
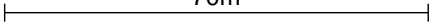
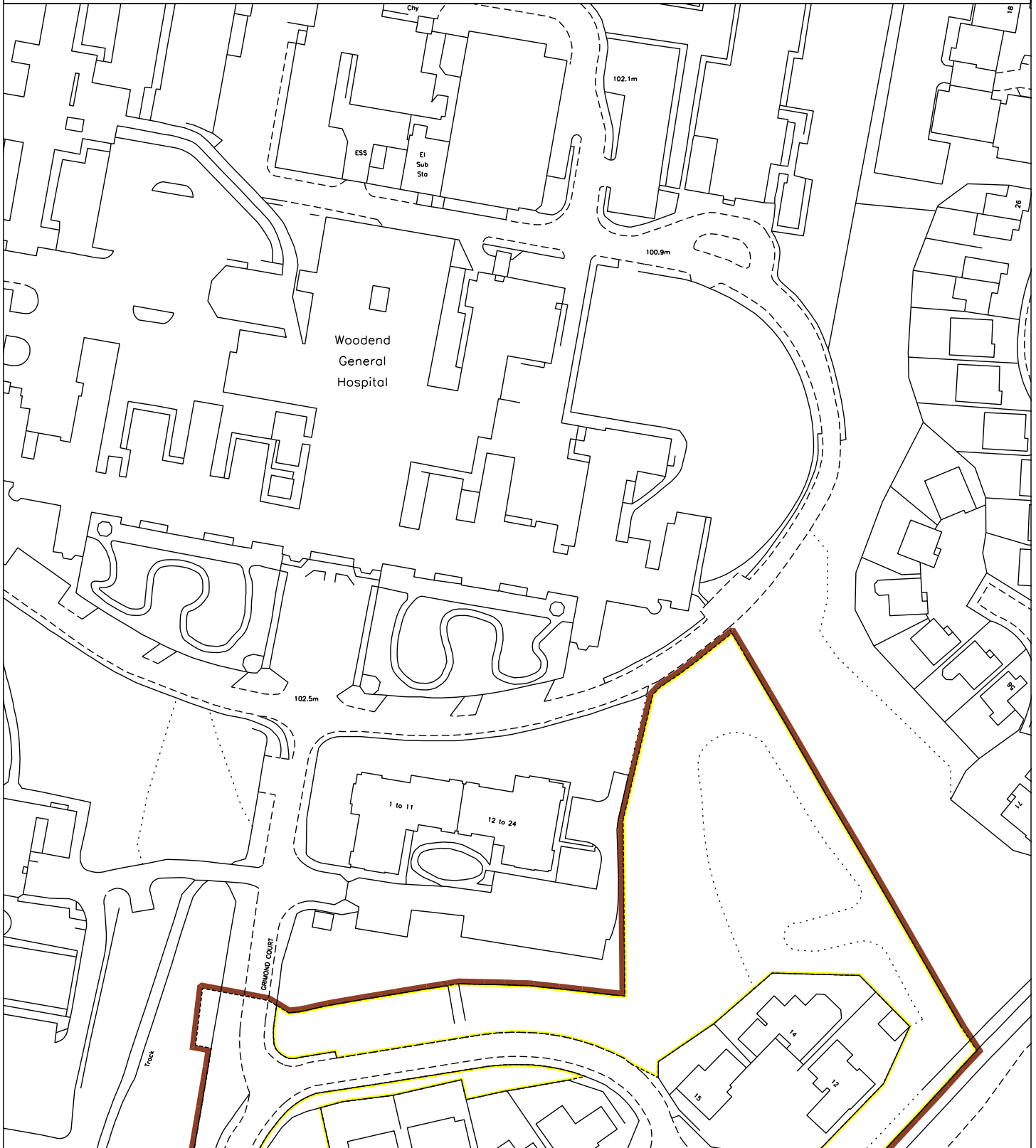
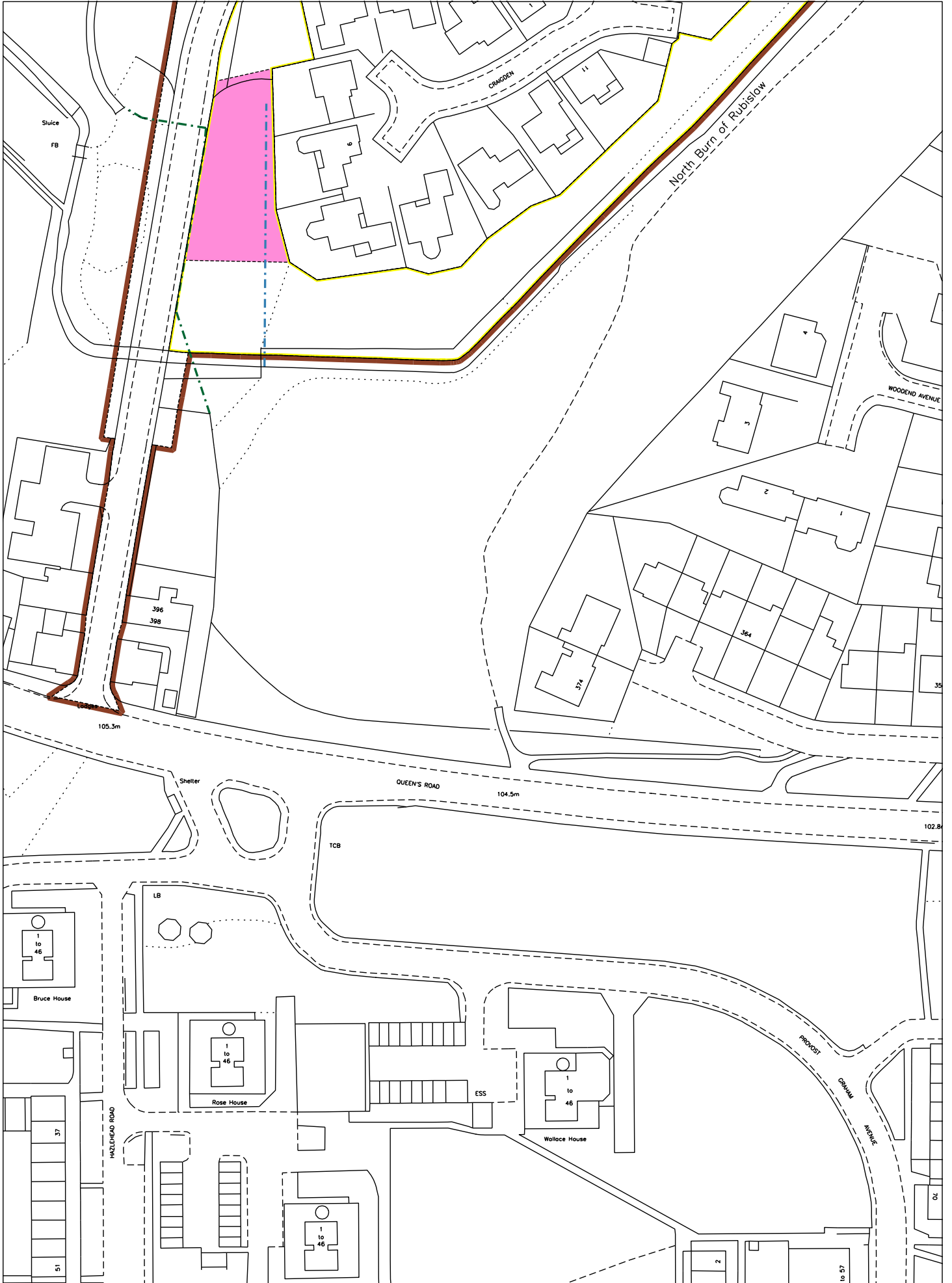
 LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	5270 22/1/2020	ABN144219
	ORDNANCE SURVEY NATIONAL GRID REFERENCE	70m 
	NJ8905NE NJ8906SE	Survey Scale 1/1250

