

**LAND REGISTER OF SCOTLAND****TITLE NUMBER** MOR17403**A 1****A. PROPERTY SECTION****DATE OF FIRST REGISTRATION**

04 OCT 2017

DATE TITLE SHEET UPDATED TO

20 AUG 2018

REAL RIGHT

OWNERSHIP

DESCRIPTION

Subjects cadastral unit MOR17403 on the north side of BOGTON ROAD, FORRES edged red on the cadastral map, together with the servitudes set out in the Deed of Servitude and Real Burdens in entry 4 of the burdens section.



TITLE NUMBER MOR17403

B 1

B. PROPRIETORSHIP SECTION

ENTRY NO	PROPRIETOR
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1	SCOTTISH WATER a body corporate established under the Water Industry (Scotland) Act 2002 and having its Principal Office at Castle House, 6 Castle Drive, Dunfermline, Fife KY11 8GG.
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DATE OF REGISTRATION
04 OCT 2017

CONSIDERATION
Not Applicable

DATE OF ENTRY

Note: The Date of Entry field is intentionally blank.



TITLE NUMBER MOR17403

C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

- 1 Disposition by Trustees of Alexander Edward to Trustees of Thomas and William Christie, recorded G.R.S. (Moray) 3 Mar. 1954, of 12 acres 2 roods 38 poles 28 square yards at lands of Sanquhar, contains the following burden:

Declaring that our said disponees shall relieve us as Trustees foresaid of all obligations in connection with the erection and maintenance of the fences on the boundaries or of the subjects hereby disposed.

- 2 Grant of Servitude containing Disposition by Trustees for the Firm of Thomas and William Christie to British Gas Corporation, recorded G.R.S. (Moray) 1 Dec. 1975, of servitude right and tolerance of laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing or rendering unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Corporation and all necessary apparatus ancillary thereto, contains the following burdens:

(First) In exercising the servitude hereby granted the Corporation shall take all reasonable precautions to avoid obstruction to or interference with the use of the said lands and damage and injury thereto:

(Second) The Corporation shall so far as reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid 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 us by the Corporation, render the same permanently safe and on so doing the servitude right hereby granted shall be deemed to be discharged the Corporation thereafter having no rights or obligations in respect of the said works or part thereof in the said lands:

(Third) The Corporation shall keep us indemnified against all actions, claims or demands arising by reason of the exercise of the servitude hereby granted or any failure to keep the said works in proper repair and condition as aforesaid (excepting any such



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actions, claims or demands as may be occasioned by the negligent or wrongful act of us or our servants or agents) provided that we shall not settle or compromise any such actions, demands or claims as are referred to herein without the prior consent of the Corporation:

(Fourth) The Corporation shall so far as reasonably practicable make good all damage or injury to the said lands caused by the exercise by the Corporation of the servitude hereby granted and shall make full compensation to us in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid:

(Fifth) The Corporation shall keep us 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 main car pipe aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other Material whatsoever free the said main or pipe or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than us or our servants or agents provided that we shall not settle or compromise any such claims or demand as are referred to herein without the consent of the Corporation:

(Sixth) The Corporation shall pay all public rates which may be imposed in respect of the said works or the servitude hereby granted:

(Seventh) If any interference with or disturbance of the functioning of any drain

our drainage system in on or under the said lands can be shown by us to have been caused by the laying of any main or pipe in the exercise of the servitude hereby granted then the Corporation shall so far as reasonably practicable make good any damage or injury thereby caused and shall make compensation to us in respect thereof in so far as the same shall not have been made good as aforesaid:

(Eighth) The conditions hereinbefore contained shall have effect subject to the statutory provisions substituted by Part II of the Mines (Working Facilities and Support) Act 1923 for Sections 71 to 76 of the Railway Clauses Consolidation (Scotland) Act 1845 which are deemed to be incorporated herein and shall be construed as if the references therein to the Mine Owner were references to us and



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as if references to the Company were references to the Corporation and references to roll level were references to top of pipe line level: and

(Ninth) And 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 accordingly Section 78C (3) of the said statutory provisions referred to in Clause Ninth hereof shall be of no effect.

