

## ARTICLES OF ROUP

These Articles of Roup apply to the Property in Scotland being that plot or area of land extending to 644m<sup>2</sup> and outlined in red and labelled "Happy Valley Plot 1" on the plan annexed and signed as relative hereto which forms part and portion of the area of land at Shepherd Paradise, Inverroy PH31 4AQ being the subjects registered in the Land Register of Scotland under Title Number INV49398 ("the Property"); which subjects are exposed for sale by Public Roup by **Macgregor Land Group Limited**, a company incorporated under the Companies Acts (SC813933) and having its registered office at Office 333 8 Church St, Inverness, United Kingdom, IV1 1EA ("the Seller") and that within the offices of **Braveheart Auctions Limited**, a company incorporated under the Companies Acts (Company Number SC762732) and having its registered office at 5 South Charlotte Street, Edinburgh, Scotland, EH2 4AN (the "Auctioneers") upon the \_\_\_\_\_ of \_\_\_\_\_ Two Thousand and Twenty Five or at such other time or place as the exposure may be adjourned to or unless previously sold privately and that on the Special Conditions of Sale as may be appointed in any minute to be annexed hereto:-

1. It is expressly declared and accepted by any person bidding at the said public roup that the General Conditions of Sale which are specified in the Auctioneers' catalogue, a copy of which General Conditions of Sale is annexed hereto, and any document referred to therein shall apply to the sale of the Property, only in so far as not inconsistent with the terms of these Articles of Roup, the Special Conditions of Sale annexed hereto, the Minute of Preference and Enactment and any further minute to follow hereon and in the event of any such inconsistency, the terms of these Articles of Roup, said Special Conditions of Sale, Minute of Preference and Enactment and any further minute to follow hereon shall prevail and such parts of the General Conditions of Sale and any documents referred to therein which are so inconsistent shall not apply.
2. The Seller's Solicitors are BBM Solicitors, Unit 5, Wick Business Park, Wick, Caithness, KW1 4QR.

IN WITNESS WHEREOF these Articles of Roup typewritten on this page together with the plan, General Conditions of Sale, Special Conditions of Sale and Inventory of Titles annexed are subscribed for and on behalf of the Seller by BBM Solicitors at Wick on the undernoted date and in the presence of the undernoted witness signing:-

W. McCormack  
Signature of Witness

HOLME ANNE CORMACK  
Full Name of Witness

[Signature]  
Executed on behalf of BBM Solicitors

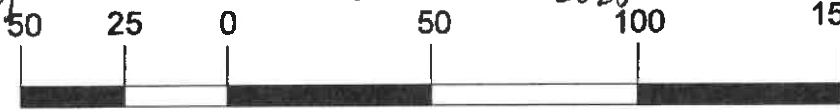
4.4.25  
Date

BBM SOLICITORS.....  
UNIT 5B WICK BUSINESS PARK  
WICK CAITHNESS KW1 4QR.....  
TEL 01955 604188  
Address of Witness

by BBM SOLICITORS dated 4 APRIL 2025

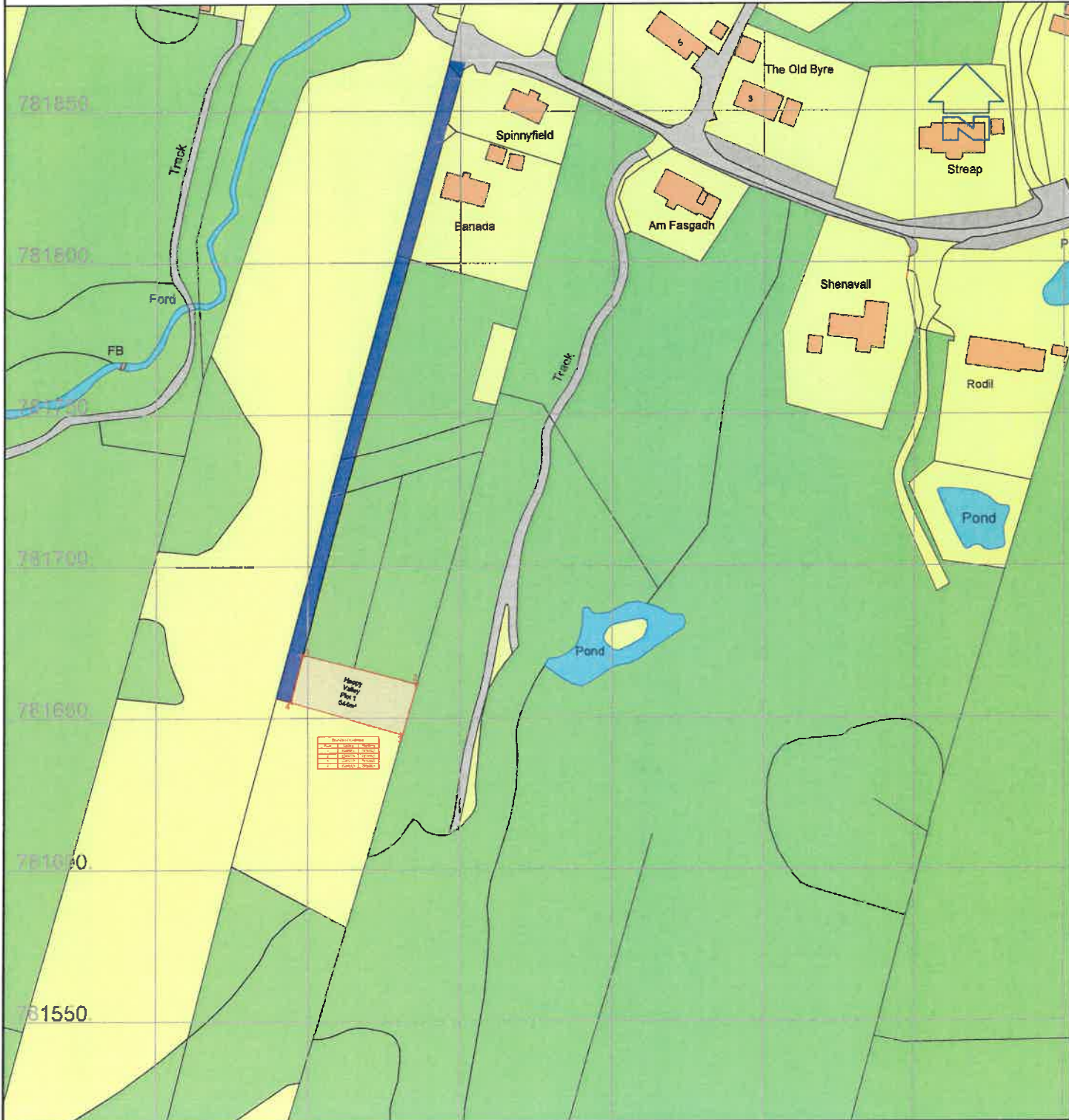
This is the plan referred to in the foregoing

Articles of roup



Scale 1:1250 @ A3

Title: Happy Valley Plot 1  
Job Number: 1032  
Drawing Number: 103202.1  
Date: 4th April 2025



Area	Area (sq m)	Area (sq ft)
Happy Valley Plot 1	1032	11200
Plot 2	1032	11200
Plot 3	1032	11200
Plot 4	1032	11200
Plot 5	1032	11200
Plot 6	1032	11200
Plot 7	1032	11200
Plot 8	1032	11200
Plot 9	1032	11200
Plot 10	1032	11200
Plot 11	1032	11200
Plot 12	1032	11200
Plot 13	1032	11200
Plot 14	1032	11200
Plot 15	1032	11200
Plot 16	1032	11200
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Plot 91	1032	11200
Plot 92	1032	11200
Plot 93	1032	11200
Plot 94	1032	11200
Plot 95	1032	11200
Plot 96	1032	11200
Plot 97	1032	11200
Plot 98	1032	11200
Plot 99	1032	11200
Plot 100	1032	11200

These are the Special Conditions of sale referred to in the foregoing Articles of Roup by BBM Solicitors in respect of "Happy Valley Plot 1" forming part of the land at Shepherd Paradise, Inverroy PH31 4AQ

## **SPECIAL CONDITIONS**

These Special Conditions apply to the Property in Scotland being that plot or area of land extending to 644m<sup>2</sup> and outlined in red and labelled "Happy Valley Plot 1" on the plan annexed and signed as relative hereto which forms part and portion of the area of land at Shepherd Paradise, Inverroy PH31 4AQ being the subjects registered in the Land Register of Scotland under Title Number INV49398 ("the **Property**"); which subjects are exposed for sale by Public Roup by Macgregor Land Group Limited, a company incorporated under the Companies Acts (SC813933) and having its registered office at Office 333 8 Church St, Inverness, United Kingdom, IV1 1EA ("the **Seller**") and that within the offices of Braveheart Auctions Limited, a company incorporated under the Companies Acts (Company Number SC762732) and having its registered office at 5 South Charlotte Street, Edinburgh, Scotland, EH2 4AN (the "**Auctioneers**") upon the \_\_\_\_\_ of \_\_\_\_\_ Two Thousand and Twenty Five or at such other time or place as the exposure may be adjourned to or unless previously sold privately (the "**Date of Sale**").