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LAND REGISTER OF SCOTLAND	Officer's ID/Date	Title	Number
	5270 22/1/2020	ABN144219	





TITLE NUMBER ABN144219

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION

12 FEB 1998

DATE TITLE SHEET UPDATED TO

19 JUN 2019

REAL RIGHT

OWNERSHIP

DESCRIPTION

Subjects cadastral unit ABN144219 on the east side of Subjects within the land edged red on the cadastral map being ground lying to the north of CRAIGDEN, ABERDEEN tinted pink on the cadastral map.

Note

The minerals are excepted. The conditions under which the minerals are held are set out in the Deed of Conditions in Entry 6 of the Burdens Section.



LAND REGISTER OF SCOTLAND



TITLE NUMBER ABN144219

B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1 DAVID ERNEST LAWRIE and
GILLIAN ALISON LAWRIE
spouses, 57 Popes Avenue,
Twickenham, TW2 5TD equally
between them.

**DATE OF
REGISTRATION**
19 JUN 2019

CONSIDERATION
£2,750

DATE OF ENTRY
13 JUN 2019



LAND REGISTER OF SCOTLAND



TITLE NUMBER ABN144219

C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

- 1 Disposition by Magistrates &c of Burgh of Aberdeen (hereinafter referred to as "the Corporation") to Secretary of State for Scotland, recorded G.R.S. (Aberdeen) 12 Jul. 1954, of subjects of which the subjects in this Title form part contains the following burdens:

Under reservation to us, the Corporation, of all existing servitude rights of wayleave (if any) which the Corporation may have therein for laying and maintaining sewer and water and other pipes and services.

- 2 Grant of Servitude contains Disposition by Secretary of State for Scotland, with consent, to British Gas plc and their successors ("the Company"), recorded G.R.S. (Aberdeen) 1 Oct. 1996, of a heritable and irredeemable (except as aftermentioned) servitude right and tolerance in, through and over the strip of land aftermentioned of laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing or rendering unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by the Company on its own behalf or on behalf of other persons) connected with the exercise and performance of the functions of the Company and all necessary apparatus ancillary thereto (all hereinafter collectively called "the said works") in, upon and over a strip of land three metres five centimetres in width, which strip of land extends for a distance of approximately two hundred and forty nine metres: Together with the right to the Company but only to the extent reasonably required of vehicular and pedestrian access to the said strip of land and of passage over the said strip of land for the purposes of the said works and of any works of the Company contiguous therewith and over the lands of which the said strip of land forms part (hereinafter called "the said lands") for the purpose of access to the said strip of land at all reasonable times and in an emergency at



D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

any time whether or not with workmen, vehicles machinery and apparatus, under the following conditions:

1.

