



Version date

15/09/2023

TITLE NUMBER

**AYR134020**



BRITISH NATIONAL GRID  
EASTING/NORTHING

50m

226755, 642325

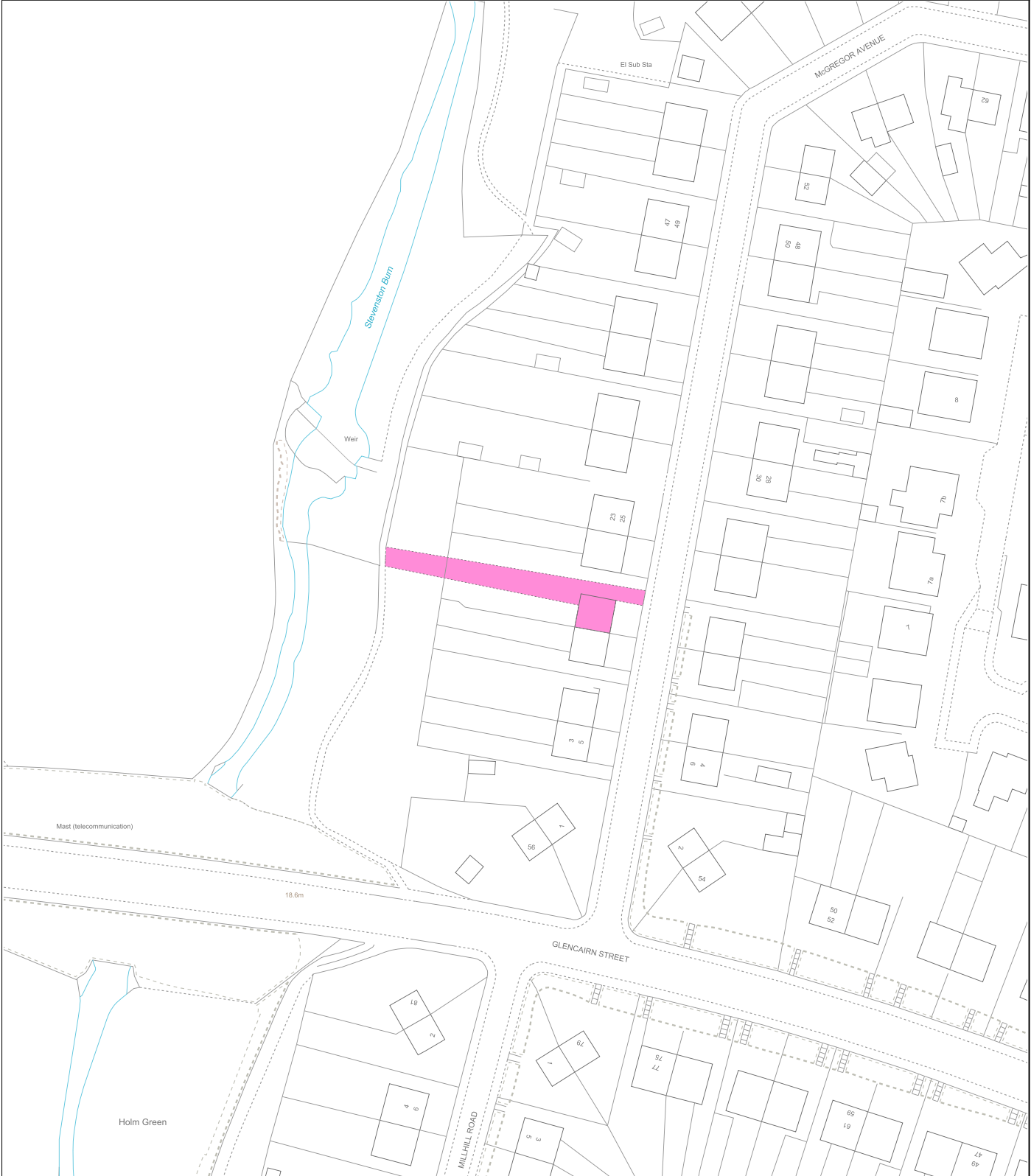
