



Title Information: ABN83331

Search summary

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Transaction number SCO-17656312

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Section A

ABN83331

Property

Date of first registration 20-12-2005

Date title sheet updated to 17-08-2015

Hectarage Code 0

Real Right OWNERSHIP

Map Reference NJ9309SW

Title Number ABN83331

Cadastral Unit ABN83331

Sasine Search 76943

Property address 118 PENNAN ROAD, ABERDEEN AB242UE

Description

Subjects 118 PENNAN ROAD, ABERDEEN AB24 2UE being the southwestmost third or top floor flatted dwellinghouse tinted pink on the Title Plan of the Tenement 106 to 120 (even numbers) PENNAN ROAD edged blue on the said plan. Together with (ONE) a right of property in common with the proprietor or proprietors of the flatted dwellinghouses 106, 110 and 114 Pennan Road in and to (First) the area of loft space situated immediately above the subjects in this Title and (Second) the mutual drying area which mutual drying area is tinted blue on the said plan; (TWO) a right of property in common with the proprietor or proprietors of the other flatted dwellinghouses comprising the said tenement in and to (First) the mutual paths and sola thereof tinted yellow on the said plan; (Second) the solum upon which the said tenement is erected which solum is edged blue on the said plan; (Third) the central area or loft space situated immediately above the stairwell of the said tenement; (Fourth) the entrance way, hallway, stairs and landings certain of which are tinted yellow on the said plan; (Fifth) the communal bin store tinted mauve on the said plan; and (Sixth) the roof above the said tenement, the outside supporting walls and gables of the said tenement except where such walls and gables are of common service to the said tenement and the adjoining tenement (excluding the windows and doors which shall be the separate property of the respective proprietors using the same), the chimney heads thereof (but not the chimney cans which will remain the individual property of the proprietors using the same) and all other items which are common or mutual to the subjects in this Title and the remainder of the said tenement; (THREE) a right of property in common with the proprietor or proprietors of the other dwellinghouses served by the items aftermentioned in and to (First) the wall separating the said tenement from the subjects 122 to 136 (even numbers) Pennan Road; (Second) the drying area and boundary enclosures thereof all as tinted brown on the said plan but excluding therefrom the rotary driers erected thereon and the sola of the supports therefore; and (Third) the sewers, drains, rain, soil and water pipes, gas pipes, electrical cables and connections and all other items which are common or mutual to the subjects in this Title and such other dwellinghouses; (FOUR) a right to use for the water supply, sewerage, drainage and for the electricity and gas supplies serving the subjects in this Title, all existing pipes, drains, sewers, electricity cables, water and gas mains; and (FIVE) a right of access to and over other subjects at all reasonable times to enter, examine and lay open such other subjects along the line of the drains, soil and other pipes belonging solely to the subjects in this Title or jointly to the subjects in this Title and said other subjects for the purpose of inspecting, maintaining, repairing, altering or renewing the said drains, soil and other pipes and cables and for any other necessary purpose, subjects always to the proprietor of the subjects in this Title being bound to restore or join with the proprietors of the other subjects concerned in restoring the said other subjects to their former state and condition and to repair or join with the said other proprietors in repairing any damage which the said other subjects may sustain in and through the operations necessary for the exercise of this said access; And in the event of any dispute arising between the proprietor of the subjects in this Title and the said other proprietors as to the rights and obligations of the proprietor of the subjects in this Title and such proprietors under this provision (FIVE) such dispute shall be submitted to arbitration.

Notes

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 1 of the Burdens Section.

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Section B

ABN83331

Proprietorship

SILVANA ESTELA SAMOS 14 Urquhart Terrace, Aberdeen, AB24 5NG.

Entry number	1
Date of registration	17-08-2015
Date of Entry	14-08-2015
Consideration	£109,925

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Section C

ABN83331

Securities

Entry number	1
Specification	Standard Security by said SILVANA ESTELA SAMOS to BANK OF SCOTLAND PLC incorporated under the Companies Acts in Scotland (Company Number SC327000), Registered Office The Mound, Edinburgh EH1 1YZ. Halifax Division, 1 Lovell Park Road, Leeds, West Yorkshire LS1 1NS.
Date of registration	17-08-2015

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Section D

ABN83331

Burdens

Number of Burdens: 1

Burden 1

Disposition by Aberdeen City Council (who and whose successors are hereinafter referred to as "the Disponer") to Lesley Grace Thomson and her executors and assignees (who and whose successors are hereinafter referred to as "the Disponee"), registered 20 Dec. 2005, of the subjects in this Title, (hereinafter referred to as "the Disposed Property"), contains the following burdens:

Part 1

Interpretation

1. In this Entry:

1.1 "Appropriate Share" means that proportion which the number of apartments (exclusive of kitchen and bathroom/shower room) contained in the Dwellinghouse bears to the total number of apartments (exclusive of kitchen and bathroom/shower room) contained in all the dwellinghouses concerned taken together.

