



Title Information: DMF15128

Search summary

Date/Time of search	11-03-2019 18:03:39
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Transaction number	SCO-02029261
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User Reference	
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Section A

DMF15128

Property

Date of first registration	11-12-2000
Date title sheet updated to	16-07-2014
Date land certificate updated to	16-07-2014
Hectarage Code	3.1
Interest	PROPRIETOR
Map Reference	NY2182
Cadastral Unit	DMF15128
Sasine Search	
Property address	GLENDALL BARNS, TUNDERGARTH, LOCKERBIE DG112QE
Description	Subjects GLENDALL BARNS, TUNDERGARTH, LOCKERBIE DG11 2QE edged red on the Title Plan being 3.11 hectares in measurement on the Ordnance Map.

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Section B

DMF15128

Proprietorship

NEIL WILLIAM HARRY MUTCH Sidari, Kirtlebridge, Lockerbie.

Entry number	1
Date of registration	23-06-2014
Date of Entry	20-06-2014
Consideration	£350,000

Notes

1. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects.

2. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Civil Partnership Act 2004, of partners of persons who were formerly entitled to the said subjects.

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Section C

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Securities

There are no entries.

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Section D

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Burdens

Number of Burdens: 3

Burden 1 Preamble

Grant of Servitude containing Disposition by Agnes Dunn or Macgregor with consents to British Gas Corporation and their successors (hereinafter referred to as "the Corporation"), recorded G.R.S. (Dumfries) 20 Jul. 1981 of a heritable and irredeemable (except as aftermentioned) servitude right and tolerance in through and over the strip of land aftermentioned of laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing or rendering unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Corporation and all necessary apparatus ancillary thereto (all hereinafter collectively called "the said works") in upon and over a strip of land twenty feet in width lying in the County of the Dumfries and indicated for identification purposes only by the line shown coloured red and marked A to B on the plan annexed and signed as relative hereto (hereinafter called "the said strip of land") which strip of land extends for a distance of approximately 1681 yards and is part and portion of the forty shilling land of Whitstonehill or Whitstonhill and pendicle thereof called Whitstonehillbrae or Whitstonhillbrae as also the lands of Whitholm (hereinafter called "the said lands"):

TOGETHER WITH the right to the Corporation of vehicular and pedestrian access to the said strip of land and of passage over the said strip of land for the purposes of the said works and of any works of the Corporation contiguous therewith and over the said lands for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen, vehicles, machinery and apparatus: AND for the purpose of securing to the Corporation the said servitude and to benefit and protect the same at all hands I bind myself and my successors in the ownership of the said strip of land (one) not to do or cause or permit to be done on the said lands anything calculated or likely to cause damage or injury to the said works and to take all reasonable precautions to prevent such damage or injury; (two) not, without the prior consent in writing of the Corporation to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Corporation or so as to affect in any way the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works, and (three) not to erect or instal or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land provided that nothing herein contained shall prevent me from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Corporation or their agents or from carrying on normal agricultural operations or acts of good husbandry including fencing, hedging and ditching not causing such interference, obstruction or material reduction of the depth of soil as aforesaid: AND DECLARING that the said servitude is granted with and under the following burdens, conditions and obligations, namely:

(First) In exercising the servitude hereby granted the Corporation shall take all reasonable precautions to avoid obstruction to or interference with the use of the said lands and damage or injury thereto:

(Second) The Corporation shall so far as reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof, notification whereof shall be given to me by the Corporation, render the same permanently safe and on so doing the servitude right hereby granted shall be deemed to be discharged the Corporation thereafter having no rights or obligations in respect of the said works or part thereof in the said lands:

(Third) The Corporation shall keep me indemnified against all actions, claims or demands arising by reason of the exercise of the servitude hereby granted or any failure to keep the said works in proper repair and condition as aforesaid (excepting any such actions, claims or demands as may be occasioned by the negligent or wrongful act of myself or my servants or agents) provided that I shall not settle or compromise any such actions, claims or demands as are referred to herein without the prior consent of the Corporation:

(Fourth) The Corporation shall so far as reasonably practicable make good all damage or injury to the said lands caused by the exercise by the Corporation of the servitude hereby granted and shall make full compensation to me in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid;

(Fifth) The Corporation shall keep me indemnified against all loss, damage, claims, demands, costs and expenses which may arise or be incurred by virtue of any damage or destruction of the main or pipe aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said main or pipe or any such apparatus or equipment as aforesaid where such damage, destruction or escape is caused by the acts or omissions of any person other than myself or my servants or agents provided that I shall not settle or compromise any such claims or demands as are referred to herein without the consent of the Corporation:

(Sixth) The Corporation shall pay all public rates which may be imposed in respect of the said works or the servitude hereby granted:

(Seventh) If at any time (a) permission is granted under the provisions of the Town and Country Planning (Scotland) Act 1972 or any statutory modification or re-enactment thereof for the time being in force (otherwise than by a Development Order) for any development which consists of or includes building operations which I am prevented by the existence of the servitude hereby granted from carrying out or it is shown that but for the said works such permission might reasonably have been expected to be granted, and (b) the said development whether in the form for which permission is granted as aforesaid or in any alternative form of equivalent value for which permission might reasonably be expected to be granted cannot reasonably be carried out elsewhere on the said lands consistently with the servitude hereby granted, and (c) the principal amount of compensation which would have been payable in respect of a compulsory acquisition by the Corporation of the servitude right hereby granted in pursuance of a notice to treat served on the date hereof, being 27 May 1981, if such permission had previously been granted exceeds the consideration for the granting of these presents (which consideration has been calculated without reference to the prospect of any such operations) then subject to the provisions of this clause the Corporation will pay to me a sum equal to the excess of such principal amount of compensation over the said consideration provided always that before any such payment is made I shall give notice in writing to the Corporation of such claim and shall

forward all such particulars in relation thereto as the Corporation may reasonably require, and there shall be deducted from any such sum an amount equal to any sum previously so paid or payable by virtue of the provisions of this clause in respect of the same land:

(Eighth) If any interference with or disturbance of the functioning of any drain or drainage system in, on or under the said lands can be shown by me to have been caused by the laying of any main or pipe in the exercise of the servitude hereby granted then the Corporation shall so far as reasonably practical make good any damage or injury thereby caused and shall make compensation to me in respect thereof in so far as the same shall not have been made good as aforesaid:

(Ninth) The conditions hereinbefore contained shall have effect subject to the statutory provisions substituted by Part II of the Mines (Working Facilities and Support) Act, 1923 for Sections 71 to 78 of the Railway Clauses Consolidation (Scotland) Act, 1845 which are deemed to be incorporated herein and shall be construed as if the references therein to the Mine Owner were references to me and as if references to the Company were references to the Corporation and references to rail level were references to top of pipe line level; and

(Tenth) Any dispute arising hereunder shall be determined in default of agreement by a single arbiter to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors and the provisions of the Arbitration (Scotland) Act, 1894 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination and accordingly Section 78C(3) of the said statutory provisions referred to in Clause Ninth hereof shall be of no effect.

NOTE: The approximate location of said line coloured red on the said plan annexed hereto has been shown by a blue broken line on the Title Plan so far as it affects the subjects in this Title.

Burden 2 Preamble

Disposition by Roy Macgregor to John Graham and another and their assignees, recorded G.R.S. (Dumfries) 30 Sep. 1993 of subjects of which the subjects in this Title form part, contains the following reservation:

There are reserved to me and my successors as proprietors of Standburn Cottage or any part thereof heritable and irredeemable servitude rights to retain in the subjects the existing pipes, tanks, connections, wires, cables, drains, sewers in so far as situated in or passing through or over the subjects including without prejudice to the foregoing generality all necessary servitudes rights in respect of the water supply pipes and the outfall drainage pipe serving the said Standburn Cottage together with a right of access at all reasonable times for the purposes of inspection, maintenance, repair, renewal, replacement and alteration of levels but subject to payment of surface damage caused thereby.

Burden 3 Preamble

Disposition by John Ramsay Ward and Celia Jean Ward to Stanley McCulloch and Fiona Virgo and their, his or her assignees, registered 23 Aug. 2004 of the subjects in this Title, contains the

following reservation and burdens:

There is reserved to us and our successors as proprietors of the remainder of the subjects of which the subjects hereby disposed form part a heritable and irredeemable servitude right to maintain, use and connect to all (if any) pipes, taps, cables and other apparatus in connection with water, drainage, sewers, electricity supply, telecommunications or others within the subjects hereby disposed with right of access thereto for purposes of inspection, maintenance, repair and renewal subject to making good any damage caused thereby; And Also

(PRIMO) the subjects hereby disposed shall be used in all time coming solely for the purposes of two private dwellinghouses with relative garden and/or amenity ground pertaining thereto;

(SECUNDO) the dwellinghouse or dwellinghouses thereon shall not be used for any business use which would seriously detract from, detrimentally affect the value of or affect the amenity of the subjects hereby disposed and the said subjects of which they form part except with the prior written consent of us and our successors as proprietors of the said larger subjects of which those hereby disposed form part;

(TERTIO) all buildings on the subjects hereby disposed shall be maintained by our said disponees and their successors as proprietors of the subjects hereby disposed at all times in good and tenantable external state of repair and decoration and the remainder of the subjects which remain unbuilt on shall be kept in a neat and tidy condition and free of any waste, refuse, derelict or abandoned vehicles, machinery, boats, plant or equipment or others; Declaring that if the buildings on the subjects hereby disposed are materially damaged they shall be as soon as practicable reinstated or otherwise demolished and any debris removed from the site;

(QUARTO) the Stand Burn running through the subjects hereby disposed will be kept free flowing by our said disponees and their foresaids; Declaring that should our said disponees or their foresaids fail to comply with the aforementioned conditions (Primo) to (Quarto) inclusive then we and our successors as proprietors of the remainder of the subjects of which the subjects hereby disposed form part shall be entitled to enter the subjects hereby disposed to take all necessary steps to secure compliance subject to being reimbursed by our said disponees and their foresaids of their whole costs of doing so;

Which foregoing conditions (Primo) to (Quarto) inclusive are hereby declared to be real burdens on the subjects hereby disposed for the benefit of the remainder of the said subjects of which the subjects in this Title form part and enforceable by us and our successors as proprietors thereof.

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