



Title Information: ANG30572

Search summary

Date/Time of search	05-03-2024 11:25:00
Transaction number	SCO-17350378
User Reference	GAK/NEW

Section A

ANG30572

Property

Date of first registration	16-02-2004
Date title sheet updated to	13-11-2017
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NO4030SW
Title Number	ANG30572
Cadastral Unit	ANG30572
Sasine Search	<u>36003</u>
Property address	35 MURRAYGATE, DUNDEE DD1 2EE 39 MURRAYGATE, DUNDEE DD1 2EE

Description	Subjects 35 and 39 MURRAYGATE, DUNDEE DD1 2EE edged red on the Title Plan. Together with (One) the rights contained in the Deed of Conditions in Entry 3 of the Burdens Section, (Two) the servitude rights specified in Part 5 of the Disposition in Entry 4 of the Burdens Section and (Three) the subsisting rights to real burdens specified in the Schedule of Particulars relative to Subsisting Rights to Real Burdens below.
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Notes	<p>1. The part edged and numbered 1 in green on the Title Plan has been removed from this Title.</p> <p>2. The parts specified in the Schedule of Removals below have also been removed from this Title.</p> <p>3. The description of the burdened property in each entry of the Schedule of Particulars relative to Subsisting Rights to Real Burdens above should be read in conjunction with the Explanatory Note in the Burdens Section.</p>
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Schedule of Removals

Entry No	No in Green on title plan	Subjects	Date of Registration
1		the ground floor entrance hatched red on the Title Plan and the first and second floor accommodation hatched mauve on the said Plan with the attic above and all staircases within the property 35/39 Murraygate, Dundee being the "Upper Front Offices" described in the Deed of Conditions in Entry 3 of the Burdens Section.	Land Register 11-07-2008

Schedule of Particulars Relative to Subsisting Rights to Real Burdens

Entry No	Benefited Property	Real Burdens	Burdened Property
1	subjects in this Title and other subjects	Deed of Conditions by Malcolm Campbell Limited, registered 8 Jan. 2008, specified in Entry 3 of the Burdens Section.	Subjects edged red on the Title Plan.
2	subjects in this Title	Part 4 of the Disposition to Murraygate LLP, registered 11 Jul. 2008 specified in Entry 4 of the Burdens Section.	Subjects at 35/39 Murraygate, Dundee, edged green on the Title Plan and registered under Title Number ANG51490.

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Section B

ANG30572

Proprietorship

CORWOOD PROPERTIES LIMITED incorporated under the Companies Acts, (Registered Number 06523775), and having its Registered Office at 11 Eccleston Place, Park Street, Salford, M7 4NH.

Entry number	1
Date of registration	13-11-2017
Date of Entry	04-10-2017
Consideration	£830,000

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Section C

ANG30572

Securities

Entry number	1
Specification	Standard Security by said CORWOOD PROPERTIES LIMITED to LLOYDS BANK PLC incorporated in England and Wales under the Companies Acts (Registered Number 00002065), Pendeford Securities Centre, Wobaston Road, Wolverhampton WV9 5HZ.
Date of registration	13-11-2017

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Section D

ANG30572

Burdens

Number of Burdens: 5

Burden 1

Disposition by James Yeaman to the British Linen Company, recorded Dundee B.R. 13 Dec. 1869, of subjects, of which that part of the subjects in this title tinted pink on the Title Plan form part, contains the following reservation and burdens:

Reserving always to me and my heirs and successors in the remainder of the said subjects still belonging to me whereof the said warehouse hereby disposed forms a part, a right of servitude over a space of ground part of the site or ground floor of said warehouse of the width of nine inches extending along the whole north side of the south wall thereof for an eavesdrop to the present buildings and erections and to any future buildings and erections on the subjects to the south still belonging to and retained by me with power to project the roofs of such buildings and erections beyond the north side of said wall but not further than the said space of nine inches; and it is also provided that the said British Linen Company shall be bound to remove at their expense as soon as possible after their term of entry the erections presently on said space of nine inches in width from the east to the west boundaries of the said subjects; And the said British Linen Company and their successors and disponees shall be and are hereby absolutely prohibited and restricted from at any time making or erecting any buildings or erections whatever upon the said space of nine inches.