### **The Special Conditions of sale applicable to the Property are as follows:-**

- (a) The Date of Entry shall be the Fourteenth day following the Date of Sale.
- (b) The Date of Entry may be extended for a period of not more than seven days subject to prior written agreement with the Seller.
- (c) A non-refundable deposit of ten per cent of the purchase price or £3000.00 whichever is greater shall be paid by the Purchaser, forthwith, after the Date of Sale to the Auctioneers. The deposit will be held by the Auctioneer as stakeholder.
- (d) On or prior to the Date of Entry, in addition to the Price, the Purchaser will also have an obligation to pay the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500.00) STERLING and any Value Added Tax payable thereon as a contribution towards the Seller's selling costs and legal fees. No breakdown of these costs and fees shall be exhibited to the Purchaser or his/her/their agents. These additional costs shall be subject to the same conditions as payment of the Price as per the auction conditions. The said contribution may be reduced to £500 and any Value Added Tax payable thereon by agreement in writing with the Seller conditional entirely upon the balance of the price being paid by cleared funds in accordance with Clause (f) below on the Date of Entry.
- (e) For the avoidance of doubt as the sale is by way of auction, warrandice will be from facts and deeds only in the Disposition to be granted and exhibited as part of the Inventory of Titles annexed hereto.
- (f) Payment of the balance of the Price shall be paid by way of CHAPS transfer to BBM Solicitors Client Account. Account details will be provided prior to the Date of Entry.
- (g) If payment of the balance of the Price is not made on the Date of Entry (or such other date as may be agreed with the Seller) interest will be payable on the unpaid balance at five per centum per annum above the Base Lending Rate from time to time of Bank of Scotland. If the Purchaser fails to pay the balance of the price within interest as aforesaid within seven days of the Date of Entry, the Seller shall be entitled (without prejudice to its other rights and remedies) to rescind these Articles of Roup, to retain the Deposit (which the Purchaser will forfeit) to re-sell the Property to any third party and to claim damages from the Purchaser which may include:-
  - (i) All costs and expenses incurred in relation to the re-marketing of the Property and the re-sale of it;
  - (ii) Any shortfall between:
    - (a) the sale price received by the Seller on any such re-sale; and
    - (b) the Price; and

These are the Special Conditions of sale referred to in the foregoing Articles of Roup by  
BBM Solicitors in respect of "Happy Valley Plot 1" forming part of the land at Shepherd  
Paradise, Inverroy PH31 4AQ

- (iii) All financial losses including increased funding costs which the Seller would not have incurred had the balance of the Price been paid on the Date of Entry and interest which the Seller could have earned on the balance of the Price had it been paid on the Date of Entry. The provisions of this clause will not apply for any period of time during which the delay in payment by the Purchaser is due to any failure or breach by or on behalf of the Seller to implement his obligations or duties under these Articles of Roup on time.
- (h) The Seller shall not be bound to produce or deliver any writs other than those contained in the Inventory of Titles and the Purchaser shall be bound to accept the said writs as complete and sufficient title to the Property in all respects and shall not be entitled to object to the same after the Auction upon any ground whatever nor to require any other titles or evidence be made up at the expense of the Seller.
- (i) The Seller shall not be bound to produce or deliver a Home Report including the Sellers Questionnaire, Single Survey, Asbestos Survey Report or Energy Performance Certificate. The Purchaser shall be bound to accept the position and shall not be entitled to object to same after the auction upon any ground whatsoever.
- (j) The Purchaser is deemed to have inspected all documents contained in the Inventory of Titles and is deemed to be satisfied with the description of the Property contained therein. Further, the Purchaser is deemed to be satisfied with any conditions or burdens or other reservations contained within any template Disposition contained within the Inventory of Titles. The Purchaser is deemed to have made all necessary enquiries with the Local Planning Department or other bodies with regard to potential use or Planning Consent. No warranty is given in respect of the existence of any Planning Consents or other approvals in respect of the Property.
- (k) The Seller shall be under no obligation to discharge or make any payment of any sums due under any local authority notice, charge or Charging Order in respect of the Property.
- (l) The Seller provides no warranty in respect of any access rights nor any servitude rights that may benefit the Property and the Purchaser is deemed to have made their own investigations and fully satisfied themselves on the existence of any such rights and the validity, enforceability and conditions relating to the same.
- (m) In the event of any of the terms of these Special Conditions conflicting with the terms of the Articles of Roup, the terms of these Special Conditions shall prevail.

IN WITNESS WHEREOF these Special Conditions typewritten on this and the preceding page together with the plan annexed are subscribed for and on behalf of the Seller by BBM Solicitors at Wick on the undernoted date and in the presence of the undernoted witness signing:-

  
Signature of Witness

MARIE ANNE CORMACK  
Full Name of Witness

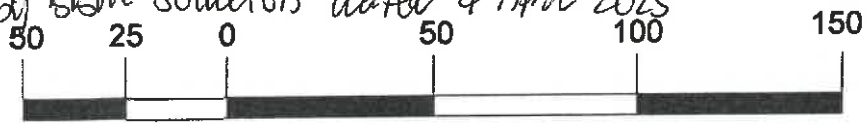
  
Executed on behalf of BBM Solicitors

4.4.23  
Date

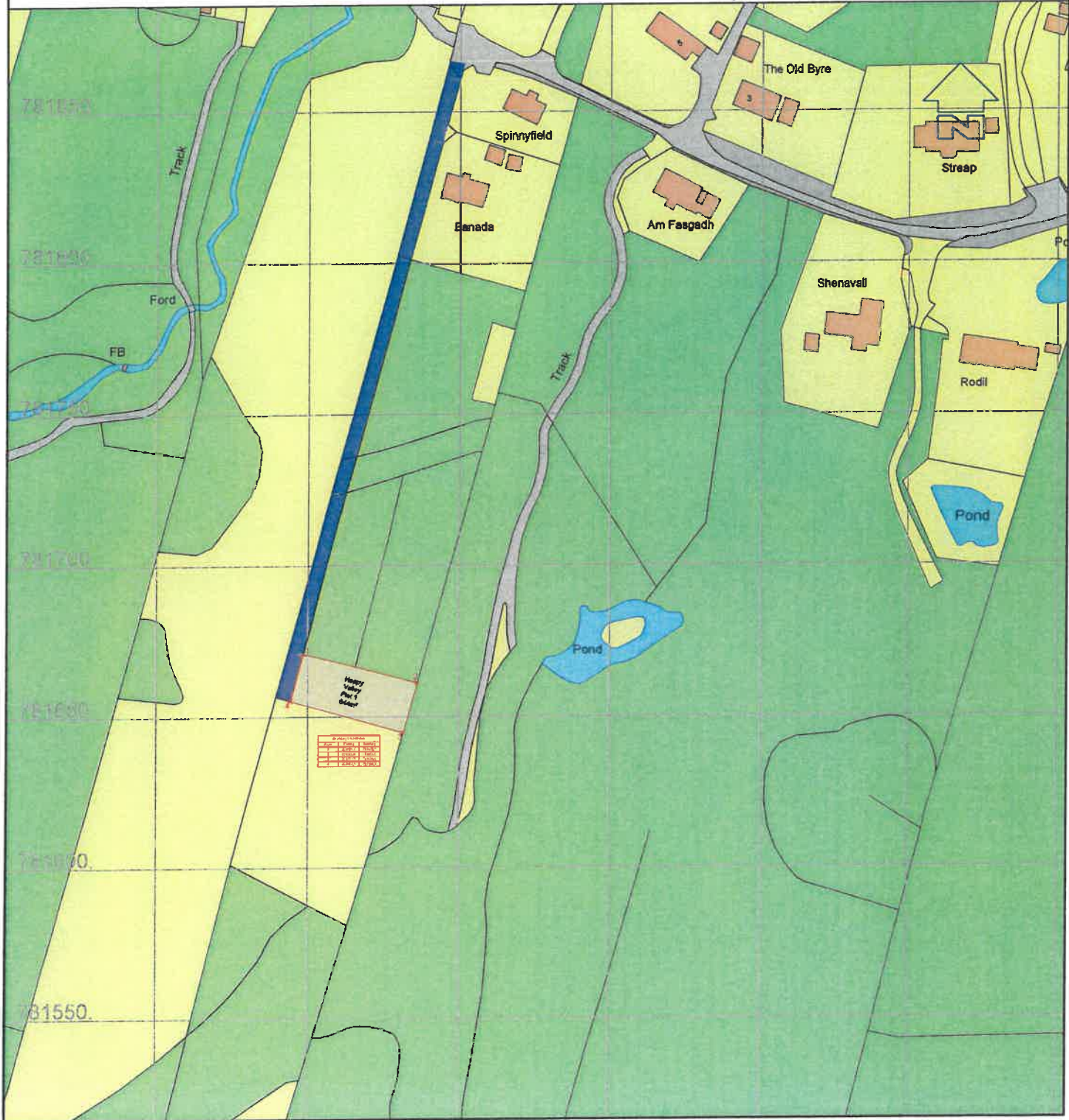
BBM SOLICITORS  
UNIT 5B WICK BUSINESS PARK  
WICK CAITHNESS KW1 4QR  
TEL 01955 604188  
FAX 01955 605926  
Address of Witness

This is the plan referred to in the foregoing *Special Conditions*  
by *BRM Surveyors dated 4 April 2025*

Title: Happy Valley Plot 1  
Job Number: 1032  
Drawing Number: 103202.1  
Date: 4th April 2025



