



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

2623
21/3/2007

TITLE NUMBER

LAN193658



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

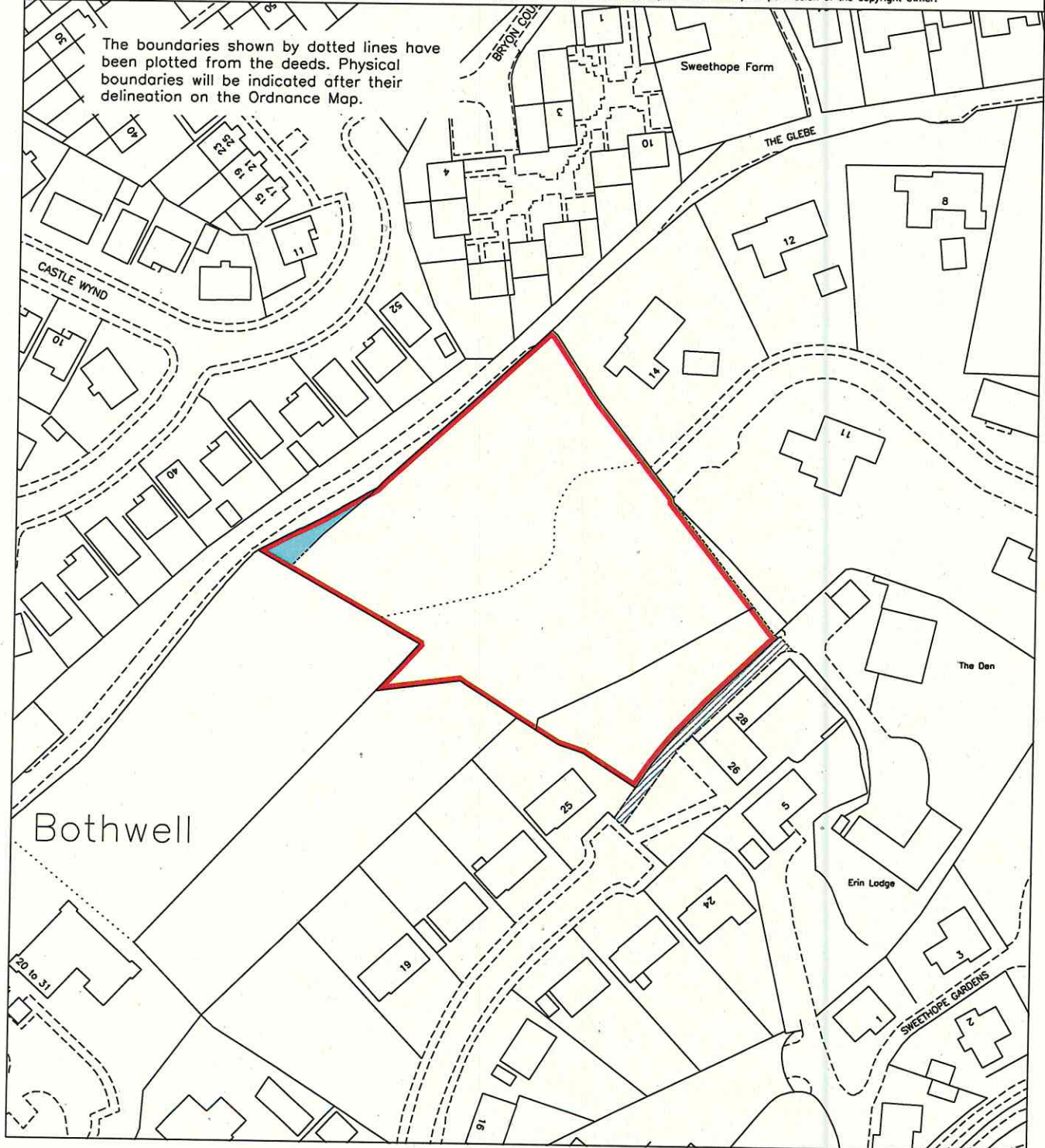
NS7058NE

Survey Scale

1/1250

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The boundaries shown by dotted lines have been plotted from the deeds. Physical boundaries will be indicated after their delineation on the Ordnance Map.