Burden 2

Disposition by Walter John Morrison Low to the Trustees for the Firm of Messrs Paul & Matthew, recorded Dundee B.R. 21 May 1925, of subjects, of which that part of the subjects in this title tinted blue on the Title Plan form part, contains the following burden:

Under the burden of payment by my disponees of one third of the expense of upholding and renewing the roofs, chimney heads, drains, rhones, conductors, soil, water, gas and other pipes and electric cables and wiring so far as those are common or mutual to the whole tenement of which the subjects hereby disposed are a part.

Burden 3

Deed of Conditions, registered 08 Jan. 2008, by Malcolm Campbell Limited (hereinafter referred to as "the Granters"), Proprietor of the subjects edged red on the Title Plan, with the consent of Ladbrokes Betting and Gaming Limited (hereinafter referred to as "the Tenants") and The Royal Bank of Scotland PLC (hereinafter referred to as "the Heritable Creditors")

WHEREAS

(1) The Granters are the registered proprietors of the Subjects as hereinafter defined;

(2) The Granters have let part of the Subjects and may subsequently lease or sell or deal separately with other parts of the Subjects;

(3) It is accordingly desirable for the Granters to execute this Deed in order to define (without prejudice to the insertion in individual deeds of further special provisions) all such servitudes, reservations, real burdens and others subject to which each tenant and/or proprietor shall hold its interest in part of the Subjects;

(4) The Granters have resolved to execute this Deed so that such servitudes, reservations, real burdens and others may (so far as applicable) be effectually constituted as real burdens affecting the Subjects within the meaning of Part 1 of the Title Conditions (Scotland) Act 2003.

(5) The Tenants and the Heritable Creditors consent to the execution and registration of this Deed in respect of their interests in the Subjects.

1 INTERPRETATION

In this Deed unless there shall be something in the subject or context inconsistent therewith:

1.1 Words importing the singular include the plural and vice versa;

1.2 Words importing a person shall include firms, partnerships, companies, associations and corporations and vice versa;

1.3 Any reference to any Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall include all instruments, orders, notices, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom;

1.4 Marginal headings shall be ignored; and

1.5 References to a clause (which expression shall include a sub-clause) unless the context otherwise requires are references to clauses and sub-clauses of this Deed.

2 DEFINITIONS

In this Deed the following expressions shall have the following meanings unless the context shall otherwise require or admit:

2.1 "2003 Act" means the Title Conditions (Scotland) Act 2003;

2.2 "Benefited Property" means the Subjects or any part thereof;

2.3 "Building" means the building erected on the Subjects;

2.4 "Burdened Property" means the Subjects or any part thereof;

2.5 "Common Parts" means the roof of the Frontage, the exterior walls of the Building insofar as enclosing the Frontage ONLY (but not the windows therein) any structural internal walls

within the Frontage (other than the mutual division wall hereinafter provided for), and the Conduits insofar as serving more than one Unit and any other part of the Subjects the use of which is common to the Owners;

2.6 "Conduits" means water courses water supply pipes waste water pipes soil pipes drains sewers gutters gas pipes fuel pipes oil pipes electricity cables television telephone and data cables ducts and flues and all other conducting media passing along or through or over or under or upon the Subjects whether or not used exclusively for the benefit of any Unit or shared with others, but excluding any equipment or apparatus used exclusively by the Tenants, including without prejudice to the foregoing generality the satellite, television and other receiving and transmission apparatus and the air conditioning and ventilation plant and all ancillary apparatus and equipment;

2.7 "this Deed" means this Deed of Conditions;

2.8 "the Frontage" means that part of the Building forming the ground, first, second and attic floors of the front portion of the Building shown edged brown on the Title Plan;

2.9 "Owner" means any and each party who is from time to time the registered proprietor of any part of the Building and where there is more than one party as the owner of such part at any time, they shall together be included in such expression (except in relation to the provisions of Clause 6 hereof) and any obligations hereby imposed on them shall bind them jointly and severally;

2.10 "Shop" means the Building under exception of the Upper Front Offices and (ii) and including the doors thereto, any glazing therein (but not frames) and any doors serving the same together with all Conduits, plant and equipment exclusively serving the same, but for the avoidance of doubt, excluding anything falling within the Common Parts and the Yard;