Survey Scale



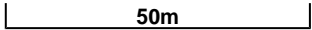
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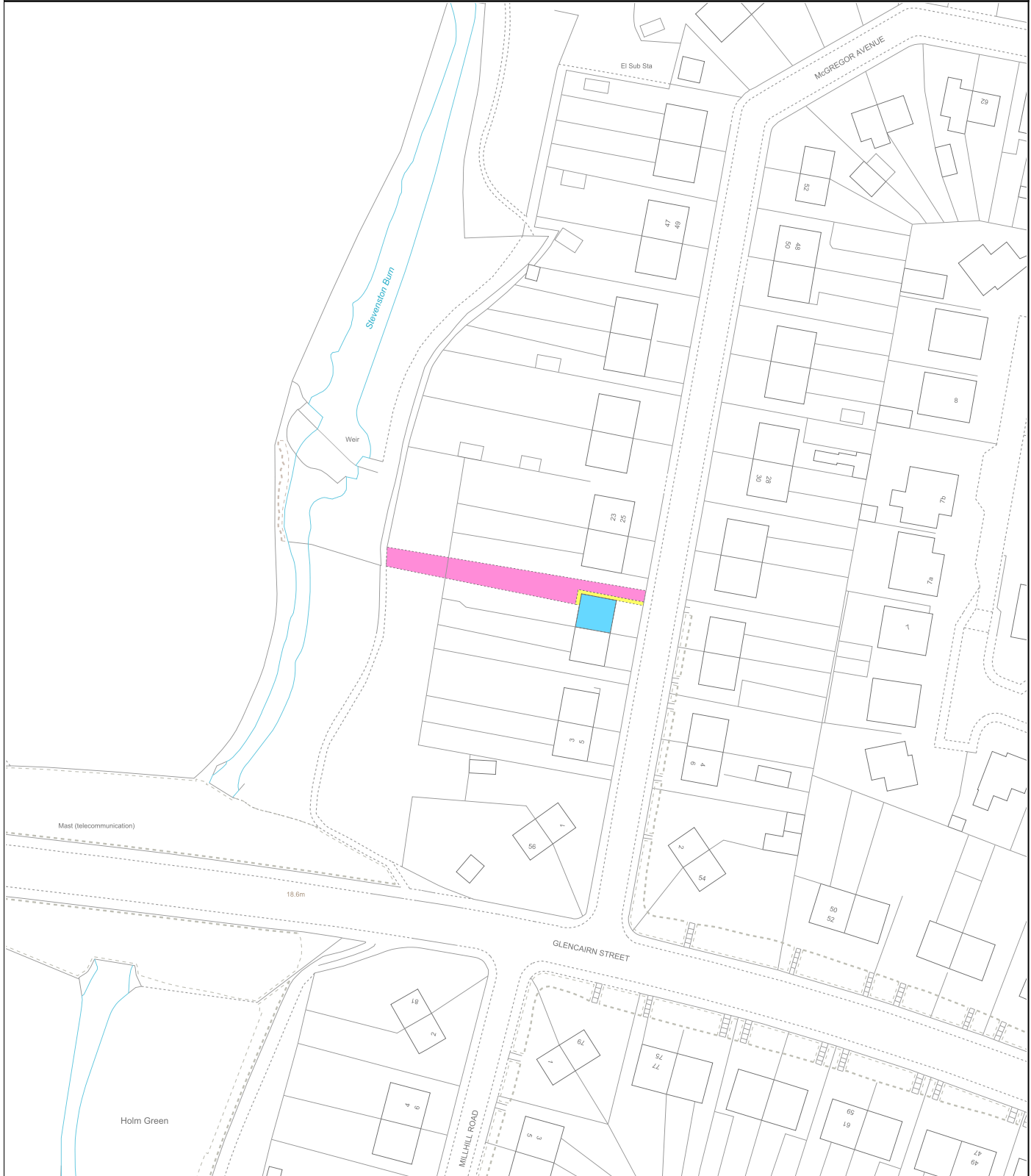
Print Scale

