



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

2721
5/3/2013

TITLE NUMBER

LAN59695



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

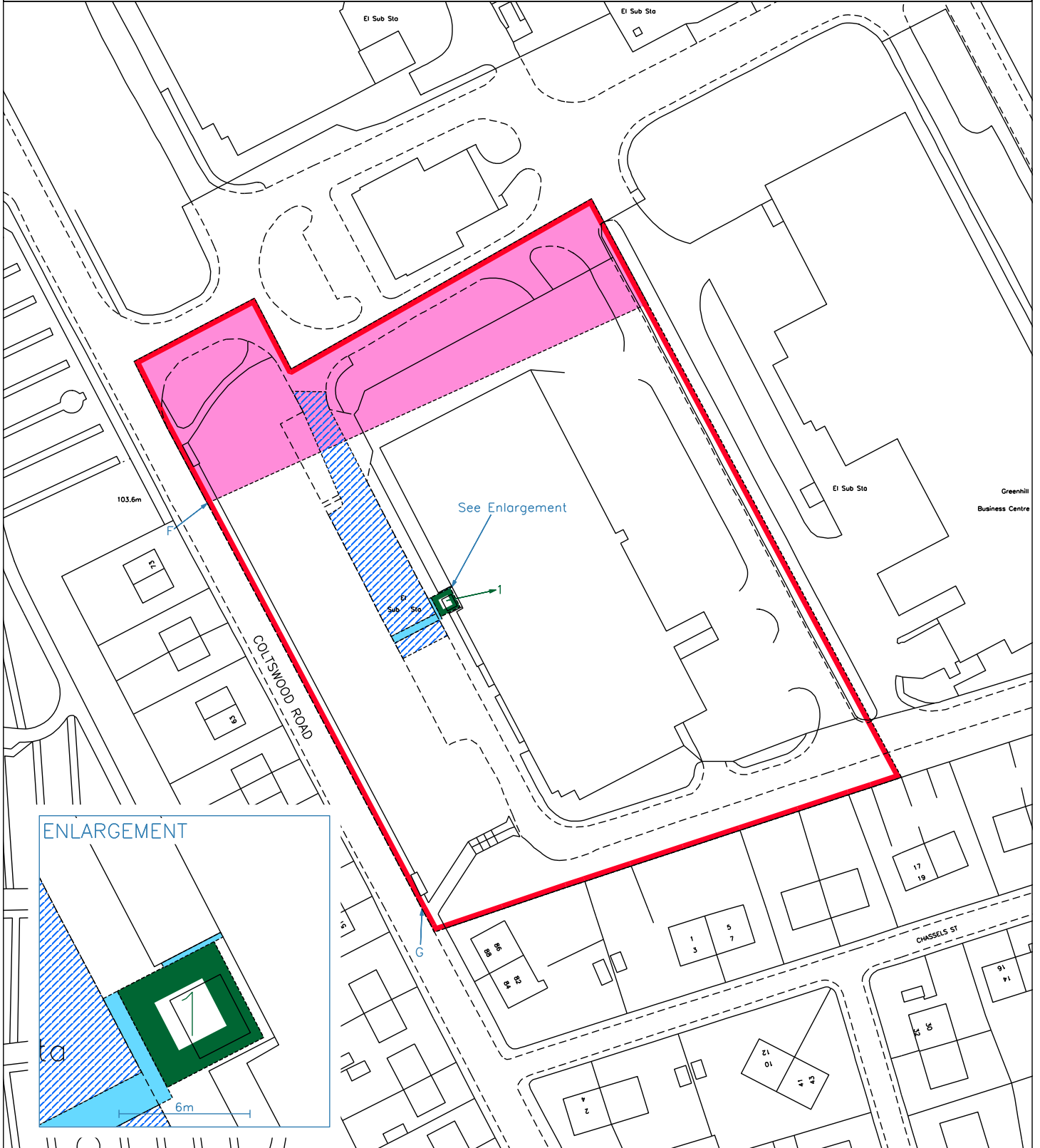
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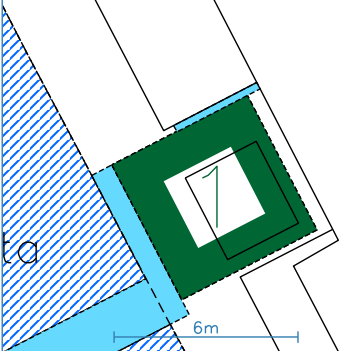
Survey Scale