2.11 "Subjects" means the Subjects edged red on the Title Plan;

2.12 "Tenants" means the said Ladbrokes Betting & Gaming Limited and their successors and assignees in right of the tenant's interest in the lease of the Shop;

2.13 "Unit" means any self contained unit comprised within the Building forming initially the Shop and the Upper Front Offices and latterly any sub-divisions of either or both of the Shop and the Upper Front Offices;

2.14 "Upper Front Offices" means the ground floor entrance hatched red on the said Plan and first and second floor accommodation shown hatched mauve on the said Plan with the attic above and including the doors thereto, any glazing therein (but not frames) and the staircases leading thereto and any doors serving same together with all Conduits, plant and equipment exclusively serving same, but for the avoidance of doubt excluding anything falling within the Common Parts;

2.15 "Yard" means the passageway and the rear area shown edged blue on the said Plan

3 SERVITUDES

The rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties. For the purposes of this Condition 3 the burdened property is the Subjects and each Unit is a benefited property.

3.1 Passage of Utilities

The free passage of water, soil and other services (subject to temporary interruption for repair, alteration or replacement or due to the occurrence of any of the Insured Risks) in and through that part of the Conduits serving inter alia the premises belonging to the Owner;

3.2 Right of Support

A right of support, shelter and protection as is now or may in the future be enjoyed from the adjoining and adjacent premises;

3.3 Access - Maintenance

A right of access over other parts of the Subjects for the purposes of inspection or repair or renewal or alteration of the Unit belonging to the Owner and for any other necessary purposes or the service media serving the same subject to the giving of the reasonable prior notice to the Owner of the other part of the Subjects and upon prior appointment (except in the case of emergency).

The servitude rights created in this Condition shall be capable of being exercised not only by each Owner but also by all others authorised by them including specifically any tenants or sub-tenants or other occupiers of such part or parts of the Subjects from time to time. The foregoing servitude rights shall be subject to the following servitude conditions; namely the servitude rights shall be exercised in such a way as to cause the minimum practicable inconvenience and disturbance to any trade or business being carried on in the Building from time to time and the party exercising the rights shall be bound to make good as soon as reasonably practicable all and any physical damage caused by the exercise of such rights.

4 RESERVATIONS

The rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties. For the purposes of this Condition 4 the burdened property is the Subjects and each Unit is a benefited property. There are reserved to the Owners and all other parties to whom they may communicate rights (including specifically the Owners of other parts of the Subjects and others deriving rights from them) a heritable and irredeemable servitude right at reasonable times and upon at least 48 hours prior notice (except in the case of emergency when no notice will be required) to enter upon any part of the Subjects (with or without workmen);

4.1 Access

to carry out work to any Unit or the Common Parts as appropriate and to exercise any of the rights granted to the Owners by this Deed,

4.2 Maintenance

to inspect, cleanse, repair, maintain, renew, connect to, remove, replace with others alter or execute any works whatever to or in connection with the Common Parts and

4.3 Utilities

for the purposes of carrying out and completing the development of any other part of the Building or in order to alter the same, to make use of and to make connections to the Conduits and to lay and install, in, under or upon the Common Parts along such routes as may be approved by the Owners, such Conduits as are necessary for the servicing and use of such part of the Building.

Provided always that the persons exercising the foregoing rights shall be bound to do so in such manner as to cause the minimum practicable inconvenience and disturbance to any trade or business being carried on in the Building and shall be bound to make good any physical damage caused by the exercise of such rights.

The following rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties. For the purposes of this part of Condition 4 the burdened property is the Subjects (under exception of the Shop) and the Shop is the benefited property:- The right to fix in or upon any appropriate Common Parts UHF television aerials and satellite dishes and transmission and receiving apparatus, or any other appropriate equipment for receiving or transmission purposes, together with the right to affix to appropriate Common Parts all necessary ladders, crawlboards or other accesses thereto and cabling and fixings for the purpose of installation, repair and maintenance thereof, subject to making good all damage caused thereby and always subject to obtaining all necessary third party, and statutory consents thereto;

The right to exit the Shop over and across the Yard in the event of emergency (including, but not limited to fire escape), and for occasional drill.

