



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

6848
6/9/2017

TITLE NUMBER

AYR111189



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

140m

NS5020 NS5021

Survey Scale

1/2500

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A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
18 AUG 2017

DATE TITLE SHEET UPDATED TO
18 AUG 2017

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects cadastral unit AYR111189 OCHILTREE CLINIC, 2 GALLOWLEE AVENUE, OCHILTREE, CUMNOCK KA18 2PQ edged red on the cadastral map.

Note 1 The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 1 of the Burdens Section.

Note 2 A three fifths share of the common right to the gutters, rhones and down pipes serving the subjects in this title remain following the granting of the Feu Disposition in Entry 2 of the Burdens Section



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B 1

B. PROPRIETORSHIP SECTION

ENTRY NO	PROPRIETOR	DATE OF REGISTRATION	CONSIDERATION	DATE OF ENTRY
1	SCOTTISH MINISTERS.	18 AUG 2017	Not Applicable	

Note: The date of entry field has been deliberately left blank



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C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

- 1 Disposition by John Crichton Stuart, Marquis of Bute to Robert Baird and his heirs and assignees, recorded G.R.S. (Ayr) 28 Dec. 1920, of 97.029 acres of ground, of which the subjects in this Title form part, contains the following burdens:

Excepting and reserving always to me and my heirs and successors and my and their tenants the whole mines, metals, minerals, fossils, coal, shale, graphite, antimony, barytes, whinstone, limestone, marl, ironstone, sand, clay, fireclay, freestone, slate, marble and other stone, and all other mines, metals, minerals, fossils and substances, though not hereinbefore specially enumerated (all of which are hereinafter referred to as "the said minerals") lying in, under and around the lands and others before disposed (hereinafter referred to as "the said lands") with full power to me and my foresaids to enter upon, occupy and use the said lands and to search for, win, work raise, store, wash, clean, burn, coke, char, calcine distil and otherwise treat and manufacture, convey above or below ground and carry away and dispose of the said minerals and any other minerals let to or owned by me or my foresaids and worked in conjunction therewith and for these ends, and in, under or upon the said lands to work open casts and quarries, make bores, sink pits, drive levels and mines and make roads, railways and tramways both above and below ground, level crossings and bridges, ponds, reservoirs, drains and water courses, and to use such water as may be found on the surface of the said lands for any of the purposes hereinbefore and after specified and to erect works, buildings, workmen's houses and offices, engines, engine houses, kilns, coking ovens, bye-product plant and all other requisite machinery and plant, to form rubbish heaps, debris heaps and hills for depositing or storing the said minerals and any other minerals let to or owned by me or my foresaids and worked in conjunction therewith and in general to do everything proper and necessary for searching for, winning working, raising, storing, washing, cleaning, burning, charring, calcining, coking, distilling treating and manufacturing and conveying and carrying away in, over or under the said lands the said minerals and any other minerals let to or owned by me or my foresaids and worked in conjunction therewith, and to lower the surface of the said lands, I and my foresaids being bound to carry on the said operations with all proper care and so as to do as little damage as reasonably



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practicable, and subject always to payment of compensation in terms of the existing mineral lease, or to similar provisions to be inserted in any subsequent lease of the said minerals, where said minerals are already let, or to such provisions as shall, failing agreement, be adjusted by Charles David Geddes, Mining Engineer, Edinburgh, whom failing by John David McLachlan, Mining Engineer, Edinburgh, whom also failing, by a fit person to be appointed by the Sheriff of the County of Ayr on the application of me or my foresaids or of my said disponee or his foresaids, as sole Arbiter in the premises (hereinafter referred to as "the said Arbiter"):

As also reserving to me and my foresaids right at any time and from time to time,

(a) to purchase and acquire the site of any pit or pits which may be formed or intended to be formed on the said lands by me or my foresaids together with the ground used or proposed to be used by me or them for roads and/or railways, debris heaps, plant and/or buildings and such other adjoining or neighbouring ground to any of the foresaid sites as I or my foresaids may reasonably require, the extent of ground in all such cases to be determined, failing agreement, by the said Arbiter, and that at a price or prices to be determined, failing agreement by the said Arbiter; and

(b) to acquire in feu from my disponee and his foresaids the sites of the workmen's houses erected or proposed to be erected by me or by my foresaids or by our said tenants on the said lands in connection with the working of the said minerals or any other minerals worked in conjunction therewith from shafts or mines on the lands which at the term of Martinmas 1919, or immediately prior thereto, belonged to me, together with such adjoining ground as may be necessary for the reasonable use of the occupants of the said houses and with the necessary rights of access, water supply and drainage, and on such other conditions as may be agreed on by me or my foresaids and my said disponee or his foresaids, or in the event of difference in opinion as may be determined by the said Arbiter:

And further reserving to me and my foresaids all claims competent to me or them against the tenants of the said minerals for or in respect of all damage caused to the said lands by or through their workings or operations which has emerged prior to Martinmas 1919; With right to my said disponee and his foresaids to use for the purpose of access to any part of the said lands and others hereby disposed all existing roads and footpaths through any other portions of the Dumfries Estate which are at present used for that



