

Our Ref: AJD/TCJ/HIL007-006

19 April 2021

Your Ref:

To Whom It May Concern

Dear Sirs

Mr Andrew K. Hill

Sale - Land at Morningside Farm, Newmains, Wishaw, ML2 9QR

We confirm that the sale of land at Morningside Farm, Wishaw to John Reid settled on 19 February 2021.

Accordingly, we enclose:-

1. Copy Title Sheet for Morningside – being registered Title Number LAN188581;
2. Copy list of pending applications undergoing registration against the title to Morningside;
3. Copy Disposition in favour of John Reid, showing the sale subjects shaded pink; and
4. Copy plan relating to the sale of land to Messrs J & T Parkin on 12 June 2019.

We confirm that Andrew Hill owns everything shown outlined in red on the Title Plan LAN188581, under exception of (a) the subjects sold to John Reid on 19 February 2021 (we note this sale was delayed due to the Covid-19 pandemic), and (b) the subjects sold to Messrs J & T Parkin on 12 June 2019.

The Dispositions in favour of Messrs J & T Parkin and Mr Reid are still undergoing registration in the Land Register of Scotland, and it may be a number of months before Registers of Scotland issue the updated Title Sheet for the subjects.

Please do not hesitate to contact us in the event that you require any further information in relation to this matter.

Yours faithfully

DALES SOLICITORS LLP
Encs.

Down to Earth Advice

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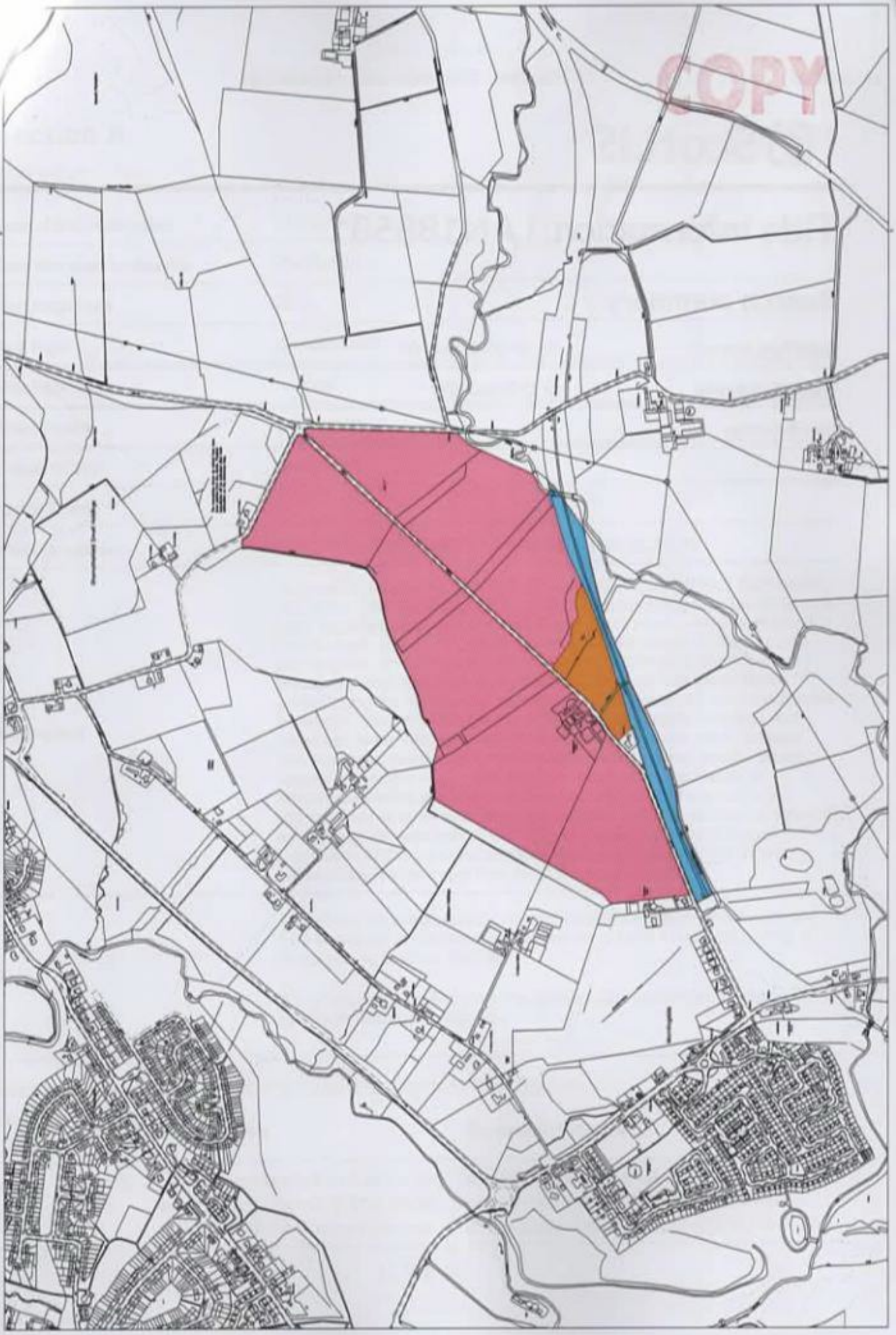
Partners:

Alastair J Dale LLB (Hons), NP
Jennifer E McFadzean LLB (Hons), NP
John M Dale LLB, NP, FRAGS
Jean Y Forrest BSc (Hons), MLJ, LLB, NP
Jackie Campbell PhD, MPhil, LLB, NP
Agricultural Advisor:
John M McDiarmid MBZ

www.dalesllp.co.uk

Title sheet

COPY





Title Information: LAN188581

Search summary

Date/Time of search	14-09-2020 13:55:05
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Transaction number	SCO-06183207
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User Reference	
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Section A**LAN188581**

Property

Date of first registration	11-01-1988
Date title sheet updated to	23-05-2019
Hectarage Code	45.3
Real Right	OWNERSHIP
Map Reference	NS8355
Title Number	LAN188581
Cadastral Unit	LAN188581
Sasine Search	
Property address	MORNINGSIDE FARM MILL ROAD, WISHAW ML2 9QR

Description

Subjects MORNINGSIDE FARM, MILL ROAD, WISHAW ML2 9QR edged red on the Title Plan being 45.3 hectares in measurement on the Ordnance Map; Together with (First) the right to use for all usual purposes all existing private roads and ways forming part of any other portion of the lands of Morningside, of which the subjects in this Title form part, which are at present so used and such roads and ways shall be maintained by the parties using the same so far as such roads and ways are not maintainable otherwise; (Second) the right to use for the water supply, drainage and sewerage of the subjects in this Title all existing springs, wells, streams, water-courses, reservoirs, tanks, pipes and connections, drains, ditches, sewers and others in or under any other parts of the said lands of Morningside which are at present so used, with right of access for the maintenance or renewal or alteration of levels of the same upon payment of any surface damage occasioned; (Third) the servitude rights set out in the Disposition in Entry 9 of the Burdens Section and (Fourth) the subsisting rights to real burdens specified in the Schedule below.