Scale 1:1250 @ A3



Area	Area (sq m)	Area (sq ft)
Happy Valley Plot 1	1032	11300

These are the Inventory of Titles referred to in the foregoing Articles of Roup by BBM Solicitors in respect of Happy Valley Plots at Achnasol, Achnabobane, Spean Bridge

## INVENTORY OF TITLES

1. Template Disposition
2. Deed Plan
3. Copy of Title Sheet INV49398 dated to 26/02/2025



## DISPOSITION

In this Disposition, the expressions set out below in Column A shall have the meaning and effect respectively stipulated and specified opposite them in Column B, namely:-

COLUMN A	COLUMN B
DISPONER:	MACGREGOR LAND GROUP LTD, a company incorporated under the Companies Acts (SC813933) and having its registered office at Office 333 8 Church St, Inverness, United Kingdom, IV1 1EA.
CONSIDERATION:	The sum of (€ ) Sterling paid to us by of which sum the Disponer hereby acknowledges receipt and discharges the disponee;
DISPONEE:	
SUBJECTS:	ALL and WHOLE that plot or area of land extending to [INSERT] square meters or thereby shown outlined in red and labelled ["INSERT"] on the Plan which subjects form PART and PORTION of the subjects registered in the Land Register of Scotland under Title Number INV49398
RETAINED PROPERTY	ALL and WHOLE the land at Shepherd Paradise, Inverroy PH31 4AQ being the subjects registered in the Land Register of Scotland under Title Number INV49398 and that UNDER EXCEPTION always of the Subjects hereby disponed and all other parts previously disponed.
SCHEDULE	The schedule annexed and executed as relative hereto, which schedule is declared to form part of the dispositive clauses of this Disposition.
PLAN	The plan of the Subjects annexed and executed as relative hereto, which Plan is declared to form part of the dispositive clauses of this Disposition.
LOCATION PLAN	The location plan of the Subjects annexed and executed as relative hereto.
DATE OF ENTRY	2025

The Disponer hereby disposes to the Disponee ALL and WHOLE the SUBJECTS; TOGETHER WITH (ONE) the servitude right contained in Part 1 of the Schedule; and (TWO) in so far as applicable the right to enforce the real burdens and others contained in Title Number INV49398; BUT ALWAYS WITH AND UNDER in so far as still valid and applicable the burdens, servitudes, conditions, declarations, reservations and others contained in (FIRST) Title Number INV49398; (SECOND) Part 2 of the Schedule; and (THIRD) it being a real burden imposed on the Subjects and the Retained Property in favour of each other that all disputes shall be referred to an arbiter in terms of Part 3 of the Schedule; 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, conditions and servitudes set out in the Schedule for a period of five years after the registration of this disposition in the Land Register; With entry and vacant possession as at the date of entry; And the Disponer grants warrandice from its own facts and deeds only: IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the Schedule, Plan and Location Plan are executed as follows:



**This is the SCHEDULE referred to in the foregoing Disposition by MACGREGOR LAND GROUP LTD in favour of [insert]**

**SCHEDULE**

**Interpretation**

In this schedule -

"Access Route" means the access route shown coloured in purple on the Plan;

"the retained property" means the retained property more particularly described as the "RETAINED PROPERTY" in the foregoing Disposition and any parts thereof;

"the Subjects" means the subjects more particularly described as the "SUBJECTS" in the foregoing Disposition and any parts thereof;

"the Disponer" means the said Macgregor Land Group Ltd, a company incorporated under the Companies Acts (SC813933) and having its registered office at Office 333 8 Church St, Inverness, United Kingdom, IV1 1EA and their successors as owners of the retained property and any part or parts subsequently disposed or conveyed;

"the Disponee" means the said [insert] and their successors as owners of the subjects and any part or parts subsequently disposed or conveyed;

**Part 1: Servitude Right affecting the Retained Property**

The following servitude right is imposed on the retained property in favour of the Subjects:-

1. A non-exclusive heritable and irredeemable servitude right of free ish and access for vehicular and pedestrian traffic (including construction traffic where required) over the Access Route.

**Part 2: Real Burdens affecting the Subjects in favour of the Retained Property**

The following real burdens are imposed on the Subjects in favour of the retained property:-

1. The Disponee together with any tenants, agents, employees, workmen or others authorised by the Disponee may only use the Access Route as a means of accessing the Subjects and for no other purpose.
2. An obligation to share in the costs of repair, maintenance and renewal of the Access Route, such share to be according to the Disponee and their tenants, agents, employees, workmen or others authorised by the Disponee's use of the same and shared with all other users.
3. The Disponee shall have the option to develop or improve the Access Route at the Disponee's expense (subject to having first obtained the prior consent of the relevant local authority and all other relevant authorities and agencies).
4. The Disponee shall be responsible for the whole costs of repair, maintenance and renewal of the said Access Route where such repair, maintenance and renewal is required as a direct result of damage caused in the exercise of the servitude rights by the Disponee over the Access Route.
5. A prohibition on erecting a dwellinghouse or agricultural shed on the Subjects without the prior written consent of the proprietor of the retained property. The Disponee will be allowed to construct only one of the following on the Subjects: a pod or a chalet or

a yurt or a lodge or a static caravan, subject to obtaining relevant planning consent from the relevant local authority.

6. It shall not be in the power of the Donee (or any party who has power of sale of the Subjects) to dispose the Subjects (other than to one or more of their children) during the lifetime of the Donor, or by mortis causa deed, and the Donee, or their child or children shall not sell, dispose or otherwise alienate the Subjects without first having offered it to the Donor (so long as the Donor remains proprietor of the retained property) in writing on the same terms of any offer made by a third party at arm's length which the Donee (or their child or children, if applicable) wish to accept, the Donor having twenty-one days after receipt of such written offer to intimate in writing acceptance of the same, failing which the Donee (or their child or children, if applicable) will be free to sell, alienate or dispose of the Subjects.
7. It shall not be in the power of the Donee (or any party who has power of sale of the Subjects) to sell, dispose or otherwise alienate the Subjects in parts.

### **Part 3: Disputes**

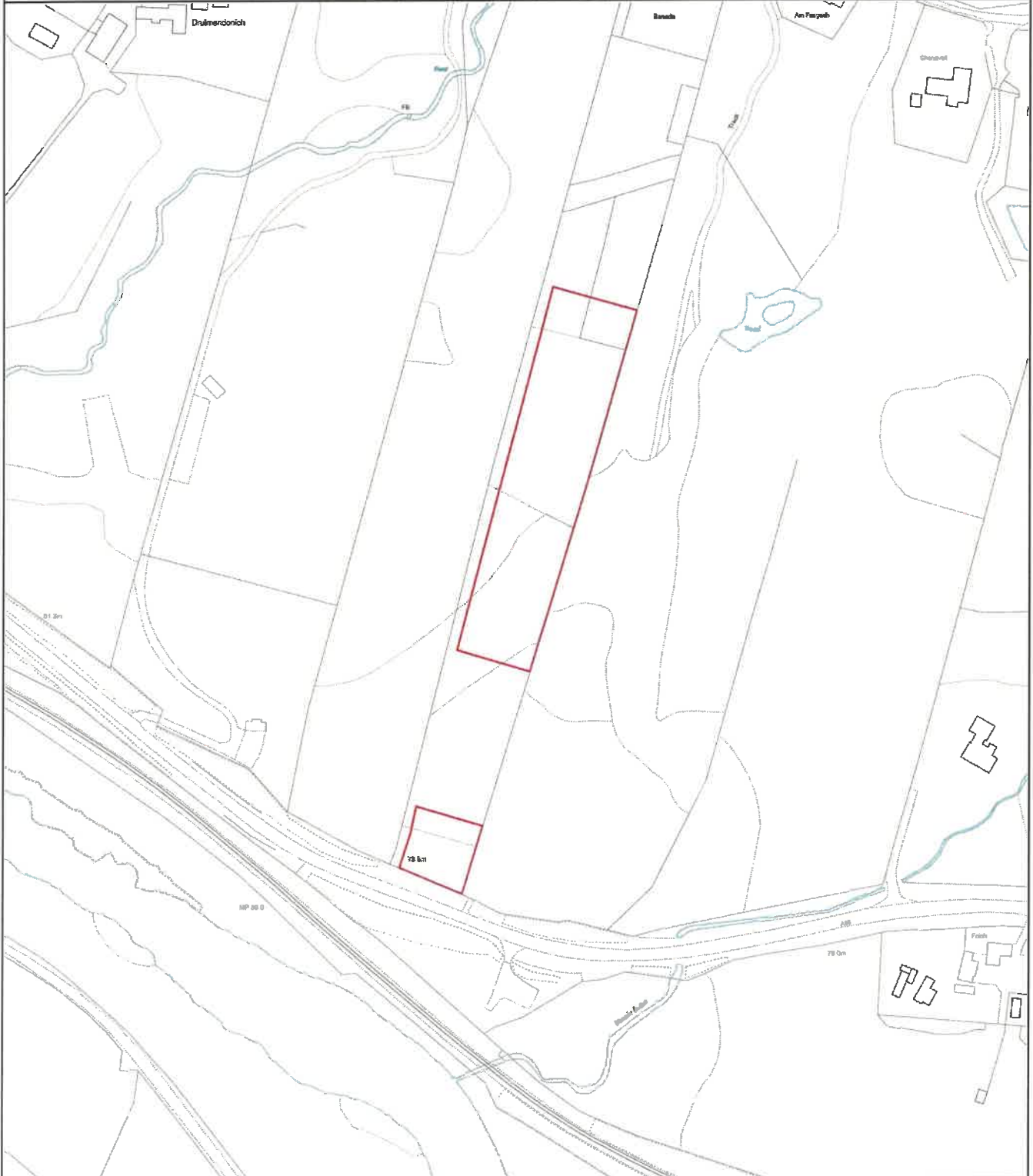
In the event of there being any dispute in relation to these presents where there is either a failure to reach agreement on a matter specifically provided for reaching agreement on or a party claims the other is not acting reasonably where there is an obligation to do so, then same shall be referred to an independent surveyor (who shall act as an expert) agreed upon between the parties or in default of agreement appointed at the request of either party by or on behalf of the Chairman for the time being of the Royal Institution of Chartered Surveyors, Scottish branch or if unavailable any other professional body regulating the Chartered Surveyors' profession and which expert shall be instructed to issue his determination within twenty eight days from the date of instruction or such other period as agreed by both parties. Each party shall be entitled to make representations to the expert and the expert's decision shall be final and binding. Any such reference to such expert shall be or be deemed to be a reference to an expert and not to an arbiter. The fees and costs incurred by such expert shall be borne as the expert directs or otherwise shall be borne equally.

