





A 1

## A. PROPERTY SECTION

DATE OF FIRST REGISTRATION 07 JAN 2003 DATE TITLE SHEET UPDATED TO 20 APR 2023

**REAL RIGHT** OWNERSHIP

#### **DESCRIPTION**

Subjects 32 WELL ROAD, AUCHINLECK, CUMNOCK KA18 2LA edged red on the Title Plan; Together with entry thereto by way of all existing roads and in particular by way of a surface road formed on the South east and south west thereof jointly with the other proprietors in the development, of which the subjects in this Title form part.

Note 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.





**B** 1

## **B. PROPRIETORSHIP SECTION**

### **ENTRY PROPRIETOR**

NO

1 AMPG LIMITED incorporated under the Companies Acts (Company Number 07135556) and having its Registered Office at Unit One South Fens Business Centre, Fenton Waye, Chatteris, Cambridgeshire PE16 6TT.

DATE OF REGISTRATION 20 APR 2023 CONSIDERATION £175,900 in respect of the subjects in this title and other subjects

DATE OF ENTRY 19 APR 2023





**C** 1

# **C. SECURITIES SECTION**

ENTRY NO **SPECIFICATION** 

DATE OF REGISTRATION

No Entry





D 1

## **D. BURDENS SECTION**

#### **SPECIFICATION**

ENTRY NO

- 1
  - Disposition by James Boswall Talbot, Baron Talbot de Malahide to County Council of the County of Ayr and their successors and assignees and disponees, recorded G.R.S. (Ayr) 9 Nov. 1943, of (I) 39.122 acres of ground (under exception of 2.53 acres of ground) and (II) 8.378 acres of ground, of which the subjects in this Title form part, contains the following burdens:

Excepting and reserving always from the said plots of ground hereinbefore disponed, the whole mines, metals and minerals of every kind and description including without prejudice to the said generality the whole coal, ironstone, fireclay, shale, limestone, barytes, and others although not herein specially lying in and under the subjects hereinbefore mentioned, disponed and also the whole heritable and perpetual rights, powers and privileges in over and affecting the lands and Barony of Auchinleck of which the plots of ground hereinbefore disponed form part, belonging or competent to the owner of the said excepted mines, metals and minerals and to his successors or his or their tenants or others deriving right from him or them, but subject and under reference to the whole burdens, conditions, provisions and declarations and real burdens upon and affecting the same (in so far as applicable hereto); Declaring that neither I nor my heirs or successors shall be in any way liable in respect of any injury or damage that may be occasioned to the said subjects through the working past, present or future of the said mines, metals and minerals under the said subjects or under any part of the said lands and Barony of Auchinleck: My said disponees shall be bound to fence and enclose the said plots or areas of ground to my satisfaction.

2 Feu Charter by Ayr County Council to John Bingham (the feuar) and his heirs and assignees, recorded G.R.S. (Ayr) 6 May 1974, of the subjects in this Title (the feu), contains the following burdens: (First) the feuar shall within one year from 10 Apr. 1974 erect on the said plot or area of ground hereinbefore





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## **D. BURDENS SECTION**

#### **SPECIFICATION**

disponed permanent buildings with suitable offices to be used as a shop; the said buildings shall be erected by the feuar conform to plans end specifications previously approved by our Architect having its frontage along a line previously approved by our Architect aforesaid, and shall be of an annual value of at least twenty three pounds sterling; no deviations from nor alterations to the said plans or buildings shall be permitted without the prior consent in writing of us or our successors as Superiors for the time being; (Second) the said plot or area of ground and buildings erected thereon shall be used by the feuar only in connection with the said shop and for no other purpose without the prior consent in writing of us or our foresaids (but always subject to the rights of adjoining feuars) and the feuar shall not be permitted to sell any commodities other than those from time to time authorised in writing by us or our foresaids; (Third) the feuar shall not at any time use or permit the use of the said plot or area of ground and buildings erected thereon for the sale or consumption of exciseable or intoxicating liquors or as a manufactory, or for any purpose (other than required for the exercise of rights by common feuars) likely to prove injurious to our adjoining property or to members of the public or a nuisance to neighbouring proprietors or tenants and for this purpose we and our foresaids shall be the sole judges as to what shall constitute a nuisance or injury, (Fourth) the feuar shall be bound at his own expense to enclose the feu on the north (excluding the footpath area) and to erect along the southeast and southwest boundaries of the said plot or area of ground sufficient boundary walls or fences and to maintain these in all time coming: He shall also be bound to erect boundary walls or fences along the northeast boundary one half of the width of which boundary walls or fences shall be erected an adjoining land belonging to us or feued or about to be feued for the erection of shops; one half of the value of the walls or fences along the northeast boundary shall be recoverable by the feuar from the feuar of the adjoining shop site; the

ENTRY NO





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## **D. BURDENS SECTION**

**SPECIFICATION** 

ENTRY NO

> feuar shall also be bound to reimburse the adjoining feuar for one half of the value of boundary walls or fences erected by the latter along the northeast boundary and built partly on the adjoining feu and partly on the said plot or area of ground; on payment to or reimbursement by the feuar for part of the said value the said walls or fences shall become mutual and maintainable jointly by the feuar of the adjoining feu, provided, however, that neither we nor our foresaids shall be liable for my proportion of the cost of erection or maintenance of boundary walls or fences of any description; (Fifth) the feuar shall be bound to concur in our proposed scheme for the construction or improvement of roads and footpaths; the feuar shall also be bound jointly and severally with the feuars or tenants of the adjoining sites for shop, to form and thereafter maintain in all time coming in reasonable condition to the satisfaction of us or our foresaids a service road Ten feet or thereby in width lying to the southeast and southwest of the said plot or area of ground; (Sixth) the feuar shall be bound at all times to maintain the said plot or area of ground hereinbefore disponed and buildings erected thereon to keep these in good repair and the whole subjects in a clean and tidy condition to the satisfaction of us and our foresaids, to keep the said buildings constantly insured against loss by fire with an established insurance company for the full value thereof and to produce to us and our foresaids when required the insurance policies end premium receipts; in the event of the said buildings being destroyed or damaged by fire or from any other cause the feuar shall be bound within one year thereafter to repair, restore or re-erect them to their former condition; (Seventh) there are reserved to us and our foresaids or persons having right thereto all wayleaves or other rights for pipes, sewers, cables, connections, poles, stays or any other existing burdens if any affecting the said plot or area of ground hereinbefore disponed along with the rights common to the feuar of the adjoining shop sites.