Notes

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entries 1, 2 and 4 and Feu Contract in Entry 3 of the Burdens Section.
2. The Disposition in Entry 8 of the Burdens Section contains burdens which benefit the subjects in this Title.

Schedule of Particulars Relative to Subsisting Rights to Real Burdens

Entry No	Benefited Property	Real Burdens	Burdened Property
1	subjects in this Title	Disposition to Melanie Collins and another, registered 22 May 2006, in Entry 9 of the Burdens Section	subjects at Morningside Farm, Newmains, registered under Title Number LAN37583 under exception of the subjects in this Title

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Section B**LAN188581**

Proprietorship

ANDREW KENNETH HILL Mauldslie Mains House Mauldslie Mains Farm, Carluke, ML8 5HW.

Entry number	1
Date of registration	23-05-2019
Date of Entry	22-05-2019
Consideration	£380,000

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Section C

LAN188581

Securities

There are no entries.

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Section D

LAN188581

Burdens

Number of Burdens: 9

Burden 1 Preamble

Disposition by Robert Rollo as Trustee of Sir Henry Stewart of Allanton with a consent to the Wilsonton Morningside and Coltness Railway Company and their successors and assignees, recorded G.R. 5 Sep. 1843 of (1) 12.825 acres of ground and (2) 5.042 acres of ground, contains the following burdens:

Burden 2 Preamble

Disposition by Robert Rollo as Trustee of Sir Henry Stewart to Edinburgh and Glasgow Railway Company and their successors and assignees, recorded G.R. 14 Apr. 1851 of the two plots of ground in the Disposition in Entry 1 plus additional ground extending in total to (1) 13.25 acres and (2) 5.625 acres, contains the following burden:

Burden 3 Preamble

Feu Contract containing Feu Disposition by Dame Elizabeth Margaret Seton Stewart to Edinburgh and Glasgow Railway Company and their successors and assignees, recorded G.R. 3 Dec. 1863 of 1 acre of ground contains the following burden:

Burden 4 Preamble

Disposition by Trustees of Sir Douglas Archibald Seton Steuart to Herbert John Baker and his heirs and assignees, recorded G.R.S. (Lanark) 10 Nov. 1931 of (I) 3 acres 3 roods 11 poles 16 yards, (II) lands called Damside, (III) 9 acres 2 roods 8 poles 15 yards, (IV) houses and garden ground part of lands of Alcatmair, (V) 4 merk lands of Allantown and Westertown, 3 merk lands of Catburn, Torbush and Croftfoot, 2 merk lands of Morningside and lands of Hungryhill (under exceptions), (VI) 2 merk lands of Daviesdykes (under exceptions) and (VII) Lease of 1500 square yards, of which that part of the subjects in this Title tinted pink on the Title Plan forms part, contains the following burdens:

Burden 5 Preamble

Disposition by Herbert John Baker to Clara Baker and her heirs and assignees, recorded G.R.S. (Lanark) 27 Nov. 1931 of Farm and Lands of Morningside, of which that part of the subjects in this Title tinted pink on the Title Plan forms part, contains the following burdens:

Burden 6 Preamble

Disposition by Clara Lundie or Baker and Trustees of Herbert John Baker to John Pender and his heirs and assignees, recorded G.R.S. (Lanark) 22 Nov. 1937, of inter alia subjects, of which that part of the subjects in this Title tinted pink on the Title Plan forms part, contains the following burdens:

Burden 7 Preamble

Disposition by British Railways Board to Andrew Allan Pender and his assignees, registered 11 Jan. 1988, of subjects, of which that part of the subjects in this Title tinted blue on the Title Plan forms part, contains the following burdens:

Burden 8 Preamble

Disposition by H J Banks & Company Limited to Ronald Stewart Banks and Elspeth Mary Banks and their assignees (hereinafter referred to as " the disponees), registered 8 Jul. 2003, of the parts tinted brown on the Title Plan, contains the following burdens which affect the subjects in this Title:

Burden 9 Preamble

Disposition by H J Banks and Company Limited to Melanie Collins and Donal Nolan and their successors and assignees, registered 22 May 2006, of Morningside Farmhouse and adjoining land, being the subjects in this Title, contains the following real burdens and servitudes:

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Full Burdens

Burden 1

Disposition by Robert Rollo as Trustee of Sir Henry Stewart of Allanton with a consent to the Wilsonton Morningside and Coltness Railway Company and their successors and assignees, recorded G.R. 5 Sep. 1843 of (1) 12.825 acres of ground and (2) 5.042 acres of ground, contains the following burdens:

Excepting always from the above conveyance the whole coal, ironstone, limestone and other metals and minerals under the said pieces of ground above disposed and below the level of the operations of the said Company in forming the said Railway and Works which coal, limestone,