1.2 "Arbitration" means arbitration by an arbiter to be appointed by agreement between the Disponer and the Disponees or, in the event of failure to agree, by an arbiter to be appointed by the Sheriff Principal of Grampian, Highland and Islands, at Aberdeen.

1.3 "Block" means the block of flatted dwellinghouses of which the Dwellinghouse forms part

1.4 "Common Property" means the common property referred to in the property section.

1.5 "Dwellinghouse" means the flatted dwellinghouse forming the Subjects (being the subjects in this Title).

1.6 "Larger Subjects" means ALL and WHOLE the areas of ground in Aberdeen (Firstly) and (Secondly) referred to in the Feu Disposition to the Corporation of the City of Aberdeen, recorded 13 Aug. 1946.

1.7 "Retained Subjects" means such parts of the Larger Subjects as remain in the ownership of the Disponer from time to time;

Part 2

Real Burdens

The following community burdens are imposed on the Disposed Property:

1. The Disponer shall be obliged to grant to the proprietors of the other dwellinghouses served by the drains, soil and other pipes passing through the Subjects access to and over the Subjects at all reasonable times to examine and lay open the Subjects along the line of the drains, soil and other pipes belonging to any one or more of the said dwellinghouses or jointly to any one or more of the said dwellinghouses and the Dwellinghouse on the subjects hereby disposed and that for the purpose of inspecting, maintaining, repairing, altering or renewing the said drains, soil and other pipes and for any other necessary purpose: Declaring that the proprietors of the dwellinghouses concerned or any of them as the case may be shall be bound to restore or join with the Disponee in restoring the Subjects to their former state and condition and to repair or join with the Disponee in repairing any damage which the Subject may sustain in and through the operations necessary for the exercise of the said access; And, in the event of any dispute arising between the Disponee and the said proprietors as to the rights and obligations of the Disponee and such proprietors under this paragraph 1, such dispute shall be submitted to Arbitration.

2. The Disponee shall be bound to uphold and maintain the Dwellinghouse in good habitable and tenantable condition and repair and when necessary to renew or rebuild the Dwellinghouse and such renewal or rebuilding shall be carried out by the Disponee within a period of two years. The Disponee shall be bound to keep the external paintwork of the Dwellinghouse in good condition. Further, no additional buildings or erections of any description whatsoever (including walls, fences or hedges) shall be placed on the Subjects and no external alterations of any kind shall ever be made upon the buildings erected or to be erected thereon.

3. The Disponee shall bear the Appropriate Share of the cost of maintaining the Common Property and all other things mutual or common to the Dwellinghouse and any other subjects; the proprietors of a majority of the dwellinghouses concerned shall have power to order works of maintenance, repair and renewal and the whole proprietors concerned, whether consentors or not, shall be bound to pay their respective share of the cost thereof.

4. The Disponee shall be bound to keep the Dwellinghouse and any part of the block attaching to the Dwellinghouse as a pertinent constantly insured against the prescribed risks, in terms of the Tenements (Scotland) Act 2004 or any future amendment thereof, with an established Insurance Company for the full reinstatement value of the Dwellinghouse and in the event of the Dwellinghouse or any part thereof being destroyed or damaged by fire or any other natural hazard, the Disponee shall be bound to apply the proceeds of such insurance in restoring the Dwellinghouse or such part thereof as has been destroyed or damaged.

5. The Dwellinghouse shall be used as a self-contained dwellinghouse only and shall not at any time be occupied by two or more separate families or used for any purpose other than as a private dwellinghouse and the Dwellinghouse shall not at any time be used as or converted into a shop or business or commercial premises and in particular, but without prejudice to the foregoing generality, shall not at any time be used for the purpose of keeping a public house or tavern or clubhouse licensed for the sale of alcoholic liquor or for

the purpose of selling or keeping for sale spirits, wines or malt liquors; Furthermore no trade or manufacture shall be carried on upon the Subjects nor shall any use be made of the Subjects which shall be deemed a nuisance or which may occasion disturbance or annoyance to any of the neighbouring proprietors or their tenants or which may injure the amenity of the neighbourhood.