1/1250

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ENLARGEMENT





TITLE NUMBER LAN59695

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION

26 MAY 1987

DATE TITLE SHEET UPDATED TO

27 DEC 2018

REAL RIGHT

OWNERSHIP

DESCRIPTION

Subjects BLOCK 1, GREENHILL INDUSTRIAL ESTATE, COATBRIDGE lying on the north east side of COLTSWOOD ROAD, COATBRIDGE, edged red on the Title Plan; Together also with (1) A right to use the estate roads within the Industrial Estate within which the subjects in this Title are situated in common with the other parties entitled to use the same for necessary pedestrian and vehicular access to and egress from the subjects in this Title and (2) A right to make connections with or to connect to all or any of the services within other parts of the Industrial Estate which at present or in future will serve or may be capable of serving the subjects in this Title, subject always to the proprietors of the subjects in this Title (a) having first obtained the written approval of the Superiors and/or the relevant statutory undertakers as required (the approval of the Superiors not to be unreasonably withheld) and (b) making good to the reasonable satisfaction of the Superiors any damage caused thereby.

Note 1 The minerals are excepted. As to the subjects edged red on the Title Plan, the conditions under which the minerals are held are set out in the Feu Disposition in Entry 4 of the Burdens Section. As to the part tinted pink on the Title Plan, the conditions under which the minerals are held are set out in the Instrument of Sasine in Entry 1, the Charter of Confirmation and Adjudication in Entry 2, and the Disposition in Entry 3 of the



TITLE NUMBER LAN59695

A 2

A. PROPERTY SECTION

Burdens Section.

Note 2 The parts edged and numbered in green on the Title Plan have been removed from this Title.

Note 3 The boundary on the Title Plan is/are as follows:-

F-G West South West Boundary Outer Face



TITLE NUMBER LAN59695

B 1

B. PROPRIETORSHIP SECTION

ENTRY NO	PROPRIETOR	DATE OF REGISTRATION	CONSIDERATION	DATE OF ENTRY
1	BRIDON INTERNATIONAL LIMITED incorporated under the Companies Acts, (Registered Number 00416671), Registered Office at Icon Building First Point, Balby Carr Bank, Doncaster, South Yorkshire DN4 5JQ.	27 DEC 2018	£1,014,000	13 DEC 2018



TITLE NUMBER LAN59695

C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

- 1 Instrument of Sasine, recorded (G.R.) 24 Jun. 1844 on Disposition by John Maxwell to Douglas Baird and his heirs and assigness, of two merkland of Blacklands and others contains the following burdens:-

Reserving always to John Dunlop Esquire of Rosebank Merchant in Glasgow Trustee on the Sequestrated Estate of James Dunlop and his successors in office or their assignees the whole coal and ironstone in the lands of Gargunnion or Gunnie, Blacklands and Hollandhirst with power and liberty to work the same and to make pits hills and roads for that purpose and also liberty of burning line on the Coalhills; Declaring that the workers of the said Coal should be always bound to pay to the proprietors of the lands of Blacklands and Gargunnion or Gunnie and four acres of Hollandhirst for the ground occupied by the said Pits hills and roads double rent yearly for the ground so occupied and in case any enclosure should be thereby laid open they should be bound sufficiently to enclose the same or otherwise to become Tenants in such enclosure and pay double rent therefor during the time of the same being so laid open and farther it is provided and declared that when the workers of the said Coal should have no longer occasion for the said pits hills and roads when they should be obliged to restore the ground to its former state and make the same arable and in case any other or farther damages should be done or occasioned to the premises or to the houses and buildings to be erected thereon by the working of the said Coal and making of the foresaid roads for that purpose then the persons working the same should be obliged to indemnify the proprietors at the sight of two neutral men to be mutually chosen; And it is expressly provided and declared that the persons working the Coal or Ironstone in the Lands of Kipps to whom the said John Dunlop or his successors might convey the said privilege should have right to make use of a road twenty feet wide through the said lands of Blacklands Gunnie and Hollandhirst north to the Road to Bedley and the said lands of Blacklands Gunnie and Hollandhirst were accordingly by said Disposition burdened with the said road the persons using the said road paying always double rent yearly for the ground thereby occupied and sufficiently enclosing and fencing any enclosure thereby laid open or paying double rent for such enclosure and other damages thereby occasioned to the proprietors of the said lands of Blacklands Gunnie and Hollandhirst



