



St Davids House
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Dalgety Bay KY11 9NB
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e customerservices@firstscottish.com
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MOORE MARSHALL
FALKIRK
DX 556583
FALKIRK 7

Date: 7 March 2022
Your Ref: BARCL02 14
Our Reference: I01934083

LEGAL REPORT - REGISTERED PROPERTY

PROPERTY:

(Please note if no full conveyancing description was provided, additional titles to the subjects may not be traced)

LEASE OF:
CAR PARK ON NORTH SIDE, HEATHER AVENUE, ALEXANDRIA

TITLE NO:

DMB62987

TITLE SHEET RECORD UPDATED TO:

07-08-2017

CURRENT TITLE SHEET ENTRIES AFFECTING THE SUBJECTS IN THIS TITLE:

(To disclose: proprietors, charges and any relevant entries registered on or after the proprietors title)

Title to: BARCLAY AND CO. PROPERTIES LIMITED 07-08-2017

APPLICATIONS IN THE COURSE OF REGISTRATION AGAINST THIS TITLE:

(Until registration is complete any application is subject to withdrawal, cancellation or amendment. In respect of a report over "part of" a Title number, no Transfers of Part will be disclosed)

None

EXTANT ADVANCE NOTICES:

None

CORRECT TO:

06/03/2022

FIRST SCOTTISH SEARCHING SERVICES LIMITED
SEARCH IN THE REGISTER OF INHIBITIONS

I01934083

AGAINST
BARCLAY & CO. PROPERTIES LIMITED

From 6 Mar 2017 to 6 Mar 2022

NO DEED

SEARCH IN THE REGISTER OF INHIBITIONS
AND FOUND AS ABOVE

Searches in The Register of Inhibitions are carried out in our enhanced computerised database, and although our liability is restricted to exact name and address matches, there may be occasions where other entries will be shown for your information. Source acknowledgement: Contains data from the Register of Inhibitions produced by Registers of Scotland. Crown Copyright material is reproduced with the permission of Registers of Scotland.

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INSOLVENCIES

REGISTER OF INSOLVENCIES (Sequestrations and Protected Trust Deeds)

A Search carried out in the Register held by The Accountant in Bankruptcy has disclosed the following result:

Please note that for the Party Name (s) requested a Search in the Register of Insolvencies cannot be undertaken. Please refer to our Disclaimer noted below.

SEARCHED IN THE ABOVE REGISTER AND FOUND AS ABOVE

The current practice of the Accountant in Bankruptcy is to remove entries from the Register of Insolvencies in respect of both Sequestration and Protected Trust Deed cases one year after Discharge of the Trustee.

For searches in the Register of Insolvencies, our liability is restricted to exact name and address matches as shown on the instructions received, however there may be occasions where other entries will be shown for your information. Searches are not undertaken against incorporated bodies, Executors as individuals or addresses outwith Scotland.



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MOORE MARSHALL
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FALKIRK 7

Date of Certificate: 8 March 2022
Certificate No: I01934083
Your Ref: BARCL02 14

PROPERTY ENQUIRY CERTIFICATE

| | |
|--|--|
| PROPERTY | |
| CAR PARK ON NORTH SIDE, HEATHER AVENUE, ALEXANDRIA | |
| PLANNING | |
| Local Authority Area | West Dunbartonshire |
| Adopted Local Plan/Local Development Plan | West Dunbartonshire Local & Proposed Local Development Plans |
| Zoning | Open Space |
| Applications | None |
| Other Matters | See Schedule Over |
| BUILDING STANDARDS | |
| Applications | None |
| Notices | None |
| Other Matters | None |
| ENVIRONMENTAL HEALTH | See Schedule Over |
| HOUSING | None |
| CONTAMINATED LAND | None |
| CARRIAGEWAY AND ADJOINING FOOTWAY | |
| Status | Adopted |
| Road Proposals | None |
| WATER | See Schedule Over |
| DRAINAGE | See Schedule Over |

SCHEDULE OF DETAILS

PLANNING MATTERS

Applications

| Reference | Details (if any) |
|-----------|------------------|
| None | |

Other Matters

There is a Core path identified to the north east of the property. Local Plan Policy R5 & Proposed Local Development Plan Policy GN8 refer.

There is a Housing Opportunity Site to the south east of the property. Local Plan Policy H1(2) & Proposed Local Development Plan Policy BC3(1) refer.

BUILDING STANDARDS MATTERS

Building Standards Applications

| Reference | Details (if any) |
|-----------|------------------|
| None | |

Notices

| Reference | Date served | Details (if any) |
|-----------|-------------|------------------|
| None | | |

Other Matters

None

ENVIRONMENTAL HEALTH MATTERS

Notices

| Reference | Date served | Details (if any) |
|-----------|-------------|------------------|
| None | | |

Other Matters

The property is situated within a Smoke Control Zone.