(i) In exercising the servitude hereby granted the Company shall take all reasonable precautions to avoid obstruction to or interference with the use of the said lands and/or the access thereto and egress therefrom and damage or injury to the said lands and others;

(ii) The Company shall so far as reasonably practicable make good all damage or injury to the said lands and/or the access thereto and egress therefrom caused by or as a result of the exercise by the Company of the servitude hereby granted to the reasonable satisfaction of me or my successors as proprietors of the said lands and shall make full compensation to me or my foresaids in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid;

(iii) The Company shall so far as reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof, notification whereof shall be given to me or my foresaids as the case may be by the Company, render the same permanently safe to the reasonable satisfaction of me or my foresaids and on so doing the servitude right hereby granted shall be deemed to be discharged the Company thereafter having no rights or obligations in respect of the said works or part thereof in the said lands;

(iv) The Company shall keep me or my foresaids indemnified against all actions, claims or demands arising by reason of the exercise of the servitude hereby granted or failure to keep the said works in proper repair and condition as aforesaid or



D. BURDENS SECTION

**ENTRY
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comply with the terms of this Grant of Servitude (excepting any such actions, claims or demands as may be occasioned by the negligent or wrongful act of me or my foresaids or my or my foresaids' servants or agents) provided that neither I nor my foresaids shall settle or compromise any such actions, claims or demands as are referred to herein without the prior consent of the Company;

(v) The Company shall indemnify and keep me and my foresaids indemnified against all loss, damage, claims, demands, costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than me or my foresaids or my or my foresaids' servants or agents provided that neither I nor my foresaids shall settle or compromise any such claims or demands as are referred to herein without the consent of the Company;

(vi) The Company shall pay all public rates and taxes which may be imposed in respect of the said works or the servitude hereby granted;

(vii) If any interference with or disturbance of the functioning of any drain or drainage system in, on or under the said lands can be shown by me or my foresaids to have been caused by the laying of any pipeline in the exercise of the servitude hereby granted then the Company shall so far as reasonably practicable make good any damage or injury thereby caused to the reasonable satisfaction of me or my foresaids and shall make full compensation to me or my foresaids in respect thereof in so far as the same shall not have been made good as aforesaid.



D. BURDENS SECTION

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2. For the purpose of securing to the Company the said servitude and to benefit and protect the same at all hands I bind myself and my successors in the ownership of the said strip of land:-

(i) not to do or cause or permit to be done on the said lands anything calculated or likely to cause damage or injury to the said works and to take all reasonable precautions to prevent such damage or injury;

(ii) not, without the prior consent in writing of the Company, to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Company or so as to affect in any way the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works;

(iii) not to erect or instal or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the said strip of land provided that nothing herein contained shall prevent me or my foresaids from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which shall not be unreasonably withheld or delayed) of the Company or their agents or from carrying on normal agricultural operations or acts of good husbandry including fencing, hedging and ditching not causing such interference, obstruction or material reduction of the depth of soil as aforesaid.

3. Any dispute arising hereunder shall be determined in default of agreement by a single arbiter to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the Chairman of the Scottish Branch of the



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**ENTRY
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Royal Institution of Chartered Surveyors and the provisions of the Arbitration (Scotland) Act 1894 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination.

4. DECLARING FURTHER

(i) The conditions hereinbefore contained in Clauses 1 and 2 hereof shall have effect subject to this Clause;

(ii) The statutory provisions substituted by Part II of the Mines (Working Facilities and Support) Act 1923 for Sections 71 to 78 of the Railway Clauses Consolidation (Scotland) Act 1845 are deemed to be incorporated herein;

(iii) The said provisions shall be construed as if the reference therein to the Mine Owner were reference to me or my foresaids and as if references to the Company were references to British Gas plc and references to rail level were references to top of pipe line level;

(iv) Any arbitration under the said provisions shall be in the manner hereinbefore provided by Clause 3 hereof and such of the provisions referred to in this Clause as may be inconsistent therewith shall be of no effect.

Note: the said strip of land is shown by a green broken line on the cadastral map.

- 3 Discharge, recorded G.R.S. (Aberdeen) 16 Jun. 1997, by Aberdeen City Council modifies the reservation in the Disposition in Entry 1 as follows:

In respect of any right, title and interest which we may have in the servitude rights of wayleave specified in the said Disposition and, for the avoidance of doubt, specifically without prejudice to any right, title and interest of any other



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party therein and thereto, therefore, we do hereby modify the said reservation to the effect that, in respect of that area of ground extending to 4.604 hectares, of which the subjects in this Title form part, the said reservation shall only entitle us and our successors to lay replacement sewer, water or other pipes and services (if any) and to inspect, maintain, repair or renew existing and replacement sewer, water or other pipes and services (if any) along the existing routes of such sewer, water or other pipes and services (if any) through the said area of ground.

