

**DATE:**

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**DISPOSITION OF A SUBSTATION  
WITH SERVITUDE RIGHTS FOR CABLES**

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by

[•]

in favour of

**SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC**

(SSE Ref:[                      ])

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Legal Services  
SSE plc  
Inveralmond House  
200 Dunkeld Road  
Perth  
PH1 3AQ

WE, [• ] LIMITED, incorporated under the Companies Acts (Registered Number [• ]) and having our Registered Office at [• ], (the “**Seller**”) heritable proprietors of the property hereinafter disposed, **IN CONSIDERATION** of the price of [• ] POUNDS (£[• ]) Sterling [on which sum no Value Added Tax is payable] [exclusive of Value Added Tax which will be payable in addition], paid to the Seller by **SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC**, incorporated under the Companies Acts in Scotland (Registered Number SC213460) and having its Registered Office at Inveralmond House, 200 Dunkeld Road, Perth PH1 3AQ of which sum the Seller acknowledges receipt **DISPONE** to the said **SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC** and its successors and assignees whomsoever (the “**Purchaser**”) heritably and irredeemably

**[For registered property - Whole]**

**ALL** and **WHOLE** [the property registered in the Land Register of Scotland under Title Number [• ] (the “**Conveyed Property**”)]

**[For registered property - Part]**

**ALL** and **WHOLE** [insert conveyancing description of property being sold by reference to a plan (e.g. that area or piece of ground shown coloured pink on the plan annexed and signed as relative to this disposition) (the “**Conveyed Property**”) which Conveyed Property forms part and portion of the property registered in the Land Register of Scotland under Title Number [• ];

**[New burdens for registered property - Whole or Part]**

**TOGETHER WITH** the right to (One) the real burdens set out in Part 2 of the schedule annexed and signed as relative to this disposition (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 (Two) the servitudes set out in Part 3A of the Schedule subject to the Servitude Conditions set out in Part 3B of the Schedule; **BUT** the Conveyed Property is disposed **ALWAYS WITH AND UNDER** (One) the real burdens set out in [Part 4] of the Schedule; and (Two) the servitudes set out in [Part 5] of the Schedule;]

**[For first registration - Whole]**

**ALL** and **WHOLE** [*insert conveyancing description from prior writs*] being the subjects more particularly described in and disposed by [Disposition] by [• ] in favour of [• ] dated [• ] and recorded in the Division of the General Register of Sasines for the County of [• ] on [• ]; **TOGETHER WITH** (One) the parts, privileges and pertinents; (Two) the Seller’s whole right, title and interest present and future in and to the subjects hereby disposed (the “**Conveyed Property**”)]

**[For first registration - Part]**

**ALL** and **WHOLE** [*insert new bounding description or description sufficient to identify the part being conveyed*] which subjects hereby disposed form part and portion of the subjects in the County of [• ] described in [Disposition] by [• ] in favour of [• ] dated [• ] and recorded in the Division of the General Register of Sasines for the County of [• ] on [• ]; **TOGETHER WITH** (One) the parts, privileges and pertinents; (Two) the Seller’s whole right, title and interest, present and future in and to the subjects hereby disposed (the “**Conveyed Property**”);

**[New burdens for first registration - whole or part]**

**TOGETHER ALSO WITH** the right to (One) the real burdens set out in Part 2 of the schedule annexed and signed as relative to this disposition (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 (Two) the servitudes set out in Part 3A of the Schedule subject to the servitude conditions set out in Part 3B of the Schedule; **BUT** the Conveyed Property is disposed **ALWAYS WITH AND UNDER** (One) insofar as valid, and subsisting

and applicable the burdens, conditions and other clauses contained in [insert details of writs referred to for burdens];

[for all deeds]

[If the Conveyed Property forms part of a larger area which is a benefited property in respect of existing burdens the Conveyed Property will cease to be a benefited property unless a statement to the contrary is inserted in the disposition [eg And we nominate the Conveyed Property to be a benefited property in respect of [specify burden(s) by reference to the constitutive deed, where it is registered and the date of registration and identify the real burdens]

[For titles affected by a Deed of Conditions created prior to 28 November 2004 in which the terms of s.17 of the Land Registration (Scotland) Act 1979 were excluded which is to apply to the Conveyed Property [There are imported the terms of the title conditions specified in Deed of Conditions by [• ] dated [• ] and [recorded in the Division of the General Register of Sasines for the County of [• ] on [• ] [registered in the Land Register of Scotland under Title Number [• ] on [• ]];

[Insert the following clause where the Conveyed Property is in an area in which a community right to buy could be registered under the Land Reform (Scotland) Act 2003 [The Seller declares that the transfer effected by this disposition is excluded from the operation of section 40(1) of the Land Reform (Scotland) Act 2003 by virtue of paragraph [insert appropriate paragraph number] of section 40(4) of that Act] [If, but only if, the exempting paragraph is (a), (e) or (h) insert the following: The Seller further declares that the transfer effected by this disposition does not form part of a scheme or arrangement and is not one of a series of transfers mentioned in section 43(1) of the said Act];

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 real burdens set out in Part 2 of the Schedule and the servitudes set out in Part 3A of the Schedule for a period of five years after the registration of this disposition in the Land Register of Scotland; **WITH ENTRY** and **VACANT POSSESSION** as at the [insert date of entry] notwithstanding the date hereof; And the Seller grants warrandice [but excepting therefrom [detail any leases or other exlcusions from warrandice]]: **IN WITNESS WHEREOF** these presents consisting of this and the preceding [ ] pages together with the Schedule of [3] Parts and the Plan annexed and executed as relative hereto are executed as follows:

Executed for and on behalf of [ ]

AT .....