	Version date	TITLE NUMBER
	16/11/2024	<b>INV49398</b>

	BRITISH NATIONAL GRID EASTING/NORTHING	
	224896, 781582	

224896, 781582	Survey Scale	Print Scale
	1:2500	1:2500 @ A4

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BRITISH NATIONAL GRID  
EASTING/NORTHING

100m

224896, 781582

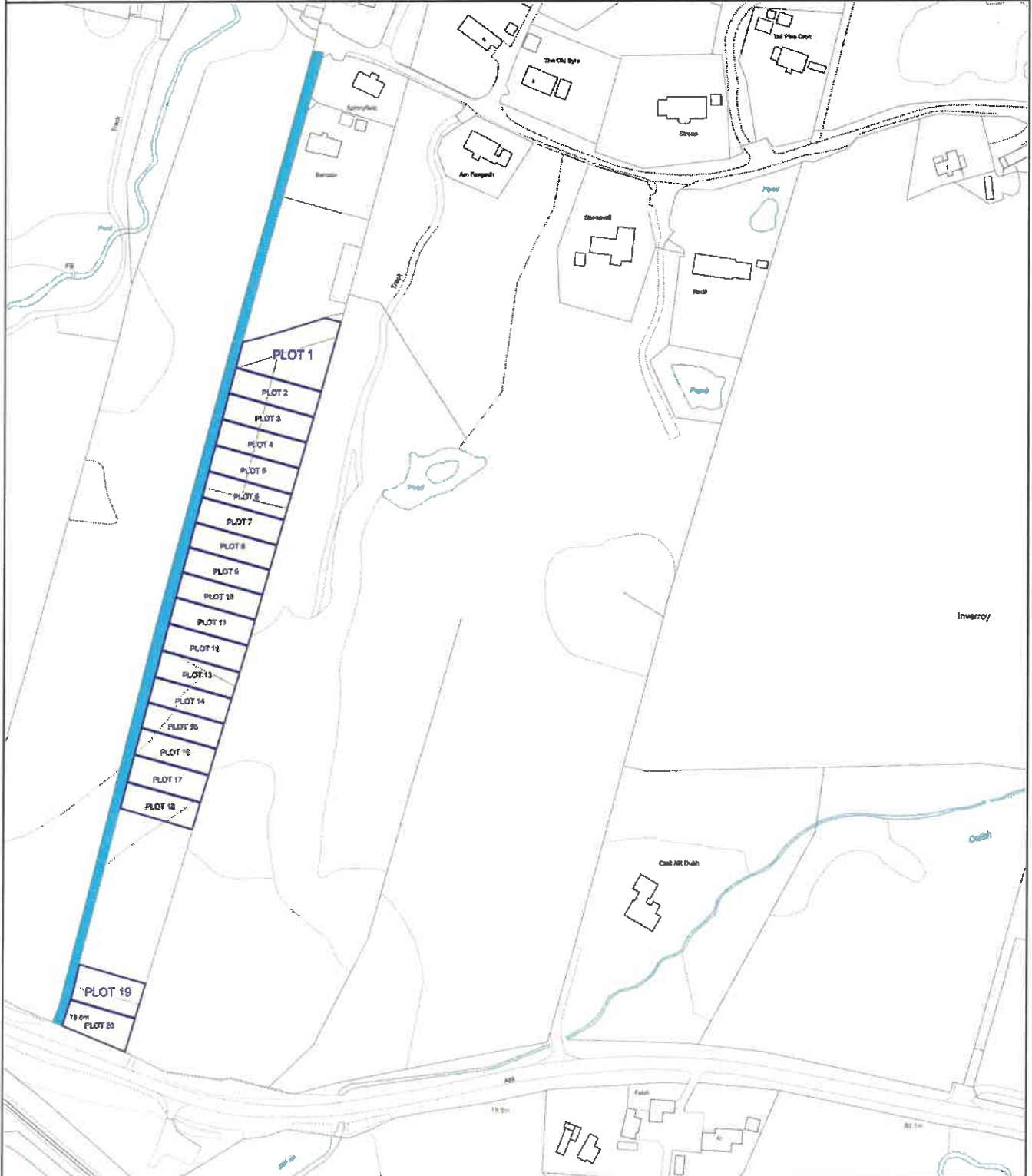
Survey Scale

1:2500

Print Scale

1:2500 @ A4

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# LAND REGISTER OF SCOTLAND



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TITLE NUMBER INV49398

A 1

## A. PROPERTY SECTION

**DATE OF FIRST REGISTRATION**

02 SEPT 2008

**DATE TITLE SHEET UPDATED TO**

26 FEB 2025

**REAL RIGHT**

OWNERSHIP

### DESCRIPTION

Subjects cadastral unit INV49398 PLOTS 5-20, SHEPHERD PARADISE, INVERROY PH31 4AQ edged red on the cadastral unit being 0.72 hectares in measurement on the ordnance map; Together with the servitudes contained in (One) the Deed of Conditions in Entry 5 of the Burdens Section; and (Two) the Disposition in Entry 6 of the Burdens Section.

Note

The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 3 of the Burdens Section.



# LAND REGISTER OF SCOTLAND



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**TITLE NUMBER** INV49398

**B 1**

## **B. PROPRIETORSHIP SECTION**

### **ENTRY PROPRIETOR**

#### **NO**

<b>1</b>	<b>MACGREGOR LAND GROUP LIMITED</b> a company incorporated under the Companies Acts, (SC813933), and having its registered office at Office 333, 8 Church Street, Inverness, IV1 1EA.	<b>DATE OF REGISTRATION</b> 26 FEB 2025	<b>CONSIDERATION</b> £60,000	<b>DATE OF ENTRY</b> 31 JAN 2025
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# LAND REGISTER OF SCOTLAND



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**TITLE NUMBER** INV49398

**C 1**

**C. SECURITIES SECTION**

**ENTRY  
NO**

**SPECIFICATION**

**DATE OF  
REGISTRATION**

No Entry



# LAND REGISTER OF SCOTLAND



TITLE NUMBER INV49398

D 1

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

- 1 Disposition by Ernest Vinter to Allan Joseph MacDonald, recorded G.R.S. (Inverness) 23 Dec. 1950, of Farm and Lands of Keppoch, in Parish of Kilmonivaig, under exception, of which the subjects in this Title form part, contains the following burdens:

Declaring that where the lands hereby disposed adjoin other subjects not forming part of other subjects belonging to me the boundary shall be the boundary thereof as possessed by me; and declaring that where the said lands are bounded by a wall, dyke, fence, hedge or the like, the boundary is the centre of the same and shall be maintained mutually by the adjoining proprietors except where the said lands are bounded by lands formerly belonging to the West Highland Railway Company and now to British Railways Executive where the boundaries shall be maintained wholly by the said British Railways Executive or their successors, and where bounded by a river, stream, burn, ditch or other water, the boundary shall be the medium filum or centre thereof; the subjects hereby disposed are so disposed always with and under the burden of the rights and servitudes acquired by the Lochaber Power Company.

- 2 Disposition by Lloyds Bank Limited as Trustees of Ernest Vinter to Secretary of State for Scotland and his successors in office, recorded G.R.S. (Inverness) 6 Mar. 1959, of Estate of Inveroy and Bohuntin, of which the subjects in this Title form part, contains the following burdens:

(PRIMO) Where the said lands and estate are bounded by a wall, dyke, fence, hedge or the like the boundary is the centre of the same and shall be maintained mutually by the adjoining proprietors except where the lands are bounded by lands of the West Highland Railway Company or their successors where the boundaries shall be maintained wholly by the said Company or their foresaids, and where bounded by a stream, loch, ditch or other water, the boundary shall be in centre thereof,





# LAND REGISTER OF SCOTLAND



TITLE NUMBER INV49398

D 2

## D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

(SECUNDO) all way-going claims competent to us as Trustees foresaid as occupiers of any part of the said subjects are hereby discharged, and

(TERTIO) the disponee and his foresaids shall have no liability for the present state or the upkeep of the buildings situated on the said subjects which are the property of the Tenants.