HOUSING MATTERS

Notices

| Reference | Date served | Details (if any) |
|-----------|-------------|------------------|
| None | | |

Other Matters

| |
|------|
| None |
|------|

CONTAMINATED LAND

Notices & Resolutions

| Reference No. | Date served | Details (if any) |
|---------------|-------------|------------------|
| None | | |

Unless details of any entries appear above the answer to each of the questions listed in para 5.3.6 of the UK Finance mortgage lenders Handbook for Scotland is in the negative.

CARRIAGEWAY AND ADJOINING FOOTWAY

| | |
|----------------|---|
| Status | Heather Avenue & Govan Drive carriageway's and adjoining footway's are adopted. |
| Road Proposals | None |

| | |
|------------------------|--|
| WATER STATUS | Scottish Water's records show there is an adopted public water main ex adverso the property. |
| DRAINAGE STATUS | Scottish Water's records show there is an adopted public sewer ex adverso the property. |

**FIRST SCOTTISH
IMPORTANT INFORMATION**

- Searches have been carried out by our Enquiry Team of all available Public Records in respect of all relevant matters covered by the undernoted legislation and designations insofar as applicable to the subject address referred to on the Property Enquiry Certificate, unless otherwise stated.
- The Planning and Building Standards application search covers the period for 5 years to the date 48 hours prior to the date of issue of this certificate for all Scottish Local Authorities with the exception of Aberdeen City, Aberdeenshire and Moray. Our search of Planning and Building Standards Applications for the Aberdeen City and Aberdeenshire Local Authority areas extends for 10 years to the date 48 hours prior to the date of issue of this certificate. Our search of Planning and Building Standards Applications for the Moray Local Authority area extends for 20 years to the date 48 hours prior to the date of issue of this certificate.
- The details of the current status of any applications disclosed on the certificate are included when the information is readily available.
- Road proposals are disclosed to within a 250m radius from the property address when noted on the adopted Development Plan. On occasions where further information is available to us additional comment may be included on the certificate.
- This search is covered by Professional Indemnity Insurance. A summary of our cover can be provided on request

PUBLIC RECORDS UNDER THE FOLLOWING LEGISLATION HAVE BEEN SEARCHED–

- Town & Country Planning (Scotland) Act 1997
- Planning etc. (Scotland) Act 2006
- Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997
- Ancient Monuments and Archaeological Areas Act 1979
- Town & Country Planning (General Permitted Development) (Scotland) Order 1992
- Building (Scotland) Acts 1959/1970/2003
- Civic Government (Scotland) Act 1982
- Edinburgh District Council Order of Confirmation Act 1991
- City of Glasgow Council Order Confirmation Act 1988
- Housing (Scotland) Acts 1969/1987/2006
- Roads (Scotland) Act 1984
- Environmental Protection Act 1990
- Environment Act 1995
- Sites of Special Scientific Interest as designated under the Nature Conservation (Scotland) Act 2004
- Special Areas of Conservation as designated under the EC Habitats Directive (Council Directive 92/43/EEC)
- Special Protection Areas as designated under the EC Birds Directive (Council Directive 79/409/EEC)
- Ramsar Sites as designated under the Convention of Wetlands of International Importance
- National Scenic Areas as designated by the Country Side Commission for Scotland (now Scottish Natural Heritage)
- National Nature Reserves as designated under the National Parks and Access to the Countryside Act 1949 or the Wildlife and Countryside Act 1981.