- 3 Deed of Declaration of Conditions, recorded G.R.S. (Moray) 19 Jun. 1992, by T & W Christie (Forres) Limited, Proprietor of (First) 32.254 acres at Bogton and Inchandich and (Second) 12 acres, 2 roods, 38 square poles and 28 square yards at Lea Haugh Nursery Land, contains burdens &c., in the following terms, viz:

(First) Hydro-Electric shall have the right to enter upon the said subjects belonging to us for all necessary purposes in connection with the lines on giving such notice to us or our factor or agent as shall in the circumstances be reasonable and practicable but the period of such notice except in emergency shall not be less than three days;

(Second) Hydro-Electric shall have the right to fell or lop any tree, shrub or other vegetation which in the opinion of Hydro-Electric obstructs or interferes with or will obstruct or interfere with the lines;

(Third) the lines shall be and remain the property of Hydro-Electric;

(Fourth) in addition to the price consideration and compensation hereinbefore narrated as paid and received Hydro-Electric shall pay to us or our successors in ownership of the said subjects or any lesser part thereof affected by the provisions hereof compensation in respect of any surface damage occasioned by Hydro-Electric or their contractors or agents in taking entry in terms of provision



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(First) hereof and in respect of the value of any tree, shrub or other vegetation, which may be felled or lopped by Hydro-Electric in terms of provision (Second) hereof but specifying that no compensation whatsoever shall be due by Hydro-Electric in respect of any tree, shrub or other vegetation which may be felled or lopped by Hydro-Electric within the area sterilised by the lines shown by black lines, in a green wash on the said plan annexed and executed as relative hereto but such tree, shrub or other vegetation felled or lopped by Hydroelectric within the said sterilised area shall be resigned by Hydro-Electric to the owner of the said sterilised area, and;

(Fifth) the amount or value of any compensation payable in respect of provision (Fourth) hereof shall be assessed and determined failing agreement by the Lands Tribunal for Scotland as arbiters in terms of the Lands Tribunal Act Nineteen hundred and Forty-nine.

4 Deed of Servitude and Real Burdens by CHRISTIE-ELITE NURSERIES LIMITED, (the "Burdened Owner") to SCOTTISH WATER (the "Benefited Owner") with consent of BANK OF SCOTLAND plc ("the Consentor"), registered 20 Aug. 2018, contains the following real burdens and servitudes,

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

"Benefited Property" means the subjects known as Forres Waste Water Treatment Works to be registered under Title Number MOR17403;

"Burdened Property" means (IN THE FIRST PLACE) those four fields at Bogton and Inchandich et cetera, Forres lying in the Parish of Forres, the whole extending to thirty two acres and two hundred and fifty four decimal or one thousandth part of an acre of thereby Imperial Measure all as the said fields are delineated and coloured pink on the tracing of the Ordnance Survey Map annexed as relative to the Disposition by Miss Adeline Ellen Maggie Grant, Miss Leonara Gertrude Eveline Grant and Miss Mabel Mary Stuart Grant and Arthur Woodman Blair as Curator Bonus to Miss Vivian Alice Rosabel Grant in favour of Peter Murdoch recorded G.R.S. (Moray) on 28 September 1949; (IN THE SECOND PLACE) the dwellinghouse now known as Broxburn, Bogton, Forres with the solum thereof and ground attached lying in the Parish of Forres being the subjects described in and



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disponed by the Disposition granted by Miss Lydia Woods in favour of Thomas Murdoch recorded G.R.S. (Moray) on 7 June both months 1935; and (IN THE THIRD PLACE) that lot or piece of land sometime part of the Lands of Bogton in the Parish of Forres and County of Moray extending to 33 square poles 18 square yards and 15 decimal or one hundredth parts of a square yard or thereby Imperial Measure described in and disponed by and delineated and coloured pink on the plan annexed as relative to the Feu Disposition by Miss Adeline Ellen Maggie

Grant, Miss Leonara Gertrude Eveline Grant and Miss Mabel Mary Stuart Grant and Arthur Woodman Blair as Curator Bonus to Miss Vivian Alice Rosabel Grant in favour of Miss Adeline Murdoch recorded G.R.S. (Moray) on 1 May 1946;