1:1250 @ A4

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 LAND REGISTER OF SCOTLAND	Version date	Additional Cadastral Map View/Supplementary Data	
	15/09/2023	<b>AYR134020-1</b>	
 BRITISH NATIONAL GRID EASTING/NORTHING	 50m		
	<b>226755, 642325</b>	Survey Scale	Print Scale
	1:1250	1:1250 @ A4	
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TITLE NUMBER AYR134020

A 1

## A. PROPERTY SECTION

**DATE OF FIRST REGISTRATION**  
13 SEPT 2023

**DATE TITLE SHEET UPDATED TO**  
06 OCT 2023

**REAL RIGHT**  
OWNERSHIP

### DESCRIPTION

Subjects part of cadastral unit AYR134020 tinted pink on the cadastral map being 17 MCGREGOR AVENUE, STEVENSTON KA20 4BA being the flat tinted blue on supplementary data 1 on the upper floor of the block 15 and 17 MCGREGOR AVENUE with the path and ground tinted yellow and pink on supplementary data 1. Together with (First) a right of property in common with the proprietors of the ground floor dwellinghouse 15 McGregor Avenue, aforesaid in and to (One) the outside containing walls, foundations, the roof over the said dwellinghouses, the chimney stacks but not the chimney pots cans thereon and vents and the whole cisterns, tanks, drains, pipes, cables, rhones, conductors and others which are common or mutual to the proprietors of the said upper and lower floor dwellinghouses and (Two) the boundary walls and fences; (Second) a right of access so far as is necessary and on all proper occasions over adjoining areas of ground for the purpose of repairing and maintaining the said upper floor dwellinghouse and for all other necessary purposes on condition only of restoring any damage thereby caused; and (Third) a servitude right to lead sewers, drains, rainwater, soil, waste and water supply pipes, electric cables and other transmitters existing through the said ground floor dwellinghouse and adjoining subjects belonging with all necessary rights of access thereto for the cleaning, maintenance and repair of the same on condition only of restoring any damage thereby caused.

Note 1           The minerals are excepted. The conditions under which the minerals are held are set out in the Feu



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TITLE NUMBER AYR134020

A 2

**A. PROPERTY SECTION**

Contract and the Feu Disposition in Entries 1 and 2 respectively of the Burdens Section.

Note 2

Further information relating to the particular boundaries of the plot is narrated in the Feu Disposition by Cunninghame District Council to Helen Grier, recorded G.R.S. (Ayr) 10 Oct. 1994.



# LAND REGISTER OF SCOTLAND



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TITLE NUMBER AYR134020

B 1

## B. PROPRIETORSHIP SECTION

### ENTRY PROPRIETOR

#### NO

1 AMPG LIMITED a Company incorporated under the Companies Acts, (Company Number 07135556), and having its Registered Office at 2 Fen View, Doddington, March.

**DATE OF  
REGISTRATION**  
13 SEPT 2023

**CONSIDERATION**  
£26,500

**DATE OF ENTRY**  
07 SEPT 2022



# LAND REGISTER OF SCOTLAND



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TITLE NUMBER AYR134020

C 1

## C. SECURITIES SECTION

**ENTRY  
NO**

**SPECIFICATION**

**DATE OF  
REGISTRATION**

No Entry



## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

- 1 Feu Contact containing Feu Disposition by Trustees of Patrick Warner (who and whose successors are hereinafter referred to as "the Superiors") to County Council of the County of Ayr and their assignees, recorded G.R.S. (Ayr) 6 Sep. 1935, of (In the First Place) a plot of ground comprising (I) 18 acres 1 rood 22 poles 16.50 square yards (II) 27 poles 7.25 square yards and (III) 1 rood 14 poles 21.50 square yards and (In the Second Place) a plot of ground comprising (I) 2 acres 3 roods 24 poles 12 square yards and (II) 1 acre 11 poles 23.25 square yards (hereinafter referred to as "the feu"), contains the following burdens:

EXCEPTING and RESERVING to the Superiors the whole coal, limestone, ironstone, freestone, fireclay and all other metals and minerals in the feu, with liberty to work, win and carry away the same, declaring that the Superiors and their lessees or others deriving right from them shall not be liable for any damage to the surface of the feu or to any buildings erected or to be erected thereon in consequence of the said workings but the Superiors shall not be entitled to sink any pit or pits upon the surface of the feu.

