



Title Information: ABN83274

Search summary

Date/Time of search	12-09-2023 18:15:12
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Transaction number	SCO-15529097
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User Reference	
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Section A**ABN83274**

Property

Date of first registration	10-04-1997
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Date title sheet updated to	11-01-2019
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Hectarage Code	0
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Real Right	OWNERSHIP
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Map Reference	NJ7721
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Title Number	ABN83274
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Cadastral Unit	ABN83274
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Sasine Search

Property address	UNIT 7A, GARIOCH SHOPPING CENTRE CONSTITUTION STREET, INVERURIE
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Description

Subjects UNIT 7A, GARIOCH SHOPPING CENTRE, CONSTITUTION STREET, INVERURIE edged red on the Title Plan, together with (One) a right in common with the other proprietors of the Development in and to the Common Parts (as that term is defined in the Deed of Declaration of Conditions in Entry 12 of the Burdens Section, (Two) a right to use the parking areas to the front and rear of the said Unit and (Three) a servitude right of passage for water, gas, electricity, telephone, pipes, cables, wires and all other service media through, under, over or in the Development (of which the subjects in this Title form part) or any adjoining property to the subjects in this Title and also the right at all times upon not giving less than forty-eight hours prior written notice (except in the case of an emergency where no notice shall be required) to enter all parts of the Development or any adjoining property for the purpose of laying, constructing, enlarging, connection to, inspecting, maintaining, repairing and renewing and replacing all drains, soil pipes, gas pipes, electricity cables, wires, mains pipes, water supply pipes, gutters, rhones downpipes, sewers and without prejudice to the foregoing generality all utilities and others subject to making good any damage occasioned thereby.

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Section B

ABN83274

Proprietorship

WIFE.COM LIMITED incorporated under the Companies Acts, (Company Number 221870),
Registered Office at 252 Union Street, Aberdeen, AB10 1TN.

Entry number	1
Date of registration	16-12-2005
Date of Entry	04-11-2005
Consideration	£193,875

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Section C

ABN83274

Securities

Entry number	1
Specification	Standard Security by said WIFE.COM LIMITED to ATOM BANK PLC incorporated under the Companies Acts (Registered Number 08632552), Registered Office The Rivergreen Centre, Aykley Heads, Durham DH1 5TS.
Date of registration	09-11-2018

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Section D

ABN83274

Burdens

Number of Burdens: 12

Burden 1

Instrument of Sasine, recorded Inverurie Burgh Register 26 Mar. 1849, following on Charter of Novodamus by the Provost, Baillies and Council of the Burgh of Inverurie to Mary Philip and Catherine Philip and their heirs and assignees, of piece of ground, bounded on the west by the old road to Huntly, contains the following burdens:

The said disponees and their foresaids are and shall be bound and obliged to pay for the said subjects to the Treasurer of the said Burgh for the time for the use of the Community the sum of two shillings and sixpence Sterling at the term of Martinmas yearly in name of ground annual; declaring thereby that in the event of the said ground annual remaining unpaid for two years at one time then and in that case it is thereby expressly conditioned and declared that the said right and all following thereon shall become null and void and the said disponee shall thereby ipso facto have no farther right or title to the said subjects which shall in that event revert to the said Provost, Baillies and Council and their successors in office commencing the payment of the said ground annual at Martinmas yearly in all time coming; Farther the said disponees and their foresaids are thereby expressly prohibited and discharged from carrying on any business upon the premises such as tanning leather, refining tallow, making candle, soap or glue, slaughtering cattle, erecting glassworks, distilleries or ironfoundries or making bricks or tiles (except for their own private use in building upon the said piece of ground but not for sale) and, in general, from employing the premises in any trade whatever which shall be hurtful, nauseous or noxious to the houses or inhabitants in the neighbourhood without the written permission of the said Provost, Baillies and Council.

