

We M. & J. BALLANTYNE LIMITED incorporated under the Companies Act 1948 and having our Registered Office at Twenty Four Shedden Park Road Kelso in consideration of the price of ONE THOUSAND POUNDS STERLING paid to us by the Provost Magistrates and Councillors of the Burgh of Kelso of which sum we hereby acknowledge the receipt DO HEREBY sell and in feu farm dispone to and in favour of the said Provost Magistrates and Councillors of the Burgh of Kelso and their successors and assignees whomsoever (the said Provost Magistrates and Councillors of the Burgh of Kelso and their foresaids being hereinafter referred to as "the Feuars") heritably and irredeemably (IN THE FIRST PLACE) ALL and WHOLE that irregular shaped area of land lying in the Burgh and Parish of Kelso and County of Roxburgh extending to one hectare and six hundred and ninety thousandth parts of an hectare or thereby all as shown within the boundaries coloured red on the Plan Number One annexed and executed as relative hereto and (IN THE SECOND PLACE) ALL and WHOLE those four areas of land at the entrance to the new street known as Pinnaclehill Park lying in the said Burgh and Parish of Kelso and County of Roxburgh extending together to five hundred and ninety nine ten thousandth parts of an hectare or thereby all as shown respectively within the boundaries coloured red on the Plan Number Two annexed and executed as relative hereto which areas of land (IN THE FIRST PLACE) and (IN THE SECOND PLACE) hereby disposed form part of ALL and WHOLE the subjects lying in the said Parish of Kelso and County of Roxburgh and more particularly described in disposed by and outlined in red on the plan annexed and executed as relative to the Disposition by Bradley System Homes Limited in favour of Usher Homes Limited dated fifth and recorded in the Division of the General Register of Sasines applicable to the County of Roxburgh on thirteenth both days of January nineteen hundred and seventy but excluding the garden ground hatched green on said plan together with (ONE) the whole parts privileges and pertinents of the said areas of land (IN THE FIRST PLACE) and (IN THE SECOND PLACE) hereby disposed (TWO) our whole right title and interest present and future in and to the dominium utile of the said areas of land (IN THE FIRST PLACE) and (IN THE SECOND PLACE) hereby disposed BUT the said areas of land (IN THE FIRST PLACE) and (IN THE SECOND PLACE) hereby disposed are so disposed always with and under the reservations burdens conditions and others so far as valid subsisting and applicable specified and contained in the writs and title deeds of the said areas of land (IN THE FIRST PLACE) and (IN THE SECOND PLACE) hereby disposed or otherwise affecting the same and in particular as contained in Disposition by Pardovan Property Development Company Limited in favour of Bradley Swedish Homes Limited dated twenty eighth July and recorded in the said Division of the General Register of Sasines on thirty first October both in the year nineteen hundred and sixty six and subject also to all rights of way servitudes easements water rights access rights wayleaves and drainage and sewage rights at present existing whether formally constituted or not affecting the said areas of land (IN THE FIRST PLACE) and (IN THE SECOND PLACE) hereby disposed and the said area of land hereby disposed (IN THE FIRST PLACE) is so disposed also with and under the burdens conditions obligations provisions declarations and others following videlicet:- (FIRST) the Feuars are taken bound to erect and thereafter maintain at their sole expense in good repair in all time coming to our satisfaction a wooden or stob and wire stockproof fence along the boundary separating the said area of /

REGISTERS OF SCOTLAND.

