



# Title Information: LAN190363

## Search summary

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| <b>Date/Time of search</b> | 17-02-2021 16:38:36 |
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| <b>Transaction number</b> | SCO-07317117 |
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| <b>User Reference</b> | M25812.1 |
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**Section A****LAN190363**

## Property

|                                    |   |
|------------------------------------|---|
| <b>Date of first registration</b>  | 08-08-1988  |
| <b>Date title sheet updated to</b> | 04-09-2017  |
| <b>Hectarage Code</b>              | 0   |
| <b>Real Right</b>                  | OWNERSHIP   |
| <b>Map Reference</b>               | NS6362NE  |
| <b>Title Number</b>                | LAN190363   |
| <b>Cadastral Unit</b>              | LAN190363   |
| <b>Sasine Search</b>               |   |
| <b>Property address</b>            | LONDON ROAD, GLASGOW CAUSEWAYSIDE STREET, GLASGOW |

**Description** Subjects being the area of ground at LONDON ROAD, GLASGOW and CAUSEWAYSIDE STREET, GLASGOW tinted pink and blue on the Title Plan. Together with the servitude rights specified in Part 2 of the Disposition in Entry 4 of the Burdens Section. Together also with the subsisting rights to real burdens specified in the Schedule below.

## Schedule of Particulars Relative to Subsisting Rights to Real Burdens

| <b>Entry No</b> | <b>Benefited Property</b> | <b>Real Burdens</b>  | <b>Burdened Property</b>  |
|-----------------|---------------------------|--|---|
| 1               | Subjects in this Title    | Part 4 of the Disposition to Robert Gunn Bremner and another, registered 25 Aug. 2006, in Entry 4 of the Burdens Section | Subjects at Causewayside Street, Glasgow registered under Title Numbers LAN44007 and GLA43964 (under exception of the subjects in this Title) |

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**Section B****LAN190363**

## Proprietorship

STERLING FURNITURE GROUP LIMITED incorporated under the Companies Acts, (Registered Number SC054090), Registered Office at Moss Road, Tillicoultry, Clackmannanshire FK13 6NS.

|                             |            |
|-----------------------------|------------|
| <b>Entry number</b>         | 1          |
| <b>Date of registration</b> | 07-11-2011 |
| <b>Date of Entry</b>        | 31-10-2011 |
| <b>Consideration</b>        | £1,650,000 |

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**Section C****LAN190363**

## Securities

|                             |   |
|-----------------------------|---|
| <b>Entry number</b>         | 1   |
| <b>Specification</b>        | Standard Security by said STERLING FURNITURE GROUP LIMITED to BANK OF SCOTLAND plc incorporated under the Companies Act (Registered Number SC327000), Registered Office The Mound, Edinburgh EH1 1YZ. |
| <b>Date of registration</b> | 07-11-2011  |
| <b>Notes</b>                | 1. The above Standard Security and the Standard Security in Entry 2 are affected by ranking provisions contained in the Ranking Agreement registered 4 Sep. 2017.                                     |
| <b>Entry number</b>         | 2   |
| <b>Specification</b>        | Standard Security by said STERLING FURNITURE GROUP LIMITED to ROYAL BANK OF SCOTLAND PLC incorporated under the Companies Acts (Registered Number SC090312).  |
| <b>Date of registration</b> | 07-11-2011  |
| <b>Notes</b>                | 1. The above Standard Security and the Standard Security in Entry 1 are affected by ranking provisions contained in the Ranking Agreement registered 4 Sep. 2017.                                     |

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## Section D

**LAN190363**

### Burdens

Number of Burdens: 4

#### **Burden 1**

Disposition by Windster Property Co Limited to Carntyne Transport Company Limited and their successors and assignees recorded G.R.S. (Lanark) 5 May 1977 of 3.83 acres of which the subjects tinted pink on the Title Plan form part, contains inter alia the following burdens:

(FIRST)

The said area or piece of ground is disposed always with and under the burden of any existing servitudes and rights of wayleave for laying and maintaining sewers, drains, water and gas pipes, cables, telegraph and telephone poles, wires, and stays laid in, through or across the said area or piece of ground or Service Road and our said disponees and their foresaids shall free and relieve us of all claims and liabilities of every kind in respect of any future interference with the said sewers and others due to Building Operations or the use of the said area or piece of ground and Service Road;

(SECOND)

Our said disponees and their foresaids shall be responsible for payment of one half of the expense of maintaining the mutual boundary fence extending along the south west most boundary of the said area or piece of ground hereinbefore disposed.