Burden 2

Instrument of Sasine in favour of William Maitland, recorded P.R.S. (Aberdeen and Kincardine) 9 Dec. 1852, on Feu Charter by the Provost, Baillies and Town Council of the Burgh of Inverurie to James Hail and his heirs and assignees, of piece of ground, Lot Eleventh of Robinscroft, fronting Constitution Street, Inverurie, contains the following burdens:

Paying and rendering therefor at the term of Martinmas yearly to the said Provost, Baillies and Town Council and their successors in office or to their Treasurer or to any other power having authority from them to waive the same to their Assignees the sum of Thirteen shillings and eight pence Sterling of yearly feuduty in all time coming as the said James Hail had erected a substantial dwellinghouse having a slated roof fronting said Constitution Street and having the sole of the entry door thereto of the same level with the soles of the doors of the other houses built on Robinscroft not exceeding one foot above the level of the centre of the said Street and which dwellinghouse is of the value of at least forty years purchase of the of the unredeemed part of the foresaid feuduty and the said James Hail bound himself and his foresaids for ever to maintain the said dwellinghouse of real value for security to the said Provost Baillies and Town

Council and their foresaids of the said feuduty; Declaring farther that the said James Hail and his foresaids or their Tenants and Servants should not be at liberty and they are thereby expressly prohibited and discharged from carrying on any business upon the premises of tanning of leather, refining of tallow, making of candle, soap or glue, slaughtering of cattle, erecting of glass works, distilleries or Ironfoundries, making of bricks or tiles (except only for the private use of the said James Hail and his foresaids in building upon the said piece of ground but not for sale and, in general, from employing the premises in any trade whatever which should be hurtful, nauseous or noxious to the houses or inhabitants without the written permission of the said Provost Baillies and Town Council or their foresaids and failing the strict adherence by the said James Hail and his foresaids to this limitation and condition their right to the premises should eo ipso become void and null and the same should return to the said Provost Baillies and Town Council and their foresaids.

Burden 3

Instrument of Sasine, recorded P.R.S. (Aberdeen and Kincardine) 11 Jan. 1854, on Charter of Novodamus by the Provost, Baillies and Town Council of the Burgh of Inverury to Jessie Wilson, Ann Wilson and Jean Wilson and their respective heirs and assignees, of 6 plots of ground at Inverury, contains the following burdens:

The said disponees and their foresaids are and should be bound and obliged to pay for the said several pieces of ground to the Treasurer of the said Burgh for the time for the use of the Community thereof the sum of eleven shillings and two pence half penny sterling of yearly feuduty at the term of Martinmas yearly in all time: Declaring further that the said disponees and their foresaids and their tenants, proprietors and tenants/servants are expressly prohibited and discharged from carrying on any business upon any of the said several pieces of ground thereby disposed such as tanning leather, refining tallow, making candle, soap or glue, slaughtering cattle, working distilleries or ironfoundries, making bricks or tiles (except only for their own private use in building upon the said several pieces but not for sale) and in general from employing the premises in any trade or for any purpose whatever which should be hurtful, nauseous or noxious to the houses or inhabitants in the neighbourhood without the written permission of the said Provost, Baillies and Town Council and failing the strict adherence by their said disponees and their foresaids to the said limitation and condition their right to the said several pieces of ground and others should eo ipso become void and null and the same should return to the said Provost Baillies and Town Council and their successors in office.

Burden 4

Instrument of Sasine, in favour of Mary Peter or Stronach, recorded P.R.S. (Aberdeen and Kincardine) 21 Jun. 1854, on Feu Charter by the Provost, Baillies and Town Council of the Burgh of Inverury to William Peter and his heirs and assignees, of piece of ground, Lot Twelfth Robinscroft, fronting Constitution Street, Inverury, contains the following burdens:

Paying and rendering therefor at the term of Martinmas yearly to them and their successors in office or to their Treasurer or to any other person having authority from them to receive the same or to their assignees the sum of eighteen shillings sterling for the said piece of ground being Lot Second whereby disposed of yearly feuduty at the term of Martinmas in all time coming: Declaring also thereby that as the said William Peter has built and erected thereon a

substantial dwellinghouse having a slated roof fronting said Constitution Street and having the sole of the entry door thereto of a level to correspond with the level of the soles of the entry doors of the other houses to be built on Robinscroft not exceeding one foot above the level of said street and of the value of upwards of thirty years purchase of the said feuduty the said William Peter by said Feu Charter bound himself and his foresaids for ever to maintain the said dwellinghouse of that value for security to the said Provost, Baillies and Town Council and their foresaids of the said feuduty: Declaring farther thereby that the said William Peter and his foresaids or their tenants and servants shall not be at liberty and they are by said Feu Charter expressly prohibited and discharged from carrying on any business upon the premises of tanning of leather, refining of tallow, making of candle, soap or glue, slaughtering of cattle, erecting of glassworks, distilleries or iron foundries, making of bricks or tiles (except only for the private use of the said William Peter and his foresaids in building upon the said piece of ground but not for sale) and, in general, from employing premises in any trade whatever which shall be hurtful, nauseous or noxious to the houses or inhabitants in the neighbourhood without the written permission of the said Provost, Baillies and Town Council or their foresaids and failing thereby the strict adherence by the said William Peter and his foresaids of the said limitation and condition their right to the premises shall eo ipso become void and null and the same shall return to the said Provost, Baillies and Town Council and their foresaids.