D. BURDENS SECTION

as above mentioned the amount of the said bouble rent being always ascertained according to the nature of the ground by two neutral men mutually chosen.

- 2 Charter of Confirmation and Adjudication by John Hamilton Colt to Trustees for William Baird and Company and their assignees, recorded (P.R.S. Lanarkshire) 18 Mar. 1863 of lands of Gargunnion and others contain the following burdens:-

Reserving always to John Dunlop Esquire of Rosebank, Merchant in Glasgow, Trustee on the Sequestered estate of James Dunlop of Garnkirk, and his successors in office, or their assignees, the whole coal and ironstone in the said lands, with power and liberty to work the same and to make pits, hills and roads for that purpose and also liberty of burning lime on the Coalhills; But declaring always that my said disponees and their foresaids shall be bound and obliged to keep open in all time coming a road of ten feet wide for carriages and foot passengers and others upon and on the South side of the four roads on the east side of an enclosure belonging to the lands of Holland first sometime possessed by John Hamilton for a passage from Hollandhirst to the highway running through the lands of Blacklands and Gunnie; but in case I or my heirs and successors shall at any time hereafter think proper to work and take coals furth of my lands of Gartsherrie on the west side of the said four acres, then the said road shall be extended to twenty feet in breadth during the working of and carrying away the said coals allenary I and my foresaids being always obliged at our own expense to make a ditch and raise a hedge on the north side of the said road.

- 3 Disposition by Bairds and Scottish Steel Limited to Board of Trade and their assignees and disponees, recorded G.R.S. (Lanark) 1 Jun. 1948, of inter alia (I.) Area or piece of ground extending to 14 7/100 Acres of which the subjects in this Title tinted pink form part, contains inter alia the following conditions:-

(Primo) There are excepted from the said area or piece of ground and others hereby disposed and reserved to the National Coal Board constituted by the Coal Industry Nationalisation Act, 1946, the whole coal and mines of coal and other minerals and substances vested in the said Board in virtue of the said last mentioned Act, lying in, under and around the said area or piece of ground hereby disposed and such rights to withdraw support as have vested in the National Coal Board therewith; (Secundo) There is reserved to us and our successors as proprietors of Gartsherrie Iron Works,



D. BURDENS SECTION

Coatbridge, the right to exercise as freely as if these presents had not been granted all rights competent to us as tenants or licensees of the National Coal Board or as proprietors of the said Iron Works or the excavations or wastes thereunder or otherwise in any manner of way to continue to store, pump, abstract and use water in and from the coal wastes and other excavations now or hereafter in the said area or piece of ground and in adjoining and other lands and to withdraw any hydrostatic support which may be provided by the said water, and thereby lower the surface of the said area or piece of ground and adjoining and other lands and that for the use of our Gartsherrie Iron Works and upon the condition and declaration, as it is hereby expressly provided and declared, that we and our foresaids shall have no responsibility or liability, and our said disponees and their foresaids shall have no claims for compensation or otherwise for or in respect of, any loss injury or damage resulting therefrom which may be caused to the surface of the area or piece of ground hereby disposed or the buildings or erections now or hereafter thereon and reserving also to us and our foresaids the right to store, pump, abstract and use water as aforesaid and carry on such pumping or other operations as we or they may desire at any point or points outwith the area or piece of ground hereby disposed and to withdraw hydrostatic support as aforesaid notwithstanding that such operations may affect the said area or piece of ground and buildings and erections now or hereafter thereon and upon the like conditions and declaration as to immunity from responsibility and claims for loss, injury and damages as are hereinbefore specified, declaring that we and our foresaids shall have no right to enter upon the surface of the said area or piece of ground hereby disposed in connection with any of the operations (Secundo) hereinbefore described.

