File: GM/AG 12/10/7/2/34

COPY

DISPOSITION

by

DUNDEE CITY COUNCIL

in favour of

TRUSTEES OF DUNDEE SAILING CLUB

2007

Subjects: Ground at Grassy Beach, Broughty Ferry, Dundee

PATRICIA McILQUHAM
DEPUTE CHIEF EXECUTIVE (SUPPORT SERVICES)
DUNDEE CITY COUNCIL



This is the plan referred to in the foregoing Disposition by Dundee City Council in favour of The Trustees of Dundee Sailing Club.

AREA SHADED RED EXTENDS TO 0.187 HECTARES OR THEREBY
ACCESS OVER AREA COLOURED GREEN EXTENDS TO 0.322 HECTARES OR THEREBY

ADDRESS: GRASSY BEACH WATERSPORT CENTRE DUNDEE	REF: 04_502	REPRODUCED FROM ORDNANCE SURVEY MAPPING WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE CROWN COPYRIGHT. UNAUTHORISED REPRODUCTION INFRINGES CROWN COPYRIGHT AND MAY LEAD TO PROSECUTION OR CIVIL PROCEEDINGS. LICENCE NO LA 09026L DUNDEE CITY COUNCIL 2002
	DRAWN: LFC	
DRAWING: PLAN	SCALE: 1/800	Dundee City Council Economic Development 3 CITY SQUARE, DUNDEE DD1 3BA TEL +44 (0) 1382-434428 FAX +44 (0) 1382-434465
	DATE: MARCH 2006	

WE, DUNDEE CITY COUNCIL, constituted under the Local Government etc (Scotland) Act 1994, and having our Principal Offices at City Chambers, City Square, Dundee (hereinafter referred to as "the Disponers") heritable proprietors of the subjects hereinafter disponed IN CONSIDERATION of the price of TWENTY FIVE THOUSAND POUNDS (£25,000) STERLING (no Value Added Tax being payable thereon) paid to us by Dundee Sailing Club and Paul Deacon, residing at One hundred and Forty three Clepington Road, Dundee, DD3 7NS, Derek Thomson, residing at Six Beach Tower, Ralston Road, Broughty Ferry, Dundee, DD5 1NQ, Sven Van Sweeden, residing at Three hundred and Forty one Brook Street, Broughty Ferry, Dundee, DD5 2DS and Michael Kidd, residing at Sixteen Nevay Terrace, Dundee, DD2 2EE, the Commodore, Vice Commodore, Secretary and Treasurer respectively of Dundee Sailing Club and their successors in the said offices as Trustees ex officiis of which sum the Disponers hereby acknowledge the receipt DISPONE to and in favour of the said Dundee Sailing Club and the Commodore, Vice Commodore, Secretary and Treasurer respectively of Dundee Sailing Club and their successors in the said offices as Trustees ex officiis and their successors and assignees whomsoever (hereinafter referred to as "the Purchasers") heritably and irredeemably ALL and WHOLE that area or piece of ground lying to the north side of the River Tay at Grassy Beach, Broughty Ferry in the City of Dundee and County of Angus extending one hundred and eighty seven decimal or one thousandth parts of a hectare or thereby metric measure all as the same is shown coloured red on the plan annexed and executed as relative hereto, Which subjects form part and portion of (One) ALL and WHOLE those portions of land extending to Sixteen acres, Two roods and Thirty seven poles or thereby being part and portion of the lands of Claypotts in the Barony of Dudhope and County of Angus described in, in feu farm disponed by and delineated and coloured yellow on the plan annexed and subscribed as relative to Feu Charter by the Douglas Feuing Trustees in favour of the Provost, Magistrates and Councillors of the Burgh of Broughty Ferry dated Tenth and recorded in the Division of the General Register of Sasines for the County of Forfar (now Angus) on Thirtieth both days of April Nineteen hundred and Two, (Two) ALL and WHOLE that area or plot of ground situated at Grassy Beach aforesaid, extending to two hundred and ninety eight square metres and twenty one decimal or one hundredth parts of a square metre or thereby shown delineated and coloured red on the plan annexed and executed as relative to the Statutory Conveyance by The City of Dundee District Council in favour of Tayside Regional Council recorded in the General Register of Sasines for the County of Angus on Tenth September Nineteen hundred and Seventy nine, (Three) ALL and WHOLE that rectangular area or piece of ground extending to three hundred and seven square yards and seventy five decimal or one hundredth parts of a square yard and seventy five decimal or one hundredth parts of a square yard or thereby metric measure (Second) described in and delineated and shown coloured pink on the plan annexed and executed as relative to Statutory Conveyance by The Trustees of the Royal Tay Yacht Club in favour of the Corporation of the City of Dundee recorded in the said Division of the General Register of Sasines for the County of Angus, Fifth April Nineteen hundred and Seventy three; TOGETHER WITH the fittings and fixtures therein and thereon, the whole parts, privileges and pertinents effeiring thereto and the whole right, title and interest, present and future of the Disponers in the said subjects and others. Together also with the right to the servitudes benefiting the Disposition subjects as set out in Part 5 of the Schedule annexed and executed as relative hereto ("the Schedule") BUT THE SUBJECTS HEREBY DISPONED ARE

