



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

6606
28/6/2016

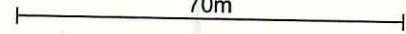
TITLE NUMBER

LAN73101



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

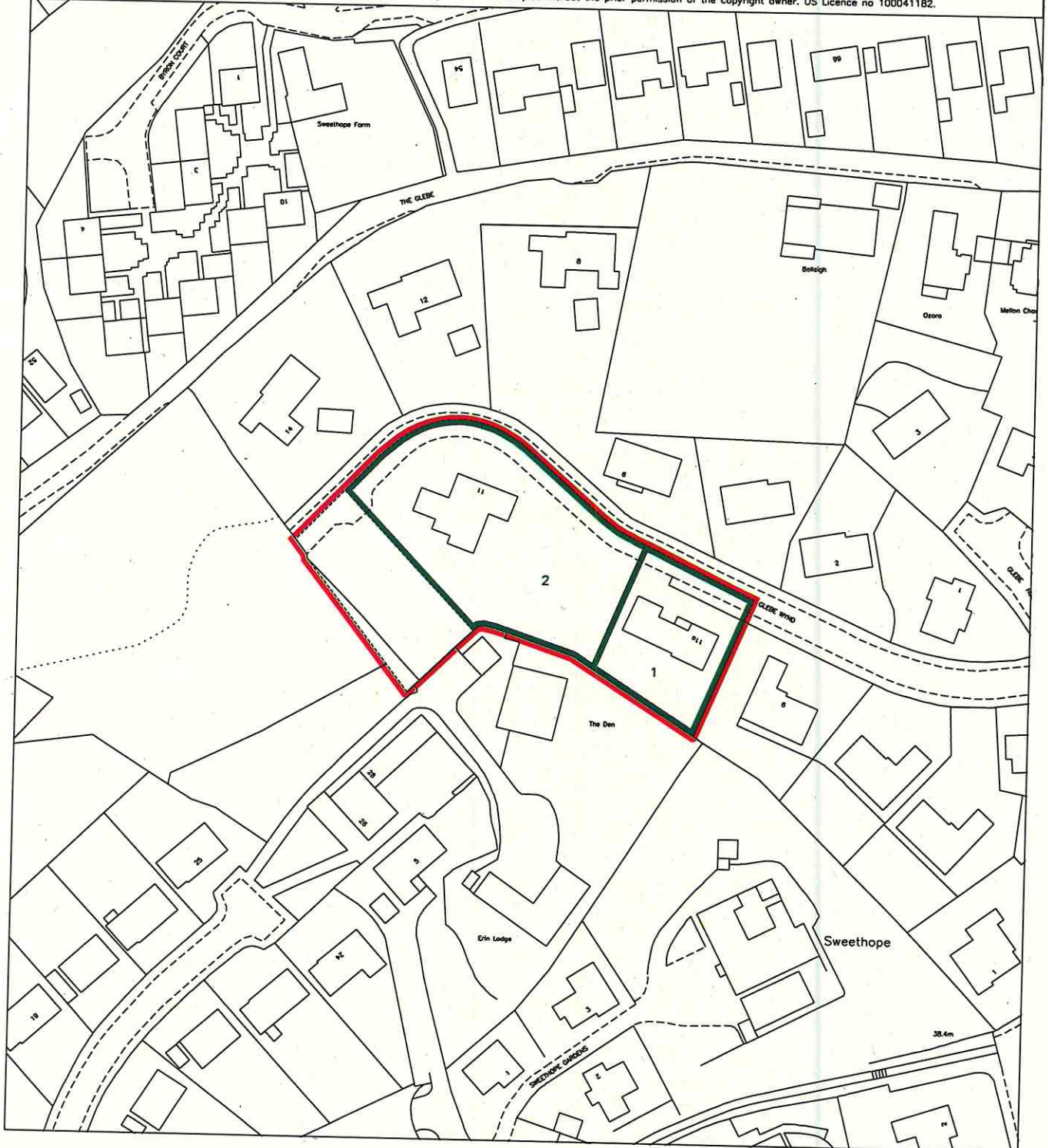


NS7058NE NS7059SE

Survey Scale

1/1250

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Title Information: LAN73101

Search summary

Date/Time of search	27-05-2022 10:27:14
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Transaction number	SCO-11300040
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User Reference	
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Section A**LAN73101**

Property

Date of first registration	07-01-1991
Date title sheet updated to	15-10-2018
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NS7058
Title Number	LAN73101
Cadastral Unit	LAN73101
Sasine Search	
Property address	11 GLEBE WYND, BOTHWELL, GLASGOW G71 8QT
Description	Subjects cadastral unit LAN73101 11 GLEBE WYND, BOTHWELL, GLASGOW G71 8QT edged red on the cadastral map.
Notes	<ol style="list-style-type: none">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.2. The parts edged and numbered in green on the cadastral map have been removed from this cadastral unit.