#### **Burden 2**

Conveyance by British Railways Board to Scottish Development Agency and their successors and assignees registered 15 Aug. 1988 of (In the First Place) 25.659 acres of ground of which the subjects tinted blue and tinted brown on the Title Plan form part and (In the Second Place) 0.124 acres of ground, contains the following burdens:

(Primo) under burden of any servitudes and rights of wayleave for laying and maintaining sewers, drains, pipes cables, telegraph and telephone poles, wires and stays that may be laid in, through or across the subjects hereby conveyed; Declaring that the said Scottish Development Agency will satisfy themselves as to the existence of any sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays and shall free and relieve us of all claims and liability of every kind in respect of any future interference with the said sewers and others due to their operations in erecting buildings on the subjects hereby conveyed or otherwise (Secundo) the said Scottish Development Agency shall before carrying out any operations or commencing the erection of any buildings on any land adjoining that retained by us, that is at the tunnel at London Road/Janefield Street and at the Carmyle end of the line where this meets London Road, submit to our Estate Surveyor and Manager for approval, plans, sections and detailed drawings showing inter alia the water supply and drainage

arrangements connected therewith and shall give effect to any reasonable suggestion made by him with regard to said plans for the protection of our remaining property (Tertio) the said Scottish Development Agency shall fence off the said areas of land (In the First Place) and (In the Second Place) hereby conveyed from our remaining land and shall thereafter uphold, renew and maintain the said fence as and when necessary at the sight and to the satisfaction of and free of expense to us. In respect that the said Scottish Development Agency propose to infill the railway cuttings using the existing embankments and thereafter consolidate and level off the cuttings, there will be no requirement for fencing of these areas. If there should remain such a requirement then the said Scottish Development Agency will free and relieve us from all such liability in connection therewith (Quarto) the said Scottish Development Agency shall free and relieve us of all obligations incumbent upon us to uphold and maintain all bridges, the road approaches and slopes thereto and also the fences and any culverts, drains, ditches, or other works within or connected with the subjects hereby conveyed and (Quinto) the said Scottish Development Agency shall develop the subjects hereby conveyed without detriment to our adjoining land and shall be bound at all times to carry out such works as may be necessary to prevent ponding or flooding of our adjoining land.

### **Burden 3**

Disposition by Scottish Development Agency to Leeds Motor Auctions Limited and their successors and assignees, registered 20 Sep. 1988, of 0.69 hectare of ground of which the subjects tinted blue on the Title Plan form part, contains the following burdens:

(First)

The said subjects are sold under burden of any servitudes and rights of wayleave for laying and maintaining sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays that may be laid in, through or across the said subjects; Declaring that our said disponees and their foresaids shall satisfy themselves as to the existence of the foregoing and shall free and relieve us of all claims and liability of every kind in respect of any future interference with the said sewers and others due to their operations in erecting buildings on the said subjects or otherwise;

(Second)

Our said disponees and their foresaids shall free and relieve us of all obligations incumbent upon us to uphold and maintain all bridges, road approaches and slopes thereto, and also the fences and other culverts, drains, ditches and other works within or connected with the said subjects;

(Third)

Our said disponees and their foresaids shall within nine months of 14 Sep. 1988, being the date of entry, erect at their sole expense and to our satisfaction boundary fencing and thereafter maintain the same in good condition and repair and, where necessary, renew the same to our sight and satisfaction and to the sight and satisfaction of our successors as proprietors of the subjects adjacent to the said subjects hereby disposed.

## Burden 4

Disposition by Vogue House Furnishers Limited to Robert Gunn Bremner and another, registered 25 Aug. 2006, of subjects at Causewayside Street and London Road, Glasgow, being the subjects in this Title, contains the following servitudes and real burdens:

### Part 1

#### Interpretation

"Conveyed Subjects" means the subjects hereby disposed;

"Conveyed Subjects Proprietor" means the owner (from time to time) of the Conveyed Subjects;

"Further Subjects" means the subjects 2129 London Road, Glasgow, registered under Title Number LAN1342;

"Lease" means the Lease in favour of SP Distribution plc, registered Books of C & S 17 Oct. 2003;

"Plan" means the Title Plan;

"Retained Subjects" means the subjects at Causewayside Street, registered under Title Number LAN44007 and GLA43964 under exception of the Conveyed Property;

"Retained Subjects Proprietor" means the owner (from time to time) of the Retained Subjects; and

"Service Media" means service media comprising pipes, drains, sewers, wires, conduits, connections and/or any other means of conveyance of the relevant service.