- 4 Disposition by Grampian Healthcare National Health Service Trust to Aberdeen City Council and its successors, disponees and assignees, registered 20 Nov. 1997, of the subjects registered under Title Number ABN90758, contains the following burdens:

RESERVING ALWAYS to us and our successors as proprietors of the Hospital subjects or the statutory undertakers or service suppliers concerned ownership of and a heritable and irredeemable servitude right of wayleave and tolerance for (i) a 9" public water main, (ii) the underground electricity cabling and (iii) the underground telephone cabling and all service media respectively associated therewith crossing the whole subjects hereby disposed or any part or parts thereof and/or the said servient tenement or any part or parts thereof, the approximate routes of the said water main being shown by blue broken lines on the cadastral map, together with the right to enter and remain on the whole subjects hereby disposed and the said servient tenement at such time or times as shall be necessary in connection with the said 9" public water main and underground cabling and associated service media or otherwise all in terms of the existing arrangements between us and the undertakers or service suppliers concerned, but subject to restoration of all damage caused as a result to the satisfaction of our said disponees and their successors as proprietors of the subjects



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D 7

D. BURDENS SECTION

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affected or the party in right of the said servitude; But the subjects are so disposed under the burden of any existing rights of way, servitudes, wayleaves and water and drainage rights however constituted and not previously mentioned which may affect the said subjects and the said servient tenement with rights of access on all necessary occasions when required for the inspection, cleansing, maintenance, repair and, where necessary, replacement or renewal of the same and for any other necessary purposes subject to the making good of any damage thereby occasioned;

Declaring

(First)

Our said disponees and their foresaids are hereby expressly bound to maintain, repair and where necessary renew all at their sole expense the boundary fences or other boundary structures hereby disposed in all time coming all to the reasonable satisfaction of the Trust or their successors as proprietors of the Hospital Subjects;

(Second)

Our said disponees and their foresaids are hereby expressly prohibited from using the whole subjects hereby disposed except as open (and unbuilt upon) public space for the amenity of the public at large in all time coming;

(Third)

Our said disponees and their foresaids are hereby expressly prohibited from planting or permitting to be planted trees, shrubs, bushes and plants of any kind or species whatsoever over the land two and half metres wide on each side of the said combined Hospital sewer in all time coming; and



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(Fourth)

There is reserved in favour of us and our successors as proprietors of the Hospital subjects a right of access over the whole subjects hereby disposed for the purpose of erecting and thereafter maintaining, repairing and where necessary renewing boundary structures along those parts of the Hospital subjects abutting the whole subjects hereby disposed or any parts of the same subject to an obligation on us and our foresaids to restore any damage caused through the exercise of the right to the satisfaction of our said disponees and their foresaids;

The said servitude right specified in the Property Section is subject to the following conditions:-

(First) the said servitude right of access shall be exercisable, for the avoidance of any doubt, by pedestrian traffic only;

(Second) the said servitude right of access shall be exercisable by our said disponees and their foresaids and others over the surface of the said servient tenement only and not otherwise;

(Third) our said disponees and their foresaids shall use the said servitude right of access as a servitude not only in favour of them, their servants, employees, contractors and agents, but also as a servitude to be communicated by them to the public at large for use as a public right of access and for no other use or purpose whatsoever to the satisfaction of us or our successors as proprietors of the Hospital Subjects;

(Fourth) there shall be reserved to us and our successors as proprietors of the said servient tenement, for the avoidance of any doubt, the following rights:- (One) a right of access over the said servient tenement for the purposes of inspecting, cleansing, maintaining, repairing and, where



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necessary, replacing or renewing the road bridge and its supporting structures or alternative road bridge erected in substitution therefor and for any other necessary purposes on giving prior notice to our said disponees or their foresaids except in cases of emergency when such notice may be waived; (Two) a right to remain on the said servient tenement with all necessary tools, equipment and other materials as we and our foresaids shall deem necessary in connection with the aforementioned purposes for as long as shall be necessary in the reasonable opinion of us and our foresaids subject to us and our foresaids minimising the interference and disturbance caused by the exercise of the said right to the extent that is practicably possible in the reasonable opinion of us and our foresaids having regard to the nature and extent of the operations being undertaken; (Three) the right to prevent or restrict the exercise of the said servitude right of access during periods when we and our foresaids are exercising the right of access and the right to remain on the said servient tenement for the aforementioned purposes, we and our foresaids being bound to minimise the period of prevention or restriction of the exercise of the said servitude right of access to the extent that is practicably possible in the reasonable opinion of us and our foresaids having regard to the nature and extent of the operations requiring the prevention or restriction; and (Four) the right of access to and the right to remain on the said servient tenement shall be exercised by us and our foresaids subject to the obligation to restore any damage to the said servient tenement which may be caused as a result of the exercise of the rights and that to the reasonable satisfaction of our said disponees and their foresaids as the party in right of the said servitude right.

Note: the said underground electricity cabling and underground telephone cabling lies to the east of the subjects in this Title.