- 3 Disposition by The Secretary of State for Scotland to David William MacDougall and his executors and assignees, recorded G.R.S. (Inverness) 14 Sep. 1978, of 2.837 hectares of ground of which the subjects in this Title form part, contains the following burdens:

(Primo) My disponee and his foresaids will be bound to maintain all existing boundary fences with remaining tenanted croft land at his sole expense but subject to the proviso that in the event of subsequent sales of the adjoining croft lands any purchaser will be obliged to bear and equal shared responsibility for such mutual fences;

(Secundo) Maintenance of all roadside fences will be the sole responsibility of my said disponee and his foresaids;

(Tertio) The burden of all existing wayleaves however constituted in favour of the North of Scotland Hydro-Electric Board; and

(Quarto) There is reserved to me and my successors all minerals within the said subjects hereby disposed with full power to work same subject to payment for any surface damage caused through mining operations.

- 4 Disposition by Deaufor Holdings Limited to Susan Caroline Hunt and another and their assignees, disponees and executors,



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TITLE NUMBER INV49398

D 3

D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

registered 26 Aug. 2016, of area of ground at Inveroy, Roy Bridge, registered under Title Number INV37584, contains inter alia the following servitudes:

Part I: Interpretation

In this Entry

"the Retained Property" means the subjects registered under Title Number INV22975, of which the subjects in this Title form part.

"the Disposed Property" means the subjects disposed by this Disposition;

"the disponee" means Susan Caroline Hunt and Any Rebecca Hunt both residing at Upper Tall Pine Croft, Upper Inveroy, Roy Bridge;

Part III; Servitudes affecting the Retained Property

The following servitudes are imposed on the Retained Property in favour of the Disposed Property;

1. All necessary servitude rights of supply of water, drainage, sewage, electricity and all other essential services required for the construction and maintenance of a house and relative offices on the Disposed Property with rights to lay and construct all necessary pipes, poles, cables, conductors and others which may be required for site services including the right to drainage pipe and form soak away on the retained property and rights of access thereto for the purpose of maintenance, repair and renewal subject to the reinstatement of all damage caused by the exercise of these rights



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TITLE NUMBER INV49398

D 4

D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

3. A servitude right of access over the retained property and the burdened property for the purpose of connecting into and thereafter inspecting, maintaining, repairing and renewing the biological treatment plant, soakaway and all connecting pipes and drains in connection with a drainage system and also for all necessary pipes, drains, cables and others for installation of electricity, water and telephone services subject to the disponee and their foresaids making good any surface damage occasioned by the exercise of this right.

- 5 Deed of Conditions, registered 3 Dec. 2020, by Great Glen Holdings Limited, proprietors of the Main Site as hereinafter defined, of which the subjects in the subjects in this Title form part, contains servitudes, real burdens &c., in the following terms:

We, the said Great Glen Holdings Limited, provide as follows:

1 Definitions, Interpretation and Construction

1.1 Definitions

In this Deed:

"Main Site Owner" means the said Great Glen Holdings Limited and their successors in title;

"Main Site" means the subjects Plot 2 Inverroy, Roy Bridge, registered under Title Number INV22975;

"Owner" means at any time the owner at that time of any Plot, and where two or more persons own the Plot includes both or all of them;

"Plan" means additional cadastral map view 1;



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TITLE NUMBER INV49398

D 5

**D. BURDENS SECTION**

**ENTRY  
NO**

**SPECIFICATION**

"Plot" means any one of the plots edged and numbered 1 to 20 in blue on the Plan.

**1.2 Interpretation and Construction**

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

1.2.1 words importing any gender include all other genders;

1.2.2 words importing the singular number only include the plural number and vice versa;

1.2.3 words which import the whole are to be treated as including reference to any part of the whole;

1.2.4 where at any one time there are two or more persons included in the expression "Owner" obligations contained in this Deed of Conditions are binding jointly and severally on them;

1.2.5 words importing individuals include legal persons and vice versa;

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

1.2.7 any reference to a Condition is to the relevant Condition of this Deed of Conditions;

1.2.8 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates



**D. BURDENS SECTION**

**ENTRY  
NO**

**SPECIFICATION**

or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and includes any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision;

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

**1.3 Headings**

The headings in this Deed of Conditions are included for convenience only and are to be ignored in its construction.

**1.4 Exercise of rights conferred by this Deed**

Any rights conferred on an Owner by this Deed of Conditions may be validly exercised by any person duly authorised by such Owner including its tenants, agents and tradesmen, but subject to any limitations or restrictions imposed upon such Owner by this Deed.

**2 Creation**

**2.1 Date of creation and application**

The conditions imposed by this Deed of Conditions will take effect, in respect of a Plot, on the date of registration in the Land Register of Scotland of a disposition of that Plot in which the conditions in this Deed of Conditions are expressly stated to apply.

**2.2 Lands Tribunal applications**



---

TITLE NUMBER INV49398

D 7

D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

No application may be made to the Lands Tribunal for Scotland under sections 90(1)(a)(i) and 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the community burdens and servitudes created in this Deed for a period of five years after the date of registration of this Deed of Conditions in the Land Register of Scotland.

3 Servitudes

The rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties

3.1 Main Site Servitudes

3.1.1 For the purposes of this Condition 3.2:

(i) the burdened property is the Main Site

(ii) each Plot is a benefited property.

3.1.2 The following servitudes are imposed on the Main Site in favour of each Plot:

(i) All necessary servitude rights of supply of water, drainage and electricity with rights to lay and construct all necessary pipes, poles, cables, conductors and others which may be required for services and rights of access thereto for the purpose of maintenance, repair and renewal.

(ii) Free ish and access for vehicular and pedestrian traffic over that section of the Main Site tinted blue on the Plan insofar as is necessary to access the Plot.

(iii) A servitude right of access over the Main Site and the other Plots for the purpose of connecting into and



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TITLE NUMBER INV49398

D 8

**D. BURDENS SECTION**

**ENTRY  
NO**

**SPECIFICATION**

thereafter inspecting, maintaining, repairing and renewing all necessary pipes, drains, cables and others for installation of electricity, water and telephone services.

3.1.3 The rights conferred by this Condition 3.1.2 may be exercised in respect of any current or future development of the benefited property under this Condition 3.1.

3.1.4 The rights contained in Condition 3.1.2 may be exercised only where it is reasonably necessary for the purpose in question.

**3.2 Exercise of servitude rights**

3.2.1 The parties exercising the rights contained in Conditions 3.1.2 will:

1. Make good on demand all damage caused to the Main Site by reason of the exercise of the Servitude Rights by them or their tenants, agents, employees, workmen and others authorised by them from time to time, to the reasonable satisfaction of the Main Site Owner.

2. Procure that the Servitude Rights are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the Main Site Owner and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers;

3. Indemnify the Main Site Owner in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the Servitude Rights by the Owner.



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TITLE NUMBER INV49398

D 9

D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

4. Contribute towards the costs of maintaining, repairing and where appropriate renewing the said area tinted blue on the Plan on a user basis.

3.3 Servitude Conditions

3.3.1 The routes of the Servitude Rights referred in 3.1.2

(i) shall be subject to the agreement between the Main Site Owner and the Owner and their respective successors in title, all parties acting reasonably.

4 Real Burdens

4.1. For the purposes of this Condition 4.1:

(I) the benefited property is the Main Site,

(II) each Plot is a burdened property.

4.1.1 The following Real Burdens are imposed on each Plot in favour of the Main Site:

1. The Owner and their successors in title, shall be solely responsible and liable for the cost of maintaining, repairing and renewing, where necessary, all relative pipes, connections and equipment to be located on the Main Site and which services solely serve the Plot.

Note: The effectiveness of the real burdens in the foregoing Deed of Conditions has been postponed, in respect of a Plot, until the date of registration in the Land Register of Scotland of a disposition of that Plot in which the conditions in this Deed of Conditions are expressly stated to apply. The real





TITLE NUMBER INV49398

D 10

D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

burdens have been made effective in respect of the subjects in this Title.

- 6 Disposition by Great Glen Holdings Limited to Stephen McLean and his executors and assignees, registered 23 Feb. 2021, of Plots 5-20 Shepherd Paradise, Inverroy, being the subjects in this Title, contains the following servitudes and real burdens:

"the Retained Property" means the strip of land tinted blue on additional cadastral map view 1 forming part of the subjects Plot 2, Inverroy, registered under Title Number INV22975.

"the Disposed Property" means the subjects disposed by this Disposition.

"the disponent" means the said Great Glen Holdings Limited and their successors in title to the Retained Property.

"the disponent" means the said Stephen McLean and his successors in title to the Disposed Property.

Servitudes affecting the Retained Property

The following servitude is imposed on the Retained Property in favour of the Disposed Property.

All necessary servitude rights for all essential services required for the construction and maintenance of a house and relative offices on the Disposed Property with rights to lay and construct all necessary pipes, poles, cables, conductors and others which may be required for site services together with rights of access thereto on all necessary occasions for the purpose of maintenance, repair and renewal subject to the reinstatement of all damage caused to the Retained Property by the exercise of these rights; declaring that the



TITLE NUMBER INV49398

D 11

D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

proposed routes of any pipes, poles, cables, conductors and others which the disponee wishes to install on the Retained Property shall be approved by the disponent (acting reasonably) and further declaring that any drainage system serving the Disposed Property shall be located entirely within the Disposed Property;

Real Burdens affecting the Disposed Property

The following real burdens are imposed on the Disposed Property in favour of the Retained Property;

1. The disponee, and their successors in title, shall be solely responsible and liable for the cost of maintaining, repairing and renewing, where necessary, all relative pipes, drains, connections and equipment to be located on the Retained Property and which services solely serve the Disposed Property. The disponee and their successors in title will make good on demand all damage caused to the Retained Property by them by reason of the exercise of the said servitude rights and others by the disponee or their successors in title or their tenants, agents, employees, workmen and others authorised by them from time to time.

