



Title Information: LAN12699

Search summary

Date/Time of search	26-04-2024 11:11:08
Transaction number	SCO-17928923
User Reference	massie

Section A**LAN12699**

Property

Date of first registration	14-06-1985
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Date title sheet updated to	19-04-2022
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Hectarage Code	0
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Real Right	OWNERSHIP
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Map Reference	NS6254SW
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Title Number	LAN12699
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Cadastral Unit	LAN12699
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Sasine Search

Property address	19 DUNBAR HILL, EAST KILBRIDE, GLASGOW G74 1EZ
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Description

Subjects 19 DUNBAR HILL, EAST KILBRIDE, GLASGOW G74 1EZ edged red on the Title Plan together with a right of common property jointly with the proprietor of the adjoining dwellinghouse known as Seventeen Dunbar Hill, aforesaid in and to parts of the common close and path giving access to the rear of the two adjoining dwellinghouses 17 and 19 Dunbar Hill as the said parts of the common close and path are tinted yellow and brown on the said plan with the solum thereof and the ceiling of the said common close but excepting therefrom the parts on the upper floor of the adjoining dwellinghouse tinted brown on the said plan.

Notes

1. As to the parts tinted yellow on the Title Plan, only a right of common property with the proprietors of 17 Dunbar Hill to the common close and path with the solum thereof and the ceiling of said common close is included in this Title.

2. As the part tinted brown on the Title Plan, only a right of common property with the proprietors of 17 Dunbar Hill to the common close and path with the solum thereof and ceiling of said common close, under exception of the upper floor of 17 Dunbar Hill is included in this Title.

3. As to the part tinted blue on the Title Plan, only the upper floor of 19 Dunbar Hill together with a right of common property with the proprietors of 17 Dunbar Hill to the common close and path with the solum thereof and ceiling of said close is included in this Title.

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

Boundaries

The boundaries between points indicated on the Title Plan are as follows:

A-B Outer Face

C-D Outer Face

E-F Centre Line

F-G Centre Line

G-H Centre Line

H-J Outer Face

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Section B**LAN12699**

Proprietorship

EMMA MASSIE 8 Gilderdale, East Kilbride, Glasgow, G74 4NJ and HANNAH DAVIDSON 15 McCallum Place, East Kilbride, Glasgow, G74 4SL equally between them.

Entry number	1
Date of registration	29-03-2022
Date of Entry	28-03-2022
Consideration	£120,000

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Section C**LAN12699**

Securities

Entry number

1

Specification

Standard Security by said EMMA MASSIE and HANNAH DAVIDSON to LENDINVEST SECURITY TRUSTEES LIMITED incorporated in England under the Companies Acts (Company Number 08743617) registered office at 8 Mortimer Street, London England W1T 3JJ.

Date of registration

01-04-2022

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Section D

LAN12699

Burdens

Number of Burdens: 1

Burden 1

Feu Contract containing Feu Disposition by East Kilbride Development Corporation (who and whose successors are hereinafter referred to as "the Superiors") to William George Thorburn and Anne McRae Thorburn and their executors and assignees ("the feuar"), recorded G.R.S. (Lanark) 20 Jul. 1981, of the subjects in this Title (hereinafter referred to as "the feu") contains the following burdens:

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FIRST. There are reserved (One) to the Superiors (a) the whole mines, metals, minerals and other substances in and under the feu (other than "petroleum" as defined in the Petroleum (Production) Act 1934, and coal or mines of coal and rights annexed thereto as defined in the Coal Act 1938, and now vested in the National Coal Board in virtue of the Coal Industry Nationalisation Act, 1946) with full power to the Superiors by themselves or their mineral lessees, to search for, work, win and carry away the same and those in and under adjacent subjects, in such manner as the Superiors or their said lessees may in their uncontrolled discretion think proper, except that there shall be no entering upon or breaking of the surface of the feu for the purpose of any such workings; declaring that the Feuar shall be entitled to compensation for all damage that may be done to the feu, including the buildings and others erected thereon and the walls, entranceways, pathways and drains thereof, by any such workings, payable either by the Superiors in the event of such workings being carried out by them, or by their said lessees who shall be taken bound by the Superiors to make good all such claims by the Feuar and against whom only in that event the Feuar's claims shall lie; and all questions as to the liability for and the amount of compensation which may be payable to the Feuar shall, failing agreement in writing between the parties concerned, be determined by arbitration in manner after specified; (b) all coins or other articles of value, intrinsic or otherwise, which may be found beneath the surface of the feu; and (c) all necessary access to the feu (i) for the purpose of the inspection of the dwellinghouse and others thereon and any subsequent building, fencing, drainage, sewerage and other like operations thereon, and of the state of maintenance by the Feuar of the whole buildings erected thereon and the hedges, entranceways, pathways, drains and others thereof; and (ii) generally, with regard to the construction, demolition, alteration, repair and maintenance of any subjects adjoining or contiguous to the feu declaring that the Superiors and all others having access for all or any of the purposes of sub-clause (ii) hereof shall be bound to restore all damage caused by their operations to the surface of the feu up to a standard reasonably equivalent to that in which it was immediately prior to the commencement of such operations; and (Two) to the Superiors and their nominees the right to lead wires, cables and other equipment for the installation or provision on the feu and the buildings erected on the feu and in adjoining and contiguous subjects of

