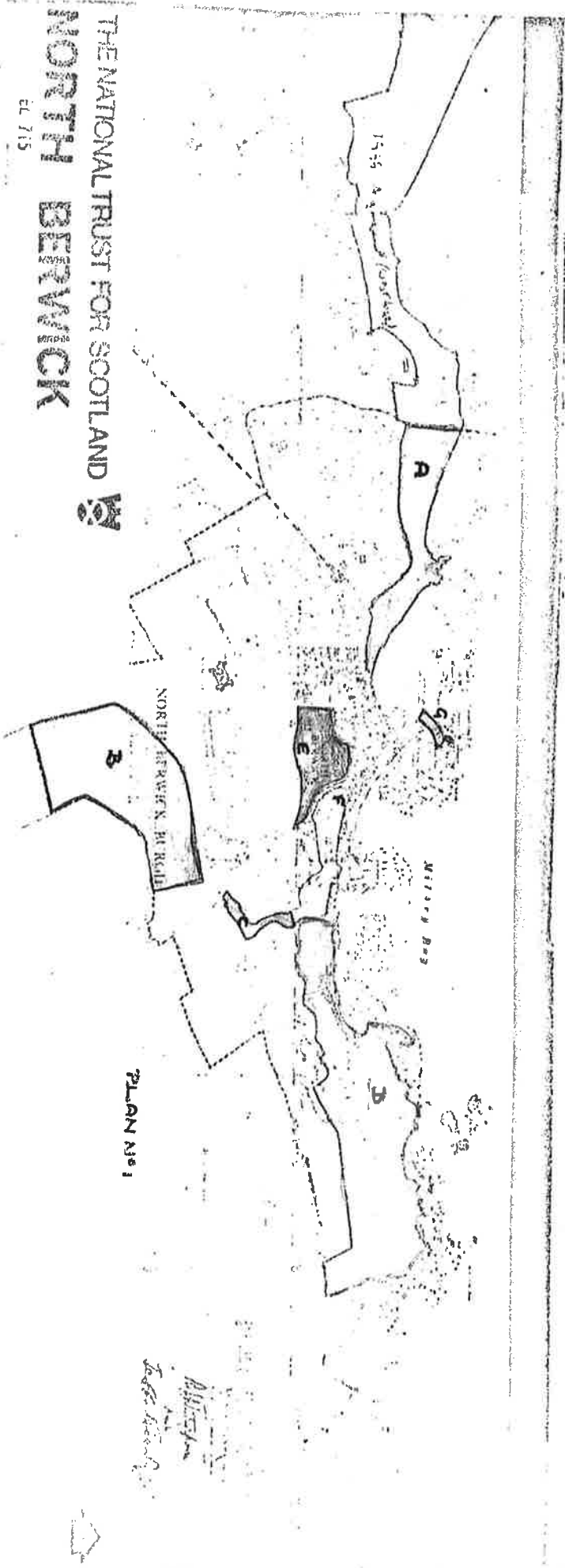
(d) No growing timber or trees shall be felled, topped or cut in
any way save with the consent of the Trust which consent shall not
be unreasonably withheld and then only in accordance with the
usual methods of good forestry but excepting dangerous limbs or
trees as well as branches overhanging fields and interfering with
agriculture which may be cut or topped without express consent
DECLARING that notwithstanding the terms of this Agreement the
Proprietors and their forestalls shall remain fully liable for all
third party claims in respect of said timber or trees and others
carried out and notify the Trust of any trees which should be cut.
Where trees are cut the Proprietors and their forestalls shall be
bound to plant new trees in place thereof.
(e) The Proprietors and their forestalls will be bound to notify
the /

