

Section D

Burdens

Number of Burdens: 4

Burden 1

Disposition by Robert Hathorn Johnston Stewart to Robert Cumming and another and their heirs and assignees, recorded G.R.S. (Wigtown) 5 Mar. 1920, of (1) Farm of Isle extending to 259.885 acres and (2) 69.592 acres being portions of the Farm of Isle and Smiths Croft, contains the following burdens:

Declaring always that there is excluded and reserved to me and my heirs and assignees that portion of the said Farm of Isle and Smiths Croft delineated and bordered green on the tracing from the Ordnance Survey Sheet annexed hereto and lying to the west south and east of the drystone wall running from the rear of buildings near the Harbour to the Life Boat House (and which wall shall be deemed to be a march wall but shall be wholly maintained in all time coming by my said disponees or their foresaids) and also lying to the south and east of the Life Boat House and east and south east of a line formed by the projection northwards as near as may be of the east or south east gable of the Life Boat House to a point at highwater mark and along the north or northwest side of which line my said disponees or their foresaids shall erect a drystone wall five and a half feet high with suitable cope at their own expense prior to Martinmas 1922 and the same shall thereafter be deemed to be a march wall belonging to my said disponees and their foresaids and shall be wholly maintained by them in all time coming declaring further that the lands and others (First) and (Second) hereinbefore disposed are sold and disposed subject to any public rights of way or other servitudes affecting the same and in particular (but without prejudice to the said generality) there are reserved (one) to the County Council Wigtown the water rights and the site of the water collecting tank belonging to them on the lands (second) hereinbefore disposed and the position of which site is indicated on the said tracing and also a wayleave for their water supply pipes therefrom as shown by a red dotted line on the said tracing and which rights and others were granted to them and are held by them in virtue of a letter dated 14 Nov. 1912 from Robert Frederick Brebner Factor, Glasserton to John Gourlay Martin Chairman of the Isle of Whithorn District Water Committee (a copy of which certified by the said Robert Frederick Brebner is herewith delivered) or to which the County Council may have right otherwise and I the said Robert Hathorn Johnston Stewart do hereby assign to my said disponees all rights to water supplies as above described and to the claims for damages made competent thereby so far as referring to the possession after the date of my said disponees entry to the subjects hereby disposed (being Martinmas 1919) and (two) all rights competent to the Commissioners for the protection of ancient monuments on the Site of St Ninians Kirk and the ruins of which Kirk in so far as fenced off with an iron railing together with right of access thereto. Note: The tracing annexed to the said Disposition has not been produced to the Keeper. The said part delineated and bordered green, the site of the water collecting tank and the water supply pipes shown by a red dotted line cannot therefore be determined in relation to the subjects in this Title.

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Burden 2

Disposition by Robert Cumming and another to Hugh Watson, recorded G.R.S. (Wigtown) 30 Apr. 1945, of (1) the Farm of Isle extending to 259.885 acres and (2) portions of the Farm of Isle and Smith's Croft extending to 69.592 acres, contains the following burdens:

There are reserved to the County Council of Wigtown the water rights and the site of the water collecting tank belonging to them on the lands (Second) hereinbefore disposed and the position of which site is indicated on the Tracing referred to in the Disposition in Entry 1 and also a way leave for their water supply pipes therefrom as shewn by a red dotted line on the said tracing, and which rights and others were granted to them and are held by them in virtue of a letter dated

14 Nov. 1912, from Robert Frederick Brebner, Factor, Glasserton, to John Gourlay Martin, Chairman of the Isle of Whithorn District Water Committee or to which the County Council may have right otherwise.

Burden 3

Disposition by Robert McCartney Forsyth to Salvesen Properties Limited and their assignees, recorded G.R.S. (Wigtown) 18 Dec. 1972, of 6.773 acres part of the farm of Isle and Smith's Croft, of which the subjects in this Title form part, contains the following reservation and declarations:

Reserving to me as proprietor of the lands adjoining the subjects hereby disposed, the right to retain and use as at present the drains, water pipes and electric cables serving the said adjoining lands belonging to me and situated on or passing through the subjects hereby disposed:

Declaring (one) that my said disponees shall be bound as soon as practicable to erect wholly at their own expense a dry stane dyke on the south east boundary between the subjects hereby disposed and the adjoining lands belonging to me and thereafter the said dyke shall be maintained at our joint expense, (two) that any fences erected by my said disponees on the remaining boundaries of the subjects shall also be erected at their sole expense and shall also thereafter be maintained at our joint expense.