a wired radio/television relay system through the feu and the buildings erected on the feu, together with right of access to the feu and the buildings erected on the feu on all necessary occasions for the purpose of laying, attaching, repairing, maintaining, renewing, enlarging and/or removing the same and for all other relative works; declaring that the Superiors and all others having access for all or any of the purposes of this sub-clause shall be bound to restore all damage caused by their operations to the surface of the feu and the buildings erected on the feu up to a standard reasonably equivalent to that in which they were immediately prior to such operations. SECOND. The Feuuar shall be bound at his own expense to maintain in good order and repair, and when necessary (owing to the condition thereof) to re-erect the dwellinghouse and others on the feu, such maintenance and re-erection to be all to the satisfaction of the Superiors; and the maintenance and re-erection of said dwellinghouse and others shall all be at the sole expense of the Feuuar, save and in so far as any such maintenance and/or re-erection is in respect of parts common or mutual to said dwellinghouse and an adjoining dwellinghouse in which case, in the event of the Feuuar having borne the expense thereof, he shall be entitled to recover one-half of such expense from the adjoining proprietor, or in the event of the adjoining proprietor having borne the expense thereof, the Feuuar shall be bound to repay him one-half of such expense; declaring that any question between the Feuuar and the adjoining proprietor as to whether any such maintenance and/or re-erection (whether completed or proposed) is wholly or partly in respect of a part or parts common or mutual as aforesaid and any other question arising in respect thereof shall, failing agreement in writing between the parties concerned, be determined by arbitration in manner after specified; and the said dwellinghouse and others shall not be re-erected unless and until full and detailed plans and specifications thereof, showing inter alia, but without prejudice to the generality, the sites, building lines, elevations, floor plans, designs and external colour schemes of the said dwellinghouse and others, and the materials to be used in the construction of the same, shall have been submitted to and approved by the Superiors in writing, in all respects, prior to the commencement of any building operations; and the Feuuar shall not make any external alterations or additions to the said dwellinghouse and others nor erect (whether by building, affixing, placing or in any other manner) any aerials or external fittings of any kind, or any additional buildings or structures (including in the generality a greenhouse or gardenhouse) on any part of the feu, without the written consent of the Superiors and without the prior submission and approval as aforesaid of plans and specifications of all such alterations, aerials, fittings or additions; where plans and specifications of alterations or others have been approved as aforesaid, the Feuuar shall be bound at his own expense to erect and complete on the feu such altered and additional buildings and structures and others within two years of the granting of approval by the Superiors as aforesaid; and all such altered and additional buildings and others shall be maintained and when necessary re-erected by the Feuuar in manner above provided for the maintenance and re-erection of said dwellinghouse and others; the Feuuar shall not be entitled as an individual to paint or decorate the common close between the dwellinghouses 17 and 19 Dunbar Hill or in any way whether as an individual or otherwise to alter the outside appearance of any part of the walls, door (if any) or the ceiling thereof it being expressly provided that in order to preserve the uniformity of the outward appearance thereof all such painting and decoration thereof shall be carried out by the proprietors for the time being of all the two adjoining dwellinghouses, as a single mutual operation; all such painting and decoration shall be carried out as often as reasonable required by the