- 4 Feu Disposition by Scottish Development Agency (who and whose successors are hereinafter referred to as "the Superiors") to Bridon Fibres Limited (who and whose successors and assignees are hereinafter referred to as "the Feuars"), registered 30 Oct. 1989, of the subjects in this Title ("the Feu"), contains the following burdens &c.:-

Reserving always to the Superiors and to the tenants, proprietors and occupiers of other parts of the Industrial Estate within which the subjects in this Title are situated (1) A servitude right of pedestrian and vehicular access along the roads and footpaths within the feu which the Feuars shall be bound to keep clear and unobstructed in all time coming, (2) A servitude right for all



D. BURDENS SECTION

existing pipes, cables and others serving the remainder of the said Industrial Estate and passing through, under or over the feu together with a right of access for the purpose of inspecting, repairing, renewing and maintaining the said pipes, cables and others and for all other purposes in connection therewith all as may be deemed in the reasonable opinion of the Superiors to be necessary and (3) Subject to the prior written consent of the Feuars which consent will not be unreasonably withheld the right to connect to all service pipes and cables which may already exist or which may in the future be laid by the Feuars across, through or under the feu; provided that the Superiors and all others exercising the rights specified in sub-clauses (2) and (3) above shall be bound to exercise such rights so as to cause the minimum interference practicable to the Feuars and shall also be bound to make good to the reasonable satisfaction of the Feuars any damage occasioned thereby to the feu as soon as is reasonably practicable thereafter AND ALSO WITH AND UNDER the further exceptions, reservations, burdens, conditions, obligations, restrictions, provisions, declarations and irritant and resolute clauses following, videlicet:- FIRST Reservation of Minerals There is reserved to (a) the British Coal Corporation constituted by the Coal Industry Nationalisation Act 1946, the whole coal, mines of coal and other minerals, if any, in or under the feu and interests therein now vested in the said British Coal Corporation and (b) the Superiors the whole minerals, metals and substances capable of being worked commercially other than those vested in the said British Coal Corporation in so far as the Superiors have right thereto (all hereinafter referred to as "the said other minerals") as also reserving to the Superiors full power to work, win and carry away the said other minerals but without entering on the surface of the feu, on payment to the Feuars for all damage to the surface of the feu or the buildings and other erections erected or to be erected thereon that may be occasioned by the superiors' working, winning and carrying away of the said other minerals as such damage shall, failing agreement, be ascertained by two arbiters, one of whom to be named by the Superiors and the other by the Feuars or by an oversman to be named by the said arbiters in case of their differing in opinion; SECOND Alterations, Adaptions, Additions The Feuars shall not without the prior written consent of the Superiors (which consent shall not be unreasonably withheld) (a) alter, adapt or add in any way whatsoever to the external appearance of the building or buildings on the feu (b) demolish the said building or buildings or any of them or (c) save as aftermentioned in clause SIXTH hereof construct any building or