- 2 Feu Disposition by Cunninghame District Council to Helen Grier and her executors and assignees (hereinafter referred to as "the Feuars"), recorded G.R.S. (Ayr) 10 Oct. 1994, of the subjects in this Title, contains the following burdens:

(One) There is reserved to us and our successors as proprietors of the ground floor dwellinghouse forming 15 McGregor Avenue, Stevenston a heritable and irredeemable servitude right of pedestrian access through the subjects hereby tinted pink on supplementary data 1 over the footpath tinted yellow on said supplementary data 1; Declaring that we and our successors as proprietors of the said subjects 15 McGregor Avenue, aforesaid shall be bound to pay to the Feuars a one half share of the



D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

cost of maintaining in good order and repair the said footpath tinted yellow on said supplementary data 1;

(Two) There is reserved to us and our successors as proprietors of the said ground floor dwellinghouse and adjoining subjects a right to enter upon and open up the surface of the subjects hereinbefore disposed (hereinafter referred to as "the Feu") for purposes of inspection, maintenance, opening, lifting, repairing and renewing all common drains and sewers and others and for all other necessary purposes of maintenance and repair with access to the Feu for such purposes subject always to the restoration of any damage occasioned by the exercise of such rights;

(Three) There is reserved to us and our successors as proprietors of the said ground floor dwellinghouse a right of access so far as necessary and on all proper occasions through the said upper floor dwellinghouse to the common parts and portions of the said two storey building and the right to use and maintain any existing cisterns, tanks, drains, mains, meters, pipes, cables, rhones, conductors and others which pass through the subjects hereby disposed but serve the said ground floor dwellinghouse on condition only of restoring any damage thereby caused;

(Four) The Feuars shall maintain the common drains and sewers and others in good order and repair and shall pay an equitable share of the cost of such maintenance, repair and renewal;

(Five) There are reserved to us and our successors the whole mines, metals, minerals and other substances in and under the Feu with full power to us or our foresaids or our mineral lessees to search for, work, win and carry away the same in such manner as we or the said lessees may think proper but that without entering upon or breaking the surface of the feu for such purposes; Declaring that the Feuars shall be entitled





D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

to compensation for all damage that may be done to the Feu including the buildings and other erections thereon by any such workings payable by us in the event of our carrying out such workings or by our said lessees who shall be taken bound by us to make good all such claims against whom only in that event the Feuars claim shall lie; All questions of liability for and quantum of compensation shall failing agreement in writing between the parties concerned be determined by arbitration;

(Six) There are reserved to us and our foresaids all coins or other articles of value intrinsic or otherwise which may be found beneath the surface of the Feu and all necessary rights of access for us and our successors, our servants or contractors for the purpose of inspection of buildings, fences, drainage, sewerage and other like operations located or erected on adjoining or contiguous subjects; Declaring that the party or parties exercising such right shall be bound to restore all damage caused by such operations to the surface of the Feu to an equivalent standard to that in which it was immediately prior to the commencement of such operations;

(Seven) There is reserved to us and our foresaids and our nominees the right to lead wires, cables and other equipment in and through the Feu to adjoining and contiguous subjects for all necessary purposes including a television relay system with access thereto on all necessary occasions for the purpose of laying, attaching, repairing, maintaining, renewing, enlarging and removing the same and for all other relative works under declaration that the party or parties exercising such right shall be bound to restore all damage caused by such operations to the surface of the feu and the buildings erected thereon to a standard equivalent to that in which they were immediately prior to such operations;

(Eight) The Feuars by acceptance hereof accept the said dwellinghouse and other erections on the Feu as in good order