- 7 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. This is notwithstanding any additional information that may have been disclosed by the Keeper in respect of those properties.



These are the Inventory of Titles referred to in the foregoing Articles of Roup by BBM Solicitors in respect of Shepherds Paradise Plot at Achnasol, Achnabobane, Spean Bridge

## INVENTORY OF TITLES

1. Template Disposition
2. Deed Plan
3. Copy of Title Sheet INV49398 dated to 26/02/2025

A handwritten signature in black ink, appearing to be the initials 'BBM', located in the bottom right corner of the page.

## DISPOSITION

In this Disposition, the expressions set out below in Column A shall have the meaning and effect respectively stipulated and specified opposite them in Column B, namely:-

COLUMN A	COLUMN B
DISPONER:	MACGREGOR LAND GROUP LTD, a company incorporated under the Companies Acts (SC813933) and having its registered office at Office 333 8 Church St, Inverness, United Kingdom, IV1 1EA.
CONSIDERATION:	The sum of (€ ) Sterling paid to us by of which sum the Disponer hereby acknowledges receipt and discharges the disponee.
DISPONEE:	
SUBJECTS:	ALL and WHOLE that plot or area of land extending to [INSERT] square meters or thereby shown outlined in red and labelled ["INSERT"] on the Plan which subjects form PART and PORTION of the subjects registered in the Land Register of Scotland under Title Number INV49398
RETAINED PROPERTY	ALL and WHOLE the land at Shepherd Paradise, Inverroy PH31 4AQ being the subjects registered in the Land Register of Scotland under Title Number INV49398 and that UNDER EXCEPTION always of the Subjects hereby disposed and all other parts previously disposed.
SCHEDULE	The schedule annexed and executed as relative hereto, which schedule is declared to form part of the dispositive clauses of this Disposition.
PLAN	The plan of the Subjects annexed and executed as relative hereto, which Plan is declared to form part of the dispositive clauses of this Disposition.
LOCATION PLAN	The location plan of the Subjects annexed and executed as relative hereto.
DATE OF ENTRY	2025

The Disponer hereby disposes to the Disponee ALL and WHOLE the SUBJECTS; TOGETHER WITH the Disponer's whole right, title and interest present and future in and to the Subjects; BUT ALWAYS WITH AND UNDER the burdens, servitudes, conditions, declarations, reservations and others contained in (FIRST) Part 1 of the Schedule; and (SECOND) it being a real burden imposed on the Subjects and the Retained Property in favour of each other that all disputes shall be referred to an arbiter in terms of Part 3 of the Schedule; 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, conditions and servitudes set out in the Schedule for a period of five years after the registration of this disposition in the Land Register; With entry and vacant possession as at the date of entry; And the Disponer grants warrandice from its own facts and deeds only: IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the Schedule, Plan and Location Plan are executed as follows:

**This is the SCHEDULE referred to in the foregoing Disposition by MACGREGOR LAND GROUP LTD in favour of [insert]**

**SCHEDULE**

**Interpretation**

In this schedule -

"the retained property" means the retained property more particularly described as the "RETAINED PROPERTY" in the foregoing Disposition and any parts thereof;

"the Subjects" means the subjects more particularly described as the "SUBJECTS" in the foregoing Disposition and any parts thereof;

"the Disponer" means the said MACGREGOR LAND GROUP LTD, a company incorporated under the Companies Acts (SC813933) and having its registered office at Office 333 8 Church St, Inverness, United Kingdom, IV1 1EA and their successors as owners of the retained property and any part or parts subsequently disposed or conveyed;

"the Disponee" means the said [insert] and their successors as owners of the subjects and any part or parts subsequently disposed or conveyed;

**Part 1: Real Burdens affecting the Subjects in favour of the Retained Property**

The following real burdens are imposed on the Subjects in favour of the retained property:-

1. An obligation to meet any costs or liabilities incurred by the owner for the time being of the retained property in relation to any dispute arising as a result of the actions of the time being of the Subjects.
2. A prohibition on erecting a dwellinghouse or agricultural shed on the Subjects without the prior written consent of the proprietor of the retained property. The Disponee will be allowed to construct only one of the following on the Subjects: a pod or a chalet or a yurt or a lodge or a static caravan, subject to obtaining relevant planning consent from the relevant local authority.
3. It shall not be in the power of the Disponee (or any party who has power of sale of the Subjects) to dispose the Subjects (other than to one or more of their children) during the lifetime of the Disponer, or by mortis causa deed, and the Disponee, or their child or children shall not sell, dispose or otherwise alienate the Subjects without first having offered it to the Disponer (so long as the Disponer remains proprietor of the retained property) in writing on the same terms of any offer made by a third party at arm's length which the Disponee (or their child or children, if applicable) wish to accept, the Disponer having twenty-one days after receipt of such written offer to intimate in writing acceptance of the same, failing which the Disponee (or their child or children, if applicable) will be free to sell, alienate or dispose of the Subjects.
4. It shall not be in the power of the Disponee (or any party who has power of sale of the Subjects) to sell, dispose or otherwise alienate the Subjects in parts.
5. An obligation to erect fencing at the boundaries of the Subjects at the Disponee's sole expense in so far as those boundaries are not already enclosed with fencing and that within three months of the Date of Entry and thereafter the Disponee shall be responsible for maintaining, repairing and where necessary renewing the said fencing.

**Part 2: Disputes**

In the event of there being any dispute in relation to these presents where there is either a failure to reach agreement on a matter specifically provided for reaching agreement on or a party claims the other is not acting reasonably where there is an obligation to do so, then same shall be referred to an independent surveyor (who shall act as an expert) agreed upon between the parties or in default of agreement appointed at the request of either party by or on behalf of the Chairman for the time being of the Royal Institution of Chartered Surveyors, Scottish branch or if unavailable any other professional body regulating the Chartered Surveyors' profession and which expert shall be instructed to issue his determination within twenty eight days from the date of instruction or such other period as agreed by both parties. Each party shall be entitled to make representations to the expert and the expert's decision shall be final and binding. Any such reference to such expert shall be or be deemed to be a reference to an expert and not to an arbiter. The fees and costs incurred by such expert shall be borne as the expert directs or otherwise shall be borne equally.