Burden 4

Disposition by Christian Salvesen (Properties) Limited to Frederick James Chadwick (our said donee) and his executors and assignees, recorded G.R.S. (Wigtown) 29 Dec. 1976, of the subjects in this Title, contains the following burdens:

(First)

Whereas the chalet Laigh Isle, Isle of Whithorn and relative offices have been or are to be erected upon sites in accordance with plans, elevations, specifications and in conformity with the style, materials and finish as approved of by the Local Planning Authority it is hereby declared that (One) the building shall be maintained and upheld in good order and repair in all time coming (Two) no alteration or addition (including outside television aerials) to the external structure external finish or colour shall be made to the said building and no additional buildings or erections other than a rotary clothes drier in the rear garden shall be erected on the plot of ground hereby disposed without the consent of the Management Company hereinafter referred to

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to (Three) the house shall be used solely as a private chalet for holiday and recreational purposes for the accommodation of one family and for no other purpose, and shall never in any way be subdivided (Four) no trade, profession or business of any kind shall be carried on, in or upon the subjects and no business nameplate or advertisement of any kind shall be exhibited or affixed to, in or on any part of the subjects and (Five) all mutual gables, chimney stalks, walls, fences and others shall be maintained and kept in good order and repair jointly with the adjoining proprietors concerned: Declaring that there is reserved to the said proprietors a reciprocal right of access over the subjects so far as necessary for the purpose of carrying out repairs, whether common, mutual or sole, to their respective properties subject to making good any damage occasioned thereby:

(Second)

In so far as we are to enclose the plot of ground hereby disposed with fences, walls, hedges and others so far as required in conformity with plans, elevations and specifications and of a style materials and finish approved of by the Local Planning Authority, it is hereby declared that (One) our said donee and foresaids shall not be entitled to alter the same in any way nor to erect any additional fences or walls or plant hedges trees or others thereon, without the written consent of the Management Company (Two) our said donee and his foresaids shall be bound to maintain the said walls fences hedges and others in good order and repair and when necessary to renew the same in similar style, materials and finish and where the said walls, fences and others are mutual with adjoining proprietors they shall be maintained and renewed at

joint expense and all hedges shall be kept trimmed so that they never exceed five feet in height:
(Third)

It is hereby declared that our said disponent and his foresaids shall use the ground situated between the front building line of the chalet hereby disposed and the road or street fronting the same solely as ornamental garden ground and shall be bound to keep it trim and in good order and free from obstruction of any kind it being especially provided that fences, walls, hedges, shrubs and trees on the front garden or the parking of caravans on either the front or rear garden are prohibited:

(Fourth)

Whereas we are to construct the roadway, footpaths, grass verges, surface water channels and main drains ex adverso the plot of ground hereby disposed and throughout our Laigh Isle development at Isle of Whithorn to Local Authority specifications our said disponent and his foresaids shall thereafter be bound to maintain the same in terms of Clauses (Ninth) and (Tenth) hereof: And whereas we are to construct communicating drains, water, gas, electricity and other pipes, cables and services to serve the said chalet hereby disposed it is hereby declared that the same so far as common or mutual with adjoining subjects shall be maintained in good order and repair at the joint expense of the proprietors concerned or the Management Company and that the said proprietors and the said Management Company shall have free right of access thereto on all necessary occasions for the purpose of inspecting, clearing, repairing or renewing the same subject to making good any damage occasioned to such adjoining subjects:

(Fifth)