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

2565
31/8/2000

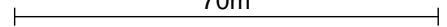
TITLE NUMBER

DMB62987



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

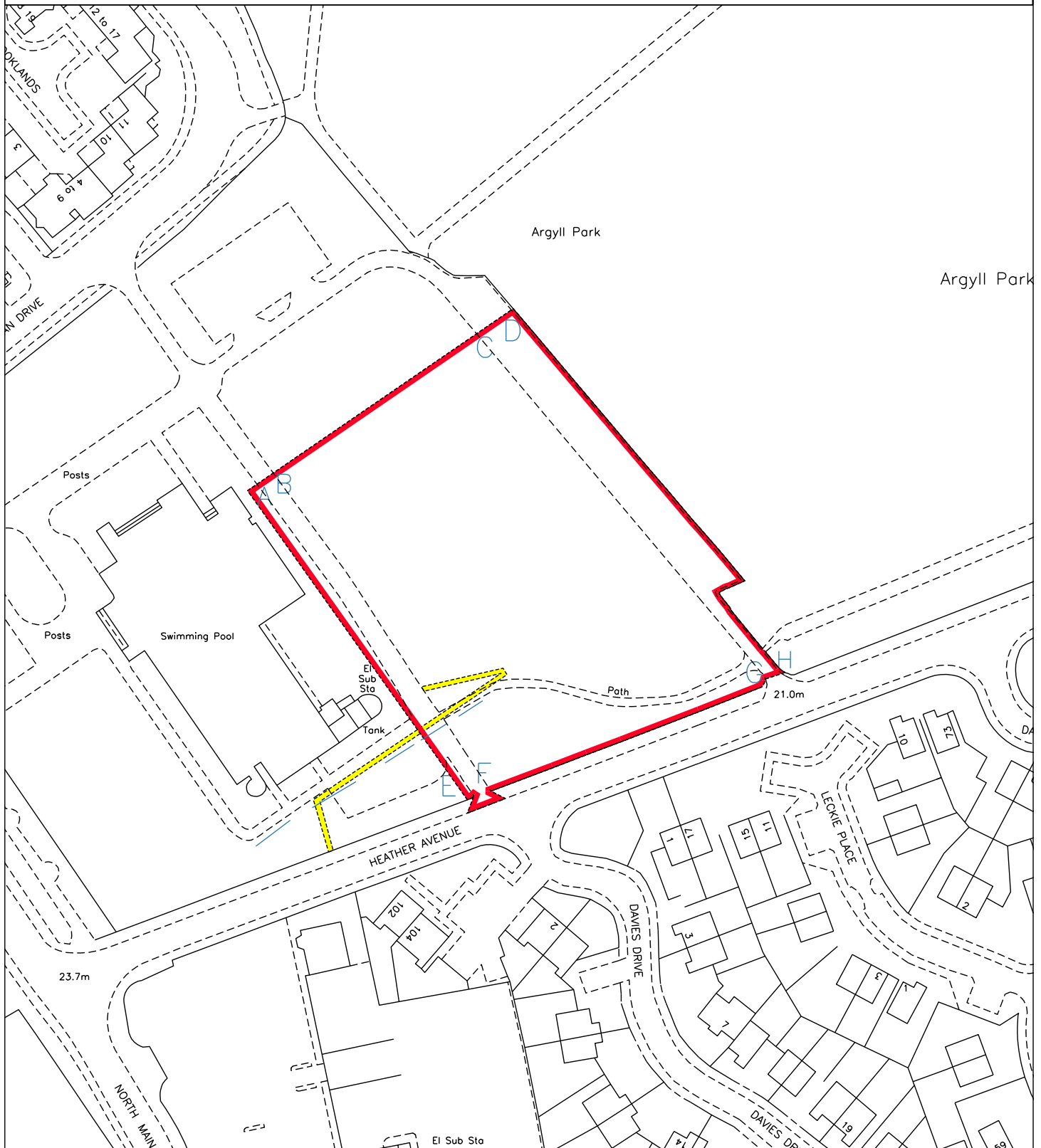


NS3880NE NS3980NW NS3881SE NS3981SW

Survey Scale

1/1250

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Title Information: DMB62987

Search summary

| | |
|----------------------------|---------------------|
| Date/Time of search | 07-03-2022 10:17:02 |
| Transaction number | SCO-10609345 |
| User Reference | |

Section A**DMB62987**

Property

| | |
|------------------------------------|----------------------------|
| Date of first registration | 19-05-1998 |
| Date title sheet updated to | 07-08-2017 |
| Hectarage Code | 0 |
| Real Right | TENANCY |
| Map Reference | NS3880NE |
| Title Number | DMB62987 |
| Cadastral Unit | DMB62987 |
| Sasine Search | <u>10128</u> |
| Property address | HEATHER AVENUE, ALEXANDRIA |

Description Subjects comprising the car parking on the north side of HEATHER AVENUE, ALEXANDRIA edged red on the Title Plan; Together with a servitude right of drainage shown by blue broken lines on the Title Plan.

Short Particulars of the Lease under which the subjects are held

| Entry No | Parties | Date of Recording or Registration | Term |
|-----------------|---|--|---------------------------|
| 1 | West Dunbartonshire Council to Acreground Limited | Land Register 19-05-1998 | 40 years from 21 Jan 1998 |

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Section B**DMB62987**

Proprietorship

BARCLAY AND CO. PROPERTIES LIMITED a Company incorporated under the Companies Acts, (Company Number 10765557), and having its Registered Office at 129 Station Road, London, NW4 4NJ.

| | |
|-----------------------------|--|
| Entry number | 1 |
| Date of registration | 07-08-2017 |
| Date of Entry | 21-07-2017 |
| Consideration | £265,000 which sum is exclusive of Value Added Tax in respect of the subjects in this Title and other subjects |

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Section C

DMB62987

Securities

There are no entries.