D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

and repair and shall be bound at their own expense to maintain the same in good order and repair and when necessary to re-erect the said dwellinghouse and others to the satisfaction of us and our foresaids; maintenance and re-erection of the said dwellinghouse and others shall be at the sole expense of the Feuars; Any operations, alterations, repairs, renewal or maintenance on, of or to the common parts of the building effected by us or our foresaids shall be at joint expense of the proprietors having an interest therein; Any such operations, alterations, repairs, renewal or maintenance by the Feuars shall not be instructed and effected except after obtaining the written consent of us or our foresaids and shall be effected at their sole expense and, subject as aftermentioned, we and our successors having no responsibility or liability therefor; Declaring that in the event of the said date of entry hereunder any operations, alterations, repairs, renewal or maintenance on, of or to the common parts of the building comprising the upper and ground floor dwellinghouse shall be carried out at the joint expense of the Feuars and of the other proprietors having an interest therein from and after the date of entry under the sale of the said ground floor dwellinghouse; No re-erection of the said dwellinghouse shall commence until full and detailed plans thereof shall have been submitted to and approved by us or our foresaids and the Feuars shall not make any external alterations or additions to the said dwellinghouse and others nor erect any additional buildings or structures on any part of the said plot or area of ground without our prior written consent; The Feu in so far as not occupied by the said dwellinghouse and others shall be laid out as garden ground, internal pathways and others to our satisfaction and thereafter maintained in a neat and tidy condition; The Feu and erections thereon shall be kept regularly painted and free from undue deposit of waste or other materials or articles or things which may in our sole opinion be deemed offensive or a nuisance or injurious to amenity and the Feuars shall generally keep the Feu in a neat, clean and tidy condition;



D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

(Nine) The Feuars shall be bound to keep the said dwellinghouse hereby disposed and all other buildings erected on the Feu constantly insured against loss or damage by fire with an established Insurance Company for the full reinstatement value thereof and to produce to us and our foresaids if asked the Policy or Policies of Insurance and the Premium Receipts therefor; In the event that the said dwellinghouse or any other erections on the Feu are destroyed or damaged by fire all sums received by the Feuars in respect of such insurance shall be applied towards the making good and restoring of all loss and damage caused by such fire to the sight and satisfaction of us and our foresaids and the dwellinghouse or any other erection so damaged shall be restored or if necessary re-erected to the satisfaction of us and our foresaids;

(Ten) The Feu and the said dwellinghouse and others erected thereon shall be used as a private dwellinghouse and relative offices for the occupation of one family only and not otherwise and shall not be divided or constructed for the occupation of more than one family; It shall not be lawful nor in the power of the Feuars to carry on upon the Feu or in the said dwellinghouse or other erections any business, profession, trade or work or to occupy or use the said dwellinghouse and other erections for any other purpose than as a private dwellinghouse and relative offices or to use the Feu or the buildings thereon or to permit the same to be used for any purpose which may in our sole opinion be a nuisance or cause inconvenience to us or any other proprietors or occupiers of premises in the neighbourhood or the public in general or which may in our said opinion be injurious to amenity;

(Eleven) The Feuars are hereby prohibited from erecting, affixing or exhibiting on or about the Feu or the dwellinghouse and other erections thereon any advertisements, signs or hoardings, signboard, noticeboard, illuminated sign or any



D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

article of any kind, from depositing rubbish, garden refuse or other waste matter on property adjoining the Feu, and from keeping animals or birds in or about the Feu or the dwellinghouse and other erections thereon without our prior written consent save that one dog and/or one cat may be kept without such permission which dog and/or cat shall not prove a nuisance to the occupiers of the neighbouring subjects and we and our foresaids shall have the sole discretion to determine whether or not such dog and/or cat constitute a nuisance; and

(Twelve) All matters which fall to be determined by arbitration in accordance with the specific provisions to that effect herein contained shall be submitted to the amicable and final decision of a single arbiter to be mutually chosen or failing agreement such arbiter as is appointed by the Sheriff of North Strathclyde at Kilmarnock upon application of either party; And the parties bind themselves to implement to each other whatever the arbiter shall determine by Decree or Decrees arbitral, interim, partial or final and the parties consent to registration of all such Decrees arbitral for preservation and execution.