GENERAL REGISTER OF SASINES

LB COUNTY OF ROXBURGH

Book 870 Folio 176

Presented and Recorded on 14th May 1975

by us which fence is to be erected following the line marked A - P on the said Plan Number One (SECOND) No buildings or other erections are to be built or erected on the said area of land (IN THE FIRST PLACE) hereby disposed in all time coming without the express written consent of us or our assignees or successors in the superiority (THIRD) the Feuars undertake to free and relieve us and our foresaids of any responsibility for the maintenance or preservation of the Bronze Age Mound situate on the said area of land (IN THE FIRST PLACE) hereby disposed which Mound is the subject of a Preservation Order as an Ancient Monument and (FOURTH) there is reserved to us and our successors a right of access in all time coming for pedestrian traffic only over the access pathway marked B C D E on the said Plan Number One the Feuars being responsible for the maintenance of the said access pathway in all time coming and (FIFTH) there is reserved to us and our foresaids and to the proprietor for the time of the dominium utile of any part of the said whole subjects of which the area of land (IN THE FIRST PLACE) hereby disposed forms part heritable and irredeemable servitude rights of wayleave for all drains water and other pipes cables and services passing through or over or under the said area of land (IN THE FIRST PLACE) hereby disposed with right of access thereto at all reasonable times for all necessary purposes of inspection repair and renewal thereof subject always to making good any damage caused thereby and the said areas of land hereby disposed (IN THE SECOND PLACE) are so disposed also with and under the burdens conditions obligations provisions declarations and others following videlicet (FIRST) the Feuars are taken bound to lay out the said areas of ground (IN THE SECOND PLACE) hereby disposed with grass to form grass verges (SECOND) the Feuars shall be bound to maintain and uphold in all time coming the boundary walls erected on the South East boundaries of the said areas of ground (IN THE SECOND PLACE) hereby disposed (THIRD) the Feuars shall be bound to maintain the hedges planted by us on the North West boundaries of the said areas of ground (IN THE SECOND PLACE) hereby disposed at the mutual expense of themselves and the proprietor for the time being of the dominium utile of the adjoining property and (FOURTH) there is reserved to us and our foresaids and to the proprietor for the time of the dominium utile of any part of the said whole subjects of which the said areas of land (IN THE SECOND PLACE) hereby disposed form part heritable and irredeemable servitude rights of wayleave for all drains water and other pipes cables and service passing through or over or under the said areas of ground (IN THE SECOND PLACE) hereby disposed with right of access thereto at all reasonable times for all necessary purposes of inspection repair and renewal thereof subject always to making good any damage caused thereby Declaring that if the Feuars shall fail to observe and implement or shall contravene any of the reservations declarations and conditions hereinbeforewritten then these presents and all writs which may have followed thereon shall ipso facto be null and void and the Feuars shall lose and forfeit all right /

hereby disposed which shall revert to us and our foresaids and we and our foresaids shall be at liberty at once to remove the Feuars therefrom but without prejudice to our legal rights and remedies for performance of the prestations incumbent before such forfeiture All which reservations burdens conditions and others are hereby declared to be real and preferable burdens upon and affecting the said areas of land (IN THE FIRST PLACE) and (IN THE SECOND PLACE) hereby disposed and are appointed to be inserted at length in the infestment to follow hereon and to be inserted or validly referred to in all future deeds transmissions decrees instruments and other writs of or relating to the said areas of land (IN THE FIRST PLACE) and (IN THE SECOND PLACE) hereby disposed otherwise the said deeds transmissions decrees instruments and other writs shall be null and void but subject to Section Nine of the Conveyancing (Scotland) Act 1924 With entry as at the twenty second day of November nineteen hundred and seventy four notwithstanding the date hereof To be holden the whole areas of land (IN THE FIRST PLACE) and (IN THE SECOND PLACE) hereby disposed of and under us and our foresaids as immediate lawful superiors thereof in feu farm fee and heritage for ever And we assign the writs but to the effect only of maintaining and defending the right of the Feuars in the said areas of land (IN THE FIRST PLACE) and (IN THE SECOND PLACE) hereby conveyed and for that purpose we oblige ourselves and our foresaids to make the same to the extent of a legal process furthcoming to them at their expense on all necessary occasions upon the usual receipt and obligation for re-delivery And we assign the rents And we bind and oblige ourselves to free and relieve the Feuars of all feuduties payable to our superiors now and in all time coming and of all public burdens exigible for the possession prior to the said date of entry And we grant warrandice And we certify that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Fifteen thousand pounds IN WITNESS WHEREOF these presents typewritten on this and the two preceding pages together with the said plans Numbers One and Two hereto annexed are sealed with our Common Seal and subscribed for us and on our behalf by Adam Kenneth Ballantyne and Mrs. Euphemia Drummond Ballantyne all at Kelso on the Thirteenth day of May Nineteen hundred and seventy five before these witnesses Agnes Douglas and Elizabeth Catherine Cook both Secretaries in the employment of James & David W.B. Tait Writers to the Signet Kelso.

Agnes Douglas (Witness)

A. K. Ballantyne (Director)

Elizabeth C. Cook (Witness)

E. & D. Ballantyne (Directors)

Register on behalf of the within named Provost Magistrates and Councillors of the Burgh of Kelso in the Register of the County of Roxburgh.