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Section D

DMB62987

Burdens

Number of Burdens: 4

Burden 1 Preamble

Disposition by James Black to Vale of Leven District Council and their successors recorded G.R.S. (Dumbarton) 1 Aug. 1936 of 16.82 acres of ground forming part of the subjects in this Title contains the following burdens:

Burden 2 Preamble

Deed of Servitude containing Disposition by West Dunbartonshire Council (hereinafter referred to as "the Council") to Acreground Limited (hereinafter referred to as "the Dominant Proprietor") and its successors and assignees, registered 19 May 1998, of a heritable and irredeemable (except as aftermentioned) servitude right and tolerance (hereinafter referred to as "the Servitude Right") in, under, through and over the subjects tinted yellow on the Title Plan ("the Servitude Strip") for the purpose of laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing or rendering unusable a pipeline and all necessary apparatus ancillary thereto for the transmission of drainage (all hereinafter collectively called "the Works") through 16.82 acres belonging to the Council ("the Council Land"), contains the following Schedule of burdens:

Burden 3 Preamble

Lease referred to in the Property Section by West Dunbartonshire Council to Acreground Limited and its assignees registered 19 May 1998 of:

Burden 4 Preamble

Assignment of the Lease in Entry I by Acreground Limited ("the Assignor") with consent, to MEPC Loch Lomond Limited ("the assignee") registered 8 Apr. 1999, contains the following burdens:

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Full Burdens

Burden 1

Disposition by James Black to Vale of Leven District Council and their successors recorded G.R.S. (Dumbarton) 1 Aug. 1936 of 16.82 acres of ground forming part of the subjects in this Title contains the following burdens:

-

It is hereby specially provided and declared that the said area of ground hereby disposed shall be laid out and occupied by my said disponees and their foresaids as a public recreation ground and garden ground, such Recreation Ground being used for the practice and enjoyment of athletics and the playing thereon of any games, sports and pastimes, and so far as said area of ground is not used as a recreation ground as aforesaid the remainder of said area shall be laid out and occupied as ornamental or garden ground and the said area of ground shall be kept in good order and condition and shall be under the control and management of my said disponees and their foresaids as a public recreation and garden ground foresaid and remain open and inbuilt-upon in all time coming, except that my said disponees and their foresaids are empowered to erect thereon a pavilion and relative stands and offices suitable for the use and occupation of the said area of ground as a public recreation and garden ground foresaid and a dwellinghouse for a Park Superintendent or Groundsman and relative offices and when necessary to renew the same or rebuild upon the said area of ground buildings in substitution thereof, and the said area of ground shall be used and occupied solely as before provided for and for no other purpose and my said disponees and their foresaids shall be bound at their own expense to erect where necessary and thereafter maintain in good order in all time, fences of a suitable description around the said area of ground hereby disposed.

Burden 2

Deed of Servitude containing Disposition by West Dunbartonshire Council (hereinafter referred to as "the Council") to Acreground Limited (hereinafter referred to as "the Dominant Proprietor") and its successors and assignees, registered 19 May 1998, of a heritable and irredeemable (except as aftermentioned) servitude right and tolerance (hereinafter referred to as "the Servitude Right") in, under, through and over the subjects tinted yellow on the Title Plan ("the Servitude Strip") for the purpose of laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing or rendering unusable a pipeline and all necessary apparatus ancillary thereto for the transmission of drainage (all hereinafter collectively called "the Works") through 16.82 acres belonging to the Council ("the Council Land"), contains the following Schedule of burdens:

SCHEDULE

Index to Schedule

Condition 1:Exercise of Servitude Right

Condition 2:Reinstatement

Condition 3:Repair

Condition 4:Indemnity re Repair

Condition 5:Indemnity - General

Condition 6:Rates

Condition 7:Diversion/Compensation

Condition 8:Fences

Condition 9Dykes and Walls

Condition 10:Hedges

Condition 11:Use of Private Roads and Working Spaces

Condition 12:Fossils and other Articles of Value

Condition 13:Trial Borings

Condition 14:Notice and Programme of Work

Condition 15:Record of Condition

Condition 16:Supervision of Work

Condition 17:Protection

Condition 18:Minerals

Condition 19:Compensation

Condition 20:Expenses

Condition 21:Interim Payments

Condition 22:Transfer of Works

Condition 23:Additional Safeguards for Council and Occupiers

Condition 24:Inspection and Maintenance

Condition 25:Explosives

Condition 26:Other Servitudes/Wayleaves

Condition 27:Title Conditions

Condition 28:Consents

Condition 29:Noise and Disruption

Condition 30:Hazardous Substances

Condition 31:No transfer or liability

Condition 32:Arbitration

Condition 33:Notices

(One) in exercising the servitude right the Dominant Proprietors shall take all reasonable precautions to avoid obstruction to or interference with the use of the Council Land and damage or injury thereto;

(Two) the Dominant Proprietors shall arrange for prompt reinstatement of the Council Land and shall so far as reasonably practicable, make good to the Council's reasonable satisfaction all damage or injury to the Council Land caused by the exercise by the Dominant Proprietor of the Servitude Right (and shall reimburse to the Council any other proper and reasonable costs incurred by the Council which are attributable to the construction or position of the Works and shall make full compensation to the Council in respect of any such damage or injury in so far as the same shall not be made good as aforesaid to the reasonable satisfaction of the Council. In the event that reinstatement works instructed by the Council are not carried out to its reasonable satisfaction within a reasonable time the Council reserve the right to undertake the necessary reinstatement works the costs of which will be reimbursed by the Dominant Proprietors to the Council on request.