6. Any garden ground forming part of the Subjects shall, so far as lying in front of the rear building line of the Dwellinghouse, be used only as ornamental or garden ground and the said garden ground behind said building line shall be used exclusively as ornamental or garden ground or as a drying green for bleaching or drying clothes and for no other purpose whatsoever and the whole of the said garden ground shall be kept in a clean and tidy condition and free from all rubbish, refuse and weeds.

7. The proprietor or proprietors for the time being of a majority of the dwellinghouses contained in the Block shall be entitled to carry out upon the Block the following operations, videlicet the provisions of cavity wall insulation and the installation of a door entry system, and any proprietors of dwellinghouses in the Block who do not consent to the carrying out of either of the said operations nevertheless be bound to pay their appropriate share of the costs thereof.

8. The Disponee shall pay to the Disponer, at such times as the Disponer shall in their sole discretion consider to be expedient, the Appropriate Share of the cost of providing all communal services including, without prejudice to the said generality, heating, lighting, caretaker's wages and expenses, cleaning, and the maintenance of amenity areas, lifts (including lift shafts and all lift machinery) refuse disposal equipment, laundry facilities, pumps, television amplification systems and aerials, generators and fans.

9. The Disponee shall not keep nor suffer to be kept any animals in or about the Subjects without the prior written consent of their neighbours whose consent shall not be unreasonably withheld subjects to the proviso that where there exists written consent from the Disponer, as Landlord, to the Disponee, as Tenant, for a particular type of animal or animals, and the terms of that consent are not exceeded, no further consent will be required.

10. The Disponer shall at pleasure be entitled to make or allow to be made such alterations or deviations as they may think fit to the Retained Subjects, or roads or drains thereof or even to depart entirely therefrom and to dispose of any and all parts of the Retained Subjects for such purposes as they may think fit and in the event of their doing so the Disponee shall have no right or title to object thereto and shall have no claim in respect thereof.

11. The Disponer shall be obliged to grant to the proprietors of the dwellinghouses erected on the ground adjoining the Subjects access over the Subjects for the purposes of maintaining, repairing and renewing the buildings (including the cleaning of windows) and the boundary walls, fences and hedges and all other items to which the said proprietors have an exclusive or common right or property subject to the said access being exercised at a reasonable time and upon reasonable notice; declaring that in the event of loss or

damage to the Subjects arising out of or as a result of the exercise of the said access the said proprietors shall forthwith make good said loss or damage at their sole expense.

12. The Donee shall be bound to join with the other proprietors concerned in maintaining, repairing, and where necessary renewing the Common Property.

13. In the event of there being in existence at the date of this Disposition being 1 Nov. 2005, a communal system for relaying television broadcast programmes hereinafter referred to as "the relay service" to the Dwellinghouse, and other subjects within the Larger Subjects, the following provisions shall apply:-

13.1 The Donee shall have the right to use the relay service and to connect thereto domestic television receivers only.

13.2 It shall be in the power of the Disposer to suspend, discontinue or terminate the relay service at any time on giving reasonable notice to the Donee of such suspension, discontinuation or termination; and it is further provided that so long as the Disposer is the proprietors of the majority of the dwellinghouses served by the relay service, the Disposer, having given prior notice to the Donees of their intention so to do, may at their option update, upgrade, renew or replace the relay service and in that event the rights of the Donee to use the relay service as to updated, upgrades, renewed or replaced and on making connection thereto as aforesaid shall be conditional on his making payment to the Disposer of the appropriate share of the cost incurred by the Disposer of updating, upgrading, renewing or replacing the relay service as aforesaid.

14. In the event that the subjects form part of a block of flatted dwellinghouses of over two storeys, the Donee is prohibited from using bottled gas cylinders within the Dwellinghouse or the Block.

Part 3

Reservations

The following right in property is reserved to the Disposer:

The whole mines and minerals of whatsoever nature, coal, shale, limestone, marl, ironstones, clay, firestone, slate, marble, and other stone and all other mines, metals, minerals and fossils, though not hereinbefore specially enumerated, within and under the Disposed Property, subject always to the terms of both the Coal Act 1938 and the Coal Industry Nationalisation Act 1946, with full power and liberty to the Disposer or any person authorised by them but without entering on the surface of the subjects hereby disposed 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, in the event of the Disposer or their successors exercising any of the said reserved rights or powers, they shall be bound to make payment to the Donees in respect of all damage which may be thereby occasioned to the surface of the Disposed Property or to the buildings thereon, and such damage shall, failing agreement, be ascertained by Arbitration.

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LAND REGISTER
OF SCOTLAND

Officer's ID / Date

6709
27/7/2016

TITLE NUMBER

ABN83331



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

NJ9308NW NJ9309SW

Survey Scale

1/1250

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