ironstone and other metals and minerals shall remain and continue the sole property and for the sole use and behoof of me as Trustee foresaid or to those acquiring right from me thereto or to the remaining parts of the lands of Croftfoot and Morningside and Darncavel and the said Company shall have no right or property therein; But declaring always that the working of such metals and minerals by me or my foresaids shall be regulated by the provisions in the act of Parliament relative thereto; Declaring further that the said Railway Company by their acceptation hereof bind and oblige themselves and their foresaids at their own expenses to erect and maintain in all time coming good and sufficient fences separating both of the pieces of ground hereby disposed through their whole extents from the other parts of the Estate of Allanton bounding the same; Item to make, maintain and keep clear in all time coming a ditch, drain or conduit to carry off the water from the said Railway so far as it passes through the said Estate; Item to erect and maintain in all time coming at their own expense a bridge at each of the two places marked and delineated on the foresaid plan of the said lands of Croftfoot and Morningside; Item at their own expense to form a fenced farm road through the fields marked numbers Ninety nine and one hundred and one and through the plantations marked Numbers one hundred and two and Ninety seven on the said plan; Item a fenced farm road through the plantation marked Number One hundred and four on the said plan; As also a fenced farm road from the Bridge in the field marked number One hundred and one on the said plan to the parish burn to the march of Watsonfoot all as delineated on the said plan; As also to erect gates to connect the said farm roads with the fields to which the said roads are to afford access respectively; And also at their own expense to make a proper watering place for cattle in the field marked number Ninety nine on the said plan lying on the North side of the Railway; And also at their own expense to convert the ground of the road marked number Ninety eight on the said plan into arable land; And further at their own expense to erect and maintain in all time coming a Bridge in the lands of Darncavel at the place marked and delineated on the foresaid plan of the said lands; As also to erect and maintain in all time coming an iron aqueduct over the said Railway in the said lands of Darncavel and in the field thereof marked number Sixty six Allanton Loch and thereby diverting the present course of the said water as shown on the said plan wherefrom the present course of the said water so far as in the line of the said Railway may and shall be shut up by the said Company and discontinued; Reserving allenarly any claim which may hereafter arise to me Robert Rollo or to the tenant in said lands of Darncavel or his heirs for any temporary or surface damages to be occasioned to the said lands in the course of the operations of the said Company beyond the limits of the pieces of ground hereby disposed; Declaring as it is hereby expressly provided and declared that the said Wilsonton Morningside and Caltness Railway Company shall have full power and liberty and the same is hereby granted to them to assume and possess such grounds as they may require for spoil banks on the farm of Darncavel the consideration wherefor shall be the damages to be ascertained by the Arbiters under a Deed of submission and agreement between me the said Robert Rollo and the said Company bearing dates the fifth and eighth days of March Eighteen hundred and forty two when the description and manner of selling are seen. Note: The plan annexed to the above deed has not been produced to the Keeper. The position of the bridges &c. cannot therefore be determined in relation to the subjects in this Title.

Burden 2

Disposition by Robert Rollo as Trustee of Sir Henry Stewart to Edinburgh and Glasgow Railway Company and their successors and assignees, recorded G.R. 14 Apr. 1851 of the two plots of ground in the Disposition in Entry 1 plus additional ground extending in total to (1) 13.25 acres and (2) 5.625 acres, contains the following burden:

But excepting always from the above conveyance the whole coal, ironstone, limestone and other metals and minerals under the said pieces of ground above disposed and below the level of the operations of the said company in forming the said Railway and works, which coal, limestone, ironstone and other metals and minerals shall remain and continue the sole property and for the sole use and behoof of me as Trustee foresaid or those acquiring right from me thereto or to the remaining parts of the lands of Darncavel, Croftfoot and Morningside and the said company shall have no right of property therein; But declaring always that the working of such metals and minerals by me or my foresaids shall be regulated by the provisions in the Act of Parliament relative thereto; Declaring further that the said Railway Company by their acceptation hereof Bind and Oblige themselves and their foresaids at their own expenses to erect in so far as not already done and maintain in all time coming good and sufficient fences separating both of the pieces of ground hereby disposed through their whole extent from the other parts of the estate of Allanton bounding the same; Item to make and maintain in so far as not already done and to keep clear in all time coming a ditch, drain or conduit to carry off the water from the Railway so far as it passes through the estate; Item to erect in so far as not already done and thereafter maintain in all time coming at their own expense a bridge at each of the two places marked and delineated on the plan of the said lands of Croftfoot and Morningside; Item at their own expense to form in so far as not already done a fenced farm road through the fields marked numbers ninety nine and one hundred and one and through the plantations marked numbers one hundred and two and ninety seven on the said plan; Item a feued farm road in so far as not already done through the plantation marked number one hundred and five on the said plan as also a fenced farm road from the bridge in the field marked number one hundred and one on the said plan to the parish road; As also a fenced farm road through the plantation marked Two D to the burn and from the burn to the march of Watsonfoot as also in so far as not already done to erect gates to connect the said farm road with the fields to which the said roads are to afford access respectively and Also at their own expense in so far as not already done to make a proper watering place for Cattle in the field marked number ninety nine on the said plan lying on the north side of the Railway and Also at their own expense to convert in so far as not already done the ground of the road marked number ninety eight on the said plan into arable land, and further at their own expense to erect in so far as not already done and maintain in all time coming a Bridge in the lands of Darncavel at the place marked and delineated on the foresaid plan of the said lands; As also to erect in so far as not already done and maintain in all time coming an iron aqueduct over the said Railway in the said lands of Darncavel and in the field thereof marked number sixty six on the said plan with connecting drains for conveying the water flowing from the south towards Allanton Loch and thereby diverting the present course of the said water as shown on the said plan whereupon the present course of the said water as shown on the said plan so far as in the line of the said Railway may and shall be shut up by the said Company and discontinued all which obligations on the said Railway Company shall be and hereby are held and accepted by me the said Robert Rollo with consent foresaid and my foresaids in full of all accommodation Works of whatever kind provided by the Statute or otherwise for upon or in respect of the estate of Allanton any other or further claim that might be alleged by us or either of us therefore being included and comprehended in

the consideration money herein before acknowledged; Reserving Allenarly any claim which may hereafter arise to me the said Robert Rollo or to the tenants in the lands of Darncavel Morningside and Croftfoot or their heirs for any temporary or surface damages to be occasioned to the said lands in the course of the operations of the said company beyond the limits of the pieces of ground hereby disposed. Note: The plan annexed to the above deed has not been produced to the Keeper. The position of the bridge &c. cannot therefore be determined in relation to the subjects in this Title.