(Three) the Dominant Proprietors shall, so far as reasonably practicable and so long as the Servitude Right is used for or in connection with the transmission or storage of sewage or other materials as aforesaid and until the said pipes are adopted by the relevant Public Authority as public, 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 the Council by the Dominant Proprietor, render the same permanently safe and on so doing the servitude right shall be deemed to be discharged the Dominant Proprietor thereafter having no rights or obligations in respect of the said works or part thereof in the Council Land;

(Four) unless and until the Works are adopted by the relevant Public Authority as public, the Dominant Proprietor shall keep the Council indemnified against all actions, claims or demands arising by reason of the exercise of the servitude hereby granted or by failure to keep the said Works in proper repair and condition as aforesaid;

(Five) unless and until the Works as adopted by the relevant Public Authority as public the Dominant Proprietor shall keep the Council 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 Works aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any material whatsoever from the said Works or any such apparatus or equipment as aforesaid;

(Six) the Dominant Proprietor shall pay all public rates and taxes which may be imposed in respect of the said Works or the Servitude Right;

(Seven) If at any time the Council (or a Developer) obtains planning permission for the development within the meaning of the Town and Country Planning (Scotland) Act 1997 of any land ("the Development") affected by the Works but the same is prevented or is rendered uneconomic in the sole judgement of the Council by reason of the existence of the Servitude right or planning permission for the development is refused by reason of the existence of the Servitude Right then the Council shall give written notice to the Dominant Proprietor stating that it requires the diversion of the works or part thereof whereupon the Dominant Proprietor shall elect, by notice in writing to be delivered to the Council within four weeks of the receipt of the Council's written notice, either:-

(i) to divert the works or part thereof at the sole cost of the Dominant Proprietor along such route within the said Council Land as shall be agreed between the Council and the Dominant Proprietor or, failing agreement, as shall be determined by an arbiter as provided for at Condition 35 hereof as being the route which will enable the Council or a Developer to proceed with the Development in the form submitted for planning permission with no pecuniary or any other loss being incurred by the Council resulting from the existence of the Works as diverted. The diversion works shall be completed within such timescale as shall be determined by the Council acting reasonably and notified in writing to the Dominant Proprietor. Declaring that -

(a) no consideration shall be payable by the Dominant Proprietor to the Council on a diversion of the works or parts thereof but for the avoidance of doubt the Dominant Proprietor shall make reasonable compensation to the Council any person or organisation having a tenancy, licence or other right of occupancy in the Council Land ("any Occupiers") of the land affected by the Works in respect of any loss of profit or disturbance or damage to crops (if any) resulting from the diversion and the Dominant Proprietor shall make good any damage to the surface of the land affected by the Works to the Council's reasonable satisfaction;

(b) prior to the diversion works taking place the Dominant Proprietor and all other necessary parties shall surrender the Servitude Right hereby granted and enter into a further Deed of Servitude identical in terms to the Servitude Right surrendered;

or

(ii) to pay to the Council such compensation as shall be agreed between the parties hereto or failing agreement as determined by an arbiter as provided for at Condition 35 hereof for the loss of the value of any part of the Council's land by reason of the restriction of development due to the position of the Works or exercise of the Servitude Right and that within such timescale as shall be determined by the Council acting reasonably declaring that in connection with the calculation of such compensation-

(a) the Council shall furnish all such particulars in relation thereto as the Dominant Proprietor may reasonably require,

(b) there shall be deducted from any such compensation an amount equal to any sum previously so paid or payable by virtue of the provisions of this clause in respect of same.

In both cases (i) and (ii) above the Dominant Proprietor shall pay to the Council on request reasonable Surveyors and legal costs and outlays.

For the avoidance of doubt any dispute arising out of the provisions of this clause shall be referred to arbitration in the manner hereinbefore provided by Clause 35 and subject to same provisions.

Eight The Dominant Proprietor shall, during construction of the pipeline, and before starting any work in any area, fence off Council land with such fences as the Council may reasonably require and take all other necessary measure to prevent injury or damage to members of the public. The Dominant Proprietor shall, at its own expenses, maintain any such fences in good repair condition from the date of erection until such time as reinstatement of the land has been completed. The Dominant Proprietor shall then remove the fences at its own expense, unless otherwise agreed between the parties hereto.

(Nine) Restoration of dry-stone dykes and other walls will be carried out by skilled tradesmen employed by the Dominant Proprietor to the complete satisfaction of the Council.