Burden 5

Instrument of Sasine in favour of the Trustees for the Free Church of Scotland, recorded P.R.S. (Aberdeen and Kincardine) 10 Nov. 1856, following on inter alia Feu Charter by the Provost, Baillies and Town Council of the Burgh of Inverury to James Wilson and his heirs and assignees, of piece of ground being Lot Third of Robin's Croft, fronting Constitution Street, Inverury, contains the following burdens:

The said James Wilson and his foresaids for ever paying and rendering therefor yearly to them and their successors in office or to their Treasurer for the time or to any other person having power and authority from them to receive the same or to their assignees of yearly feuduty the sum of One pound fourteen shillings and eight pence sterling being the amount of the foresaid feuduty payable for said subjects after deduction of one third thereof redeemed paid and received as before mentioned in all time then coming of the said feuduty from the time the same fell due until paid and a fifth part more of each years feuduty of liquidate penalty in case of failure; Declaring also thereby that the said James Wilson and his foresaids should be bound to build and erect on said subjects a suitable dwellinghouse having a slated roof fronting said Constitution Street and having the soles of the entry door thereto of an uniform level with the soles of the doors of the other houses to be built on Robins Croft not exceeding one foot above the level of the centre of the said street and which dwellinghouse so to be built should be of the value of at least twenty years purchase of the unredeemed part of the foresaid feuduty; and the said James Wilson by said Feu Charter bound and obliged himself for ever after to maintain the said dwellinghouse constructed as aforesaid of that value for security to them the said Provost, Baillies and Town Council of said Burgh and their foresaids of the said feu duty and in the event of the said James Wilson or their foresaids failing so to do he and they shall forfeit and pay to them the said Provost, Baillies and Town Council of said Burgh for each year they neglect to build to the value foresaid or fail to maintain the said dwellinghouse constructed as aforesaid of that value double of the said feu duty over and above the feu duty payable therefrom as aforesaid or in the option of the said Provost, Baillies and Town Council of said Burgh and their

foresaids lose all right and title to the said piece of ground and others which should thereon revert to and become the property of them and their foresaids who should have power to take possession of the same use and dispose thereof at pleasure: Declaring further thereby that the said James Wilson and his foresaids or their tenants and servants should not be at liberty and they are by said Feu Charter expressly prohibited and discharged from carrying on any business upon the premises of tanning of leather, refining of tallow, making of candle, soap or glue, slaughtering of cattle, erecting of glass works, distilleries or Ironfoundries, making of brick or tiles (excepting only for the private use of the feuars in building upon the said piece of ground but not for sale) and in general from employing the premises in any trade whatever which should or might be hurtful, nauseous or noxious to the houses or inhabitants in the neighbourhood without the written permission of the said Provost, Baillies and Town Council of said Burgh and their foresaids and failing the strict adherence by the said James Wilson and his foresaids to that limitation and condition their right to the premises should eo ipso become void and null and the same should return to the said Provost, Baillies and Town Council of said Burgh and their foresaids.

Burden 6

Notarial Instrument in favour of Margaret Leighton or Henry, recorded P.R.S. (Aberdeen and Kincardine) 19 May 1865 of the piece of ground, Lot Tenth, fronting Constitution Street, Inverury, contains the following burdens:

As the said William Peter had built and erected on the said Lot a substantial Dwelling house having a slated roof fronting said Constitution Street and having the sole of the entry door thereto of a level to correspond with the level of the soles of the entry doors of the other houses to be built on Robinscroft not exceeding one foot above the level of said Street said William Peter and his foresaids were taken bound for ever to maintain the said Dwelling house; And it was further declared that the said William Peter and his foresaids or their Tenants and servants should not be at liberty and they were expressly prohibited and discharged from carrying on any business upon the premises of tanning of leather, refining of tallow, making of candle, soap or glue, slaughtering of cattle, erecting of glass works, distilleries or Ironfoundries, making of bricks or tiles (except only for the private use of the said William Peter and his foresaids on buildings from the said piece of ground but not for sale) and in general from employing the premises in any trade whatever which should be hurtful, nauseous or noxious to the houses or inhabitants in the neighbourhood without the written permission of the said Granters or their foresaids and failing the strict adherence by the said William Peter and their foresaids of this limitation and condition their right to the premises should eo ipso become void and null and the same should return to the said Granters and their foresaids.