James & David W.B. Tait
W.S. Kelso
Agents

E. D. Ballantyne, (Director)

E. D. Ballantyne, (Director)

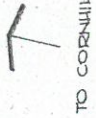
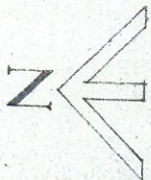
AREA Delineated in RED
= 1690 HECTARES OR THEREBY

RIVER TWEEDE

SPROUSTON ROAD

PINNACLEHILL PARK, HOUSING

TO TOWN CENTRE



EDGE OF RIVER

FENCE

FENCE

BURN

LODGE

P

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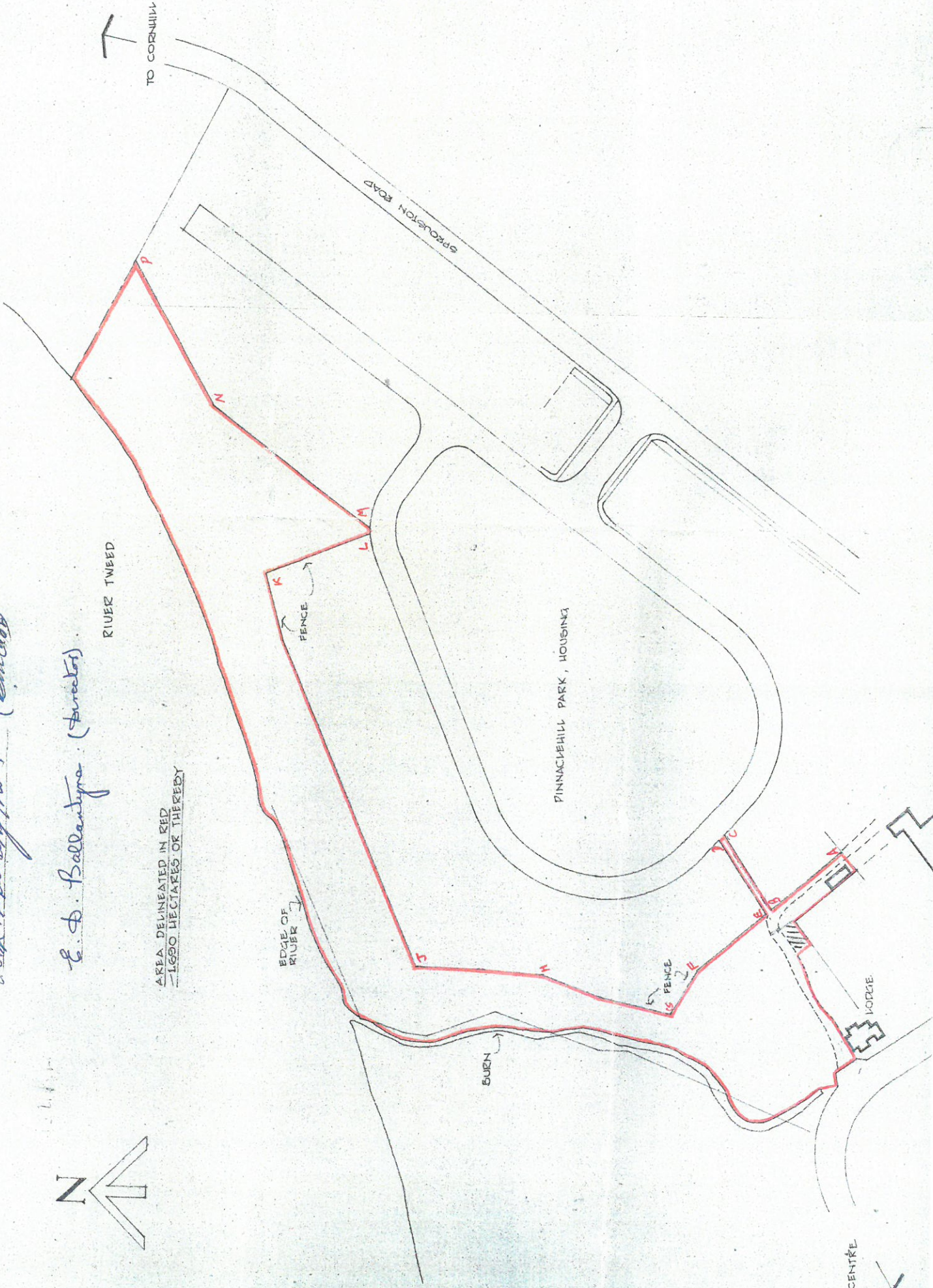
R