(Ten) Where hedges are destroyed or damaged by the exercise of the Servitude Right the Council if it so elects will be entitled at the expense of the Dominant Proprietor either to replant the hedge so destroyed or damaged and to require protective fencing to be erected and maintained until the replanted hedge is reasonably established or to replace the hedge with such fencing as it may reasonably decide is appropriate

(Eleven) The Dominant Proprietor will provide appropriate and adequate crossings over the open Works where the Works intersects roads, drives, paths, etc and if necessary, will provide alternative accesses for the Council and any Occupiers, any other person entitled to use such roads, drives, paths, etc. The Dominant Proprietor will be responsible for ensuring that all persons employed in connections with the Works keep to agreed roads, routes and working areas and when going to and from work the workmen will be conveyed by lorry to the Works or as near thereto as possible. In cases where there is doubt as to what weight can safely be carried on roads and bridges, the question will be referred for determination to a qualified road surveyor of the Council. All damage arising from the use by the Dominant Proprietor or roads, paths bridges, working areas etc will be reinstated and the Dominant Proprietor shall provide and lay tarmac, asphalt, concrete, hardcore, bottoming etc as required in reinstatement and in particular the assessment of damage to roads and bridges which had been used by vehicles will take account of invisible damage to road and bridge foundations, compression and side thrust to the detriment of bridges, roadside walls, fences, hedges, etc.

(Twelve) During the course of the Works and the exercise of the Servitude Right by the Dominant Proprietor, fossils, coins or other articles of value may be discovered. Such objects are the property of the Council and the Dominant Proprietor shall immediately advise the Council of such discovery. The Dominant Proprietor will comply with the requirements of the Council with respect to such objects.

(Thirteen) Any trial borings to be made by the Dominant Proprietor or its contractors prior to the commencement of the Works will be carried out at times to be agreed with the Council and any Occupiers; these borings will be made with as little disturbance as is reasonably practicable.

(Fourteen) By its execution hereof the Council acknowledges that they have received details and have approved the works and that the works will commence following execution of this deed. The Dominant Proprietor's Resident Engineer or other authorised local representative will immediately advise the Council and any Occupiers of any alterations in the programme of work.

(Fifteen) Before the works are begun the Dominant Proprietor shall, if required by the Council or any Occupiers, prepare and provide the Council with, at the Dominant Proprietor's own expense, a written record of the condition of the Council Land (Schedule of Condition) for agreement with the Council and any Occupiers prior to the Works commencing.

(Sixteen) The Works throughout will be carried out under the direct supervision of the Dominant Proprietor who will be responsible (a) for appointing a sufficient number of local representatives authorised to maintain contact with Council and any Occupiers of land and deal with any complaint arising and (b) for notifying Council and any Occupiers of land of the identity, address and telephone number of the appropriate representatives. The Dominant Proprietor will accept responsibility and will be liable for the actions of the contractors, their Sub-Contractors, agents, licensees, all persons employed in connection with the Works and all persons whomsoever acting with the knowledge or permission or under the authority of the Dominant Proprietor and all negotiations or approaches by the Council or any Occupiers shall be conducted with the Dominant Proprietor through its local representative.

(Seventeen) All buildings, structures, water pipes or any other drainage or service media on, in or under Council Land and adjoining land which may be detrimentally affected by the Works (other than pipes, cables or like apparatus or any structures laid or constructed in the land by third parties after construction of the pipeline) shall be located and adequately protected by the Dominant Proprietor.

(Eighteen) If at any future time the existence of the Works prevents the extraction of minerals, the mineral owner and the royalty owner shall be entitled to compensation for their loss from the Dominant Proprietor.

(Nineteen) Any compensation due to the Council or any Occupiers shall become payable within one calendar month after written lodgement of the Council's or any Occupiers' claims on any part, thereof, and interest shall be payable on the compensation due from the date of such written lodgement until the compensation is paid in full at five per cent over Bank Base Rate of the Bank of Scotland or other equivalent Bank for the time being, provided that should the Dominant Proprietor settle the Council's or any Occupiers' claims within the calendar month as aforesaid there will be no liability to pay interest as aforesaid. In calculating any interest to be paid there shall be taken into account payments to account which the Dominant Proprietor has made.

(Twenty) The Dominant Proprietor shall pay to the Council on demand the whole costs, expenses and outlays (including without prejudice to the foregoing generality all proper and reasonable legal and professional costs and fees) reasonably incurred by the Council.

(a) in relation to the negotiation and preparation of this Deed of Servitude and also inclusive of all (if any) stamp duties and registration dues in relation to the Deed of Servitude and any Minute of Amendment affecting the Deed of Servitude;

(b) in respect of any application for consent or approval required by this Deed of Servitude whether granted or not;

(c) in the preparation and service of all notices and schedules relating to deficiencies of repair or requiring the Dominant Proprietor to remedy a breach of any of its obligations under this Deed of Servitude;

(d) in the preparation and service of a Schedule of Dilapidations at the expiry of the Servitude Right;

(e) in procuring the remedy of any breach of an obligation of the Dominant Proprietor any sum payable or reimbursable by the Dominant Proprietor to the Council under this Deed of Servitude from a date being 14 days after payment is demanded by or on behalf of the Council until payment is actually made by the Dominant Proprietor but nothing contained in this sub-clause shall entitle the Dominant proprietor to withhold or delay payment of any sum foresaid nor prejudice the other rights or remedies of the Council arising from failure by the Dominant proprietor to make punctual payment of any instalment of rent or other such sum.