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purpose and the right to use for the water supply, drainage and sewerage of the said lands and others hereby disposed, all existing water courses, pipes, drains and sewers in and under any other parts of the said Estate which are at present so used, with right of access for inspection, alteration, renewal, or repair of the same upon payment of any damage thereby occasioned, all which rights and privileges are hereby declared to be servitudes or real burdens upon and affecting the other parts of the said Estate as it existed immediately prior to Martinmas 1919 in favour of the lands and others hereby disposed; Declaring further that there is hereby reserved to me and my foresaids, and to the proprietors of the lands forming the Dumfries Estate immediately prior to Martinmas 1919, the right to use for the purpose of access to the other portions of the said Estate all existing roads and footpaths through the lands and others hereby disposed which were at that date used for that purpose; and also there is hereby reserved to me and my foresaids and to the proprietors of the said lands forming the Dumfries Estate at Martinmas 1919 the right to use for the water supply, drainage and sewerage of the other portions of the said estate all existing water courses, pipes, drains and sewers in and under the lands and others hereby disposed which are at present used for that purpose, with right of access for the inspection, alteration, renewal or repair of the same upon payment of any damage thereby occasioned.

- 2 Feu Disposition by Secretary of State for Scotland ("the Superior") to Stephen Crombie and his executors and assignees ("the Feuar"), recorded 6 Jul. 1993, of 222.283 square metres at Main Street, Ochiltree, ("the Feu"), being cadastral unit AYR8166 contains inter alia the following rights and burdens: (One) A right to enter, examine and lay open the drains, soil and other pipes belonging to the Feu or the adjoining premises belonging to the Superior and that for the purpose of laying, inspecting, maintaining, repairing and altering or renewing the said sewers, drains, soils and other pipes, mains and cables and for any other necessary purposes granting a similar right to all statutory undertakers; declaring that the Feuar shall be bound to restore or join with the Superior in restoring the said ground to its former state and condition and to repair or join with the Superior in repairing any damage to the said ground necessary to the exercise of said right; and in the event of any dispute arising between the Feuar and the Superior as to the rights and obligations of the Feuar and the Superior under this Clause such dispute shall be submitted to arbitration;



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(FIRST) The Superior reserves the right to enter, examine and lay open the drains, soil and other pipes serving the adjoining subjects belonging to the superior and the feu and that for the purpose of laying, inspecting, maintaining, repairing, altering or renewing the said sewers, drains, soil and other pipes, mains and cables and for any other necessary purpose reserving a similar right to all statutory undertakers. Declaring that the superior shall be bound to restore or join with the Feuar in restoring the said ground to its former state and condition and to repair or join with the Feuar in repairing any damage which the said ground may sustain in and by the alterations necessary to the exercise of the said reserved rights. In the event of any dispute arising between the Feuar and the superior as to the rights and obligations of the feu and the superior under this Clause such dispute shall be submitted to arbitration;

(SECOND) The Feuar shall have no claim against the superior or the superior's successors in title for any injury or damage that may be occasioned to the feu or to any buildings at any time erected thereon through or by the working of mines and minerals thereunder;

(THIRD) The Feuar shall be bound to bear a two fifths share of the burden of maintaining all things mutual and common to the Feu and the adjoining subjects The Clinic, Gallowlee Avenue, Ochiltree belonging to the superior including the gutter rhones and downpipes serving the Feu and the adjoining subjects belonging to the superior.

Note: A two fifths share of the common right to the gutters, rhones and down pipes serving the Feu and the adjoining subjects The Clinic, Gallowlee Avenue, being the subjects in this title was granted in the above Feu Disposition.

- 3 Disposition by The Secretary of State for Scotland to Ayrshire and Arran Community Health Care National Health Service Trust and its successors and assignees, recorded G.R.S. (Ayr) 1 Dec. 1998, of the subjects in this Title, contains the following burdens:

(Primo) the right in favour of the proprietors of the excepted subjects to enter, examine and lay open the drains, soil and other pipes belonging to the excepted subjects, being the subjects in the Feu Disposition in Entry 2 or the subjects in this title and that for the purpose of laying, inspecting, maintaining, repairing and altering or renewing the said sewers, drains, soil and other pipes, mains and cables and for any other necessary purposes all as



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granted in the said Feu Disposition, declaring that the proprietors of the excepted subjects shall be bound to restore or join with the said Trust and its foresaids in restoring the ground to its former state and condition and to repair or join with the said Trust and its foresaids in repairing any damage to the ground necessary to the exercise of the said right and in the event of any dispute arising between the proprietors of the excepted subjects and the said Trust and its foresaids as to their respective rights and obligations under this clause such dispute shall be submitted to arbitration; and (Secundo) the said Trust and its foresaids shall be bound to bear a three-fifths share of the burden of maintaining all things mutual and common to the subjects hereby disposed and the excepted subjects including the gutters, rhones and downpipes serving the subjects in this title and the excepted subjects.