"Date of Entry" means 7 October 2017;

"Date of Expiry" means 6 October 2022;

"Real Burdens" means the real burdens set out in Part 3 of the Schedule;

"Schedule" means the schedule annexed to this Deed of Servitude;

"Servitude Area" means that area of ground extending to THREE THOUSAND ONE HUNDRED (3,100sqm) square metres or thereby, tinted blue on the cadastral map and forming part of the Burdened Property;

"Servitude Conditions" means the conditions under which the Servitude Rights are to be exercised set out in Part 2 of the Schedule; and

"Servitude Rights" means the servitude rights set out in Part 1 of the Schedule.

1.2 Interpretation

Save to the extent that the context or the express provisions of this Deed otherwise requires, in this Deed:

1.2.1 words importing any gender include all other genders;

1.2.2 words importing the singular number only include the plural



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number and vice versa;

1.2.3 where at any one time there are two or more persons included in the expression "Benefited Owner" or "Burdened Owner" or Consentor obligations contained in this Deed which are expressed to be made by the party denoted by the expression in question are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order.

1.2.4 words importing individuals include legal persons and vice versa;

1.2.5 references to this Deed or to any other document are to be construed as reference to this Deed or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

1.2.6 any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or part of the Schedule of or to this Deed;

1.2.7 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words; and

1.2.8 any rights reserved to the Benefited Owner are exercisable by the tenants, agents, employees, contractors, sub-contractors and others authorised by them from time to time.

1.3 Headings

The headings in this Deed are included for convenience only and are to be ignored in constructing this Deed.

1.4 Schedule

The Schedule forms part of this Deed.

2. Grant of servitude

IN CONSIDERATION of the sum of FIFTY THOUSAND POUNDS (£50,000) STERLING paid to the Burdened Owner by the Benefited Owner, the Burdened Owner grants the Servitude Rights but subject always to



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the Servitude Conditions (if any).

3. Consent

The Consentor consents to the grant of the Servitude Rights subject to the Servitude Conditions (if any).

4. Consent to Real Burdens

4.1 The Burdened Owner and the Consentor consent to the imposition of the Real Burdens on the Burdened Property.

4.2 The Benefited Owner has the right to the Real Burdens.

5. Duration of Servitude

The Servitude Rights granted by this Deed will be exercisable with effect from 7 October 2017 and shall expire on 6 October 2022 notwithstanding the dates hereof

(“the Duration”).

8. No Applications

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 and Real Burdens set out in this Deed for a period of five years after the registration of this Deed in the Land Register of Scotland and the recording of this Deed in the General Register of Sasines.

This is the Schedule referred to in the foregoing Deed of Servitude and Real Burdens by Christie-Elite Nurseries Limited in favour of Scottish Water with the Consent of Bank of Scotland PLC

Part 1

The Servitude Rights

The following Servitude Rights are imposed on the Burdened Property in favour of the Benefited Property for the Duration only:

1. A non-exclusive servitude right of access and egress at all times for pedestrians and vehicles (including heavy vehicles) over and across the Servitude Area including for the avoidance of doubt the transportation of materials, machinery and equipment for the



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purpose of access and egress to the Benefited Property (including the upgrade of the Forres Waste Water Treatment Works) together with:

(a) the right to carry out improvement work to the Servitude Area insofar as such work as may be reasonably necessary for the operational requirements of the owner of the Benefited Property for the time being; and

(b) the right to take any necessary additional health and safety measures which may be required to be carried out to the Servitude Area (and which are to be agreed between the parties acting reasonably). The additional health and safety measures may include (but are not limited to) (i) the installation of traffic safety barriers and signage to the section of the Servitude Area located to the south of the railway and (ii) the erection of fencing around the Servitude Area to the north side of the railway.

Part 2

The Servitude Conditions

The Servitude Rights created by this Deed are subject to the following Servitude Conditions:

1. The Servitude Rights are imposed on the Burdened Property in favour of the Benefited Property for the Duration only.

2. The owner for the time being of the Benefited Property acknowledges that the

Servitude Rights do not include rights of access over the level crossing over the railway known as Bogton Nursery Level Crossing owned by Network Rail. No prescriptive rights of access shall be created over the railway.