Burden 7

Feu Charter by Algernon Hawkins Thomond Keith Falconer, Earl of Kintore to Great North of Scotland Railway company and their assignees, recorded G.R.S. (Aberdeen) 19 Jun. 1895, of twenty one pieces of ground extending in all to 40 acres 2 roods 33 poles, contains the following burdens:

(First)

The said Railway Company shall be bound within two years from the term of entry Martinmas 1892 to erect and ever after to maintain buildings upon the subjects coloured yellow on the plan annexed herto of the capital value of at least Four thousand pounds sterling and buildings on the subjects coloured green on the said plan of the capital value of at least Three thousand pounds sterling

(Second)

The said Railway Company in so far as I and my foresaids are concerned shall be entitled to take and in all time coming convey through my lands in pipes from the most convenient parts of the River Ury and with consent of me or my successors from other convenient and suitable sources on or beyond my lands such quantity of water as the said Railway Company may require to their workshops stations and other property but without me or my foresaids being held in anyway to warrant that such quantity of water shall be available and the said Company shall also be entitled in all time coming to convey the sewerage from their said lands and works in pipes through my lands and works in pipes through my lands to the River Ury the said Company being bound to free and relieve me and my foresaids of all actions, claims or demands which may hereafter be instituted or made by or at the instance of the riparian proprietors or others against me or my foresaids in consequence of the conveyance of said sewerage to and discharge thereof into the said River Ury and they shall be entitled and bound to maintain the aqueducts and pipes and other works necessary for these purposes (for which way leaves and water and sewerage rights feuduties of ten shillings and ten shillings together twenty shillings per annum are included in the yearly feuduties hereinafter made payable) and the said Railway Company shall further be bound to pay all surface damage in laying and repairing such pipes and I and my successors shall for the purpose of draining water off the farm of Uryside be entitled to make two connections by pipes not exceeding six inches each in diameter with the sewer to be so laid by the said Railway Company; Declaring that notwithstanding the foresaid provision for my consent to the said Railway Company taking water from other sources than the said River Ury the said consent shall not be withheld unless in so far as such water may at the time be required for estate purposes;

(Third)

The said Railway Company shall be bound to form to the satisfaction of Andrew Calston Factor Glamis whom failing of George Gordon, Land Valuator, Elgin as Arbiters mutually chosen in succession a good and sufficient road twelve feet wide on my lands from the farm houses or Uryside Farm to the said Souterford Road for the accommodation of that farm which road however the said Railway Company shall not be bound to maintain and on its being formed they shall be entitled to shut up the level crossing over the railing at Uryside Farm and my rights to said level crossing shall thereupon be held as cancelled;

(Fourth)

The said Railway Company will if and so long as convenient to them afford a half inch pipe for conveying a supply of water for the Uryside farmhouses to a point in the boundary of the ground hereby disposed to be fixed by my Factor for the time or in their option sink a well at that point for the use of the Tenant of said houses and

(Fifth)

The said Railway Company shall be entitled as a pertinent of the lands hereby disposed to deposit spoil on the field belonging to me and numbered one hundred and thirty eight on the Ordnance Survey plan and also in so far as I have right thereto on the field numbered one hundred and thirty seven on said plan and situated between the River Ury and the branch railway to Old Meldrum on the one side and the Companys main line of railway and the public road to Huntly on the other side or on some other suitable and convenient ground but the said Railway Company shall be bound to pay surface damages and also pay the agricultural rent for the period of occupation and on their ceasing to exercise the right of depositing spoil the said Railway Company shall leave the land in a suitable condition for agricultural purposes with a top soil of at least the present depth all which provisions, conditions and declarations above stipulated are hereby declared to be real and preferable burdens affecting the subjects hereby disposed and if the said Railway Company and their successors shall contravene or fail to implement them or any of them then these presents together with all Conveyances, Instruments, Decrees and other writs following hereon and all acts done in contravention as aforesaid together also with all that has followed or may follow thereon shall be absolutely irritated and resolved and shall be ipso facto void and null and the said subjects and others shall revert to me and my foresaids and paying therefor in respect of subjects I, IX, XII, XIV, XVI and XIX and for one half of the wayleaves and water and sewerage rights the said Railway Company and their successors to me and my successors in the entailed lands the sums of Ninety nine pounds four shillings and nine pence and ten shillings together ninety nine pounds fourteen shillings and nine pence yearly in name of feuduty at two terms in the year Whitsunday and Martinmas by equal portions in all time for ever rendering and paying therefor and all other subjects and for one half of the way leaves and water and sewerage rights foresaid the said Railway Company and their successors to me and my successors the sum of seventy three pounds fifteen shillings and three pence and ten shillings together seventy four pounds five shillings and three pence yearly in name of feuduty at two terms in the year Whitsunday and Martinmas by equal portions in all time.