BRITISH NATIONAL GRID  
EASTING/NORTHING

100m

224896, 781582

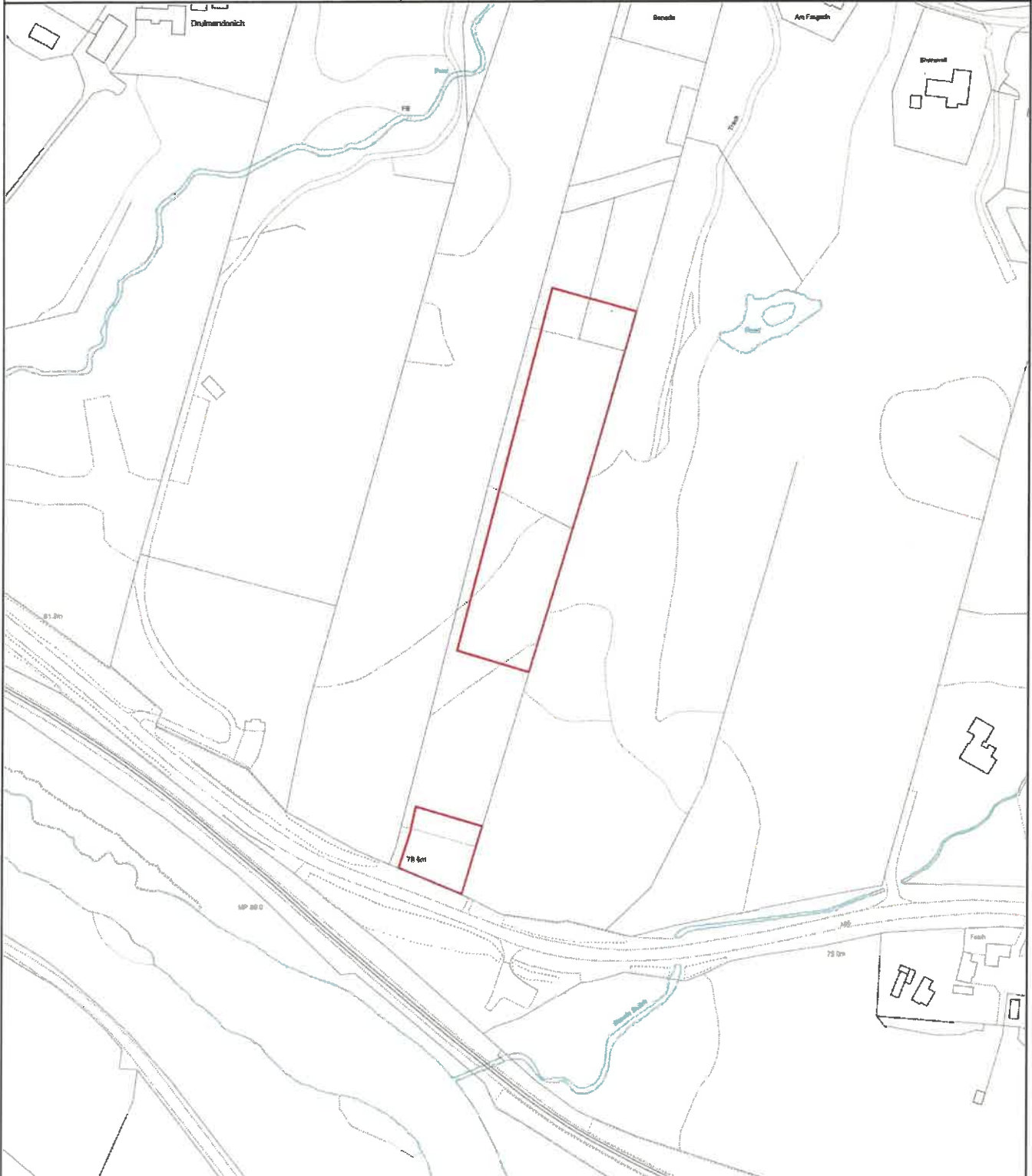
Survey Scale

1:2500

Print Scale

1:2500 @ A4

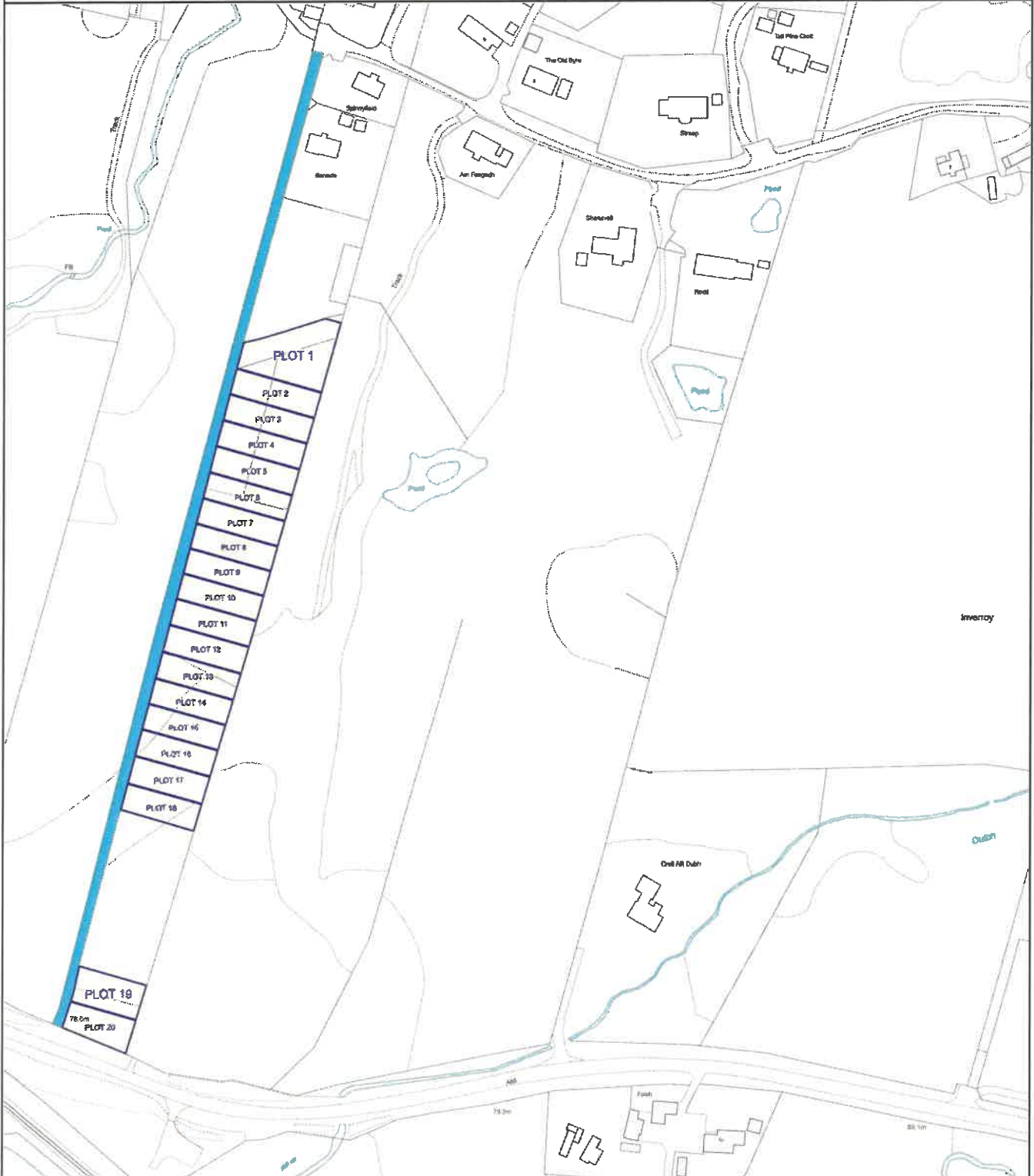
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# LAND REGISTER OF SCOTLAND



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TITLE NUMBER INV49398

A 1

## A. PROPERTY SECTION

**DATE OF FIRST REGISTRATION**

02 SEPT 2008

**DATE TITLE SHEET UPDATED TO**

26 FEB 2025

**REAL RIGHT**

**OWNERSHIP**

### DESCRIPTION

Subjects cadastral unit INV49398 PLOTS 5-20, SHEPHERD PARADISE, INVERROY PH31 4AQ edged red on the cadastral unit being 0.72 hectares in measurement on the ordnance map; Together with the servitudes contained in (One) the Deed of Conditions in Entry 5 of the Burdens Section; and (Two) the Disposition in Entry 6 of the Burdens Section.

**Note**

The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 3 of the Burdens Section.



# LAND REGISTER OF SCOTLAND



---

TITLE NUMBER INV49398

B 1

## B. PROPRIETORSHIP SECTION

### ENTRY PROPRIETOR

NO

1	MACGREGOR LAND GROUP LIMITED a company incorporated under the Companies Acts, (SC813933), and having its registered office at Office 333, 8 Church Street, Inverness, IV1 1EA.	DATE OF REGISTRATION 26 FEB 2025	CONSIDERATION £60,000	DATE OF ENTRY 31 JAN 2025
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# LAND REGISTER OF SCOTLAND



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TITLE NUMBER INV49398

C 1

## C. SECURITIES SECTION

**ENTRY  
NO**

**SPECIFICATION**

**DATE OF  
REGISTRATION**

No Entry



# LAND REGISTER OF SCOTLAND



TITLE NUMBER INV49398

D 1

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

- 1 Disposition by Ernest Vinter to Allan Joseph MacDonald, recorded G.R.S. (Inverness) 23 Dec. 1950, of Farm and Lands of Keppoch, in Parish of Kilmonivaig, under exception, of which the subjects in this Title form part, contains the following burdens:

Declaring that where the lands hereby disposed adjoin other subjects not forming part of other subjects belonging to me the boundary shall be the boundary thereof as possessed by me; and declaring that where the said lands are bounded by a wall, dyke, fence, hedge or the like, the boundary is the centre of the same and shall be maintained mutually by the adjoining proprietors except where the said lands are bounded by lands formerly belonging to the West Highland Railway Company and now to British Railways Executive where the boundaries shall be maintained wholly by the said British Railways Executive or their successors, and where bounded by a river, stream, burn, ditch or other water, the boundary shall be the medium filum or centre thereof; the subjects hereby disposed are so disposed always with and under the burden of the rights and servitudes acquired by the Lochaber Power Company.

- 2 Disposition by Lloyds Bank Limited as Trustees of Ernest Vinter to Secretary of State for Scotland and his successors in office, recorded G.R.S. (Inverness) 6 Mar. 1959, of Estate of Inveroy and Bohuntin, of which the subjects in this Title form part, contains the following burdens:

(PRIMO) Where the said lands and estate are bounded by a wall, dyke, fence, hedge or the like the boundary is the centre of the same and shall be maintained mutually by the adjoining proprietors except where the lands are bounded by lands of the West Highland Railway Company or their successors where the boundaries shall be maintained wholly by the said Company or their foresaids, and where bounded by a stream, loch, ditch or other water, the boundary shall be in centre thereof,



TITLE NUMBER INV49398

D 2

## D. BURDENS SECTION

**ENTRY  
NO**

**SPECIFICATION**

(SECUNDO) all way-going claims competent to us as Trustees foresaid as occupiers of any part of the said subjects are hereby discharged, and

(TERTIO) the disponee and his foresaids shall have no liability for the present state or the upkeep of the buildings situated on the said subjects which are the property of the Tenants.

- 3 Disposition by The Secretary of State for Scotland to David William MacDougall and his executors and assignees, recorded G.R.S. (Inverness) 14 Sep. 1978, of 2.837 hectares of ground of which the subjects in this Title form part, contains the following burdens:

(Primo) My disponee and his foresaids will be bound to maintain all existing boundary fences with remaining tenanted croft land at his sole expense but subject to the proviso that in the event of subsequent sales of the adjoining croft lands any purchaser will be obliged to bear and equal shared responsibility for such mutual fences;

(Secundo) Maintenance of all roadside fences will be the sole responsibility of my said disponee and his foresaids;

(Tertio) The burden of all existing wayleaves however constituted in favour of the North of Scotland Hydro-Electric Board; and

(Quarto) There is reserved to me and my successors all minerals within the said subjects hereby disposed with full power to work same subject to payment for any surface damage caused through mining operations.