Superiors and shall be in accordance with the colour scheme or schemes submitted to and approved in writing by the Superiors and the cost of such painting and decoration and of the repairs to said common close shall be borne equally by the Feuar and the proprietor for the time being of the said adjoining dwellinghouse; and in so far as the feu is not occupied by said dwellinghouse and others the same shall be laid out as garden ground, internal pathways, steps and others to the satisfaction of the Superiors, which garden ground and the said internal pathways, steps and others, and entranceways and others shall all be maintained by the Feuar in a clean and tidy condition and in good order, and when necessary owing to their condition, repaired or renewed where appropriate all as the case may be to the satisfaction of the Superiors; and the Feuar shall keep the said subjects in a neat and tidy condition and free from weeds at all times and shall keep the grass within the feu regularly cut and all internal hedges pruned and cleaned, all to the satisfaction of the Superiors. THIRD. The Feuar shall be bound (One) at his own expense to maintain in good order and repair to the satisfaction of the Superiors the precast concrete kerb situated on the West boundary of the feu between the points lettered A and B on the Title Plan: and (Two) to maintain in good order and repair as aforesaid and mutually with the adjoining proprietors (a) the hedges situated on the Northmost and Eastmost boundaries of the feu between the points lettered E and F, and F and G respectively on the Title Plan; and (Two) to maintain in good order and repair as aforesaid and mutually with the adjoining proprietors (a) the hedges situated on the Northmost and Eastmost boundaries on the feu between the points lettered E and F, and F and G respectively on the Title Plan; and the mutual division walls between the dwellinghouse erected on the feu and the adjoining dwellinghouse; And save as aforesaid no walls, kerbs, fences, railings, trees, hedges, gates or others shall be erected and/or planted on the feu without the prior written consent of the Superiors. FOURTH. (a) the Superiors grant to the Feuar a free servitude right of wayleave in common with the Superiors or the purchasers as the case may be for the time being of the dwellinghouses known as Number Fifteen and Seventeen Dunbar Hill, aforesaid under and through the garden ground of the said last mentioned dwellinghouses, for the purpose of conveying roof and surface water and foul effluent through the existing common drains and sewers laid within the garden ground of the said last mentioned dwellinghouses; (b) there is reserved to the Superiors and to the purchasers as the case may be of the said last mentioned dwellinghouses a free servitude right of wayleave under and through the garden ground of the subjects in this Title for the purpose of conveying roof and surface water and foul effluent through the existing common drains, sewers and others laid within the said garden ground of the subjects in this Title: Declaring that:- (i) so long as the said other dwellinghouse served by the said drains and sewers remain unsold, the Superiors shall maintain the said drains and sewers (and any relative manholes, manhole covers and others) in good order and repair and when, in their sole opinion, necessary owing to the condition thereof repair and renew the same, and the Feuar shall be bound to pay to the Superiors a one-third share of the cost of such maintenance, repair and renewal and of any other relative works; further declaring that a certificate granted by an authorised official of the Superiors shall be final in determining the amount of such one-third share of said cost; (ii) if and when the Superiors shall have sold the said other dwellinghouse served by said drains and sewers and others, the Feuar shall be bound along with the purchaser thereof to maintain, repair and when necessary in the Superiors' opinion, owing to the condition thereof, to renew said drains, sewers and others as aforesaid all to the satisfaction of the