DISPONED ALWAYS WITH AND UNDER (One) in so far as still subsisting and applicable, the real burdens, conditions and others contained, specified or referred to in the writs referred to in Part 4 of the Schedule; (Two) the Economic Development burdens set out in Part 2 of the Schedule; (Three) the servitudes reserved in favour of the Retained Subjects as set out in Part 6 of the Schedule; For the avoidance of doubt the said Economic Development Burdens should remain enforceable as a matter of contract between us the granters thereof and the said Purchasers; And we declare that there shall be no application to the Lands Tribunal under Section 90(1)(a)(i) or 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the said Economic Development burdens created herein for a period of five years after the date of registration of this deed in the Land Register of Scotland WITH ENTRY as at the *Fifteenth day of March* Two Thousand and Seven; And we grant warrandice; Which subjects (First) herein described were part of the subjects last vested in the said Lord Provost, Magistrates and Councillors of Broughty Ferry as aforesaid and from whom we the Disponers acquired right by (One) Section Twenty two of the Dundee Boundaries Act 1913; (Two) Sections One and Fifteen of the Local Government (Scotland) Act 1947; (Three) The Dundee Corporation (Consolidated Powers) Order Confirmation Act 1957; (Three) The Local Government (Scotland) Act 1973 ("The 1973 Act"); (Four) The Local Government (Property etc) (Scotland) Order 1987 ("the 1975 Order"); (Five) The Local Government etc (Scotland) Act 1994 ("The 1994 Act"); (Six) Article Three of the Local Authorities (Property Transfer) (Scotland) Order 1995 ("the 1995 Order") and which subjects (Second) herein described have last vested in the said Tayside Regional Council as aforesaid and from which we the Disponers acquired right by the said the 1994 Act and the 1995 Order and which subjects (Third) herein described were last vested in the said The Corporation of the City of Dundee as aforesaid and from which we the Disponers acquired right by (One) The 1973 Act; (Two) The 1975 Order; (Three) The 1994 Act; and (Five) The 1995 Order: IN WITNESS WHEREOF these presents typewritten on this and the preceding page together with the Schedule and Plan annexed hereto are subscribed by our Authorised Signatory Roger William Hunter Mennie, Legal Manager at Dundee on Fourteenth March Two Thousand and Seven in the presence of Gillian Patricia Alison McKenzie Masson, Solicitor of Twenty One City Square, Dundee.

This is the Schedule referred to in the foregoing Disposition by Dundee City Council in favour of Trustees in relation to that area of ground extending to one hundred and eighty seven decimal or one thousandth parts of a hectare or thereby at Grassy Beach, Broughty Ferry, Dundee.

