



Title Information: ANG68462

Search summary

Date/Time of search	20-09-2024 14:03:45
Transaction number	SCO-19232740
User Reference	

Section A

ANG68462

Property

Date of first registration	01-02-2016
Date title sheet updated to	18-04-2018
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	
Title Number	ANG68462
Cadastral Unit	ANG68462
Sasine Search	<u>24906/ 24907/ 26897 etc.</u>
Property address	10 KEMBACK STREET, DUNDEE DD4 6ET
Description	Subjects cadastral unit ANG68462 10 KEMBACK STREET, DUNDEE DD4 6ET edged red on the cadastral map.

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Section B

ANG68462

Proprietorship

BOOMERANG COMMUNITY CENTRE [SCIO] a Scottish Charitable Incorporated Organisation (Charity Number SC047467) having its Principal Office at 10 Kemback Street, Dundee, DD4 6ET.

Entry number	1
Date of registration	18-04-2018
Date of Entry	06-04-2018
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: 3

Burden 1

Feu Contract containing Feu Disposition by James Guthrie to Frank Richmond and his heirs and assignees, recorded P.R.S. (Forfarshire) 4 Jan. 1866, of 50.5 poles of ground, on the north side on Guthrie Street, Dundee, contains the following burdens:

It is hereby provided and declared that the said Frank Richmond and his foresaids shall be bound to build within two years from the term of Entry (being Martinmas 1865) a good and substantial stone or brick and slated house or houses or other erections upon the said piece of ground hereby disposed. And it is also provided and declared that the said Frank Richmond and his foresaids shall have power so far as not already done to build a stone and lime wall to be a mutual fence between the piece of ground above disposed and the adjoining unfeued ground on the East placing the width of the wall one half on each piece of ground. And in case the said wall shall not be erected when the said adjoining piece of ground comes to be feued the feuar of said lot shall have the corresponding right and privilege to the extent foresaid on the ground hereby feued and the wall so to be built shall be mutual property and the feuar building it shall have right to be relieved by the adjoining feuars of the one half of the cost thereof as the amount shall be ascertained by persons mutually chosen by the conterminous feuars but the said James Guthrie and his foresaids shall not be liable for any part of such cost and in the event of the said Frank Richmond not erecting such wall he shall be bound to erect and maintain a fence or paling of a substantial nature along the boundaries of the piece of ground hereby disposed so far as the same adjoins said unfeued ground.

Note: Guthrie Street is now known as Raglan Street.

Burden 2

Feu Contract containing Feu Disposition by James Alexander Guthrie to Trustees for firm of D McBeth and Son (the feuars) and their assignees, recorded P.R.S. (Forfarshire) 16 Jul. 1867, of 29 poles 12 yards of ground, on the north side of Guthrie Street, Dundee, contains the following burdens:

It is hereby further provided and declared that the said feuars and their foresaids shall be bound to build within two years from the term of entry (being Whitsunday 1867) a good and substantial stone or brick and slated house or houses or other erections upon the piece of ground hereby disposed. And it is also provided and declared that the said feuars and their foresaids shall have power to build a stone and lime wall to be a mutual fence between the piece of ground hereby disposed and the adjoining unfeued ground on the east placing the

width of the wall one half on each piece of ground and in case the said wall shall not be erected when the said ground on the east comes to be feued the feuar of this ground shall have the right and privilege of building to the extent foresaid on the ground hereby feued and the wall so to be built shall be mutual property and the feuar building it shall have right to be relieved by the adjoining feuar of one half of the cost thereof as the amount shall be ascertained by persons mutually chosen by the conterminous feuars but the Superiors shall not be liable for the cost of any part of this or any other mutual wall and in the event of the feuars under these presents not erecting said wall on the east they shall be bound to erect and maintain a fence or paling of a substantial nature along the eastern boundary of the ground hereby disposed. And further the said feuars shall be bound to pay to the party entitled thereto one half of the expense of the mutual wall erected or to be erected between the piece of ground hereby feued and the lot on the west thereof and if not erected the said feuars shall be entitled to erect the necessary stone and lime wall placing one half thereof on his own and the other half thereof on said adjoining lot on the west and to claim from the adjoining feuar one half of the expense thereof as the same shall be ascertained by persons mutually chosen and the said feuars under these presents shall implement all obligations incumbent upon the feuar of the piece of ground hereby disposed under the Feu Contract of William Connel the feuars of the adjoining ground on the north with respect to mutual gables and satisfy any claims thereanent competent to the said William Connel or his successors the said feuars on the other hand being entitled to any privileges reserved by said Contract to the feuar of the ground above disposed which Contract contains the following clause viz: Declaring always as it is hereby specially provided and declared that the said William Connel and his foresaids in case they shall build houses on the lots of ground above disposed with the gables on the line of march with any of the adjoining lots now belonging to the said James Guthrie and which shall be still unfeued when the said gables come to be built shall be entitled to build the same as mutual gables with one half of the width on the ground above disposed and one half on the adjoining ground and the said William Connel and his foresaids shall be entitled to sink such mutual gables to the depth of seven feet for cellars underneath their buildings and the feuars of the adjoining ground in case they shall first begin to build shall have the like powers and privileges as respects the ground hereby disposed provided always that the said William Connel and his foresaids or other feuars so building shall make the said gable of a suitable width corresponding to the style of buildings they may erect and shall have proper vents and spaces for fire places in the said gables for the convenience of the adjoining feuars when they come to build and the said William Connel and his foresaids or other feuars building such mutual gables shall be entitled to receive the one half of the value of the gables respectively from the adjoining feuars when they shall respectively avail themselves of the said gables for erections on their ground as the said value shall be ascertained in case of dispute by Arbiters mutually chosen or if they disagree by an Oversman to be named by the Arbitrer and in case any such mutual gable shall be built as for a house of two storeys only the feuar taking advantage of the gable shall be entitled to raise the height thereof to suit a three storey house should that be desired but the feuar who first built shall not be bound for any part of the cost of such additional height unless he take advantage of such additional height by raising his own buildings; declaring the Superior shall have no concern with any settlement or arrangement necessary between the said William Connel or his successors and the said feuars under these presents under this clause.

Note: Guthrie Street is now known as Raglan Street.

Burden 3

Disposition by Dundee City Council to Boomerang Community Centre, registered 01 Feb. 2016, of 10 Kemback Street, Dundee being the subjects in this Title, contains the following:

The following Economic Development Burden is imposed on the subjects hereby disposed in favour of the said Dundee City Council:-

The subjects hereby disposed shall be used in all time coming as a community centre to promote the principles of

- (a) personal development and/or,
- (b) healthy lifestyles and/or,
- (c) wellbeing and/or,
- (d) community engagement and empowerment and/or,
- (e) social inclusion

and for no other purpose.

In addition the subjects shall be used for a charitable purpose and not operated on the basis of commercial profit.

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