superiors in all time coming, and the cost of such maintenance, repair and renewal of the said drains and sewers and others and of other relative works, shall be borne equally by the Feuar and the said purchaser; and (iii) the persons bound to maintain, repair and when necessary renew the said drains, sewers and others in accordance with (i) or (ii) above shall have full right and power in all time coming on all necessary occasions to enter upon and open up the surface of the garden ground of the adjoining dwellinghouses 15 and 17 Dunbar Hill and of the subjects in this Title for the purpose of (a) inspecting, maintaining, opening, lifting, repairing and renewing said drains and sewers and others and for (b) other relative works, but under burden of making good any loss or damage caused by said operations and restoring the surface of the ground to the condition in which it was prior to the said operations all to the satisfaction of the Superiors, such making good and restoration being treated as part of the relative works above mentioned. FIFTH. The Superiors have provided an efficient drainage system for the Feu and the buildings and others erected thereon comprising connections from said buildings and others to the common drains and sewers serving the said feu and said buildings and others erected thereon and other subjects now or formerly belonging to the superiors. The Feuar shall be entitled to keep the feu and buildings and others erected thereon connected to said common drains and sewers and shall be bound at his sole expense to maintain said connections in good order and repair to the satisfaction of the Superiors in all time coming. SIXTH. The Feuar shall be bound to keep the said dwellinghouse and all other buildings erected on the feu constantly insured against loss or damage by fire with an established Insurance Company, for the full rebuilding value thereof from time to time, all as approved in writing by or on behalf of the Superiors, and to produce to the Superiors from time to time when required, the Policy or Policies of Insurance and the receipts for payment of the renewal premiums thereon; and in the event of the said dwellinghouse or any of said buildings and others or any of them being destroyed or damaged by fire, all sums to be received by the Feuar in respect of such Insurance shall be in the first instance applied towards the payment of any sums of money due by the Feuar to the Superiors, and as regards the balance thereof expended only at the sight and to the satisfaction of the Superiors in making good and restoring all loss or damage caused by such fire to the said dwellinghouse and/or any of said buildings and others, which shall, in any event, be restored or if necessary re-erected by the Feuar, so as to be in all respects consistent with the provisions and obligations contained in this Feu Contract; and in the event of the Feuar failing to effect the Insurance, or at any time failing to exhibit the Policies when called upon or to pay the renewal premiums thereon and exhibit the receipts therefor, if so required, within fourteen days after the due date thereof according to the Policies, the Superiors shall be entitled to effect or maintain such Insurance and the Superiors shall be entitled to exact and receive from the Feuar all expense so incurred together with interest on all such expense at the rate of five per centum per annum from the date when incurred until paid; declaring that the Feuar shall be bound to make good all loss or damage caused by fire, or if necessary to re-erect said buildings and others as herein provided, within the period of two years from the date of such loss or damage or destruction of said buildings and others. SEVENTH. The Feu and the said dwellinghouse and others erected or to be re-erected thereon in terms of these presents shall always be used and appropriated to and for use as a private dwellinghouse and relative offices for the occupation of one family only and not otherwise, and the said dwellinghouse and others shall not be divided or re-constructed for occupation of more than one family. It shall not be

lawful to nor in the power of the Feuar to carry on upon the feu or in the said dwellinghouse and others any business, profession, trade or work without the prior written consent of the Superiors, or to occupy or use the said dwellinghouse and others purpose than as a private dwellinghouse and relative offices of the description foresaid or to use the feu or the buildings thereon or to permit the same to be used for any purpose which may, in the sole opinion of the Superiors, be a nuisance or cause inconvenience to them, or any of their feuars and/or tenants or any other proprietors or occupiers of premises in the neighbourhood or the public in general, or which may in said opinion, be injurious to amenity; and the Feuar is hereby prohibited, without the prior written consent of the Superiors (i) from excavating and removing from the feu any earth, sand, gravel, stone or any other minerals whatsoever, except the minimum necessary in connection with any building and other operations in terms hereof; (ii) from erecting, affixing or exhibiting on or about the feu or buildings and others erected thereon, or any part thereof (including, without prejudice to the said generality, the painting, cutting, marking or lettering of the exterior of said buildings and others), any advertisement sign or hoarding, signboard, notice board, illuminated sign or any article of any kind; (iii) from failing to occupy the feu or the buildings and others erected thereon; (iv) from keeping on the feu any motor vehicle or any trailer or trailer caravan or any other vehicle of any kind whatsoever otherwise than in any garage erected on the feu; (v) from keeping animals or birds in or about the feu or the buildings and others erected thereon (but excluding one dog, cat and two cage birds); or (vi) from felling or removing any trees on the feu; and the Feuar shall at all times keep the whole buildings and others regularly painted in accordance with a colour scheme or schemes to be submitted to and approved of in writing by the Superiors and all to their satisfaction and shall keep the whole of the feu free from undue deposit of waste or other materials or articles (not being waste), or things which may, in the sole opinion of the Superiors, be deemed offensive or a nuisance or injurious to amenity; and he shall generally keep the feu in a neat, clean and tidy condition; and the whole interior drainage system of the feu shall, at all times, be kept by the Feuar in efficient working order and condition so as not to cause any nuisance, and no pungent or obnoxious waste, or oil, grease or other deleterious or injurious matter or gas, shall be allowed to enter the drains or sewers or any open running water. EIGHTH. 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 appointed by the parties or, failing agreement as to such appointment, of an arbiter to be appointed by the Sheriff Principal of the Sheriffdom of South Strathclyde, Dumfries and Galloway or any of his Sheriffs at Hamilton 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. NINTH. It is declared that in the event of any contravention of or failure to fulfil the feuing conditions herein contained all acts and deeds of contravention shall be void, and the Feuar shall thereby forfeit all right to the feu and buildings and others which shall revert and fall to the Superiors free from all burdens as if these presents had never been granted.