DATE .....

Signature: .....

Signature: .....

Witness .....

Director/ Secretary/Authorised Signatory

Name: .....

Name: .....

Address: .....

.....

**This is the Schedule annexed to the disposition by [• ] in favour of Scottish Hydro Electric Power  
Distribution plc**

**PART 1**

**INTERPRETATION**

In this Schedule:

**Access** means the land shown coloured yellow on the Plan and the roads, footpaths and other areas providing access to and egress from the Conveyed Property.

**Cables** means all electrical plant and underground electric lines (as defined in section 64 of the Electricity Act 1989) and all appurtenant apparatus installed or to be installed along and within the Servitude Strip [and the Access].

**Conveyed Property Owner** means the heritable proprietor of the Conveyed Property from time to time.

**Plan** means the plan annexed and signed as relative to this Disposition.

**Retained Property** means **ALL** and **WHOLE** [*insert conveyancing description of the retained property unless already defined in the body of the disposition*].

**Retained Property Owner** means the heritable proprietor of the Retained Property from time to time.

**Servitude Strip** means the strip of land shown coloured blue on the Plan

## PART 2

### REAL BURDENS AFFECTING THE RETAINED PROPERTY

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

1. The Retained Property Owner shall not
  - (a) make any alteration to the Servitude Strip [or the Access], nor plant any tree or shrub or erect any structure on or over the Servitude Strip [or the Access], other than with the prior written consent and under the supervision of the Conveyed Property Owner; nor
  - (b) do anything (other than normal agricultural operations) whereby the support of or the cover of soil over the Cables shall be altered

other than with the prior written consent and under the supervision of the Conveyed Property Owner (such consent not to be unreasonably withheld or delayed where such alteration, planting or erection is not likely to cause damage to the Cables or interfere with the safe operation thereof).

2. The Retained Property Owner shall not do anything that may or may be likely to cause damage to the Cables or the Conveyed Property and shall take all reasonable precautions to prevent any damage to the Cables.
3. The Retained Property Owner shall not interfere with or obstruct either the operation of the Cables or the Conveyed Property, or the access to the Cables or the Conveyed Property.

**PART 3A**  
**SERVITUDES AFFECTING THE RETAINED PROPERTY**

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

1. A right of access to and egress from the Conveyed Property with or without vehicles, plant and equipment and at all reasonable times (and at any time in cases of emergency) over the Access together with a right to temporarily park vehicles on the Access.
2. The right to drain surface water from the Conveyed Property on to the Retained Property into any existing drainage system.
3. For all proper purposes connected with the exercise of the rights granted in this Disposition, a right of access to and egress from the Servitude Strip with or without vehicles, plant and equipment and at all reasonable times (and at any time in cases of emergency).
4. The right to lay, relay, construct, use, inspect, maintain, repair, protect, replace, renew, supplement, connect into, remove or render unusable the Cables and to break up so much of the surface of the Retained Property as it reasonably necessary from time to time for the purpose of exercising this servitude right.
5. The right to fell, lop or cut in a proper manner all trees and shrubs standing on the Retained Property which may, if not felled, lopped or cut, obstruct or interfere with the construction, maintenance or safe operation of the substation or any other apparatus on the Conveyed Property or the Cables, under payment of compensation for the value of any tree, shrub or other vegetation so felled. No compensation shall be payable by the Conveyed Property Owner to the Retained Property Owner in respect of any tree, shrub or other vegetation which may be felled or lopped within the Servitude Strip, but any such tree, shrub or other vegetation felled or lopped by the Conveyed Property Owner within the Retained Property shall be left for the Retained Property Owner.

**PART 3B**  
**SERVITUDE CONDITIONS**

1. The Servitudes set out in Part 3A are to be exercised using reasonable precautions to minimise damage or obstruction to or interference with the use of the Retained Property.
2. Whenever necessary following exercise of the servitudes granted in Part 3A of the Schedule, the Conveyed Property Owner shall either (at the Conveyed Property Owner's option) (i) make good and restore the Retained Property to the reasonable satisfaction of the Retained Property Owner, or (ii) pay the proper and reasonable costs incurred by the Retained Property Owner in making good physical damage to the Retained Property.
3. So far as is reasonably practicable and for so long as the Cables are used for or in connection with the transmission or distribution of electricity, the Conveyed Property Owner shall keep the Cables in good repair and condition, and upon abandonment of the whole or any part of the Cables the Conveyed Property Owner shall render them permanently safe.
4. The Conveyed Property Owner will indemnify the Retained Property Owner in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising as a consequence of a breach by them (or those for whom they are responsible) of the servitude conditions set out in this Part 3B of the Schedule.