Note: The plan annexed to the above Feu Charter has not been produced to the Keeper. The said subjects coloured yellow and green on said plan cannot therefore be determined in relation to the subjects in this Title.

Burden 8

Disposition by British Railways Board to the Provost, Magistrates and Councillors of the Royal Burgh of Inverurie and their successors and assignees, recorded G.R.S. (Aberdeen) 28 Feb. 1968, of 0.508 acre of ground on the East side of constitution Street, Inverurie, of which the subjects in this Title form part, contains the following burdens:

(One)

Under burden of any servitudes and rights of wayleave granted by us or our authors for laying and maintaining sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays that may be laid in, through or across the area of ground hereby disposed and our said disponees and their foresaids are bound to free and relieve us and our successors of all claims and liability of every kind in respect of any future interference with the said sewers and others foresaid due to their operations in erecting buildings on the said area of ground or otherwise;

(Two)

Our said disponees and their foresaids shall be bound, before carrying out any operations or commencing the erection of any buildings on the said subjects and others, to submit to our Estate Surveyor, for his approval, plans, sections and detailed drawings showing inter alia the water supply and drainage arrangements connected therewith and shall give effect to any reasonable suggestion made by him in regard to the said plans for the protection of our remaining property; Which approval will be given within twenty one days of receipt of said plans, sections and detailed drawings;

(Three)

Our said disponees shall, where necessary, be bound to fence off the said area of ground from the said remaining adjoining lands belonging to us and our said disponees and their foresaids shall thereafter uphold and maintain the said fences, together with all existing fences or walls, at the sight and to the satisfaction of and all free of expense to us and our successors; and

(Four)

Our said disponees and their foresaids shall relieve us of all obligations incumbent on us to uphold and maintain any fences, drains, ditches, culverts, walls, roadways or other works within or connected with the subjects hereby disposed.

Burden 9

Disposition by British Railway Board to County Council of the County of Aberdeen recorded G.R.S. (Aberdeen) 2 Jun. 1970, of (One) 24.391 acres of ground lying on the west south west of the Inverness to Aberdeen railway line and Inverurie Station and (Two) 2 acres of ground, part of the Estate of Manar, contains the following burdens:

In respect of the piece of ground (ONE) hereby disposed namely

(a) the 2 foot square and 15 inch drains will be cleansed, maintained and renewed by our disponees and in so far as they pass under our railway line our disponent will carry out all maintenance or renewal work only during such times as shall previously have been arranged with us and subject to our being put to no expense in respect of the existence, maintenance or renewal of these drains, our disponees reimbursing us of all costs incurred by us in supervising and protecting such works and of any costs incurred in supervising, protecting or strengthening our railway line during the carrying out of such works and in the event of our requiring to alter or extend our railing works our Disponees shall carry out at their expense such works on these drains as may be required by us to permit such alteration or widening:

(b) there are reserved to us servitude rights

(l) to use, with any other users the said 2 foot square drain for the drainage of our remaining land on the west side of said piece of ground and fronting Harlaw Road at present let to the North of Scotland Milling Company Limited.