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Version date

Supplementary Plan to Title

28/02/2022

ENLARGED SKETCH



BRITISH NATIONAL GRID
EASTING/NORTHING

50m

262174, 654435

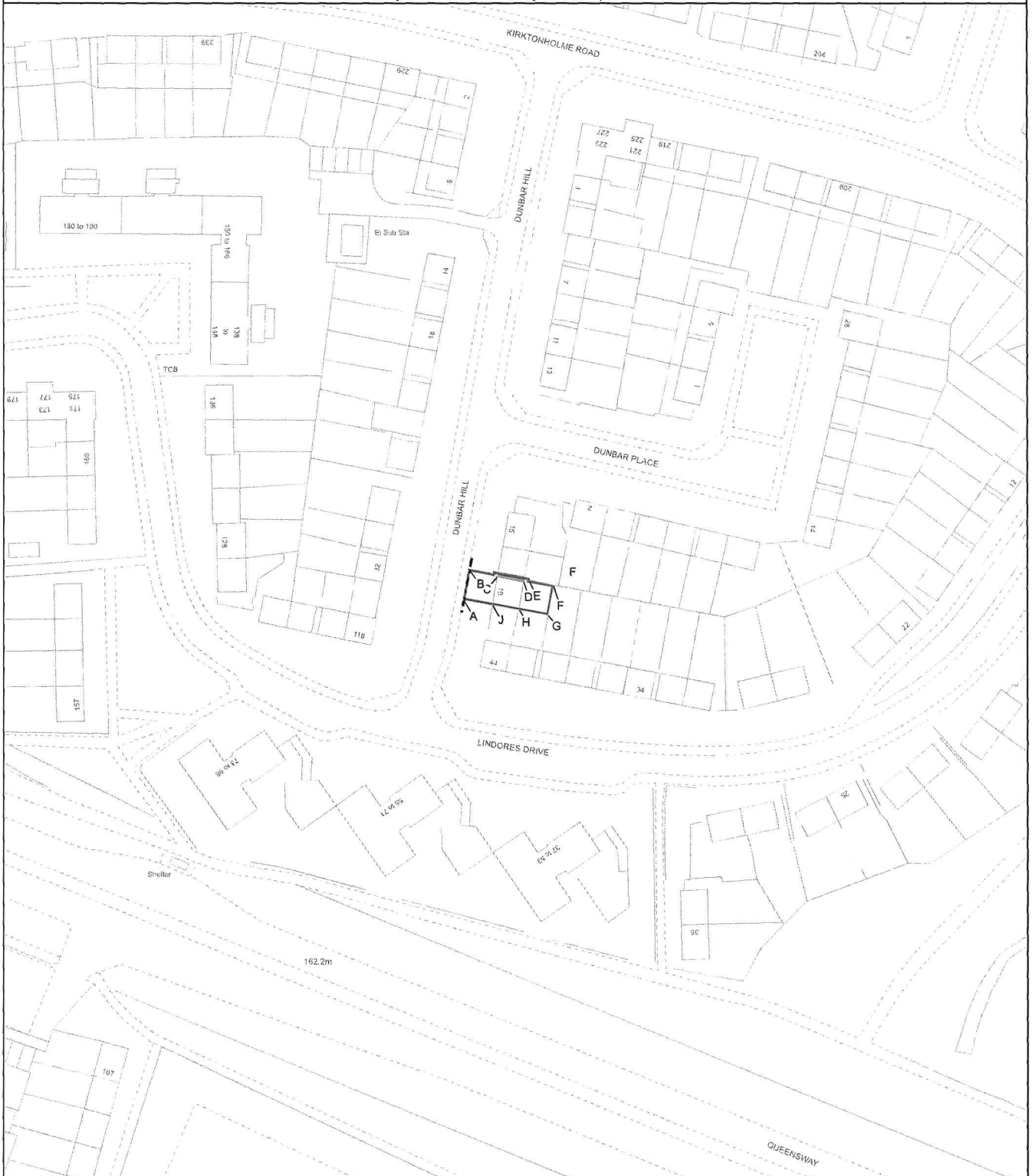
Survey Scale



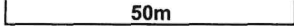
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