### Part 2

#### Servitudes affecting the Further Subjects and/or the Retained Subjects

The following servitudes are imposed on the Further Subjects and/or the Retained Subjects in favour of the Conveyed Subjects:-

1. a servitude right of access to and egress from the Conveyed Subjects over and across that part of the Retained Subjects tinted brown on the Plan (hereinafter referred to as "the Access Road") from and to Causewayside Street, Glasgow for pedestrians and vehicles (including, without prejudice to the foregoing generality, bicycles, motor bicycles, motor cars, vans, lorries and construction vehicles of every description); and

2. a servitude right to lay and thereafter retain in place Service Media for the purposes of conducting:-

(a) electricity, on a non-exclusive basis, in, on, over or under that part of the Retained Subjects tinted yellow on the Plan; which non-exclusive right in respect of electricity is subject to the

rights in favour of the tenant under and in terms of Clause FIFTH of the Lease;

(b) water in, on, over or under that part of the Further Subjects and the Retained Subjects tinted mauve on the Plan;

(c) telecommunications and information technology in, on, over or under that part of the Further Subjects and the Retained Subjects tinted mauve on the Plan;

(d) drainage (both foul and surface water) in, on, over or under that part of the Further Subjects and the Retained Subjects tinted mauve on the Plan; and

(e) water in, on, over or under that part of the Retained Subjects shown by a blue broken line on the Plan for the purposes of servicing a fire hydrant within the Conveyed Subjects; in each case from and to the boundaries of the Conveyed Subjects to and from the eastern boundary of the Retained Subjects and the southern boundary of the Further Subjects as the case may be and, in each case, a servitude right to connect into such Service Media and to lead such services through such Service Media and to inspect, maintain, repair, renew, rebuild and reinstate such Service Media and of access as necessary (along with tradesmen, materials and equipment) to the Further Subjects and the Retained Subjects for these purposes; provided that the Conveyed Subjects Proprietor shall in exercising these servitude rights

(i) give reasonable prior written notice to the owner of the Further Subjects and the Retained Subjects Proprietor;

(ii) exercise these servitude rights at reasonable times and in a reasonable manner;

(iii) keep any disturbance and interference to a minimum; and

(iv) make good all physical damage caused to the Further Subjects and the Retained Subjects.

3. a servitude right of access to and egress from the Access Road over and across the Retained Subjects for the purposes of carrying out any repairs, maintenance and (where necessary for the purposes of such repair and maintenance) renewal and reinstatement of the Access Road which the Conveyed Subjects Proprietor is entitled to carry out under paragraph 2 of Part 4 of this Entry together with a servitude right to carry out such repairs, maintenance, renewal and reinstatement in the event specified in paragraph 2 of Part 4 of this Entry. The Conveyed Subjects Proprietor shall in exercising the servitude rights under this paragraph 3

(i) give reasonable prior written notice to the Retained Subjects Proprietor;

(ii) exercise the servitude rights at reasonable times and in a reasonable manner;

(iii) keep any disturbance and interference to a minimum; and

(iv) make good all physical damage caused to the Retained Subjects.

### Part 3

#### Servitude affecting the Conveyed Subjects



The following servitude is imposed on the Conveyed Subjects in favour of the Retained Subjects:-

1. a servitude right of access to and egress from the Access Road over the Conveyed Subjects for the purposes of carrying out any repairs, maintenance and (where necessary for the purposes of such repair and maintenance) renewal and reinstatement of the Access Road as is required for the fulfilment of the Retained Subjects Proprietor's obligations under paragraph 1 of Part 4 of this Entry. The Retained Subjects Proprietor shall in exercising the servitude right under this paragraph 1

- (i) give reasonable prior written notice to the Conveyed Subjects Proprietor;
- (ii) exercise the said servitude right at reasonable times and in a reasonable manner;
- (iii) keep any disturbance and interference to a minimum; and
- (iv) make good all physical damage caused to the Conveyed Subjects.

#### Part 4

##### Real Burdens affecting the Retained Subjects

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

1. the Retained Subjects Proprietor shall repair and maintain in all time coming and keep in good order and repair and (where necessary for the purposes of such repair and maintenance) renew and reinstate the Access Road;
2. in the event that the Retained Subjects Proprietor refuses or fails to comply with its obligations under paragraph 1 of Part 4 of this Entry then the Conveyed Subjects Proprietor shall be entitled to carry out such repair, maintenance and (where necessary for the purposes of such repair and maintenance) renewal and reinstatement of the Access Road as is required for the proper fulfilment of the Retained Subjects Proprietor's obligations under paragraph 1 of Part 4 of this Entry and in such event the Conveyed Subjects Proprietor shall be entitled to recover from the Retained Subjects Proprietor two fifths of the total cost of such repair, maintenance, renewal and reinstatement.

#### Part 5

##### Real Burden affecting the Conveyed Subjects

The following real burden is imposed on the Conveyed Subjects in favour of the Retained Subjects:-

1. the Conveyed Subjects Proprietor shall pay to the Retained Subjects Proprietor three fifths of the total cost of the repair, maintenance and (where necessary for the purposes of such repair and maintenance) renewal and reinstatement of the Access Road incurred by or on behalf of

the Retained Subjects Proprietor in fulfilling its obligations under paragraph 1 of Part 4 of this Entry.

Part 6

No application to the Lands Tribunal

No application may be made to the Lands Tribunal for Scotland under Section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes set out in Part 2 of the Schedule for a period of five years after the registration of this disposition in the Land Register of Scotland.

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