Burden 3

Feu Contract containing Feu Disposition by Dame Elizabeth Margaret Seton Stewart to Edinburgh and Glasgow Railway Company and their successors and assignees, recorded G.R. 3 Dec. 1863 of 1 acre of ground contains the following burden:

Reserving always to the said Dame Elizabeth Margaret Seton Stewart and her heirs and successors the whole coal, limestone, ironstone and other metals and minerals within the piece of ground hereby disposed and full power to search for, work, win, and carry away the same but subject to the conditions with respect to the working of mines contained in the Eighth and Ninth Victoria Chapter thirty three; But Declaring that the said Edinburgh and Glasgow Railway Company or their foresaids shall have no claim for any damages in respect of sites of the surface or for any other damages which may be caused by or through the underground workings before the date of their entry of Martinmas 1863; And Providing and Declaring that the said Dame Elizabeth Margaret Seton Stewart and her foresaids shall be bound and obliged to free and relieve the said Edinburgh and Glasgow Railway Company of all claims by the Tenant of said piece of ground for loss of profits, seeds, manure and otherwise if any such exist or should hereafter arise; And Providing and Declaring that the piece of ground hereby conveyed shall be used solely for the purpose of forming a siding thereon in connection with the said Railway, or for other Railway purposes and that previous to the said Edinburgh and Glasgow Railway Company extending the siding eastwards beyond the Westside of the present wing walls of the Bridge over the occupation road they shall be bound to extend the Bridge so as to give an access below the siding as is at present enjoyed under the main line of Railway.

Burden 4

Disposition by Trustees of Sir Douglas Archibald Seton Steuart to Herbert John Baker and his heirs and assignees, recorded G.R.S. (Lanark) 10 Nov. 1931 of (I) 3 acres 3 roods 11 poles 16 yards, (II) lands called Damside, (III) 9 acres 2 roods 8 poles 15 yards, (IV) houses and garden ground part of lands of Altcatmuir, (V) 4 merk lands of Allantown and Westertown, 3 merk lands of Catburn, Torbush and Croftfoot, 2 merk lands of Morningside and lands of Hungryhill (under exceptions), (VI) 2 merk lands of Daviesdykes (under exceptions) and (VII) Lease of 1500 square yards, of which that part of the subjects in this Title tinted pink on the Title Plan forms part, contains the following burdens:

DECLARING that there is excepted and reserved from the subjects hereby disposed all coal, ironstone, shale, fireclay and other minerals in that part of said lands hereby disposed shown within the two areas edged green and blue on the plan annexed hereto with power to us the

disponers and our successors and our or their tenants to work, win, raise, store and carry away the coal and other reserved minerals, to coke coal, calcine ironstone, distil shale and burn bricks from the reserved minerals or from coal, ironstone, shale, fireclay and debris wrought from other lands belonging to or occupied or which may belong to or be occupied by us or our successors as owners of the reserved minerals by means of the pits on the surface of the said areas and for these purposes and within said areas to sink pits, drive levels and mines, form open casts, make roads and railroads, erect machinery, form water courses and ponds, erect workmen's houses for workmen employed in connection with the working or manufacture of the reserved coal and other minerals; and generally power to do everything in, under and upon the surface of the said areas necessary for the regular working of the coal and other reserved minerals, including power to withdraw support from the surface of the lands and storing, coking, calcining, distilling, burning and carrying away the reserved minerals or minerals from other lands belonging to or occupied by or which may belong to or be occupied by us or our successors or our or their tenants by means of pits upon the said areas; also power to use the water in the said areas, we and our successors as owners of the reserved minerals and our or their tenants being bound to use the said water to wash and coke the said coal, to calcine said ironstone, to distil the said shale, to burn the said bricks, and to carry on our or their operations so as not to pollute the said water or otherwise cause a nuisance; the sites of any pits which we or our successors as owners of the reserved minerals or our or their tenants may desire to sink as well as the sites of any workmen's houses, workshops, engine buildings, calcining places, shale retorts and brickworks, and any other buildings and any roads, railways, water courses and others authorised as above mentioned to be erected or formed on the said areas shall be submitted to our said disponent or his successors as owners of the surface, and be approved of in writing by him or them (such approval not being unreasonably withheld) due regard being had to the amenity of the Estate and to the interests of our said disponent and his successors as owners of the surface of said areas in connection therewith: and in particular it is provided that without express approval in writing of the owner of the surface, we or our successors as owners of the minerals or our or their tenants shall not be entitled to sink any pits or perform any operations to be authorised as aforesaid, within any wood or belt of planting, policies, gardens, stackyards or farm steadings, and that all steam engines which we or our successors as owners of the reserved minerals or our or their tenants may erect on the said areas shall not be worked within fifty yards of any dwellinghouse belonging to our said disponent or his successors as owners of the surface of the said areas, and shall have a stalk or chimney of a neat construction which shall be at least fifty feet in height; our said disponent and his successors as owners of the surface of said areas shall have power to form railways within the same for the use of the Estate or the surface Lots, as the case may be, crossing on a Level those railways which we or our successors as owners of the reserved minerals or our or their tenants may have formed or may hereafter form for our or their own accommodation; but in exercising this power our said disponent and his successors as owners of the surface shall be bound to avoid obstructing the railways belonging to us or our successors as owners of the reserved minerals so far as it is possible to do so; we and our successors as owners of the reserved minerals and our or their tenants shall have power, so far as we can grant the same, to connect and communicate above or below ground, the roads, railways, water courses, levels, mines and mineral workings in the said areas with those of adjoining or neighbouring lands belonging to or in the occupation of us or our successors as owners of the reserved minerals, and to work and convey the minerals in such adjoining or neighbouring lands and other traffic connected therewith through and from mines and pits within the said areas and over and along roads and railways therefrom, formed or to be formed by us or our successors as owners of the reserved minerals and that free of any wayleave, and so far as we can grant the same, power to remove the minerals thereby