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Section B**LAN73101**

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**LAN73101**

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

LAN73101

Burdens

Number of Burdens: 5

Burden 1 Preamble

Feu Disposition by Commissioner for Trustees of William Alexander Louis Stephen, Duke of Hamilton, Brandon & Chatelherault ("the Hamilton Trustees) (who, and whose successors are referred to as "the Superiors") to Thomas Johnstone and his heirs and successors (referred to as "the said Disponees") recorded G.R.S. (Lanark) 24 Mar. 1941, of inter alia 8.8 acres of ground, of which the subjects in this Title form part, contains the following burdens:

Burden 2 Preamble

Disposition by Angus McMillan to Archibald Yuill and his assignees, recorded G.R.S. (Lanark) 24 May 1974, of 4 3/4 acres of ground, being 8.8 acres of ground, under exception of parts sold (the subjects in this title forming part of said 4 3/4 acres), contains the following burdens:

Burden 3 Preamble

Tree Preservation Order No.48 by Lanark County Council under Town and Country Planning (Scotland) Act 1972, recorded G.R.S. (Lanark) 18 Nov. 1975, contains conditions affecting trees (including prohibitions against the cutting down, topping, lopping, wilful destruction & thereof) situated on subjects of which the subjects in this Title form part.

Burden 4 Preamble

Tree Preservation Order No.5 by Hamilton District Council under Town and Country Planning (Scotland) Act 1972, 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 form part.

Burden 5 Preamble

Feu Disposition by L.A.W. Estates Limited to Ian Liddell and Margaret McKenzie Liddell and their assignees ("the Feuar"), registered 7 Jan. 1991, of subjects at Glebe Wynd, Bothwell, being the subjects edged red on the cadastral map, contains the following burdens:

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Full Burdens

Burden 1

Feu Disposition by Commissioner for Trustees of William Alexander Louis Stephen, Duke of Hamilton, Brandon & Chatelherault ("the Hamilton Trustees) (who, and whose successors are referred to as "the Superiors") to Thomas Johnstone and his heirs and successors (referred to as "the said Disponees") recorded G.R.S. (Lanark) 24 Mar. 1941, of inter alia 8.8 acres of ground, of which the subjects in this Title form part, contains the following burdens:

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, 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 or in any manner of way by or through past 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 vest 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 further excepting and reserving all existing sewers, and gas and water pipes, and mains, if any, which may be in the said 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 building 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 materials approved by the Superiors and properly slated, and shall follow the building lines which shall be pointed out 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 materials 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 Superiors 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 walks 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) 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; (Fifth) 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 or 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 excised liquors or as a club in which the use or consumption or the sale of such liquors shall be permitted; (quarto) to carry on upon the ground hereby feued, or in the buildings to be erected thereon, any operation 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 judge of what may be considered any annoyance or nuisance so far as they may consider their interests or the interests 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; (Sixth) 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 amit, 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 and (Seventh) 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

Disposition by Angus McMillan to Archibald Yuill and his assignees, recorded G.R.S. (Lanark) 24 May 1974, of 4 3/4 acres of ground, being 8.8 acres of ground, under exception of parts sold (the subjects in this title forming part of said 4 3/4 acres), contains the following burdens:

(First) my said disponee and his foresaids will be bound to enclose the plot of ground hereby disposed with boundary walls or fences and to maintain and uphold jointly with the adjoining proprietors all boundary walls or fences which are mutual to the subjects hereby disposed and adjoining subjects: and (Second) under burden of a heritable and irredeemable servitude right of drainage in, through and under the subjects hereby disposed in favour of the proprietors of the said excepted subjects; Declaring that in forming the drainage system for the dwellinghouses to be erected on the subjects hereby disposed my said disponee and his foresaids shall be bound to connect same to the existing main drain situated within the said excepted subjects such connection to be made at the nearest point adjacent to the subjects

hereby disposed and shall maintain and when necessary renew the said drain in all time coming from the point at which the connection is made.

Burden 3

Tree Preservation Order No.48 by Lanark County Council under Town and Country Planning (Scotland) Act 1972, recorded G.R.S. (Lanark) 18 Nov. 1975, contains conditions affecting trees (including prohibitions against the cutting down, topping, lopping, wilful destruction &c thereof) situated on subjects of which the subjects in this Title form part.

Tree Preservation Order No.48 by Lanark County Council under Town and Country Planning (Scotland) Act 1972, recorded G.R.S. (Lanark) 18 Nov. 1975, contains conditions affecting trees (including prohibitions against the cutting down, topping, lopping, wilful destruction &c thereof) situated on subjects of which the subjects in this Title form part.

Burden 4

Tree Preservation Order No.5 by Hamilton District Council under Town and Country Planning (Scotland) Act 1972, 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 form part.

Tree Preservation Order No.5 by Hamilton District Council under Town and Country Planning (Scotland) Act 1972, 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 form part.