For the avoidance of doubt in each of the aforesaid obligations contained in clause 21 it is a material condition hereof that payment by the Dominant Proprietor is made timeously.

(Twenty-one) Where the precise amount of any items of compensation payable to the Council or any Occupiers cannot be fully determined within three months of making a claim therefor if required by the Council to do so the Dominant Proprietor will forthwith thereafter and without prejudice to the final settlement of the matter make such payment to account as the Council considers to be the proper amount attributable to that item.

(Twenty-two) Upon any transfer of the Works to any party the Dominant Proprietor will ensure that all its obligations hereunder in respect thereof will be transferred to the party to whom any transfer is made.

(Twenty-three) Except in the case of emergency or where necessary to safeguard the Works.

(a) the Works shall normally cease to work but, in the event of work continuing beyond dusk, any Occupiers shall be notified in advance;

(b) as far as is practicable the minimum amount of pipeline trench will be open at any one time; and all reasonable measures shall be taken to ensure the safety of members of the public.

(Twenty-four) The Dominant proprietor at the request of the Council shall give written notice to the existence and approximate location of the Works to any third party, prior to such third party carrying out any operation on land affected by the pipeline ("third party" includes but is not limited to any employee of the Council, any contractor, licensee or agent of the Council or any person whatsoever acting with the knowledge or the permission of or under the authority of the Council).

Where a third party (not being an employee, contractor licensee or agent of the Council or acting under the authority of the Owner) proposed to carry out any operation on land affected

by the Works, the Council shall when said proposals become known to him, give notice of said proposals to the Dominant Proprietor.

If the Works are accidentally damaged by the Council or by any of its employees, or by any contractor, licensee or agent of the Council or by any other person whatsoever acting with the permission of or under the authority of the Council while engaged in carrying out any operation on the said land, the Council shall bear the cost of the repairs or renewals of the Works and the subsequent restoration of the Council Land.

(Twenty-five) if the Dominant Proprietor propose to use explosives, regulations regarding their storage and use shall be strictly observed, and agreement shall be obtained from the Council, any Occupiers, Statutory Authorities and all others affected concerning their use and the timing of blasting operations. Once the works are operational, blasting by the Council or any Occupiers within one hundred yards of the Works may be prohibited and reasonable compensation for additional expense incurred by the Council or any Occupiers by reason of any prohibition will be payable. Notice of intention by the Council or any Occupiers shall be given to the Dominant Proprietor and the Dominant Proprietor shall have the options available to it in Condition Seven, mutatis mutandis.

(Twenty-six) The Servitude right is granted under burden of any other servitudes, rights of way and wayleaves whether or not formally constituted including those for the laying and maintaining of sewers, drains, culverts, pipes, cables, telegraph and telephone poles, wires or stays that may exist in, on or over the Council Land.

(Twenty-seven) The Servitude Right is granted inter alia under and subject to the whole real burdens and conditions contained in the Council's title thereto and the Dominant Proprietor shall be deemed to have satisfied themselves that there are no restrictions affecting the Council land prejudicial to their proposed use thereof.

(Twenty-eight) The Dominant Proprietor shall be solely responsible for obtaining all planning and other consents and shall serve all such Notices as may be necessary for their exercise of the Servitude Right.

(Twenty-nine) The Dominant Proprietor shall use all reasonable endeavours to keep noise and disruption to a minimum when carrying out the Works.

(Thirty) The Dominant Proprietor shall not keep, leave or store upon the Council land any substances of a noxious or hazardous nature.

(Thirty-one) The Dominant Proprietors' liability in terms hereof shall not be transferable to any contractor, servant or agent employed for the purpose of carrying out the Works.

(Thirty-two) 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 for the avoidance of doubt the costs of the arbitration shall be borne by the parties in such manner as shall be determined by the Arbitrator.

(Thirty-three) (a) Except as required elsewhere all Notices between the parties with respect to any of the provisions of this Agreement shall be addressed to the Council's Manager, Legal and Administrative Services Department or the Dominant Proprietor as the case may be and sent or delivered to the addresses set out in the Deed and, in all events to such other address as may be notified in writing in terms hereof by the parties for the purpose of this Clause, by prepaid first class recorded delivery post; or by cable, telex, facsimile transmission or other electronic means of written communication with immediate issuance of copy of said Notice by first class recorded ordinary post and notwithstanding the foregoing the Council shall use reasonable endeavours to send a copy of the said Notice to the Dominant Proprietor as its Head Office without undue delay.