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There is hereby specially reserved a servitude of wayleave in favour of us and the other proprietors from us in the said development and any other person or persons including the said Management Company interested therein for any line or lines of drains, sewers, water, gas, electric and other pipes, cables and others passing over on or under the said plot of ground hereby disposed which we and our foresaids may at any time hereafter consider necessary or expedient for the drainage and servicing of other lands in the said development whether or not in the immediate vicinity of the said plot of ground hereby disposed along such line or lines as we or our foresaids may consider reasonable and convenient, but not passing under the said chalet erected on the said plot of ground, together with a right of access to all the said drains, sewers, water, gas, electric and other pipes and cables or any of them and the line or lines thereof whenever necessary in favour of us or foresaids or such other person or persons or any person or persons authorised by us or them for the purpose of laying, inspecting, clearing, repairing or renewing said drains and others or any of them, the person or persons exercising the said right being bound to make good any damage occasioned by his or their operations:

(Sixth)

It is hereby specially declared that the roads, footpaths and verges and the sewers, drains, water, gas, electric and other pipes and cables within the said development may be freely used by us and our foresaids and our tenants and disponents in all time coming without us or them being liable to pay any compensation for such use:

(Seventh)

Our said disponent and his foresaids shall keep the said chalet and relative offices erected on the plot of ground constantly insured against loss by fire with an established Insurance Company for the full replacement value thereof, and in the event of the buildings or any of them being damaged or destroyed by fire or otherwise our said disponent and his foresaids shall forthwith rebuild restore and reinstate the same in strict conformity with the provisions of these presents:

(Eighth)

It is expressly provided that no commercial vehicle shall be parked within the subjects or on any other part of the development other than for the purposes of carrying out the usual business for which such commercial vehicles are used:

(Ninth)

Whereas we are to form as an integral part of our said development a Management Company (herein referred to as "The Management Company") of which the proprietor of the subjects hereby disposed shall be a member and shall be held by his purchase to agree to the Management Company being appointed to carry out the following functions namely (One) the maintenance of any private gas, water, electricity or similar supply, sewage disposal system within the development (Two) the maintenance in a neat and tidy condition of all parts of the development as are not disposed wholly to individual proprietors or constituting roads or footpaths including without prejudice to the foresaid generality all areas laid out in grass and the walls or fences bounding such areas (Three) the collection at reasonable intervals from the individual plots and the said areas not wholly disposed to individual proprietors of all refuse and the dumping thereof (Four) the maintenance of the roads and footpaths within the said

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development in such a condition as the Local Authority may deem proper and (Five) any other function decided by the Directors of the Management Company as being required to carry out the above general duties:

(Tenth)

The Management Company shall be entitled to recover the cost of carrying out their duties under Clause (Ninth) hereof from the individual proprietors of the chalets and other erections as may be erected by us within our said development and that in accordance with the respective rateable values of such chalets and others appearing in the Valuation Roll from time to time in force or in some other basis mutually agreed between the parties at the time; declaring that where any such chalet or other erections are not entered in the said Valuation Roll or is entered therein at nil a written estimate from the Local Rating Authority as to its proper rateable value shall be acceptable as if it had been inserted in the Valuation Roll; declaring further that the said costs may be recovered by means of an annual or more frequent levy as may seem most suitable to the Directors of the Management Company: Any gas, water, or electricity from a private supply system shall, however, be separately metered to each chalet or other erection and paid for by the proprietor of such chalet or other erection against an invoice from the Management Company and

(Eleventh)

The foregoing conditions, prohibitions, declarations and others are declared to operate so far as applicable in favour of and to be enforceable not only by us but also by each and every proprietor including the Management Company in the said development but subject always to the reservation in favour of us as proprietors of the remaining parts of our said development that we have and retain and reserve full power to alter the plans of and to deal with the said development as may be required by us from time to time including alterations in the layout of the said development, including siting of buildings, roads, footpaths, drains and sewers, areas of open public space and others the breadths, levels, gradients and the materials used for the construction of the same and to waive alter or modify or not enforce observance of any conditions, restrictions and others hereinbefore set forth: And subject to the aforesaid reservation there is hereby conferred on our said donee and his foresaids a jus quaesitum tertio for enforcement of the provisions of these presents and of other Dispositions of subjects forming part of the said development inter se of the individual donees or proprietors in so far as our said donee and his foresaids shall from time to time have an interest to enforce the same. This is a Copy which reflects the position at the date the Title Sheet was last updated.

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