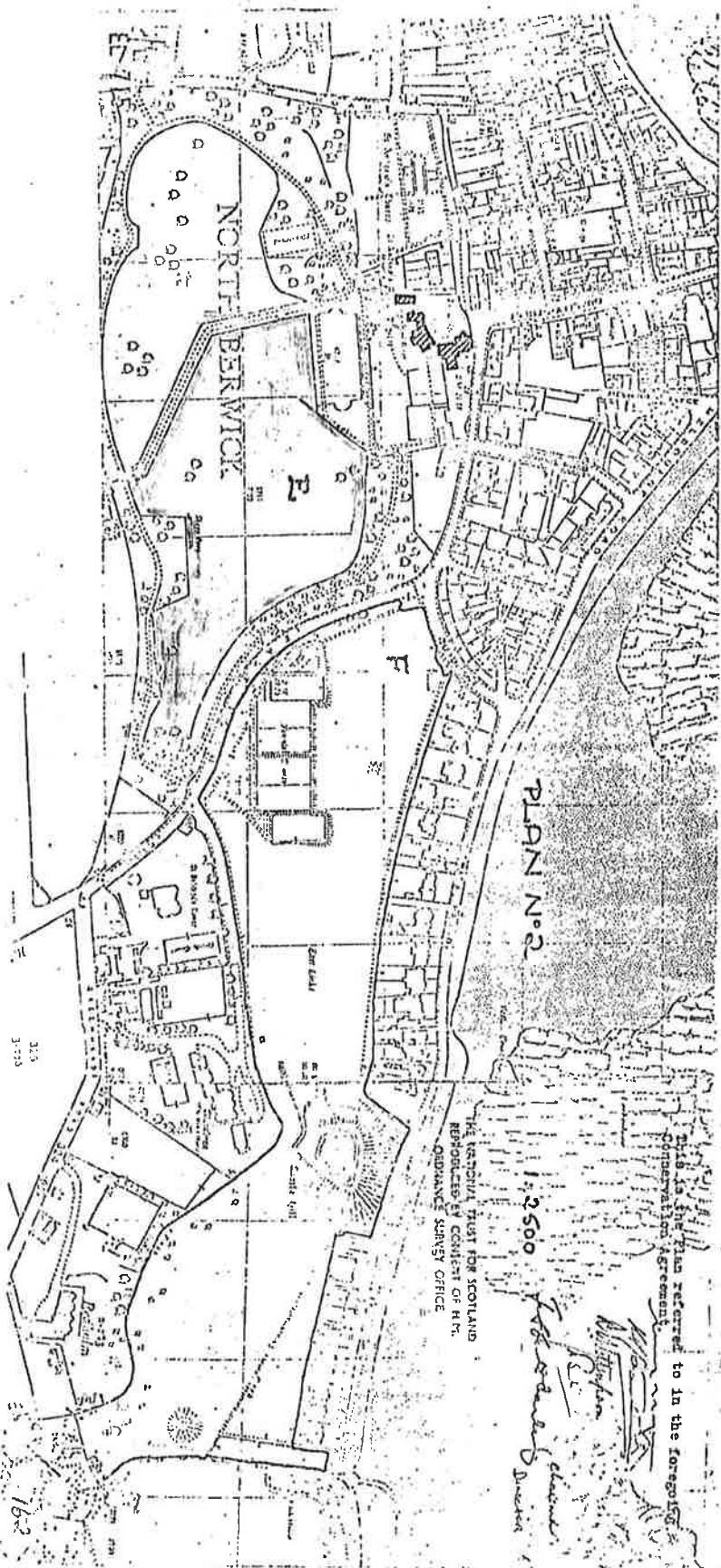
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Ex. o. Scotland - N. Board

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Schedule of existing buildings and other erections referred to in the foregoing agreement.

- (1) Area A, Plan No. 1. Putting greens - Ticket office and implement shed
- (2) Area D, Plan No. 1. Golf course - Club house and implement sheds. Small area adjoining Rhodes Steading and as part of the Rhodes Caravan Site. See Back Letter with reference to erection of sewage treatment plant, pumping house and laying of pipes to outlet at the Lethes.
- (3) Area B, Plan No. 1. The Lodge - 2 aviaries and 2 sheds (see Back Letter with reference to erection of Library etc.)
- (4) Area F, Plan No. 1 and Plan No. 2. East Links - Tennis courts and pavilion.
- (5) Area G, Plan No. 1 and Plan No. 3. Harbour area - Swimming Pool and associated erections.

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Beche.

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the Trust immediately they are aware of any of the foregoing developments and any change of ownership of the said subjects or any part thereof.

THIRD

The foregoing real conditions and exceptions shall be inserted or validly referred to in all future transmissions of the said subjects or parts thereof.

FOURTH

Nothing in this Agreement shall prevent or hinder the exercise and enjoyment by the Proprietors or their assigns of all rights or privileges belonging to them in or over or in respect of the said subjects except so far as necessary to give effect to the said real conditions and in particular nothing in this Agreement shall confer upon the public generally any right or interest in the said subjects.

FIFTH

If any dispute or difference shall arise between the Proprietors or their assigns and the Trust as to the construction of this Agreement or the effect of the said real conditions or any of them or as to the exercise by the Trust of any discretionary power vested in them the same shall be referred to a single arbiter to be appointed at the option of the Trust either by the Scottish Chairman for the time being of the Royal Institute of Chartered Surveyors or by the Sheriff of the Lothians and Peebles.

SIXTH

And the parties hereto consent to registration hereof for preservation as well as for publication: IN WITNESS WHEREOF these presents typewritten on this and the four preceding pages are, under the declaration that the word "described" is intended to read between the words "particular" and "in" both occurring in line tenth of page third hereof and that the word "to" is intended to read between the words "belonging" and "them" both occurring in line eighth of page fifth hereof, executed by the Royal Burgh of North Berwick, Kenneth Alexander James, Honorary Treasurer and Robert Scott Rotherham, Town Clerk of the said Royal Burgh on behalf of and as special agents authorised by the said Provost Magistrates and Councilors in meeting assembled at North Berwick on the sixteenth day of October Nineteen hundred and Seventy three; and they are sealed with the Common Seal of the said National Trust for Scotland and subscribed for and on their behalf by The Most Honourable The Marquess of Bute, their Chairman of Council and Executive Committee and by James Carlisle Stormonth Dartling, C.B.E., M.C., J.D., W.E., their Director all at Edinburgh on Seventh November in the year last mentioned before these witnesses Deborah Glenn, Secretary, One Alma Terrace, Rothsay, Isle of Bute, and Sheila Jean Campbell, Secretary at Five Charlotte Square, Edinburgh.

(Witness)
[Signature]

[Signature]
[Signature]

REGISTRAR on behalf of the within named the PROVOST, MAGISTRATES and COUNCILLORS of the ROYAL BURGH OF NORTH BERWICK for preservation as well as for publication in the REGISTER of the COUNTY of EAST LOTHIAN.

Agents

REGISTRAR on behalf of the within named THE NATIONAL TRUST FOR SCOTLAND FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY for preservation as well as for publication in the REGISTER of the COUNTY of EAST LOTHIAN

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W.S., Edinburgh Agents

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