The following rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties. For the purposes of this part of Condition 4 the burdened property is the Subjects (under exception of the Upper Front Offices) and the Upper Front Offices are the benefited property:-

The right to fix in or upon any appropriate Common Parts UHF television aerials and satellite dishes and transmission and receiving apparatus, or any other appropriate equipment for receiving or transmission purposes, together with the right to affix to appropriate Common Parts all necessary ladders, crawlboards or other accesses thereto and cabling and fixings for the purpose of installation, repair and maintenance thereof, subject to making good all damage caused thereby and always subject to obtaining all necessary third party, and statutory consents thereto;

5 REGULATIONS

To safeguard the amenity of the Subjects and in the interest of the generality of the Owners and the occupiers, including the Tenants, of the Subjects the following Regulations shall apply to the Subjects and every part thereof:

5.1 Not to obstruct

The Common Parts shall be kept clear and free from obstruction at all times and the Owners shall not otherwise hinder or obstruct the free and uninterrupted use of the same;

5.2 Deleterious substances

No deleterious, pungent, dangerous, illegal or hazardous or obnoxious effluent or substance shall be discharged or otherwise permitted to pass into the drains, sewers, pipes or other services or conducting media forming part of the Conduits;

5.3 Refuse

No open storage of materials, rubbish or scrap shall be permitted outside the Unit belonging to each Owner or outside the Building. No refuse shall be stored in the Common Parts and each Owner shall ensure that all refuse is contained within the Unit belonging to them within the Building until removed. No incineration of refuse shall be permitted;

5.4 Smell

No noxious fumes or smells shall be emitted from any part of the Building so as to cause interference with the proper enjoyment and use of any other part of the Building;

5.5 Machinery

No industrial machinery, engines or equipment which may cause excessive noise or excessive dust or vibration to be emitted from any part of the Building shall be operated at any time;

5.6 Noise

No loudspeakers or other means of sound amplification or reproduction shall be used within any part of the Building in such a manner as to be readily audible from elsewhere within the Building or outside the Building and generally no noise shall be created within any part of the Building so as to disturb the occupiers of any other part of the Building;

5.7 Electrical equipment

Each Owner shall not install or use or permit to be installed or used any electrical equipment without having affixed thereto an efficient suppressor so as to prevent any interference with the radio or television or satellite or other telecommunications reception in or on the Building;

5.8 Animals

No dogs, cats or other animals, birds, or reptiles shall be kept within the Building;

5.9 Fire Safety

Each Owner shall comply with the requirements of the Firemaster and the insurers of the Building in all respects and specifically in relation to the provision and maintenance of fire

alarms and fire safety equipment and means of escape from the Building and to the extent that a common fire alarm/protection/sprinkler system exists within the Building;

5.10 Overloading

Each Owner shall ensure that at all times there shall be no overloading of the floors or of the structural parts of the building;

5.11 Maintenance of Common Parts

5.11.1 Each part of the Building shall be held by each Owner in all time coming under the obligation jointly and severally with the other Owner of upholding and maintaining in good order and repair and from time to time when necessary renewing and restoring the Common Parts

5.11.2 The Owners shall be responsible for payment of the cost of complying with the obligations incumbent upon them in terms of conditions 5.11.1 hereof as follows:

5.11.2.1 the one half share of the cost of maintaining the divisional wall referred to in Condition 8 hereof pertaining to the Frontage shall be divided between the Owner of the Upper Front Offices and the Owner of the Shop on the basis that the Owner of the Upper Front Offices shall be liable for a two thirds part of the said one half share and the Owner of the Shop shall be liable for a one third part of the said one half share.

5.11.2.2 in respect of all other Common Parts, liability for the cost of complying with condition 5.11.1 hereof shall be apportioned two thirds to the Owner of the Upper Front Offices and one third to the Owner of the Shop.

5.11.3 In the event that any Owner fails to comply with the Regulations or any of them the other Owner shall have the right to take such steps and carry out such works as may be necessary to remedy such failure to comply all at the cost of the Owner so failing (and which rights shall include the right to enter the premises belonging to the Owner for the foregoing purposes).

5.11.4 In the event that any Owner does or allows to be done or omits to do anything whereby any additional premium may become payable for the insurance of the Subjects then such Owner shall be solely responsible for payment of the additional premium.