3. The owner for the time being of the Benefited Property will:

1.1 make good on demand all damage caused to the Burdened Property by reason of the exercise of the Servitude Rights by the owner for the time being of the Benefited Property or their tenants, agents, employees, contractors, sub-contractors and others authorised by them from time to time, to the reasonable satisfaction of the owner for the time being of the Burdened Property;



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1.2 procure that the Servitude Rights are exercised so as to cause the minimum disturbance, nuisance, or annoyance reasonably practicable to the owner for the time being of the Burdened Property and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers;

1.3 be responsible for a share of the maintenance of the Servitude Area on an according to user basis; and

1.4 comply with the reasonable health and safety requirements of the owner of the Burdened Property as may be required from time to time.

4. The parties will agree a plan for (1) the regular joint monitoring and inspection of the Servitude Area and (2) for carrying out reasonable repairs when necessary.

5. The owner for the time being of the Benefited Property will not tarmac the Servitude Area without the prior consent of the owner for the time being of the Burdened Property.

6. Compensation

6.1 The owner for the time being of the Benefited Property will pay full compensation to the owner for the time being of the Burdened Property in respect of any loss, damage or injury (in this paragraph 6.1 of this Part 2 of the Schedule together referred to as "Losses", and "Loss" shall be construed accordingly) of whatsoever nature suffered by the owner for the time being of the Burdened Property (or those for whom it is responsible in law), to the extent that such Losses are directly caused by or on behalf of the owner for the time being of the Benefited Property (or those for whom it is responsible in law) and are directly attributable to and arise from the exercise of the Servitude Rights or the breach of the Servitude Conditions set out in this Part 2 of the Schedule.

6.2 The owner for the time being of the Burdened Property shall use its reasonable endeavours to mitigate all such Losses.

6.3 For any claim by the owner for the time being of the Burdened Property in relation to a Loss under this paragraph 6 of this Part 2 of the Schedule, the owner for the time being of the Burdened Property shall make such claim to the owner for the time being of the Benefited Property within 24 months of the date on which the



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relevant Loss is alleged to have arisen.

6.4 Paragraphs 6.1, 6.2 and 6.3 of this Part 2 of the Schedule shall not apply to the extent that:

6.4.1 such Losses arise by virtue of the fault or negligence of the owner for the time being of the Burdened Property (or those for whom it is responsible in law); or

6.4.2 such Losses are indirect, special or consequential losses (which expressions include loss of profits and business interruption), but declaring that tree crop loss shall form a valid head of claim.

Part 3

Real Burdens

The following real burdens are imposed on the Burdened Property in favour of the Benefited Property for the Duration only:

1. The owner for the time being of the Burdened Property shall not erect any building or other erection or carry out any development or construction work or plant, grow, cultivate or permit to grow any trees, shrubs, bushes or other plants and vegetation (1) over the Servitude Area or (2) which otherwise is likely adversely to affect the Servitude Area or the access of the owner for the time being of the Benefited Property thereto and to the Benefited Property without the prior written consent of the owner for the time being of the Benefited Property and the owner for the time being of the Benefited Property shall be entitled to lop, cut or remove the whole or any part of any trees, shrubs, bushes, other plants and vegetation or remove any building obstructing or causing interference or likely to obstruct or cause interference to the Servitude Area and/or the Benefited Property all without any liability and/or damages attaching to the owner for the time being of the Benefited Property.

2. The owner for the time being of the Burdened Property shall not alter the existing ground levels along the Servitude Area or obstruct in any way the access of the owner for the time being of the Benefited Property to same without the prior written consent of the owner for the time being of the Benefited Property.

Note: The Clause numbering in the foregoing entry reflects the



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original numbering in the Deed.

- 5 Explanatory Note: The descriptions of the burdened and benefited properties in any deed registered in terms of sections 4 and 75 of the Title Conditions (Scotland) Act 2003 in this Title Sheet are correct as at the stated date of registration of such deed.