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5 Disposition by Grampian Healthcare National Health Service Trust to Cala Management Limited and its successors and assignees, registered 18 Feb. 1998, of the land edged brown on the cadastral map (hereinafter referred to as "the Subjects") contains inter alia burdens &c in the following terms:

(First)

There is reserved in favour of the said Barratt Construction Limited and their successors in title as owners of the subjects bounded on or towards the north by Eday road, Aberdeen hereinafter referred to as "the Barratt Subjects"

(i) a right of vehicular access over the subjects for the construction of a footpath link between the Subjects and the Barratt Subjects and that at the sole cost of Barratt Construction Limited over a route approved by our said disponees but subject to the proper approval of Aberdeen City Council as The Planning Authority a right of pedestrian access across the Subjects over said footpath link and over the roads and footpaths constructed or to be constructed by our said disponees within the Subjects for the benefit of Barratt Construction Limited and their foresaids in order to take pedestrian access through the Subjects to Queens Road; declaring that (a) our said disponees shall be liable for the repair, maintenance and renewal of the said footpath link so far as within the Subjects, following its construction; and (b) our said disponees shall construct the residential development to be erected upon the Subjects in a manner which makes proper provision for the said footpath link; and

(ii) all necessary heritable and irredeemable servitude rights and others for the purposes of laying and installing, repairing and maintaining and, where necessary, renewing the service media required to serve the Barratt Subjects and all necessary heritable and irredeemable servitude rights to connect up to the service media which are already laid or



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are to be laid or installed through, in or under the Subjects provided always that (a) the said Barratt Construction Limited shall be responsible for the reinstatement of any surface damage occasioned by the exercise of said right; (b) the said Barratt Construction Limited shall be bound to maintain and repair said service media and any such connections at their sole expense; (c) the said rights will be exercised by the said Barratt Construction Limited in a manner that does not adversely detract from or affect the design or layout of the intended residential development of the Subjects; and (d) the said Barratt Construction Limited shall use their reasonable endeavours to have the subjects independently serviced at reasonable cost in the first instance;

(Second)

Our said disponees shall take all reasonable steps to ensure that the noise, nuisance and disturbance caused in carrying out their development of the Subjects is the minimum reasonably practicable in the circumstances;

(Third)

The Subjects shall be used for residential purposes only and for no other purpose; and

(Fourth)

In the event that a physical boundary is erected between the Subjects and the Barratt Subjects, that boundary shall be erected and thereafter repaired, renewed and maintained at the joint expense of our said disponees and their foresaids and the said Barratt Construction Limited and their foresaids as proprietors of the Barratt Limited and their foresaids as proprietors of the Barratt Subjects in all time coming.



D. BURDENS SECTION

**ENTRY
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- 6 Deed of Conditions, registered 4 Mar. 1999, by Cala Management Limited, proprietors of the land edged red on the supplementary data to the title sheet, which supplementary data is a copy of the deed plan, (hereinafter referred to as "the said area of ground") sets forth burdens &c in the following terms:

CONSIDERING that we have erected or are about to erect on the said area of ground dwellinghouses with relative garages and offices, electricity power stations and any other buildings which we may deem expedient and that we are about to execute Blench Dispositions, Dispositions or other Conveyances in favour of the various purchasers, THEREFORE, we have resolved to execute these presents setting forth reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others under which we are to feu or otherwise deal with or affect the said area of ground or any part thereof (including each of the said dwellinghouses or other buildings with ground and others pertaining thereto) and to have these presents registered in the Land Register for Scotland or recorded in the appropriate Division of the General Register of Sasines whichever is applicable so that the same being so registered, the reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others herein contained may be effectually imported in whole or in part by reference into any Blench Disposition, Disposition or other conveyance relating to the said area of ground or any part thereof (including said dwellinghouses and other buildings with ground and others pertaining thereto); PROVIDED ALWAYS that it is expressly stated in such Blench Disposition, Disposition or Conveyance that it is granted with the reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others set forth in these presents or words to that effect; DECLARING THAT each of the said dwellinghouses are hereinafter referred to as "the house" that the house with any offices, outhouses or garages or other buildings or premises in respect of which any Blench Disposition, Disposition or other conveyance



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has been granted with the ground and whole common and other rights, parts and pertinents effeiring thereto, are hereinafter referred to as "the subjects" or "the dwelling" and the party in whose favour such Blench Disposition, Disposition or Conveyance of the subjects is granted as aforesaid is with his successors, executors and assignees whomsoever, or in the case of a corporate persona is with its successors and assignees whomsoever (the singular including the plural) hereinafter referred to as "the proprietor" and that our successors and assignees whomsoever as immediate Superiors are hereinafter referred to as "our foresaids"; NOW THEREFORE, we do hereby set forth the following reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others therein videlicet:-

(FIRST)

There shall be reserved to us and our successors, but subject always to the terms of the Coal Act 1938 and Coal Industry Nationalisation Act, 1946, the whole coal, shale, limestone, marl, ironstone, clay, freestone, slate, marble and other stone and all other mines, metals, minerals and fossils, though not hereinbefore specially enumerated within and under the said area of ground with full power and liberty to us or our foresaids or any person authorised by us or them, but without entering on the surface of the said area of ground, to search for, work, win, raise, calcine, manufacture and carry away the said minerals and others and to do everything necessary for all or any of these purposes; DECLARING THAT we or our foresaids exercising any of the said reserved rights and powers shall be bound to make payment to the proprietors of all damage which may be thereby occasioned to the surface of the said area of ground or the buildings erected or to be erected thereon as such damage shall, failing agreement, be ascertained by arbitration.

(SECOND)



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No house or building whether of a permanent, temporary or portable nature shall be erected on the said area of ground, nor shall any addition, enlargement, alteration, rebuilding or reconstruction in whole or in part be made on any house or building on said area of ground until the plans thereof have been approved and written consent thereto given by us or our foresaids.