G

B

A

V



This is the Plan Number Two referred to in the foregoing Fee Disposition

E. B. Ballantyne (Director)

E. B. Ballantyne (Director)



RIUER TWIRED

TO CORNHILL

EDGE OF RIVER

FENCE

BURN

PINNACLEHILL PARK, HOUSING

SPRINGGTON ROAD

WALL

GRASS VERGE

GRASS VERGE

HEDGE

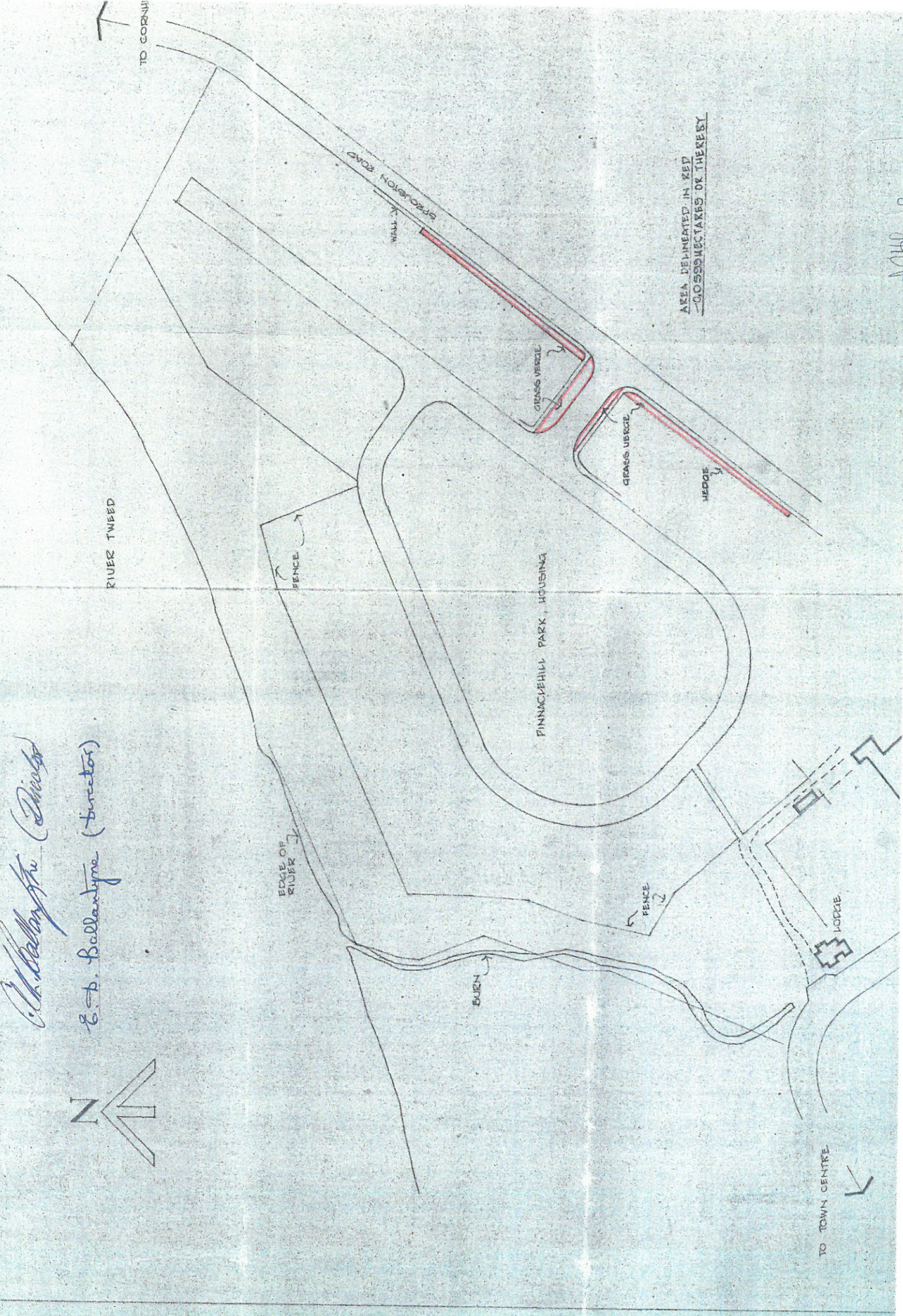
FENCE

HORSE

TO TOWN CENTRE

AREA DELINEATED IN RED
= 0.0599 HECTARES OR THEREBY

A.M.S. 1912



724

F.M. DISPOSITION:

by

M. & J. BALLANTYNE LTD

in favour of
The Provost, Magistrates,
and Councillors of the
Burgh of Kelso

1975

Subjects: Areas of land at
Pinnacle Hill, Kelso

James & David V.P. Tait, V.S., Kelso

3-14
14 FEB 1975
F.M. 965-00

l.s.
Kerr