D. BURDENS SECTION

buildings on the feu whether in addition to or in replacement of any building or buildings already erected on the feu; for the purpose of such written approval of the Superiors, the Feuar shall submit for the Superiors' consideration as and when required by the Superiors, detailed plans, drawings and/or specifications of all or any such proposed alteration, adaption or addition; THIRD Maintenance and Repair The Feuars bind themselves to keep and maintain the feu in good conditions and repair and in a neat and tidy condition in all time coming all to the reasonable satisfaction of the Superiors who shall be entitled to require the Feuars to carry out any works of repair, rebuilding, painting and general maintenance which in the reasonable opinion of the Superiors are necessary or desirable from time to time: without prejudice to the foregoing generality the Feuars shall be wholly responsible to keep and maintain all buildings erected on the feu and any boundary fences wholly erected on the feu in good order and repair and any landscaped areas within the feu in a neat and tidy condition; Declaring that in the event of the Feuar's failure to execute within a reasonable period of time any such works of repair, rebuilding, painting or maintenance the Superiors shall be entitled, but shall not be bound, to execute or have executed the same as the case may be and the Feuars shall be bound on demand by the Superiors to repay to the Superiors the amount or amounts reasonably disbursed or expended by the Superiors in consequence of the same, with interest at the rate of fifteen per centum per annum from the date of disbursement or expenditure until repayment of the said amount or amounts shall have been made to the Superiors: And declaring that the Feuars shall carry out and perform all and every obligation incumbent upon the owner of the feu whether by common law, by statute or otherwise; FOURTH Entry by Superiors The Feuars shall permit the Superiors and their agents, tradesmen, employees, workmen and any other persons authorised by the Superiors at any time on giving reasonable notice except in case of emergency to enter into and upon the feu or any part or parts thereof for (a) the purpose of viewing and examining the state and condition of any subjects adjoining or contiguous to the feu and of executing any repairs, renewals or rebuilding and/or alterations to such subjects (b) examining the Condition of the feu to ascertain whether the Feuars are observing their obligations in terms of these presents and (c) any other necessary purpose; the Feuars shall also permit the proprietors, tenants or occupiers of subjects adjoining or contiguous to the feu at any time on giving reasonable notice except in case of emergency to enter into and upon the feu or any part or parts thereof for the purpose specified in sub-clause (a)



D. BURDENS SECTION

above provided that the Superiors and all others taking access to the feu shall be bound to exercise their right so as to cause the minimum interference practicable to the Feuars and shall also be bound to make good to the reasonable satisfaction of the Feuars any damage occasioned thereby to the feu as soon as is reasonably practicable thereafter; FIFTH Use The feu shall be used by the Feuars only for the purpose of any business or trade falling within Use Classes 4 and 5 as defined in the Town and Country Planning (Use Classes) (Scotland) Order 1989 unless the prior written consent of the Superiors (which consent shall not be unreasonably withheld) shall have been obtained to such other use or uses as the Feuars may propose (declaring, however, that the Superiors do not warrant that any planning or other consent required for the foresaid permitted use or uses has been or will be obtained); in particular and without prejudice to the foregoing generality the Feuars are prohibited from (1) using the feu or any part thereof from any trade, business or purpose which may in the reasonable opinion of the Superiors be noxious or offensive or cause a nuisance or inconvenience to the Superiors or any of their tenants or feuars or to any other occupier of premises in the neighbourhood, (2) doing anything which shall cause excessive wear and tear to or shall obstruct the roads and accesses to the feu or to other lands belonging to the Superiors, (3) forming a rubbish dump or refuse or scrap heap on the feu or on any other part of said Industrial Estate and in this connection the Feuars shall remove at lease once a month all such refuse, rubbish, scrap, waste materials or containers as may have been accumulated on the feu and shall generally keep all vacant ground forming part of the feu (including landscaped areas) tidy, clean and in good order all to the sight and reasonable satisfaction of the Superiors, (4) holding any sale by auction upon the feu, (5) permitting oil, grease or other deleterious matter to enter the drains serving the feu, but shall employ such plant for treating deleterious effluent as may reasonably be required by the Superiors before permitting such effluent to enter the said drains, (6) keeping or storing any goods which in the reasonable opinion of the Superiors are of a hazardous nature or carrying on any hazardous process or trade on the feu which in the reasonable opinion of the Superiors would constitute danger to the feu, people within or without the feu, adjoining subjects and their proprietors, tenants and feuars and would not comply with any or all of the regulations and provisions of the Acts concerning safety and pollution, (7) excavating any soil, earth, sand, gravel, stone or any other minerals whatsoever on or removing the same from the feu except in connection with (including