5.11.5 In the event of any Owner considering it necessary that any common repairs should be executed immediately in order to keep such Owner's Unit wind and watertight and in good sanitary condition such Owner shall be entitled to effect such repairs at his own hand and thereafter to convene a meeting of Owners to approve such repairs as necessary common repairs or alternatively such owner may convene a meeting in terms of condition 6 hereof to sanction such repairs before execution. In the event of the other Owner or as the case may be a majority of Owners at such meeting refusing or delaying to approve or sanction such repairs or in the event of there being more than two owners and of there not being a quorum present at such meeting the question of the necessity of sanctioning such repairs may then be referred to the arbiter to be appointed in terms of Condition 11 hereof and in the event of the said arbiter deciding that such repairs are or were necessary he shall have power to order same to be executed forthwith if not already done and the expense of such repairs and of the reference to arbitration shall all be matters within the arbiter's remit.

6 MEETINGS

A meeting of the Owners to decide any matter relating to the Subjects falling to be determined by the Owners in terms of this Deed or otherwise (including regulations as to the use of the Common Parts and the maintenance, repair and if necessary reinstatement of Common Parts) may be called by any Owner on 21 days notice in writing specifying the business of the meeting and the place, date and time of the meeting. At any such meeting (i) any Owner may be represented by any other person as his mandatory appointed by written mandate to attend, vote and act on behalf of the Owner granting the Mandate; (ii) the Owners of the Upper Front Offices and the owners of the Shop shall both require to be present in the absence of any sub-division of the Upper Front Offices or the Shop following which the Owners of any two Units shall be a quorum; (iii) the Chairman of the meeting shall be appointed by those present and entitled to vote and (iv) all matters shall be determined where necessary by either the unanimous decision of the Owner of the Upper Front Offices and the Owner of the Shop or by a majority of the Owners or their mandatories present and voting subject to Condition 5.11.5 of this Deed. All decisions and regulations regularly made at any such meeting shall be binding upon all the Owners whether or not present in person or represented and whether or not consenting to any such decision unless any Owner shall within 14 days of the making of such decision refer the matter to arbitration in accordance with Condition 11 of this Deed.

7 COMMON PARTS ETC

Ownership

7.1 Each Owner shall have a pro indiviso right of property in common with the Owners of other subjects within the Building to the Common Parts.

8 DIVISIONAL WALL

The divisional wall separating the Frontage from the remainder of the Building shall be the mutual property of the proprietors of the Frontage and the proprietors of the remainder of the Building and shall be maintained in good condition jointly by the proprietors of the Frontage and the proprietors of the remainder of the Building in all time coming.

9 MAINTENANCE OF UNITS ETC

9.1 Each Owner shall be bound to keep the Unit belonging to that Owner in a good state and repair and decoration in all time coming and in the event of damage or destruction shall repair, restore and if necessary rebuild same and take all appropriate steps either alone or in conjunction with other Owners to prevent damage to the fabric of the same which may detract from the amenity of the Subjects or create a nuisance to other Owners or their tenants.

10 REAL BURDENS

10.1 The conditions set out in Conditions 5, 6, 8 and 9 are imposed on the Units in the Building as community burdens.

10.2 To the extent that the Granters are the Owner of any Unit, the conditions set out in Conditions 5, 6, 8 and 9 are real burdens in favour of such Unit.

10.3 It shall not be competent for any Owner to make application to the Lands Tribunal for discharge of the real burdens contained herein under section 90(1)(a)(i) or section 91(1) of the 2003 Act prior to the date occurring five years after the date of registration of this Deed in the Land Register.

11 DISPUTES

In the event of any dispute or difference concerning any matter or thing arising out of this Deed (other than with regard to the meaning or construction thereof) such dispute or difference will be referred to some independent and fit person as agreed upon by the Owners or in the absence of such agreement nominated by the Chairman for the time being of the Scottish branch of the Royal Institution of Chartered Surveyors or other senior officeholder of the Royal Institution on the application of any party. But in the event of any such dispute or difference arising over the meaning or construction of this Deed, then the matter shall be referred to an experienced solicitor agreed upon by the Owners or in the absence of such agreement nominated by the President for the time being of the Law Society of Scotland or other senior officeholder of the Society on the application of any party. Any fees that shall be payable to any person appointed as aforesaid shall be within the award of that person and failing any award shall be shared equally among the parties to the dispute in question. Any reference as aforesaid shall be deemed to be a submission to arbitration under the provision of the Arbitration (Scotland) Act 1894 and a decision, finding or decree of the said Arbiter shall be final and binding on all concerned declaring however that an appeal to the Court in terms of Section 3 of the Administration of Justice (Scotland) Act 1972 is expressly excluded.