conveyed through and from mines and pits and by roads and railways on or in adjoining or neighbouring lands; we or our successors as owners of the reserved minerals shall be bound to fill up any pit made or to be made within said areas by us or our tenants when they think fit to do so, and until it is filled up to fence it with a stone wall six feet high and to bear the entire responsibility in case of any accidents occurring while the pits or mines remain open or unfenced; also to fence and enclose in a sufficient manner when taken possession of all ground occupied by us or them and to maintain said fences during our or their occupation; also to make payment and satisfaction to our said disponee or his successors as owners of the surface and his or their tenants for all loss, injury or damage he or they may sustain, and for which he or they may be legally entitled to make a claim by and through the operations of us or our successors as owners of the reserved minerals or our or their tenants after the term of Whitsunday 1931 or after the commencement of the current leases of the minerals in said areas in the working, manufacturing and carrying away of the reserved minerals or in any other way connected with the authorised operations, it being provided that the damage to buildings shall be limited to damage to existing buildings or others substituted for them, damage to any additional or new buildings not in substitution of existing buildings being excluded; we and our successors as owners of the reserved minerals shall be bound to pay to our said disponee or his successors as owners of the surface annually at Whitsunday a rent for all ground which may be occupied in virtue of the above-mentioned powers by our or our successors' buildings, roads, railways and otherwise as such rent, failing agreement, shall be fixed by two Arbiters chosen by the parties or by an oversman to be nominated by such arbiters in case they shall differ in opinion, and to continue the payment of such rent until the ground shall be restored as aftermentioned; we and our successors as owners of the reserved minerals shall be entitled, when the minerals are worked out (of which we or they shall be the sole judges) to restore all ground rendered unprofitable or damaged by our or their operations into the same arable state and condition as it was at the term of Whitsunday 1931, or at the time operations on the surface of the said areas commenced under existing mineral leases or otherwise in our or their option to compensate our said disponee or his successors as owners of the surface of the said areas for the injury sustained at the rate of twenty five years' purchase of the agricultural or pastoral value thereof (as if restored as aforesaid) as such value, failing agreement, shall be ascertained by arbitration as aforesaid; it being provided that we and our successors as owners of the reserved minerals, shall after payment of all claims competent to the owners of the surface of the said areas by virtue of the foregoing provisions or on providing security for payment thereof to the satisfaction of our said disponee or his successors as owners of the surface of said areas, be at liberty and entitled to remove and dispose of the whole machinery, utensils, plant, pit fittings and others at pleasure, and to remove the buildings and houses erected by us or our successors in virtue of the foregoing provisions.

Note: The plan annexed to the said Disposition has not been produced to the Keeper. The said areas edged green and blue thereon cannot therefore be determined in relation to the subjects in this Title.

Burden 5

Disposition by Herbert John Baker to Clara Baker and her heirs and assignees, recorded G.R.S. (Lanark) 27 Nov. 1931 of Farm and Lands of Morningside, of which that part of the subjects in this Title tinted pink on the Title Plan forms part, contains the following burdens:

Reserving always to me and my successors in the whole lands so far as not hereby disposed (First) the right to use for all usual purposes all existing private roads and ways forming part of the subjects hereby disposed which are at present so used and such roads and ways shall be maintained by the parties using the same so far as such roads and ways are not maintainable otherwise; and (Second) the right to use for the water supply, drainage and sewerage of the other portions of the said whole lands all existing springs, wells, streams, water-courses, reservoirs, tanks, pipes and connections, drains, ditches, sewers and others in or under the subjects hereby disposed which are at present so used, with right of access for the maintenance or renewal or alteration of levels of the same, upon payment of any surface damage occasioned.

Burden 6

Disposition by Clara Lundie or Baker and Trustees of Herbert John Baker to John Pender and his heirs and assignees, recorded G.R.S. (Lanark) 22 Nov. 1937, of inter alia subjects, of which that part of the subjects in this Title tinted pink on the Title Plan forms part, contains the following burdens:

(First) subject to the provisions hereinafter made in the (Second) place where the subjects hereby disposed are bounded by a stream or ditch the centre thereof shall form the boundary and such streams and ditches shall be kept clear and redd by the proprietors on each side and where the subjects hereby disposed are bounded by a road, wall, sunk dyke, turf baulk, hedge, fence or the like, the centre thereof shall form the boundary and the same shall be mutual property and shall be maintained by the proprietors on each side; and

(Second) where the subjects hereby adjoin subjects not forming part of the whole lands of which the subjects hereby disposed form parts the boundary shall be the boundary thereof as possessed by us or any of us.

Burden 7

Disposition by British Railways Board to Andrew Allan Pender and his assignees, registered 11 Jan. 1988, of subjects, of which that part of the subjects in this Title tinted blue on the Title Plan forms 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 disponent shall satisfy himself 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 our said disponent's operations in erecting buildings on the said subjects or otherwise;

(Second) Our said disponent shall before carrying out any operations or commencing the erection of any buildings on the said subjects submit to our Estate Surveyor and Manager, Scotrail House, Fifty-eight Port Dundas Road, Glasgow, 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 in regard to said plans for the protection of our remaining property;

(Third) Our said disponee shall fence off the said subjects from our remaining land and shall thereafter uphold and maintain the said fences together with all existing walls and fences, and when necessary, renew the said fences together with all existing fences at our sight and to our satisfaction and free of expense to us; Declaring that we shall have no right to insist on the maintenance of existing fences which march within Morningside Farm, Newmains; and

(Fourth) Our said disponee shall free and relieve us of all obligations incumbent upon us to uphold and maintain any fences, drains, ditches, bridges, water supplies or other works within or connected with the said subjects.

Burden 8

Disposition by H J Banks & Company Limited to Ronald Stewart Banks and Elspeth Mary Banks and their assignees (hereinafter referred to as " the disponees), registered 8 Jul. 2003, of the parts tinted brown on the Title Plan, contains the following burdens which affect the subjects in this Title:

(One) There shall be reserved in our favour and our successors and assignees the right to lay, use, maintain, repair and replace drains, watercourses and water mains with ancillary connections and other apparatus in, over, under or upon the subjects hereby disposed as may be required by us and our foresaids together with all rights of entry upon the subjects hereby disposed on giving reasonable prior notice for the purpose of connecting into, inspecting, cleansing, maintenance, repair and renewal of the same subject always to the making good of any damage caused to the subjects hereby disposed and exercise of such right;

(Two) Our said disponees are prohibited from using the whole or any part or parts of the subjects hereby disposed other than for normal agricultural purposes for a period of five years from and after the date of entry being 17 May 2003 without the prior written consent of us and our foresaids which consent will only be granted in return for payment to us and our foresaids of the sum known as "the Additional Price" calculated on the formula:

The additional price is calculated on the following formula:

$$AP=(X-£3,000)/2$$

Where:

'AP' is the Additional Price; and

'X' is the value of the whole of the subjects with the benefit of the change of use, which value the subjects would be likely to obtain on a sale at arms length between a willing buyer and a willing seller on the open market, which value shall, for the avoidance of doubt, incorporate any development or developments value for which planning permission is granted whether implemented or not. A survey to verify 'X' shall be carried out by an independent surveyor to be

agreed between the parties or, in the absence of agreement, to be appointed by the Chairman for the time being of the Scottish branch of the Royal Institute of Chartered Surveyors.