D. BURDENS SECTION

the right to use the same for) any permitted building works on the feu or (8) doing anything which in the reasonable opinion of the Superiors will detract from the general amenity of the said Industrial Estate; SIXTH Insurance The Feuars shall keep the said building or buildings constantly insured against loss or damage by fire, lightning, flooding, explosion, storm and tempest, impact and aircraft and such other risks as they may consider appropriate with a reputable insurance company for the full reinstatement value of the said buildings (and shall include amounts to cover (1) architects' and other professional fees expended in relation to the rebuilding, repairing or restoring of the said buildings and (2) the cost of any alterations, adaptations, additions and/or improvements made to the said buildings by the Feuars). The Feuars shall when called upon to do so by the Superiors exhibit such policies of insurance as are required hereunder with receipts for the latest premiums payable thereunder; in the event of damage to or total loss of the said buildings by fire and/or said other risks the Feuars shall be bound to restore the same within two years to the state in which the said building or buildings stood before such damage occurred; Declaring that all or any sum or sums to be recovered from the insurer shall be expended in rebuilding, repairing or restoring the buildings as the case may require all to the sight and reasonable satisfaction of the Superiors; in the event of the sums payable under the said insurance policy or policies being insufficient to meet the cost of rebuilding, repairing or restoring the said buildings on the feu and the Feuars shall be bound to meet the balance of such cost from their own resources; SEVENTH Reservation of Wayleaves These presents are hereby expressly granted under burden of the whole servitudes and rights of wayleave whether or not formally constituted which may effect the feu whether for the laying, maintenance and renewal of any existing sewers, drains, gas and water pipes, electricity cables, telephone cables or any such other cables, pipes or conductors through, across or under the feu or otherwise and the Feuars shall free and relieve the Superiors of all obligations which may be incumbent upon them in any way whatsoever connected with the upholding, maintenance or otherwise of any sewers, surface water drains and all other drains, pipes, ditches, roadways or footpaths or other works within or connected with the feu; EIGHTH Share of Maintenance Of Common Parts The Feuars shall be bound to contribute and so free and relieve the Superiors of the cost of the maintenance of all roadways lying within the feu and an equitable proportion of the cost of maintenance, repair and/or renewal of all landscaped areas, common services and common parts serving inter



D. BURDENS SECTION

alia the feu. The feuars shall be bound to make payment of the proportion of the said costs due by them within twenty one days of satisfactory evidence of said costs having been reasonably incurred being intimated to the feuars. The obligation herein contained shall only apply where such maintenance is not the responsibility of the Local Authority, a Statutory Undertaker (other than the Superiors) or any other body or person.

- 5 Disposition by Bridon Coatbridge Limited to SP Distribution Limited and their successors and assignees, registered 30 Jul. 2007, of 25 square metres of ground being the subjects edged and numbered 1 in green on the Title Plan, contains the following servitudes:

Definitions

"Benefited Property" means the said subjects edged and numbered 1 in green on the Title Plan and registered under Title Number LAN199251; and

"Burdened Property" means ALL and WHOLE the subjects in this Title;

Servitude Rights in favour of the Benefited Property

There is hereby created in favour of the Benefited Property the following servitude rights:-

1. in respect of that part of the Burdened Property hatched in blue on the said Plan on the Title Plan, a free and unrestricted servitude right of access over and across the same for vehicles, plant and personnel at all time; and

2. in respect of that part of the Burdened Property tinted blue on the said Plan, a free and unrestricted servitude right of wayleave and tolerance in, through and under the same for the purposes of laying, inspecting, maintaining, repairing and renewing cables, pipes, ducts and other works in and under the same with right to the proprietors from time to time of the Benefited Property to enter therein on all necessary occasions for the purposes of laying, inspecting, maintaining, repairing and renewing the said cables, pipes, ducts and other works therein,

In exercising the servitude rights (1) and (2) referred to above the proprietors from time to time of the Benefited Property shall be obliged to cause as little damage to the Burdened Property as is reasonably practicable and to make good all damage caused to the



TITLE NUMBER LAN59695

D 9

D. BURDENS SECTION

Burdened Property to the reasonable satisfaction of the proprietors
from time to time of the Burdened Property.