- 4 Disposition by Deaufor Holdings Limited to Susan Caroline Hunt and another and their assignees, disponees and executors,



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TITLE NUMBER INV49398

D 3

D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

registered 26 Aug. 2016, of area of ground at Inveroy, Roy Bridge, registered under Title Number INV37584, contains inter alia the following servitudes:

Part I: Interpretation

In this Entry

"the Retained Property" means the subjects registered under Title Number INV22975, of which the subjects in this Title form part.

"the Disponed Property" means the subjects disponed by this Disposition;

"the disponee" means Susan Caroline Hunt and Any Rebecca Hunt both residing at Upper Tall Pine Croft, Upper Inveroy, Roy Bridge;

Part III; Servitudes affecting the Retained Property

The following servitudes are imposed on the Retained Property in favour of the Disponed Property;

1. All necessary servitude rights of supply of water, drainage, sewage, electricity and ail other essential services required for the construction and maintenance of a house and relative offices on the Disponed Property with rights to lay and construct all necessary pipes, poles, cables, conductors and others which may be required for site services including the right to drainage pipe and form soak away on the retained property and rights of access thereto for the purpose of maintenance, repair and renewal subject to the reinstatement of all damage caused by the exercise of these rights



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TITLE NUMBER INV49398

D 4

D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

3. A servitude right of access over the retained property and the burdened property for the purpose of connecting into and thereafter inspecting, maintaining, repairing and renewing the biological treatment plant, soakaway and all connecting pipes and drains in connection with a drainage system and also for all necessary pipes, drains, cables and others for installation of electricity, water and telephone services subject to the disponee and their foresaids making good any surface damage occasioned by the exercise of this right.

- 5 Deed of Conditions, registered 3 Dec. 2020, by Great Glen Holdings Limited, proprietors of the Main Site as hereinafter defined, of which the subjects in the subjects in this Title form part, contains servitudes, real burdens &c., in the following terms:

We, the said Great Glen Holdings Limited, provide as follows:

1 Definitions, Interpretation and Construction

1.1 Definitions

In this Deed:

"Main Site Owner" means the said Great Glen Holdings Limited and their successors in title;

"Main Site" means the subjects Plot 2 Inverroy, Roy Bridge, registered under Title Number INV22975;

"Owner" means at any time the owner at that time of any Plot, and where two or more persons own the Plot includes both or all of them;

"Plan" means additional cadastral map view 1;





D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

"Plot" means any one of the plots edged and numbered 1 to 20 in blue on the Plan.

1.2 Interpretation and Construction

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

1.2.1 words importing any gender include all other genders;

1.2.2 words importing the singular number only include the plural number and vice versa;

1.2.3 words which import the whole are to be treated as including reference to any part of the whole;

1.2.4 where at any one time there are two or more persons included in the expression "Owner" obligations contained in this Deed of Conditions are binding jointly and severally on them;

1.2.5 words importing individuals include legal persons and vice versa;

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

1.2.7 any reference to a Condition is to the relevant Condition of this Deed of Conditions;

1.2.8 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates



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TITLE NUMBER INV49398

D 6

**D. BURDENS SECTION**

**ENTRY  
NO**

**SPECIFICATION**

or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and includes any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision;

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

**1.3 Headings**

The headings in this Deed of Conditions are included for convenience only and are to be ignored in its construction.

**1.4 Exercise of rights conferred by this Deed**

Any rights conferred on an Owner by this Deed of Conditions may be validly exercised by any person duly authorised by such Owner including its tenants, agents and tradesmen, but subject to any limitations or restrictions imposed upon such Owner by this Deed.

**2 Creation**

**2.1 Date of creation and application**

The conditions imposed by this Deed of Conditions will take effect, in respect of a Plot, on the date of registration in the Land Register of Scotland of a disposition of that Plot in which the conditions in this Deed of Conditions are expressly stated to apply.

**2.2 Lands Tribunal applications**



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TITLE NUMBER INV49398

D 7

D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

No application may be made to the Lands Tribunal for Scotland under sections 90(1)(a)(i) and 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the community burdens and servitudes created in this Deed for a period of five years after the date of registration of this Deed of Conditions in the Land Register of Scotland.

3 Servitudes

The rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties

3.1 Main Site Servitudes

3.1.1 For the purposes of this Condition 3.2:

(i) the burdened property is the Main Site

(ii) each Plot is a benefited property.

3.1.2 The following servitudes are imposed on the Main Site in favour of each Plot:

(i) All necessary servitude rights of supply of water, drainage and electricity with rights to lay and construct all necessary pipes, poles, cables, conductors and others which may be required for services and rights of access thereto for the purpose of maintenance, repair and renewal.

(ii) Free ish and access for vehicular and pedestrian traffic over that section of the Main Site tinted blue on the Plan insofar as is necessary to access the Plot.

(iii) A servitude right of access over the Main Site and the other Plots for the purpose of connecting into and



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TITLE NUMBER INV49398

D 8

D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

thereafter inspecting, maintaining, repairing and renewing all necessary pipes, drains, cables and others for installation of electricity, water and telephone services.

3.1.3 The rights conferred by this Condition 3.1.2 may be exercised in respect of any current or future development of the benefited property under this Condition 3.1.

3.1.4 The rights contained in Condition 3.1.2 may be exercised only where it is reasonably necessary for the purpose in question.

3.2 Exercise of servitude rights

3.2.1 The parties exercising the rights contained in Conditions 3.1.2 will:

1. Make good on demand all damage caused to the Main Site by reason of the exercise of the Servitude Rights by them or their tenants, agents, employees, workmen and others authorised by them from time to time, to the reasonable satisfaction of the Main Site Owner.

2. Procure that the Servitude Rights are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the Main Site Owner and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers;

3. Indemnify the Main Site Owner in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the Servitude Rights by the Owner.



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TITLE NUMBER INV49398

D 9

D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

4. Contribute towards the costs of maintaining, repairing and where appropriate renewing the said area tinted blue on the Plan on a user basis.

3.3 Servitude Conditions

3.3.1 The routes of the Servitude Rights referred in 3.1.2

(i) shall be subject to the agreement between the Main Site Owner and the Owner and their respective successors in title, all parties acting reasonably.

4 Real Burdens

4.1. For the purposes of this Condition 4.1:

(I) the benefited property is the Main Site,

(II) each Plot is a burdened property.

4.1.1 The following Real Burdens are imposed on each Plot in favour of the Main Site:

1. The Owner and their successors in title, shall be solely responsible and liable for the cost of maintaining, repairing and renewing, where necessary, all relative pipes, connections and equipment to be located on the Main Site and which services solely serve the Plot.

Note: The effectiveness of the real burdens in the foregoing Deed of Conditions has been postponed, in respect of a Plot, until the date of registration in the Land Register of Scotland of a disposition of that Plot in which the conditions in this Deed of Conditions are expressly stated to apply. The real



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TITLE NUMBER INV49398

D 10

**D. BURDENS SECTION**

**ENTRY  
NO**

**SPECIFICATION**

burdens have been made effective in respect of the subjects in this Title.

- 6 Disposition by Great Glen Holdings Limited to Stephen McLean and his executors and assignees, registered 23 Feb. 2021, of Plots 5-20 Shepherd Paradise, Inverroy, being the subjects in this Title, contains the following servitudes and real burdens:

"the Retained Property" means the strip of land tinted blue on additional cadastral map view 1 forming part of the subjects Plot 2, Inverroy, registered under Title Number INV22975.

"the Disposed Property" means the subjects disposed by this Disposition.

"the disponer" means the said Great Glen Holdings Limited and their successors in title to the Retained Property.

"the disponee" means the said Stephen McLean and his successors in title to the Disposed Property.

Servitudes affecting the Retained Property

The following servitude is imposed on the Retained Property in favour of the Disposed Property.

All necessary servitude rights for all essential services required for the construction and maintenance of a house and relative offices on the Disposed Property with rights to lay and construct all necessary pipes, poles, cables, conductors and others which may be required for site services together with rights of access thereto on all necessary occasions for the purpose of maintenance, repair and renewal subject to the reinstatement of all damage caused to the Retained Property by the exercise of these rights; declaring that the



TITLE NUMBER INV49398

D 11

## D. BURDENS SECTION

**ENTRY**  
**NO**

### **SPECIFICATION**

proposed routes of any pipes, poles, cables, conductors and others which the disponee wishes to install on the Retained Property shall be approved by the disponer (acting reasonably) and further declaring that any drainage system serving the Disposed Property shall be located entirely within the Disposed Property;

Real Burdens affecting the Disposed Property

The following real burdens are imposed on the Disposed Property in favour of the Retained Property;

1. The disponee, and their successors in title, shall be solely responsible and liable for the cost of maintaining, repairing and renewing, where necessary, all relative pipes, drains, connections and equipment to be located on the Retained Property and which services solely serve the Disposed Property. The disponee and their successors in title will make good on demand all damage caused to the Retained Property by them by reason of the exercise of the said servitude rights and others by the disponee or their successors in title or their tenants, agents, employees, workmen and others authorised by them from time to time.

- 7 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. This is notwithstanding any additional information that may have been disclosed by the Keeper in respect of those properties.