(II) to retain in position between the points G and H on the plan annexed hereto and to use the underground electricity cables leading from the Electricity Sub-station within said piece of ground serving our adjoining property,

(III) to run railway traffic over the length of railway track coloured yellow/purple dash on said plan at the north-west end of said piece of ground together with a servitude right to retain and use for traffic on said piece of ground the length of railway track coloured purple, being part of the siding presently serving said area presently let to the North of Scotland Milling Company Limited;

(c) our Disponees before carrying out any operations or commencing the erection of any buildings on said piece of ground near our adjoining land shall submit detailed plans thereof to our Estate Surveyor showing inter alia the water supply and drainage arrangements and shall give effect to any reasonable suggestion made by him for the protection of our remaining property;

(d) our Disponees shall be bound to maintain the existing security fence and gates giving rail access from our remaining land and to erect and maintain similar new fencing, where necessary, so far as between the said piece of ground and our remaining land all at the sight and to the satisfaction of and free of expense to us and our disponees shall be bound to take back and re-erect the security fence on the boundary of the said piece of ground at the south-east corner of the subjects let to the said North of Scotland Milling Company Limited; and

(e) there will be apportioned on said piece of ground proportions amounting of £21:9:5d per annum of the cumulo feu duties exigible from the larger areas of which the component parts of the said piece of ground form part and the reservation in respect of the subjects (TWO) hereby disposed in favour of us and other parties of any existing pipe connections to the main supply piping leading from these subjects and rights to water supply therefrom and in respect of the whole subjects hereby disposed

(a) any servitudes and rights of wayleave for laying and maintaining sewers, drains, pipes and cables, telegraph and telephone poles, wires and stays that may be laid in, through or across said whole subjects and

(b) the condition that our disponees shall free and relieve us of all claims and liabilities of every kind in respect of any future interference with said sewers and others due to our said disponees operations in erecting buildings or other operations on said subjects hereby disposed.

Note: the Plan annexed to the foregoing Disposition has not been submitted to the Keeper. The points G and H, the railway track coloured yellow/purple dash and the railway track coloured purple have therefore not been shown on the Title Plan.

Burden 10

Disposition by County Council of the County of Aberdeen to Inverurie Boiler and Engineering Works Limited and their successors and assignees, recorded G.R.S. (Aberdeen) 10 Aug. 1972, of 9.748 acres of ground, of which the subjects in this Title form part, contains the following burdens:

(Primo)

Our said disponees shall maintain and, when necessary, renew the Fifteen inch drain serving the subjects hereby disposed and shall be bound to free and relieve us of all liability and expense in connection therewith arising subsequent to 20 Apr. 1970: Declaring that our said disponees and their foresaids shall be entitled to recover one fourth of the cost of such maintenance or renewal and of altering or extending the said drain should this be required by the British Railways Board from the proprietor of the ground lying to the north of and adjoining the subjects hereby disposed,

(Secundo)

There is reserved to all existing users of the water pipes, drains and sewers lying within or passing through the subjects hereby disposed a servitude right to obtain water from the said water pipes and to discharge drainage and sewage into the said drains and sewers: Declaring that until such time as separate water systems shall have been provided for each part of the former Inverurie Locomotive Works the proprietors of each such part shall maintain at their sole expense the water pipes used in common by the said proprietors so far as lying within the ground owned by them, the cost of laying, maintaining, repairing and renewing any other sewers, drains and connections, electricity cables, gas or other pipes, transmitters and others in so far as used in common and not specifically hereinbefore referred to being borne by the proprietors using the same each in proportion to his use,

(Tertio)

A servitude right to the proprietors of subjects forming part of the former Inverurie Locomotive Works

(One) to retain in position any existing electricity supply cables leading from the electricity sub-station situated within the subjects hereby disposed to the property of any such proprietor and also to lay at their own expense at a depth and along lines to be approved by our said disponees, which approval shall not be unreasonably withheld, any additional supply cables which may reasonably be required from the said electricity sub-station but subject always to such proprietor or proprietors restoring the surface of the subjects hereby disposed and making payment to our said disponees and their foresaids for all damage thereto and to the buildings thereon which may be occasioned by the operations of such proprietor or proprietors: Declaring that the said proprietors of subjects forming part of the former Inverurie Locomotive Works shall be bound if asked to uplift and relay at their own expense any existing or additional supply cables in accordance with the reasonable requirements of our said disponees,

(Two) of access at all times for fire-fighting purposes to the valve situated within the subjects hereby disposed near the south west corner of the erecting shop which valve controls the mixing of water from the main and from the Polinar Dam,

(Three) of access to and use of the portion of the loading bank but excluding the use of any buildings thereon together with a right to use the said section of railway siding along the east side of the loading bank in connection with any operations on the said portion of the loading bank: Declaring that our said disponees and their foresaids shall be entitled to recover from such proprietors as shall use the said portion of the loading bank and the said railway siding a

proportion of the cost of maintaining and repairing the same corresponding to the use made thereof by each such proprietor,