(THIRD)

The house is to be used and occupied solely as a private dwellinghouse (and any ground effeiring thereto shall be used as a garden and for no other purpose whatever) and shall not be sub-divided nor occupied by more than one family at a time and the house shall not be used for the carrying on therein of any trade, business or profession or for the selling of any goods or wares of any sort whether or not such use may be deemed incidental or natural to the ordinary residential use of the house or whether any person occupying the same may have contractual right to use the same for or in connection with or arising out of any trade, business or profession notwithstanding any rule or law to the contrary; no shops or other buildings shall be erected on the said area of ground for the sale of any wines or spirits or other excisable liquors nor for the making or manufacturing of any goods for sale without the prior written consent of us or our foresaids; no board, card, plate or advertising notice of any kind shall be placed on the subjects without the written consent of us or our foresaids; no power boats, marine craft, caravans, commercial vehicles or vehicles other than private motor cars, motor cycles or cycles shall be parked or stored in the open and no handicrafts shall be carried on therein without the consent of us or our foresaids nor shall anything be done on the subjects or in the house which may be deemed a nuisance or occasion disturbance to adjoining proprietors.



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(FOURTH)

The proprietors of the subjects shall be bound to erect so far as not already erected and maintain all boundary walls, fences or hedges to the satisfaction of us or our foresaids and shall thereafter free and relieve us or our foresaids of all claims in respect of such walls or fences; no boundary walls or fences shall be added to or increased in height or altered in any way unless with the prior written consent of us or our foresaids and in any event such walls or fences (except those already erected) where ex adverso a roadway shall not exceed one metre in height from the heel of the footpath and shall not exceed one and one-half metres in height from the front boundary of the feu to the back building line of the house erected thereon and elsewhere shall not exceed two metres in height (such heights may be altered with the consent of us or our foresaids) and no further boundary, divisional or other walls or fences, trellis work or ornamental fencing or draughtboarding fencing shall be erected anywhere on the subjects nor shall bounding walls or fences be used as a support or strengthening for such trellis work, ornamental fencing or draughtboarding fencing without the written consent of us or our foresaids.

(FIFTH)

The ground appertaining to any house shall be laid out as garden ground or shrubbery and maintaining as such in a neat and tidy condition in all time coming to the satisfaction of us or our foresaids and vegetables shall not be grown in said ground in front of the house; only grass, flowers, shrubs and trees shall be planted in any open spaces, amenity areas, landscaped and play areas, trees, hedges and plants of any kind (except so far as already existing) shall not at any time without the consent of us or our foresaids exceed one metre in height; existing trees or shrubs or bushes growing on the subjects at the date of granting of the Blench Disposition,



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Disposition or Conveyance by us or our foresaids shall be maintained to the satisfaction of us or our foresaids and of the Local Authority Director of Planning and shall not be cut down, topped, pruned, removed or in any way damaged except with the prior written consent of us or our foresaids and the Local Authority Director of Planning. All losses of trees and shrubs or plant stock occurring in the first three years following planting shall be replaced to the satisfaction of the Local Authority Director of Planning as often as may be necessary to ensure establishment.

(SIXTH)

There is hereby reserved to us and our foresaids and to the proprietors of any house on the said area of ground, a full right of access along and over all roads, pavements, footpaths and lanes, a right to lead such sewers, drains, rain water, soil, waste and water supply pipes, gas and electric mains and other transmitters through the said area of ground as we consider necessary with all necessary rights of access thereto for cleaning, maintenance or repair of the same and right to restore or renew the same in the event of damage or destruction subject only to making good all surface damage, and in so far as the same is used in common by the proprietors of several houses, each proprietor shall pay one share for the subjects owned by him of the cost of cleaning, maintenance and repair or restoration or renewal of the same. The foregoing reservation and rights of access shall also operate in favour of the Electricity Board and other services, in particular, access for maintenance, repair et cetera to the water main and any sewers, drains, water pipes et cetera is reserved in favour of the Local Authorities Water Department and to plant is reserved in favour of British Telecommunications and to gas mains and pipes et cetera is reserved in favour of the Gas Board and to electric mains, cables et cetera is reserved in favour of the Electricity Board and to street lights et cetera is reserved in favour of the Local Authority Director of Lighting; and



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the proprietors are prohibited from doing any act which would materially interfere with or render more expensive the said rights of access including building, placing trees, shrubs, fences and walls over or in close proximity to the said mains, pipes, drains, cables and plant et cetera. In addition, the proprietors shall be bound, if required, to sign any Wayleave Agreement or Deed of Servitude required in connection with any of the foregoing rights.

(SEVENTH)

Each proprietor shall maintain his house and garage in good state of repair and decoration and take all appropriate steps either by himself or in conjunction with others to prevent damage to the fabric of the same which may prejudice the stability thereof or create a nuisance to other proprietors or their tenants, and, in particular, but without prejudice to the foregoing generality, by control of vermin and immediate treatment of any dry rot or other form of rot or infestation which may be detected and the repair of any damage to water or other service pipes or wires and any proprietor shall in the event of failure to take timeous and adequate measures to prevent and repair such damage or such defect including notification to adjoining proprietors whose premises may be affected, with a view to safeguarding their property, be liable for any damage caused thereby.