(b) Notices which are sent or dispatched as set out below shall be deemed to have been received by the addresses at the time stated:-

By hand - the date of Receipt. By Post - two business days after despatch. By cable - one business day after despatch. By telex, facsimile transmission or other electronic means of written communication - the close of business of the addressee on the Business Day next following the day on which the Notice has been sent.

(c) In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly addressed, stamped and posted by first class, registered or first class recorded delivery post. In proving service by cable, telex, facsimile transmission or other electronic means of written communication, proof of service will be accepted on proof of posting of the said copy Notice.

(d) In the event of emergency either party may give notice required orally to the other party as appropriate for the time being which notice shall in such case be effective immediately provided that within four hours thereafter such notice is confirmed in writing and signed on behalf of the issuing party by the relevant party as appropriate and served on the receiving party as aforesaid.

Burden 3

Lease referred to in the Property Section by West Dunbartonshire Council to Acreground Limited and its assignees registered 19 May 1998 of:

COPY IN CERTIFICATE

Note 1: The points marked A to B, C to D, E to F, G to H shown green on the plan annexed to said Lease have been referenced in blue on the Title Plan.

Note 2; The foregoing Lease was executed after 1 Sep. 1974 and is subjects to the provisions of Part II of the Land Tenure Reform (Scotland) Act 1974

Burden 4

Assignment of the Lease in Entry 1 by Acreground Limited ("the Assignor") with consent, to MEPC Loch Lomond Limited ("the assignee") registered 8 Apr. 1999, contains the following burdens:

-

The Assignor binds itself to free and relieve the Assignee of and from all obligations of the tenant under the Lease in Entry 3 due up to the period prior to 26 Mar. 1999. Declaring that the Assignee shall be bound by their execution hereof to pay the rent and implement all other obligations of the tenant under the said Lease after 26 Mar. 1999. Notwithstanding any inference to the contrary which may be contained in the foregoing provisions, it is hereby specifically provided that the Landlords may, at their sole discretion, seek to recover all or any sums due as at 26 Mar. 1999 or require implementation of any other obligations outstanding in terms of the Lease in Entry 3 as at 26 Mar. 1999, jointly and severally against the Assignor and the Assignee but that without prejudice to any right of relief which the Assignee may have against the Assignor and any other antecedent breach of the said Lease; And except insofar as hereby varied the whole terms of the said Lease will continue in full force and effect and be binding upon the Landlord and the Assignee.



The Coal
Authority

Non-Residential No Search Certificate

CAR PARK ON NORTH SIDE, HEATHER AVENUE, ALEXANDRIA,
WEST DUNBARTONSHIRE

FIRST SCOTTISH S S LTD

According to the information held by the Coal Authority there are no known past, present or proposed workings of coal within the surface area of the property.

Please note - this certificate is based on the property boundary supplied when the report was ordered.

Alternative formats

If you would like this information in an alternative format, please contact our communications team on 0345 762 6848 or email communications@coal.gov.uk.

Date of enquiry: 7 March 2022

Date enquiry received: 7 March 2022

Issue date: 7 March 2022

Our reference: 51002948957001

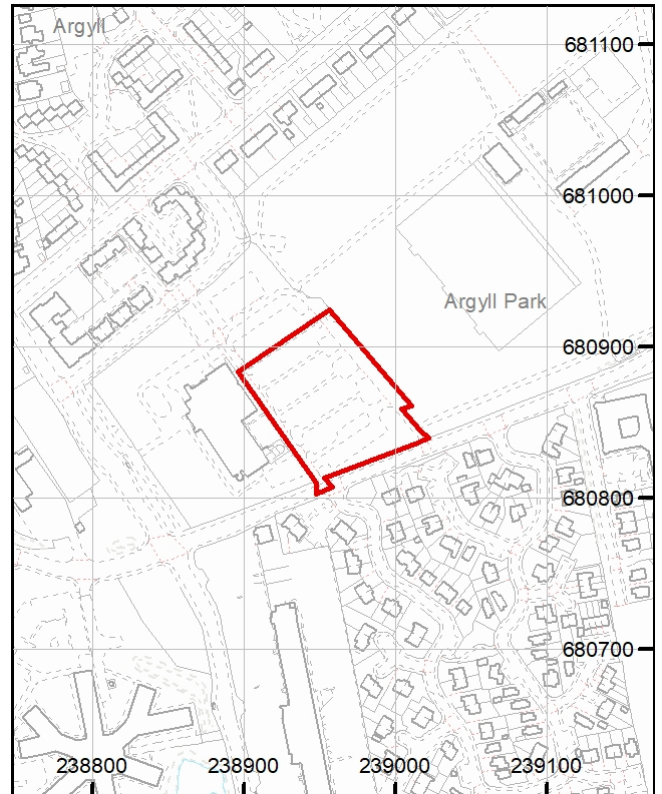

Your reference: I1934083

Non-Residential No Search Certificate

This report is based on the geography of the property boundary supplied by you when the report was ordered.

Key

Approximate position of enquiry boundary shown




How to contact us

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