Title Information: LAN193658

Search summary

Date/Time of search 27-05-2022 10:37:30

Transaction number SCO-11300266

User Reference

Section A**LAN193658**

Property

Date of first registration	02-03-2007
Date title sheet updated to	15-10-2018
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NS7058NE
Title Number	LAN193658
Cadastral Unit	LAN193658
Sasine Search	<u>14185</u>
Property address	BOTHWELL, GLASGOW
Description	area of ground at BOTHWELL, GLASGOW 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 Feu Disposition in Entry 1 of the Burdens Section.

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Section B**LAN193658**

Proprietorship

MANSION KINGDOM HOMES LIMITED incorporated under the Companies Acts (Registered Number SC603794) and having its Registered Office at Titanium, 1 Kings Inch Place, Renfrew, PA4 8WF.

Entry number	1
Date of registration	15-10-2018
Date of Entry	03-10-2018
Consideration	£400,000 in respect of the subjects in this Title and other subjects

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Section C**LAN193658**

Securities

Entry number	1
Specification	Standard Security by said MANSION KINGDOM HOMES LIMITED to SM HOLDCO LTD, a company incorporated under the Companies Acts with registered number SC561820 and having its registered office at Titanium, 1 Kings Inch Place, Renfrew, Glasgow, PA4 8WF.
Date of registration	15-10-2018

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Section D

LAN193658

Burdens

Number of Burdens: 3

Burden 1 Preamble

Feu Disposition by Commissioner for Hamilton Trustees to Thomas Johnstone and his heirs and assignees, recorded G.R.S. (Lanark) 24 Mar. 1941 of 3 areas of ground disposed in the First to Third places, of which that part of the subjects in this Title tinted blue on the Title Plan forms part of the area in the Second Place, contains the following burdens:

Burden 2 Preamble

Tree Preservation Order No.5 by Hamilton District Council under Town and Country Planning (Scotland) Acts 1972 and 1974, recorded G.R.S. (Lanark) 2 Feb. 1981, contains conditions affecting trees and groups of trees (including prohibitions against the cutting down, topping, lopping, wilful destruction &c. thereof) situated on subjects of which the subjects in this Title forms part.

Burden 3 Preamble

Disposition by Dunfermline Building Society, with consent of Elizabeth Stewart Hamilton or Wilson to Paul McLaughlin and his assignees, registered 17 May 1984, of Fairyknowe, Fairyknowe Gardens, Bothwell, contains the following reservation which affects the subjects in this Title:

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Full Burdens

Burden 1

Feu Disposition by Commissioner for Hamilton Trustees to Thomas Johnstone and his heirs and assignees, recorded G.R.S. (Lanark) 24 Mar. 1941 of 3 areas of ground disposed in the First to Third places, of which that part of the subjects in this Title tinted blue on the Title Plan forms part of the area in the Second Place, contains the following burdens:

But excepting and reserving always to the said Hamilton Trustees all coal and mines of coal in the sense of the Coal Act, 1938, in and under the ground hereby described in the first and third places together with such property and rights annexed thereto in terms of the said Act as from the First day of January Nineteen hundred and thirty nine and such rights to withdraw support as are provided by the said Coal Act 1938, and the Schedules thereto; and also all ironstone, fireclay, marl, shale, and limestone and all mines metals, minerals, and stone of every description (the said coal and mines of coal and ironstone and others being all hereinafter referred to as the "reserved minerals") in or under the ground hereby feued with power to the said Hamilton Trustees and their successors and their tacksmen or others deriving right from them to win, work and carry away the reserved minerals (excepting building stone) and to do everything necessary for winning, working and carrying away the same in under and around the ground hereby feued (including power to lower the surface of the said ground) but the said Hamilton Trustees and their foresaids shall not be entitled to enter upon nor to sink pits on the ground hereby feued; and (subject however as hereafter specially provided with reference to the said coal and mines of coal) in the event of any damage (whether by subsidence or otherwise) being caused to the ground hereby feued or to the buildings erected or to be erected thereon or to the water with which the same may be supplied or to the drainage thereof in any manner of way by or through part or future operations in winning working and carrying away of the reserved minerals under or around the ground hereby feued no claim for damage or recompense shall on such account be or be competent to the said disponees against the said Hamilton Trustees or their foresaids; declaring with reference to the foregoing exception and reservation of coal and mines of coal in the sense of the Coal Act, 1938, that at the First day of January, nineteen hundred and thirty nine, the dominium utile in the said coal and mines of coal and the dominium utile in the land supported thereby were vested in the same persons, videlicet: the said Hamilton Trustees, and that the said coal and mines of coal were let. And declaring further that the duration of the right to withdraw support which is annexed to the said coal and mines of coal and which will rest in the Coal Commission on the First day of July, nineteen hundred and forty two, shall extend to the whole of the period during which any coal let by the Lease subsisting at the said First day of January nineteen hundred and thirty nine remains ungotten; And also excepting and reserving the minerals in and under the ground hereby described in the second place and further excepting and reserving all existing sewers, and gas and water pipes, and mains, if any, which may be in the ground hereby feued and declaring that the said ground is conveyed in feu under burden of the right to maintain and when necessary to renew the same; And further declaring (First) In respect that there are buildings on the ground hereby feued the said Disponees shall not be bound to erect other buildings but they shall be bound to have and in all time coming keep and maintain on the ground hereby feued buildings which shall be used only as private dwellinghouses which buildings shall be of the value of Six hundred and fifty pounds sterling at least, and the same shall be built of stone and lime or other material approved by the Superiors and properly slated, and shall follow the building lines which shall be painted and by the Superiors, and the said offices or outhouses (if any) may be built of stone or brick and lime or other materials approved by the Superiors but if brick is used the offices or outhouses shall not exceed one storey in height, and the walls shall be coated or rough cast with cement, and the ground plans and elevations of the said buildings with a description of the stone and material proposed to be used and style of dressing the same shall be submitted to and approved of in writing by the Superiors before any building operations are commenced and in the event of the said Disponees desiring alterations of any kind to be made on the exterior elevations of the said

buildings after the same shall have been erected, the plans showing the proposed alterations shall in like manner be submitted to and approved of in writing by the Superior before building operations, in terms of the said plans as altered, are commenced, and the said disponees shall not be entitled to erect or have upon the ground hereby feued any buildings other than the buildings before specified and the enclosing walls or fences hereinafter provided for, and all ground not occupied by buildings and walls shall be laid out as shrubbery, garden, grass or walls and kept constantly in good order: (Second) the said disponees shall so far as not already done enclose the said ground hereby feued with substantial fences to be approved of by the Superiors, and the said Disponees shall be bound to maintain and uphold the said enclosing fences at their own expense or mutually with adjoining feuars in the case of mutual fences, and no buildings shall be erected on said boundary fences or alterations made thereon without the consent in writing of the Superiors and of the adjoining feuars; And declaring that the said disponees in erecting the said enclosing fences, so far as the same are to be mutual between them and the adjoining feuars, shall be entitled to take one-half of the thickness of such fences, but not exceeding seven inches from the adjoining ground, and the said Disponees shall be entitled to claim one half of the value of the said fences to the height of Seven feet above the surface of the ground, from the feuars of the adjoining ground after the same has been feued, as such value shall be mutually arranged by the parties, and in the event of any difference between the parties such value shall be ascertained by a measurement and valuation by the Superiors factor or architect for the time whose decision shall be final and binding upon the parties, and in the event of the feuars of the adjoining ground having erected any enclosing fences, in erecting which they shall be entitled to take for the same from the ground hereby feued one-half but not exceeding seven inches of the thickness of said walls or fences, the said Disponees shall be bound to repay to such feuars one-half of the value of the said enclosing fences so erected by them which value shall be ascertained as before specified and after payment of one-half of the value of the said enclosing fences as aforesaid, the same shall be the joint property of the said Disponees and the feuars of the adjoining ground, and shall be maintained by them respectively at their joint expense; Declaring always that any addition to the height of the said mutual fences shall be made entirely at the expense of the party desiring the same, but the adjoining feuars shall not be entitled to use such additions until they shall repay their share of the cost thereof; And also declaring that the said Disponees shall have no claim against the Superiors for any part of the expense of erecting or maintaining the said mutual fences or any of them or any additions thereto; (Third) the said Disponees shall be bound to drain and sewer the ground hereby feued to the satisfaction of the Superiors; (Fourth) There is hereby reserved in favour of Frank McArthur and his successors as owners of the adjoining property known as Sweethope House a right of access over the existing avenue to Sweethope House so far as included in the ground hereby feued subject to payment of a proportion of cost of upkeep according to traffic; (Fifth) the said Disponees shall insure the said buildings against loss by fire in an insurance office of good standing to be approved of by the Superiors to the extent of not less than three fourths of the value thereof as above stipulated and shall keep up the said insurance and when required exhibit the receipts for the premiums to the Superiors and in the event of the said buildings or any part thereof being burned or taken down the said Disponees shall be bound within twelve months thereafter to rebuild the same according to a plan to be approved of in writing by the Superiors before building operations are commenced; (Sixth) without prejudice to the other conditions and provisions herein contained it is hereby declared that it shall not be lawful to nor in the power of the said Disponees or their tenants or others deriving right from them to do or permit to be done without the consent in writing of the Superiors any of the following acts, matters, and things, all of which are hereby prohibited videlicet (primo) to erect or form or use upon any part of the ground hereby feued