(EIGHTH)

Where the proprietors of two or more houses or garages have a common right of property (it being a question of fact as to what are common rights) in any part or portion of any of the subjects each proprietor shall be bound to uphold and maintain in good order and repair such parts or portions in all time coming and in the event of damage or destruction restore or renew the said parts or portions paying one share of the cost of so doing for each house owned by him and without prejudice



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to the foregoing generality each proprietor shall be bound along with the other proprietor or proprietors having right thereto and to the extent of one share each to uphold and maintain in good order and repair in all time coming and in the event of damage or destruction to repair or renew such parts or portions of the subjects as may be common (including any common television aerials with equipment relative thereto). Each proprietor shall have the right of access to adjoining property to carry out the foregoing repairs and maintenance.

(NINTH)

It is hereby provided and declared that each proprietor shall be prohibited from using himself, selling or disposing of any car-port or garage pertaining to his house separately therefrom or from using them for any purpose other than for the parking of a private car without the consent of us or our foresaids.

(TENTH)

The following further reservations, real burdens, conditions and others will apply:-

(One) the parking of motor cars, cycles, caravans or any other vehicle of any nature shall not be permitted on access ways or on any paths, borders or amenity areas, landscaped or play areas or open spaces at any time.

(Two) no clothes poles or clothes lines (except with the consent of us or our foresaids), shall be erected on any part of the said area of ground nor shall they be attached to or suspended from any window in any of the said dwellings or form any part of the exterior walls.

(Three) no garbage cans or ash buckets or any other form of refuse receptacle or any other articles of any nature



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shall be permitted to be left or deposited otherwise than in accordance with the regulations and recommendations of the Local Authority.

(Four) the proprietor, tenant or occupier of the dwelling is hereby expressly prohibited from keeping poultry, ducks, pigeons, rabbits, bees or other livestock or domestic animals which shall prove a nuisance to adjoining proprietors. We and our foresaids shall have sole discretion to determine whether or not such livestock or domestic animals constitute a nuisance.

(Five) no trees or shrubs or bushes shall be cut down, lopped, pruned, damaged or removed from any amenity ground, play areas, landscaped areas or open spaces unless the same have become dangerous or overgrown and only after having first received written consent from us or our foresaids and the Local Authority Director of Planning and further, the proprietors of the dwellings shall be bound to maintain in good order all hedges, shrubbery and trees.

(Six) the proprietors shall be bound to make the Blench Disposition and Title Deeds of their respective dwellings forthcoming to us or our successors as Superiors for a reasonable time on all necessary occasions when required, and that free of expense to us and our foresaids.

(ELEVENTH)

The proprietors shall be bound to insure the dwellings comprehensively with an established insurance company for the full replacement value thereof and to exhibit receipts for the premiums to us and our foresaids if and when called on to do so, and in the event of the subjects or any part thereof being destroyed or damaged by fire or other insured cause, the proprietors shall be bound to restore within one year after such destruction or damage the subjects to the value



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thereof immediately prior to such destruction or damage and the whole sum received from the insurance company shall be expended at the sight of us or our foresaids in re-erecting the subjects or repairing the damage done, the new plans and specifications being first exhibited to and approved of by us and our foresaids.

(TWELFTH)

The proprietors of the subjects shall be bound to form so far as not already formed and thereafter maintain, all to the satisfaction of us or our foresaids in the situation and to the levels which have our approval, all roads, pavements, footpaths, lanes and sewers on the said area of ground so far as included in or ex adverso the said area of ground. The obligation for maintenance of these or any of these will cease only if and when these or any of these are taken over for maintenance purposes by the Local Authority.

(THIRTEENTH)

There is reserved in favour of the Local Authority or other Authority or person from time to time undertaking the clearance of snow, slush, ice or the like from the roadways and others within the said area of ground, the right at any time without notice to deposit such snow, slush, ice or the like as also any deposits of sand, grit, salt or the like on those parts of the subjects designated as "service strips" and shown hatched and marked on the plans annexed to the Blench Dispositions or other conveyances of the various dwellinghouses or subjects within the said area of ground, together also with all necessary rights of access to the service strips for this purpose; there is also reserved to the Local Authority or other Authority or person from time to time undertaking the maintenance of the kerbing along the boundary of any road or street or path on the said area of ground, a right of access to the service strips at all times and without notice for the purpose of



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maintaining, repairing, renewing or replacing said kerbing, there is also reserved in favour of the Local or Public Authorities, Statutory Undertakers, British Telecom and the like, the right to lay in or under the service strips or any part thereof all sewers, surface water and other drains, pipes, water mains, cables, ducts or other apparatus which they in their absolute discretion may deem necessary as also the right in all time coming to maintain, repair, renew or replace all such sewers, surface water and other drains, pipes, water mains, cables, ducts or other apparatus and all such sewers, surface water and other drains, pipes, water mains, cables ducts or other apparatus which have already been laid in or under the service strips; and together also with all necessary rights of access to the service strips at all times and without notice for the foregoing purposes; AND ALSO DECLARING that all rights affecting the service strips reserved by these presents or otherwise shall be exercised by those entitled so to do without any liability on the part of the said Cala Management Limited and the proprietors are prohibited from erecting or having on these service strips or any part thereof any buildings, walls, fences or other structures whether permanent or temporary and also from planting or having on the service strips or any part thereof, any tree, hedge, shrub or the like and generally from doing anything in or upon the said service strips which might damage kerbing, sewers, surface water and other drains, pipes, water mains, cables, ducts or other apparatus laid or to be laid in or under the service strips or which might impede access thereto; In the event of the purchasers causing damage to any apparatus contained in such service strips, then they shall be liable to meet the cost of the necessary renewal or repair work; and the proprietors shall keep the said service strip in a neat and tidy condition under grass (except in so far as there shall have been constructed over the service strip, paths or access driveways as approved) and shall keep the said service strip reasonably flat and shall not alter the level of the same.