The Additional Price shall be payable together with all, if any, Value Added Tax thereon in exchange for a valid VAT invoice, to the sellers on the date of issue of the seller's consent to the said change of use, and interest shall become due and payable at 4% above the Bank of Scotland base rate from the due date for payment until payment is received in full by the sellers.

For the avoidance of doubt, the Additional Price will not be applied if the subjects are used as a business for agricultural purposes for which no Change of Use by the relevant authorities is required;

(Three) Our said disponees shall erect at their own cost a permanent stockproof fence on the boundary of the subjects between points lettered A and B and B and C in blue on the said plan (insofar as not already erected by us) within two months of the said date of entry and will thereafter repair, maintain and renew same.

Burden 9

Disposition by H J Banks and Company Limited to Melanie Collins and Donal Nolan and their successors and assignees, registered 22 May 2006, of Morningside Farmhouse and adjoining land, being the subjects in this Title, contains the following real burdens and servitudes:

The whole servitude rights and others referred to in the Title Sheet for LAN37583 (being the servitude rights described First and Second in the Property Section) imposed on the retained property (as after defined) in favour of the subjects hereby disposed in so far as relating to the subjects hereby disposed and then only to the extent necessary for the beneficial use and occupation of the subjects hereby disposed;

Declaring that, without prejudice to the foregoing generality, the existing right benefiting the said whole subjects currently registered under title number LAN37583 (whereby the proprietor of said whole subjects has the right to use for all purposes all existing roads and ways forming part of the lands of Morningside) shall, insofar as it relates to the track leading from Mill Road to the bridge aftermentioned (as the solum of said track is tinted yellow on the Title Plan) shall be exercisable by and for the benefit of both our said disponees and their successors as proprietors of the subjects hereby disposed and by and for the benefit of us and our successors of the retained property;

But always with and under the real burden imposed on the subjects hereby disposed and the retained property for the benefit of us and our successors as proprietors of the retained property and our said disponees and their successors as proprietors of the subjects hereby disposed of the costs of maintenance of the said track and the repair, maintenance and renewal of the said bridge, each being borne, in questions between the proprietors of the subjects hereby disposed and the proprietors of the retained property, according to user;

And also with and under the following servitudes imposed on the subjects hereby disposed in favour of us and our successors and assignees as proprietors of the retained property (which comprises the subjects registered under Title Number LAN37583 under exception of the

subjects hereby disposed) of (One) the right to use, maintain, repair and replace all existing drains, watercourses and water mains with ancillary connections and other apparatus (as currently used by us and/or serving the retained property) in, over, under or upon the subjects hereby disposed (the "burdened property") together with all rights of entry upon the burdened property on giving reasonable prior notice for the purpose of inspecting, cleansing, maintenance, repair and renewal of the same subject always to the making good of any damage caused to the burdened property in the exercise of such right and (Two) a servitude right to use the bridge lying generally to the south or south east of Morningside Farmhouse hatched blue on said plan leading over the former (now dismantled) railway line;

But declaring also that we and our successors as proprietors of the retained property shall, in exercising the foregoing right, not overload said bridge nor impose upon it a greater strain than it is reasonably capable of bearing (allowing due margin for safety), any dispute between the parties or their respective successors as to the loading or strain imposed on said bridge being resolved by arbitration in accordance with the award of an arbiter to be mutually appointed or, failing agreement as to the identity of such arbiter within one month of one party first suggesting a named individual or individuals in writing to the other, to be appointed on the application of either party by the President or other senior office holder from time to time of the Law Society of Scotland.

*Pedigree Applications***COPY**

Title Information: LAN188581

Search summary

Date/Time of search	19-04-2021 13:48:36
Transaction number	SCO-07815856
User Reference	AJD/TCJ/HIL007-006

19/04/2021

Title Information for LAN188581 - ScotLIS - Registers of Scotland

Title Sheet

You have not purchased the title sheet

Pending Applications**LAN188581**

Application Number	19LAN21392
Date of Application	18-06-2019
Valid From	
Valid To	
Application Status	CONFIRMED
Consideration	£90,750 inclusive of any Value Added Tax thereon
Title number	LAN240126
Application Type	Transfer of Part
Parent Title Number	LAN188581

Applicants

THOMAS PARKIN, EILEEN PARKIN, ROBERT JOSEPH ORR PARKIN as Partners of and Trustees for the Firm of MESSRS J & T PARKIN, FARMERS, all, DAVIESDYKE FARM, WISHAW, ML2 9PJ

Granters

ANDREW KENNETH HILL,

Property Addresses

MORNINGSIDE FARM, MILL ROAD, WISHAW, ML2 9QR

Additional Information

Area of ground extending to 14.307 ha or thereby.

Deeds

Agent No.	Deed type	Deed Details
5209	Disposition	Andrew Kenneth Hill ifo the Trustees of Messrs J & T Parkin, Farmers

Until completed, applications to register deeds are subject to rejection or withdrawal. Advance Notices will remain on the Application Record for 35 days unless they are discharged.

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Granters

ANDREW KENNETH HILL,

Property Addresses

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Additional Information

Area of ground extending to 14.307 ha or thereby.

Deeds

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Application Number	21LAN06566
Date of Application	26-02-2021
Valid From	
Valid To	
Application Status	CONFIRMED
Consideration	£80,000.00
Title number	LAN245012
Application Type	Transfer of Part
Parent Title Number	LAN188581

Applicants

JOHN REID, MORNINGSID FARM, MILL ROAD, WISHAW, ML2 9QR

Granters

ANDREW KENNETH HILL,

Property Addresses

MORNINGSID FARM, MILL ROAD, WISHAW, ML2 9QR

Additional Information

Area of ground extending to 0.69 hA or thereby. Dual Registration with 21LAN06567

Deeds

Agent No.	Deed type	Deed Details
6209	Disposition and Grant/Deed of Servitude	Andrew Kenneth Hill ifo John Reid

Until completed, applications to register deeds are subject to rejection or withdrawal. Advance Notices will remain on the Application Record for 35 days unless they are discharged.