any stable cowhouse or pighouse any steam engine manufactory, brewery or distillery, or any workshops or yards for masons, wrights, smiths, coopers, weavers, or candlemakers, or any crackling houses or slaughter houses, racecourse for dogs, horses or other animals or any other nuisance; (secundo) to carry on upon the ground hereby feued or in any buildings thereon, any chemical operations, noxious or noisy manufactures, or anything which may be a nuisance of offensive or cause annoyance or occasion disturbance to any of the neighbouring proprietors or feuars, (tertio) to use any building to be erected on the said ground as a shop or warehouse for the sale of goods or as an hotel or public house or shop or other place for the sale of excisable liquors or as a club in which the use or consumption of the sale of such liquors shall be permitted; (quarto) to carry on upon the ground hereby feued, or in the building to be erected thereon, any operations such as are appropriate to any of the buildings, works, trades, and others in these presents prohibited; Declaring with reference to the foregoing prohibitions that the Superiors shall be the sole judges of what may be considered any annoyance or nuisance so far as they may consider their interests or the interest of their vassals or tenants affected thereby, and the Superiors decision shall be final and they shall have power to order the removal of any annoyance or nuisance at the expense of the said disponees; (Seventh) it shall not be lawful to nor in the power of the said disponees to sub divide the ground hereby feued or to sell or dispose of any part thereof (Eighth) the Superiors shall not be liable for the execution to any extent of any general feuing plan of the lands of which the ground hereby feued or any portion thereof forms a part, nor for any articles and conditions of feu which may have been or may be submitted to feuars or inserted in their titles, all of which the Superiors reserve power to omit, alter, or vary notwithstanding that they may have previously granted feu rights subject to them or any of them, and to lay out the unfeued ground in the neighbourhood of the present feu with streets or roads not yet formed or otherwise in any way which they may think proper; (Ninth) the Superiors may give any consent approval or direction referred to in these presents through their duly authorised factor or architect for the time.

Burden 2

Tree Preservation Order No.5 by Hamilton District Council under Town and Country Planning (Scotland) Acts 1972 and 1974, recorded G.R.S. (Lanark) 2 Feb. 1981, contains conditions affecting trees and groups of trees (including prohibitions against the cutting down, topping, lopping, wilful destruction &c. thereof) situated on subjects of which the subjects in this Title forms part.

Tree Preservation Order No.5 by Hamilton District Council under Town and Country Planning (Scotland) Acts 1972 and 1974, recorded G.R.S. (Lanark) 2 Feb. 1981, contains conditions affecting trees and groups of trees (including prohibitions against the cutting down, topping, lopping, wilful destruction &c. thereof) situated on subjects of which the subjects in this Title forms part.

Burden 3

Disposition by Dunfermline Building Society, with consent of Elizabeth Stewart Hamilton or Wilson to Paul McLaughlin and his assignees, registered 17 May 1984, of Fairyknowe, Fairyknowe Gardens, Bothwell, contains the following reservation which affects the subjects in this Title:

27/05/2022, 09:37

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There is reserved to the proprietors of the adjoining subjects lying to the north east of the said subjects hereby disposed and to Elizabeth Stewart Hamilton or Wilson and her successors as proprietors of the adjoining subjects lying to the north west of the said subjects hereby disposed a servitude right of access for pedestrian and vehicular traffic from Fairyknowe Gardens, Bothwell, across the area of ground shown hatched in blue on the Title Plan; Which access road shall be maintained by the proprietors of the said neighbouring subjects at their sole expense in all time coming.