(Quarto)

Our said disponees and their foresaids shall be obliged so far as not already done to enclose the subjects hereby disposed with security fencing which so far as lying between the subjects hereby disposed and adjoining subjects belonging to the British Railways Board shall be maintained in good order and repair by our said disponees at their sole expense to the sight and satisfaction of the said Board: Declaring that any new fencing erected along the boundaries of the subjects hereby disposed with other parts of the former Inverurie Locomotive Works shall be to a specification to be agreed between our said disponees and their foresaids and the adjoining proprietor and shall thereafter be mutual and maintained in good order and repair the cost of such erection and maintenance being borne equally by our said disponees and the adjoining proprietor: Declaring that the fencing to be erected along the North North West boundary of the said loading bank shall incorporate a gate to allow access to the said portion of the loading bank,

(Quinto)

The proportion of the feu duty of Twenty one pounds nine shillings and five pence payable in respect of the said piece of ground extending to Twenty four acres and three hundred and ninety one decimal or thousandth parts of an acre or thereby Imperial Standard Measure apportioned on the subjects hereby disposed is hereby fixed at Fifteen pounds per annum,

(Sexto)

Any dispute arising between our said disponees or their foresaids and ourselves or our successors in ownership of other parts of the former Inverurie Locomotive Works as to rights or liabilities in respect of any common services shall be referred to arbitration by a Member of the Panel or Arbiters under the Land Compensation (Scotland) Act 1963.

Note: The said 15 inch drain and said loading bank are not part of or affecting the subjects in this title and are therefore not shown on the Title Plan.

Burden 11

Disposition by Seaforth Engineering Limited to County Properties Limited and their successors and assignees, recorded G.R.S. (Aberdeen) 2 Sep. 1985, of 2.23 acres of ground, of which the subjects in this Title form part, contains the following burdens:

(One)

Our said disponees and their foresaids shall not be entitled (without the prior written consent of us or our successors as proprietors of all or any part of the area of nine acres and seven hundred and forty eight decimal or one thousandth parts of an acre or thereby of which the subjects hereby disposed form part presently remaining in our ownership and lying to the north of the subjects hereby disposed, which consent may be withheld or granted at our and our

foresaids sole discretion and, if granted, so granted subject to such conditions, restrictions, obligations and provisions generally as we or our foresaids may in their sole discretion see fit) to use all or any part of the subjects hereby disposed so far as edged blue on the Title Plan for any residential purpose or for any residential development of any kind and in particular without prejudice to the foregoing generality shall not be entitled without consent as aforesaid to erect any dwellinghouses of any kind or nature thereon;

(Two)

There is reserved to us and our foresaids the right to use the existing water, drainage and sewage pipes, gas pipes and electricity mains, cables, wires and others, telephone cables and wires and all other services media as existing presently serving the said subjects lying to the north of the subjects hereby disposed and reserving to us and our foresaids a right of access to and egress from the subjects hereby disposed or any part thereof for the purposes of maintaining, repairing and, where necessary, renewing such water, drainage and sewage pipes and others as aforementioned subject to us and our foresaids reinstating any damage done by us or them in the exercise of the right hereby reserved; and

(Three)

Our said disponees and their foresaids shall be bound and obliged to erect a boundary wall or fence along the whole of the northmost boundary of the subjects hereby disposed said wall or fence to be erected concurrently with the development by any party of all or any part of the subjects hereby disposed and that at the cost of our said disponees or their foresaids said wall or fence to be erected wholly on the subjects hereby disposed and, once erected, to be kept and maintained in good order and repair and, where necessary, renewed all at the cost of our said disponees and their foresaids: Provided that our said disponees and their foresaids shall, prior to commencing such erection or renewal submit the plans and specifications thereof to us or our foresaids (as proprietors of all or part of said subjects lying to the north of the subjects hereby disposed) for approval which approval we and our foresaids shall be entitled at our sole discretion to withhold or to grant and if granted to grant on such conditions, restrictions, obligations and provisions generally as we or our foresaids may in our sole discretion see fit.