PART ONE

INTERPRETATION

In this Schedule

"The Disponed Property" means the subjects disponed in the Disposition.

"The Retained Property" means the subjects in the City of Dundee and County of Angus shown coloured green on the plan annexed and executed as relative hereto; which subjects form part and portion of ALL and WHOLE those portions of land extending to Sixteen acres, Two roods and Thirty seven poles or thereby being part and portion of the Lands of Claypotts in the Barony of Dudhope and County of Angus described in, in feu farm disponed by and delineated and coloured yellow on the plan annexed and subscribed as relative to the Feu Charter by the Douglas Feuing Trustees in favour of the Provost, Magistrates and Councillors by the Burgh of Broughty Ferry dated Tenth and recorded in the Division of the General Register of Sasines for the County of Forfar (now Angus) on Thirtieth both days of April Nineteen hundred and Two.

"The Disposition" means the foregoing Disposition by Dundee City Council in favour of Dundee Sailing Club and the Trustees ex officiis of Dundee Sailing Club Paul Deacon, residing at One hundred and forty three Clepington Road, Dundee DD3 7NS, Derek Thomson, residing at Six Beach Tower, Ralston Road, Broughty Ferry, Dundee, DD5 1NQ, Sven Van Sweeden, residing at Three hundred and Forty one Brook Street, Broughty Ferry, Dundee, DD5 2DS and Michael Kidd, residing at Sixteen Nevay Terrace, Dundee, DD2 2EE, the Commodore, Vice Commodore, Secretary and Treasurer respectively of Dundee Sailing Club and their successors in the said offices as Trustees ex officiis.

"The Disponers" means Dundee City Council constituted under the Local Government etc (Scotland) Act 1994 and having its Principal Offices at City Chambers, Dundee and its successors under statute.

"The Purchasers" means Paul Deacon, residing at One hundred and Forty three Clepington Road, Dundee, DD3 7NS, Derek Thomson, residing at Six Beach Tower, Ralston Road, Broughty Ferry, Dundee, DD5 1NQ, Sven Van Sweeden, residing at Three hundred and Forty one Brook Street, Broughty Ferry, Dundee, DD5 2DS and Michael Kidd, residing at Sixteen Nevay Terrace, Dundee, DD2 2EE, The Commodore, Vice Commodore, Secretary and Treasurer respectively of Dundee Sailing Club and their successors in the said offices as Trustees ex officiis.

"The Date of Entry" means the date of entry under the Disposition.

"The Plan" means the plan defined as "the Plan" in the Disposition.

PART 2

Economic Development Burdens affecting the Disponed Property

The following Economic Development burdens are imposed on the Disponed Property in favour of the Retained Property.

1. It shall not be in the power of the Purchasers of their assignees or successors in ownership of or having power of sale of the subjects hereby disponed or any part thereof to sell, alienate or dispose of the said subjects hereby disponed or any part thereof to any person (except under statutory authority or compulsion) until he or they have first offered the same in writing to the Disponers or the Disponer's statutory successors at such price and on such other conditions as any other person shall have offered for the same and the Seller or the Seller's foresaids shall be bound to intimate in writing acceptance or refusal of the offer within twenty one days after the offer shall have been received.

2. The Purchasers or their assignees or successors in ownership of the Disponed Property shall use the Disponed Property as a Water Sports Centre for the purposes of providing all necessary facilities and accommodation for or ancillary to sailing, rowing and other waterborne pursuits of any kind whatsoever including the erection of any necessary and suitable buildings.

3. The Purchasers and their foresaids shall not dispose of the Disponed Property for commercial or non-water sports development to a Third Party for a period of twenty years from the Date of Entry hereof without the formal written consent of the Disponers or their statutory successors.

4. The Purchasers or their assignees or successors in ownership of the Disponed Property shall keep the Disponed Property so far as unbuilt upon in a neat and tidy condition at their expense, in all time coming to the reasonable satisfaction of the Disponers.