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19/04/2021

Title Information for LAN188581 - ScotLIS - Registers of Scotland

Application Number 21LAN06567

Date of Application 26-02-2021

Valid From

Valid To

Application Status CONFIRMED

Consideration

Title number LAN188581

Application Type Dealing with Whole

Parent Title Number

Applicants

NOT APPLICABLE,

Property Addresses

MORNINGSIDE FARM, MILL ROAD, WISHAW, ML2 9QR

Additional Information

Area of ground extending to 0.69 hA or thereby. Dual Registration with 21LAN06566

Deeds

Agent No.	Deed type	Deed Details
6209	Disposition and Grant/Deed of Servitude	(Dual Registration only) Andrew Kenneth Hill ifo John Reid

Until completed, applications to register deeds are subject to rejection or withdrawal. Advance Notices will remain on the Application Record for 35 days unless they are discharged.
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Reid Disposition

COPY

I, ANDREW KENNETH HILL, residing at Mauldslie Mains House, Mauldslie Mains Farm, Carluke, ML8 5HW, registered proprietor of the subjects and others hereinafter disposed, IN CONSIDERATION of the price of EIGHTY THOUSAND POUNDS (£80,000) STERLING paid to me by JOHN REID, formerly residing at Twenty five Bourtree Crescent, Law and now at c/o Morningside Farm, Mill Road, Wishaw, ML2 9QR, of which sum I hereby acknowledge the receipt and discharge him HAVE SOLD and DO HEREBY DISPONE to and in favour of the said John Reid and to his Executors, successors and assignees whomsoever heritably and irredeemably ALL and WHOLE that plot or area of ground extending to 0.69 hectares (1.70 acres) or thereby and shown shaded pink on the plan annexed and signed as relative hereto (hereinafter referred to as the "Plan"); which subjects form PART and PORTION of the subjects registered in the Land Register of Scotland under Title Number LAN188581; TOGETHER WITH (ONE) the fixtures and fittings and all erections and outbuildings thereon; (TWO) the parts, privileges and pertinents and (THREE) my whole right, title and interest present and future in and to the subjects hereby disposed; TOGETHER ALSO WITH (A) the benefit of the servitude rights contained in Part 2 of the schedule annexed and signed as relative to this Disposition (hereinafter referred to as the "Schedule") which Schedule forms part of this Disposition and will have effect as if set out in full in the body of this Disposition; and (B) the benefit of the real burdens contained in Part 5 of the Schedule; BUT ALWAYS WITH AND UNDER (I) the servitude rights contained in Part 3 of the Schedule; and (II) the real burdens contained in Part 4 of the Schedule; WITH ENTRY as at the _____ day of _____, Two Thousand and _____ ;

And I hereby declare that the subjects and others hereinbefore disposed are not (a) a matrimonial home in relation to which I have a spouse who has occupancy rights, the expressions "matrimonial home" and "occupancy rights" having the meanings prescribed to them by the Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, or (b)

a family home in relation to which a civil, partner of mine has occupancy rights in terms of the Civil Partnership Act 2004; And I grant warrandice: IN WITNESS WHEREOF this document is signed and witnessed as shown below:-

SIGNATURE OF WITNESS

[Redacted Signature]

Full Name..... *Scarmis Lavin Dale*

Address.....



DALES
SOLICITORS LLP
18 Wallace Street
Galston
Ayrshire
KA4 8HP

SIGNATURE OF GRANTER

[Redacted Signature]

Date..... *28/1/2021*

Place..... *Galston*

This is the Schedule annexed to the Disposition by Andrew Kenneth Hill in favour of
John Reid

Part 1
Interpretation

In this Schedule:

"Conveyed Property" means ALL and WHOLE the property disposed by the foregoing Disposition of which this Schedule forms part.

"Conveyed Proprietor" means the respective heritable proprietor or proprietors from time to time of the Conveyed Property.

"March Boundaries" means those boundaries separating the Conveyed Property and the Retained Property, to include all such fences, walls or other forms of dividing features, such features to be maintained to a reasonable standard for both cattle and sheep at all times.

"Retained Property" means ALL and WHOLE the subjects registered in the Land Register under Title Number LAN188581; under exception of the Conveyed Property.

"Retained Proprietor" means the respective heritable proprietor or proprietors from time to time of the Retained Property.

"Service Media" means all drainage ditches, pipes, cables, wires, joints, conduits, and associated apparatus (whether existing or otherwise) which have the effect of conveying services such as water, drainage, electricity or telecommunications and similar conducting media.

Part 2
Servitudes affecting the Retained Property

The following servitudes are imposed on the Retained Property in favour of the Conveyed Property:-

A heritable and irredeemable servitude right of wayleave to connect to and use any Service Media which is located on or under the Retained Property and is required to serve the dwellinghouse to be erected on the Conveyed Property, together with a non-exclusive right of access over the Retained Property for the purposes of inspecting, maintaining, repairing and (where necessary) renewing the Service Media and March Boundaries..

Part 3
Servitudes affecting the Conveyed Property

The following servitudes are imposed on the Conveyed Property in favour of the Retained Property:-

A heritable and irredeemable servitude right of wayleave to connect to and use any Service Media which is located on or under the Conveyed Property and is required to serve the Retained Property, together with a non-exclusive right of access over the Conveyed Property for the purposes of inspecting, maintaining, repairing and (where necessary) renewing the Service Media and March Boundaries.

Part 4

Burdens affecting the Conveyed Property

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

1. The Conveyed Proprietor shall promptly make good any damage caused as a consequence of the Conveyed Proprietor exercising the servitude rights under Part 2 of the Schedule or in the event that such damage has not been made good, the Conveyed Proprietor shall promptly pay reasonable compensation to the Retained Proprietor, all to the satisfaction of the Retained Proprietor (acting reasonably).
2. The Conveyed Proprietor shall be bound to pay a one half share of the cost of the repair, maintenance and (where necessary) renewal of the March Boundaries, except in the instances provided for in paragraph 3 of this Part 4 of this Schedule and in paragraph 3 of Part 5 of this Schedule.
3. Where damage is caused to any March Boundary by the Conveyed Proprietor, the Conveyed Proprietor's livestock (which includes for purposes of this Schedule, horses) or the Conveyed Proprietor's agents, contractors or employees, in which case the Conveyed Proprietor shall be wholly responsible for the cost of such repair, maintenance and (where necessary) renewal of the damaged March Boundary.
4. It shall not be in the power of the Conveyed Proprietor to sell, alienate, gift (whether *inter vivos* or *mortis causa*) or otherwise dispose of the Conveyed Property or any part thereof to any person (except under statutory authority or compulsion) until the Conveyed Proprietor has first offered the same in writing to the Retained Proprietor at such price [but without the addition thereto of any Value Added Tax, and under exclusion of any Value Added Tax included therein] and on such other conditions as any other person shall have offered for the same; And in the event that the Conveyed Property is being sold as part of a larger area, so that there is no price identifiable for the Conveyed Property, the value of the Conveyed Property shall be fixed, failing agreement, by an expert appointed, failing agreement, by the Sheriff of South Strathclyde, Dumfries and Galloway at Hamilton; And the Retained Proprietor shall be bound to intimate in writing, acceptance or rejection of the said offer within twenty one days after the same shall have been received by the Retained Proprietor or the fixing of the said value by the said experts, failing which acceptance or rejection, the right of pre-emption hereby constituted shall be deemed to be waived; Declaring that the terms of the right of pre-emption contained in this Part 4 Clause 4 of the Schedule are to be regulated by a Minute of Agreement between the said Andrew Kenneth Hill and John Reid, to be entered into on or around the date hereof and to be registered in the Books of Council and Session.