Burden 12

Deed of Conditions, recorded G.R.S. (Aberdeen) 13 Dec. 1989, by Telecourt Investment Holdings Limited, proprietors of 2.23 acres of ground (under exception) (hereinafter referred to as "the Development"), of which the subjects in this Title form part:

CONSIDERING that we have constructed a shopping parade comprising ten units, car parking, access roads, landscaping and others upon the Development and FURTHER CONSIDERING that we have agreed to sell to The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament, those premises comprising Units Numbers 8, 9 and 10 of the Development with the four car parking spaces relative thereto and FURTHER CONSIDERING that we propose to retain the remainder of the Development and FURTHER CONSIDERING that it is desirable that we should set forth in writing the real burdens, conditions and others incumbent respectively on the said The Governor and Company of the Bank of Scotland and its successors and assignees whomsoever and us and our successors and assignees

whomsoever in the ownership of the remainder of the Development, or any part thereof, we HEREBY PROVIDE SET FORTH AND DECLARE that without prejudice to specific clauses of further real burdens, conditions and others, if any, already affecting the Development as follows:-

FIRST

In this Deed the following words have the meanings ascribed to them set opposite below:

Proprietor - means the heritable proprietor of any one or more Units;

Unit - means any one of the Units constructed on the Development;

Common Parts - means those parts and pertinents of the Development which are not exclusively owned or occupied or do not exclusively serve parts owned or occupied or are not intended for exclusive ownership or occupation including by way of illustration and not limitation:-

(a) the central control station for any hazardous security system and the canopy lighting system for the pedestrian access of the Development;

(b) the boundary walls and fences of the Development all doors, gates and pillars therein all area external to any Unit and other erections on the Development including but not limited to all roads, footpaths, walks, passageways and other pedestrian circulation areas, forecourts, service roads and servicing areas, vehicle parking, turning and circulation area, pavement, vaults and lanes, amenity ground, ramps pedestrian and vehicular, landscaping and all Service Media in relation to the Development with the exception of any of the foregoing exclusively owned, occupied or used by any Proprietor, but expressly excluding for the avoidance of doubt the roof and canopy thereof of each Unit, the solum of each Unit and the external walls, gables and foundations of each Unit;

Service Media - means all drains, sewers, water supply pipes and gas pipes, electricity wires and cables, telephone and other communication lines, rainwater goods and all other conductors and service utilities the use of which is common or mutual to the Units in the Development but expressly excluding any such Service Media exclusively serving any Proprietor's Unit.

Due Proportion - means in relation to the Proprietor of each Unit a fair and equitable share of the cost incurred having regard to the gross internal floor area of the Proprietor's Unit to the gross internal floor area of all Units in the Development.

SECOND

The Proprietors from time to time of the respective Units comprised in the Development shall possess rights of common property with each and every other Proprietor of a Unit in and to the Common Parts.

THIRD

Each Unit shall be held by the Proprietor thereof in all time coming under the obligation jointly with the other Proprietors of Units in the Development of, save to the extent taken over for maintenance and repair by the relevant local Authority upholding and maintaining in good order and repair from time to time and, when necessary, renewing the Common Parts of the Development. All reasonable expenses and charges incurred under the foregoing obligation and of any necessary work done or necessary services rendered in respect of the Common Parts shall be payable by the whole Proprietors of the Units in the Development according to each Proprietor's Due Proportion. In the event of the Proprietors failing to agree as to the necessity of any maintenance, repair or renewal such then may be referred by any Proprietor to an independent arbiter to be appointed, failing agreement, by the Proprietors by the President for the time being of the Law Society of Scotland and the decision of the said President shall be final, conclusive and binding on the Proprietors including any decision as to award of costs of such reference.

FOURTH

The common roads, access and turning areas, pavements and footpaths, shall be used by the Proprietors and their customers and visitors and those authorised by them for access and egress to and from the Units in the Development and, where appropriately designated, car parking purposes and for the purposes of loading and off-loading and for temporary visitors' parking where appropriately designated, PROVIDED ALWAYS that such rights and useage of the roads, access and turning area, pavements and footpaths are exercised in such a way so as not to cause inconvenience to the other users of such areas.

FIFTH

Not more than thirteen car parking spaces in the Development shall be specifically allocated for private use as such by all Proprietors or Tenants of the Units in the Development

SIXTH

The Proprietors and occupiers of Units 1 to 7 of the Development are expressly prohibited from selling or letting Units 1 to 7, or any of them, for use as a Bank, Building Society, Licensed Deposit Taker or Agency of any of the same.

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