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(FOURTEENTH)

THERE IS EXPRESSLY reserved to us and our foresaids the right to alter or modify in whole or in part the reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others herein contained and in the event of us or our foresaids so doing the proprietor shall have no right or title to object thereto and shall have no claim in respect thereof and any such alteration or modification in respect of any one or more of the subjects shall not imply any similar alteration or modification in respect of any other subjects; FURTHER there is hereby retained to us and our foresaids the right to make whatever alterations or deviations as we consider proper upon any of the development or feuing plans of the said subjects or even to depart entirely therefrom and we expressly reserve to us and our foresaids the right to dispose of any part of the said subjects for such purpose as we may think fit or to alter or modify in whole or in part the foregoing conditions and in the event of our or their doing so no proprietor shall have any right or title to object thereto and shall have no claim in respect thereof.

Note: The foregoing Deed of Conditions contains a declaration that Section 17 of the Land Registration (Scotland) Act 1979 is not to apply. The conditions contained in said Deed of Conditions have been made real by being imported by reference in a conveyance of the subjects in this Title.

- 7 Disposition by Cala Management Limited to Greenbelt Group Limited, registered 2 Mar. 2007, of subjects at Craighden, Aberdeen registered under Title Number ABN90758, contains inter alia the following servitudes and real burdens:

Part 1 Interpretation

In this Entry



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"Benefited Property" means the subjects registered under Title Number ABN19012 under exception of the Burdened Property and the individual plots conveyed by the said Cala Management Limited on the Development Land;

"Benefited Proprietors" means the said Cala Management Limited and their successors as heritable or registered proprietors of the Benefited Property;

"Burdened Property" means the property hereby disposed;

"Burdened Proprietors" means the said Greenbelt Group Limited and their successors as heritable or registered proprietors of the Burdened Property;

"Development Land" means the residential development site known as Queen View, Aberdeen under exception of the Burdened Property;

Part 3 Real Burdens affecting the Burdened Property

The following real burdens are imposed on the Burdened Property in favour of the Benefited Property:

1. The Burdened Proprietors shall manage any areas of woodland comprised in or planted on the Burdened Property at all times that

(i) the foregoing obligation shall cease to have effect at such time as the Development Land shall have ceased substantially to be used as a residential housing development and

(ii) notwithstanding the foregoing, the Burdened Proprietors shall be entitled at all times to use the said areas of woodland for such purposes as they in their sole discretion, but acting at all times in accordance with generally prevailing principals of good silviculture practice, consider are



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necessary or appropriate as being ancillary to the maintenance and/or management of said woodland;

2. The Burdened Proprietors shall manage and maintain any areas of amenity open spaces comprised in the Burdened Property at all times as landscaped open spaces in accordance with sound residential land management practice provided that the foregoing obligation and restriction shall cease to have effect at such time as the Development Land shall have ceased substantially to be used as a residential housing development.

Part 4 Servitudes affecting the Burdened Property the following servitude is imposed on the Burdened Property in favour of the Benefited Property:

All necessary servitude rights of access reasonably required through the Burdened Property for the purpose of laying and thereafter maintaining using and if necessary renewing sewers, pipes and other necessary utility conduits required to serve the residential housing development constructed or to be constructed by the Benefited Proprietors on the Development Land and for all works properly and necessarily associated therewith as required by statutory authority from time to time, provided always that all or any of the foregoing rights are

(i) exercised in such manner as to cause the least practicable interference with the lawful and permitted activities and operations of the Burdened Proprietors upon the Burdened Property and in accordance with reasonable prior written notice to and consultations with the Burdened Proprietors and

(ii) subject to the Benefited Proprietors being responsible at all times for making good all damage caused to the Burdened Property or to any trees, buildings or other structures or property in or upon the Burdened Property to the extent that



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such damage arises out of the exercise by the Benefited Proprietors of said rights.

- 8 Tree Preservation Order No. 251/2017 by Aberdeen City Council (hereinafter referred to as the planning authority) (under Section 160 of the Town and Country Planning (Scotland) Act 1997) effective on 24 Oct. 2017 and confirmed on 17 Apr. 2018 and registered 23 Apr. 2018, contains conditions affecting trees or groups of trees (including prohibitions against the cutting down, topping, lopping, wilful destruction &c thereof), situated on that part of the subjects in this Title edged yellow on the cadastral map.
- 9 Explanatory Note: The descriptions of the burdened and benefited properties in any deed registered in terms of sections 4 and 75 of the Title Conditions (Scotland) Act 2003 in this Title Sheet are correct as at the stated date of registration of such deed. This is notwithstanding any additional information that may have been disclosed by the Keeper in respect of those properties.