12 NOTICES

Any Notices hereunder shall be sufficiently served if sent by registered or recorded delivery letter post addressed to the addressee at their Registered Office or if they do not have a Registered Office to their last known address or addresses in Great Britain and any notice of delivery shall on proof of posting be deemed to have been received two days after posting.

13 SEVERABILITY

Notwithstanding that any provision of this Deed may prove to be illegal or unenforceable the remaining provisions of this Deed shall continue in full force and effect.

Burden 4

Disposition by Malcolm Campbell Limited ("the Seller") to Murraygate LLP and their successors and assignees ("the Purchaser"), registered 11 Jul. 2008, of subjects at 35/37 Murraysgate, Dundee being the subjects registered under Title Number ANG51490 ("the Conveyed Property"), contains the following servitudes and real burdens:

Part 1

Interpretation

In this Schedule:-

"Common Parts" means the Common Parts as defined in the Deed of Conditions in Entry 3 of this Section;

"Retained Property" means the subjects in this Title known as and forming Thirty five/Thirty nine Murraygate, Dundee under exception of the Conveyed Property; and

"Yard" mean the yard edged blue on the Title Plan.

Part 2

Real Burdens affecting the Retained Property

The following real burdens are imposed on the Retained Property in favour of the Conveyed Property:-

1. The proprietor of the Retained Property will insure not only the Retained Property but also the proprietor of the Retained Property's interest in the Common Parts.
2. The proprietor of the Retained Property will jointly with the proprietor of the Conveyed Property keep the Yard (including the entry gate, the roller shutter and all related mechanisms and equipment) in a clean and tidy condition, maintained and useable and as such the Retained Property will be liable to contribute to the cost of repair, maintenance and renewal of the Yard, such contribution being a two-fifths liability notwithstanding the terms and provisions of the said Deed of Conditions regarding liability for maintenance of those items known as Common Parts.

Part 3

Servitudes affecting the Retained Property

The following servitudes are imposed on the Retained Property in favour of the Conveyed Property:

A servitude right of pedestrian and vehicular access over that area of the Yard hatched yellow on the said Plan, forming part of the Retained Property ("the Yellow Hatch Area"). For the avoidance of doubt, this right shall not include either the right to park on the said area or obstruct, whether permanently or temporarily, in any manner the Yellow Hatch Area.

Part 4

Real Burdens affecting the Conveyed Property

The following real burdens are imposed on the Conveyed Property in favour of the Retained Property:-

1. The proprietor of the Conveyed Property will insure not only the Conveyed Property but also the proprietor of the Conveyed Property's interest in the Common Parts.

2. The proprietor of the Conveyed Property will keep the Yard (including the entry gate, the roller shutter and all related mechanisms and equipment) in a clean and tidy condition, maintained and useable and as such the Conveyed Property will be liable to contribute to the cost of maintenance, repair and renewal of the Yard, such contribution being three-fifths liability, notwithstanding the terms and provisions of the said Deed of Conditions regarding liability for maintenance of those items known as Common Parts.

Part 5

Servitudes affecting the Conveyed Property

The following servitudes are imposed on the Conveyed Property in favour of the Retained Property:-

A servitude right of pedestrian and vehicular access over the subjects edged and numbered 1 in green on the said Plan comprising part of the Conveyed Property ("the Green Edge Area"). For the avoidance of doubt, this right shall not include either the right to park on the Green Edge Area or obstruct, whether permanently or temporarily in any manner, the Green Edge Area.

Burden 5

Explanatory Note:

The descriptions of the burdened and benefited properties in any deed registered in terms of sections 4 and 75 of the Title Conditions (Scotland) Act 2003 in this Title Sheet are correct as at the stated date of registration of such deed.

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