5. The Purchasers and their foresaids will be responsible for making good any damage caused to the Retained Property while exercising the servitude right specified in paragraph 2 of Part 5 of these presents.

PART 3

Real Burdens affecting the Retained Property in favour of the Disponed Property

1. The Retained Property shall not be used in any way prejudicial to the use of the Disponed Property as specified in Condition 2 of PART 2 of these presents.

2. The Disponers in exercising any of the said rights shall be responsible (but only in so far as applicable to their own actings) for any loss, injury or damage thereby occasioned to the Purchasers' property, unless such loss, injury or damage arose as a result of negligence on the part of the Purchasers or their tenants, servants or agents.

3. The Disponers will be responsible for making good any damages caused to the Disponed Property while exercising the servitude right specified in Paragraph 1 of PART 6 of these presents.

PART 4

Writs containing Real Burdens affecting the Disponed Property

1. Feu Charter by The Douglas Feuing Trustees in favour of the Lord Provost, Magistrates and Councillors of the Burgh of Broughty Ferry recorded in the Division of the General Register of Sasines for the County of Forfar (now Angus) on Thirtieth day of April Nineteen hundred and Two.

2. Minute of Waiver by Earl of Home in favour of Lord Provost etc of Dundee recorded in the Division of the General Register of Sasines for the County of Forfar (now Angus) on the Twenty third February Nineteen hundred and Thirty seven.

3. Feu Charter by The Douglas Feuing Trustees in favour of The Caledonian Railway Company and National British Railway Company as joint owners of Dundee and Arbroath Railway recorded in the Division of the General Register of Sasines for the County of Forfar (now Angus) on Twenty third April Nineteen hundred and Two.

4. Minute of Waiver by Douglas and Angus Estates recorded in the General Register of Sasines for the County of Angus on the Tenth September Nineteen hundred and Sixty four.

5. Disposition by British Railways Board in favour of The Trustees for Royal Tay Yacht Club recorded in the General Register of Sasines for the County of Angus on the Second June Nineteen hundred and Sixty seven.

PART 5

Servitudes over the Retained Property benefiting the Disponed Property

1. Free ish and access to the subjects at all times by means of the existing roads and paths leading thereto (including access to the Railway Level Crossing at Ogilvie Road) and over the area coloured green only on the plan annexed hereto.

2. ALL and WHOLE a heritable and irredeemable servitude right of wayleave for all (if any) water pipes and mains, drain pipes, gutters, foul and surface water, sewers, gas pipes, electricity cables and transformers, telephone cables and wires, television and wireless relay cables existing and to be rescinded and all (if any) other services in, on, under, through or over the Retained Property with a servitude right of access at all reasonable times for the purpose of inspecting, cleaning, repairing, renewing and altering the levels of same.

PART 6

Servitudes over the Disponed Property benefiting the Retained Property

1. There shall be reserved to the Disponer and any party deriving from the Disponer and the statutory successors and to any local or public authority or statutory undertaker concerned, for their respective interests, a heritable and irredeemable servitude right of wayleave for all (if any) water pipes and mains, drain pipes, gutters, foul and surface water, sewers, gas pipes, electricity cables and transformers, telephone cables and wires, television and wireless relay cables and wires existing or to be provided, and all (if any) other services in, on, under, through or over the Disponed Property together with a servitude right of access at all reasonable times for the purpose of inspecting, cleaning, repairing, altering, renewing or altering the levels of the same, and there shall also be reserved to the said parties a right of wayleave in, on, under, through or over the Disponed Property for such pipes, cables, wires and other services as the Disponer may hereafter consider necessary for the proper servicing of any land or buildings within the City of Dundee and that by such route or routes and in such manner as the Disponer in absolute discretion see fit, with power to use and our officers, servants and others duly authorised by us to enter at all reasonable times upon the Disponed Property or any of the buildings erected or to be erected thereon for the purpose of laying, inspecting, cleaning, repairing, altering, renewing or altering the levels of the same.