Part 5

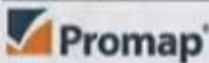
Burdens affecting the Retained Property

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

1. The Retained Proprietor shall promptly make good any damage caused as a consequence of the Retained Proprietor exercising the servitude rights under Part 3 of the Schedule or in the event that such damage has not been made good, the Retained Proprietor shall promptly pay reasonable compensation to the Conveyed Proprietor, all to the satisfaction of the Conveyed Proprietor (acting reasonably).
2. The Retained Proprietor shall be bound to pay a one half share of the cost of the repair, maintenance and (where necessary) renewal of the March Boundaries, except in the instances provided for in paragraph 3 of this Part 5 of this Schedule and in paragraph 3 of Part 4 of this Schedule.
3. Where damage is caused to any March Boundary by the Retained Proprietor, the Retained Proprietor's livestock or the Retained Proprietor's agents, contractors or employees, in which case the Retained Proprietor shall be wholly responsible for the cost of such repair, maintenance and (where necessary) renewal of the damaged March Boundary.

x Andrew WM

MORNINGSIDE FARM
MILL ROAD, WISHAW
LANARKSHIRE, ML2 9QR



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Tel: 01383 826777



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DISPOSITION

By

Andrew Kenneth Hill

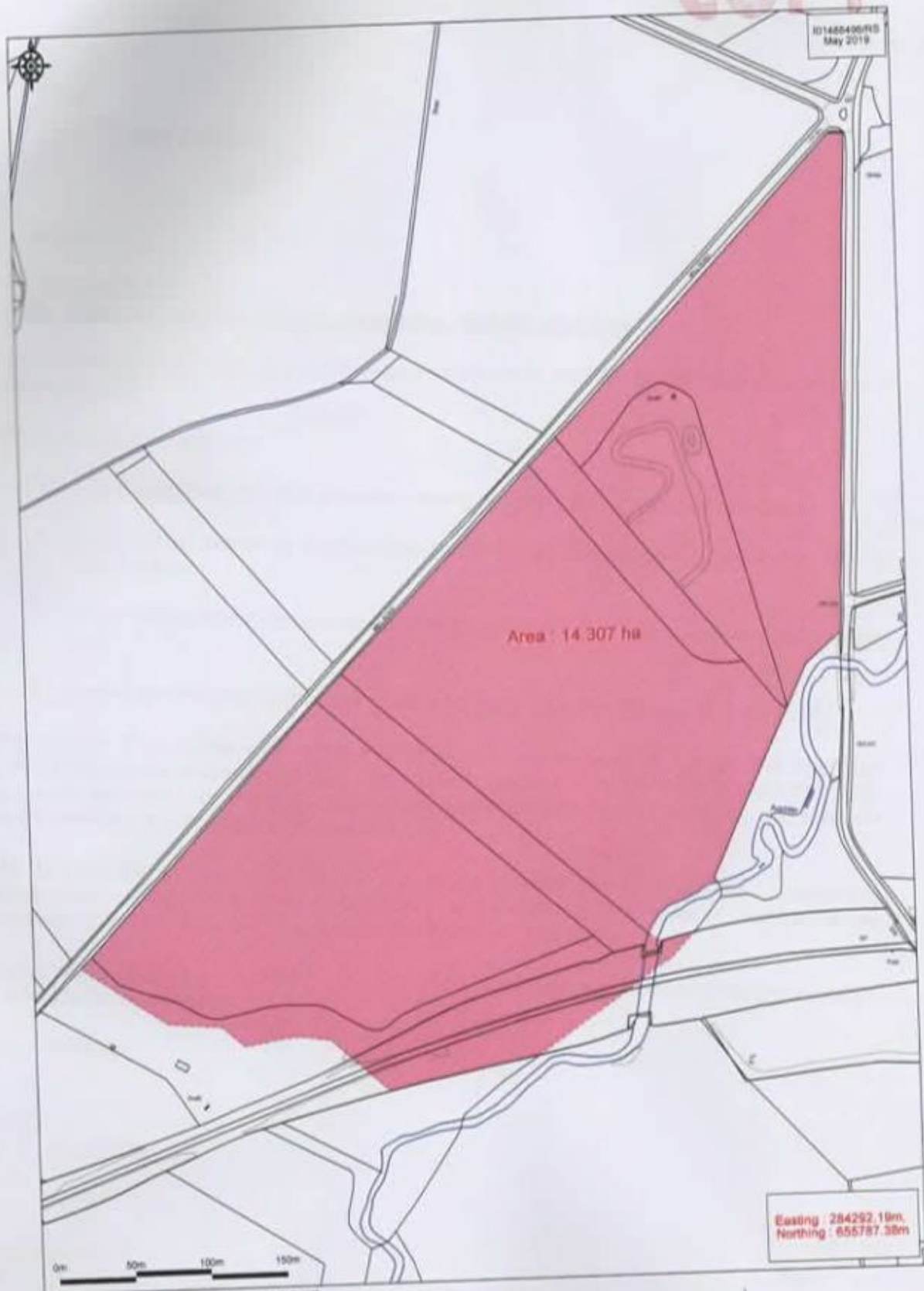
in favour of

John Reid

Messrs. Ness, Gallagher & Co.,
Solicitors
95 Stewarton Street
WISHAW
ML2 8AG

Morningside Farm,
Wishaw ML2 9QR

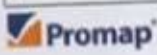
COPY



ID1485406/RIS
May 2019

Area: 14.307 ha

Easting: 284292.19m,
Northing: 655787.38m



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