Burden 5

Feu Disposition by L.A.W. Estates Limited to Ian Liddell and Margaret McKenzie Liddell and their assignees ("the Feuar"), registered 7 Jan. 1991, of subjects at Glebe Wynd, Bothwell, being the subjects edged red on the cadastral map, contains the following burdens:

(one) the Feuar shall be bound within one year from 18 Dec. 1990 to erect upon the plot of ground one detached dwellinghouse in conformity with plans approved by the Planning and Building Control Departments of the Local Authority and having suitable offices attached (which may include a private garage or carport) and the said dwellinghouse and relative offices shall be maintained and upheld by the Feuar in good order and repair in all time coming;

(two) no structural alterations shall be made to the said dwellinghouse and relative offices and no additional buildings or erections shall be erected on the said plot of ground without our written consent;

(three) the said dwellinghouse shall be used solely as a private dwellinghouse and for no other purpose and shall never in any way be sub-divided or occupied by more than one family and any garage erected or which may be erected on the said plot of ground shall be occupied and

used only as adjunct to the said dwellinghouse and shall never be let or occupied or used separately therefrom;

(four) no trade, profession or business of any kind shall be carried on, in or upon the said plot of ground and no use shall be made of the subjects hereby disposed of which may be deemed a nuisance or occasion disturbance to any of the neighbouring feuars or proprietors;

(five) all division walls, gables, chimney heads, roofs and boundary walls and fences between adjoining plots of ground and the dwellinghouses built or to be built thereon shall be mutual and maintained mutually;

(six) whereas (so far as it has not already been done) we are to construct the roadway, footpaths, surface water channels and main drains so far as lying within the said plot of ground to Local Authority specifications the Feuar shall thereafter be bound to maintain the same at his expense and that until the same are taken over for maintenance by the Local Authority; And whereas (so far as it has not already been done) we (or the appropriate statutory undertaker) are to construct the communicating drains, water, gas, electricity and other pipes, cables and services to serve the subjects hereby disposed it is hereby declared that the same so far as common and mutual with adjoining subjects shall be maintained in good order and repair at the joint expense of the proprietors concerned;

(seven) whereas in the course of our development of the plot or area of ground of which the subjects in this Title form part extending to four and one half acres or thereby we are to designate and form therein certain areas for use as open public space for the common use of the proprietors of the dwellinghouses erected or to be erected on the said lastmentioned plot or area of ground, such areas of open public space shall be maintained, until taken over by the Local Authority, at the common expense of the said proprietors in the proportion of one equal share for each house and the Feuar shall be bound to pay such equal share when called upon to do so by us or by a Committee of Proprietors constituted by us to attend to such maintenance;

(eight) there is hereby reserved to us and our successors and others deriving right from us or them the right of laying and using sewers, drains and water, gas and other pipes and cables in the said plot of ground hereinbefore disposed and any roads so far as they extend along the said plot of ground and of opening up the said plot of ground in said roads for the purpose of laying, relaying and repairing such sewers, drains, pipes and cables and that they are free of any claim at the instance of the feuar for wayleave against us or our foresaids and others deriving right from us or them, it being provided and declared that the said plot is disposed always with and under the heritable and irredeemable servitude right, privilege and tolerance of a wayleave or wayleaves through the plot of ground hereby disposed or under ground of the said roads for such sewers, drains, pipes and cables when laid without the disponee being entitled to claim any compensation in respect thereof; Declaring however that we and the parties opening up the said plot of ground or the said roads shall be bound to restore the surface;

(nine) the said plot of ground hereby disposed in so far as not built on shall be used as ornamental garden ground in front and as such or as a vegetable garden and/or a green for bleaching or drying clothes at the back and for no other purpose whatever and the garden, garden path and boundary walls or fences shall be kept always in good condition and repair;

(ten) the Feuar is hereby prohibited from erecting poultry houses or from keeping poultry, pigeons or other livestock or from breeding dogs on the plot of ground hereby disposed;

(eleven) the dwellinghouse hereby disposed shall be kept constantly insured against loss by fire for the full value thereof with an established insurance company and in the event of the buildings or any of them being damaged or destroyed by fire or otherwise the Feuar shall forthwith restore, rebuild and reinstate the same in strict conformity with these presents;

(twelve) the foregoing conditions, prohibitions, declarations and others are intended and are declared to operate so far as applicable in favour of and to be enforceable not only by us but also by each and every proprietor of part of the said plot or area of four and one half acres and there is hereby conferred on the Feuar a ius quaesitum tertio for the enforcement of the conditions of this Feu Disposition and of other Feu Dispositions of subjects forming part of the said lastmentioned plot or area inter se of the individual feuars or proprietors in so far as the Feuar shall have an interest to enforce the same but that without prejudice to the right hereby expressly reserved to us to alter the plans for the development of the remaining parts of the said lastmentioned plot or area; All which conditions, restrictions, obligations, prohibitions, reservations and others are hereby created and declared to be real liens and burdens in favour of us and each and every proprietor in the said development upon and effecting the said plot of ground hereby disposed.
