



Title Information: INV21995

Search summary

Date/Time of search	31-07-2025 14:58:56
Transaction number	SCO-21989304
User reference	1393493

Section A

INV21995

Property

Date of first registration	08-04-2008
Date title sheet updated to	08-04-2008
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NH5220
Title Number	INV21995
Cadastral Unit	INV21995
Sasine Search	23563
Property address	NORTH MUIRNICH CROFT, GORTHLECK, INVERNESS

Description

Subjects NORTH MUIRNICH CROFT, GORTHLECK, INVERNESS edged red on the Title Plan. Together with (ONE) a servitude right of access for all purposes including without prejudice to this generality both vehicular and pedestrian, from the public roadway to the subjects in this Title; (TWO) a servitude right to construct in and through the adjacent subjects, a sewerage system to serve the subjects in this Title consisting of a septic tank, relative soak-away pit and sewage pipes connecting thereto and therefrom with all necessary rights of access to lay, inspect, renew and maintain the same on making good any surface damage occasioned by the exercise of said rights; (THREE) a servitude right to use the existing water supply system and pipe serving the subjects in this Title with right of access to lay, inspect, renew and maintain the same on making good any surface damage occasioned by the exercise of said right; (FOUR) a servitude right in respect of the existing supply and use of the electricity cable (either overhead or underground) connecting the subjects in this Title to the main North of Scotland Hydro Electric Board supply with all necessary rights of access to lay, inspect, renew and maintain the same on making good any surface damage occasioned by the exercise of said rights; and (FIVE) a servitude right of access over the adjacent subjects to the "implement shed" for all purposes in connection therewith subject to the proprietors of the subjects in this Title making good all surface damage occasioned thereby.

Notes

1. The said servitude rights were created in Disposition by Ashdale Land and Property Company Limited to Duncan Cameron and Christina Cameron, recorded G.R.S. (Inverness) 23 Jul. 1982.

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Section B

INV21995

Proprietorship

ANTHEA JEAN ROCKER 8 Burehaven Drive, Mudeford, Christchurch.

Entry number	1
Date of registration	08-04-2008
Date of Entry	22-02-2008
Consideration	Implementation of Agreement

Notes

1. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects.
2. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Civil Partnership Act 2004, of partners of persons who were formerly entitled to the said subjects.

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Section C

INV21995

Securities

There are no entries.

This is a Copy which reflects the position at the date the Title Sheet was last updated.

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Section D

INV21995

Burdens

Number of Burdens: 3

Burden 1

Disposition by The Trustees Corporation Limited to Ashdale Land & Property Company Limited and their successors, recorded G.R.S. (Inverness) 11 Nov. 1971, of subjects of which the subjects in this Title form part of (First) (VI) subjects, contains the following burdens:

(One) The Company shall conjoin in the cost of maintenance, repair and renewal of the following roads (in so far as not maintained by the Local Authority) along with the other parties entitled to use the same viz:

(primo) the access routes for the Mains Farm Cottage and garage site and coloured red and hatched black on the Plan No 2 annexed sealed and signed as relative hereto

(Secundo) the section of road at "New Huts" coloured yellow on Plan No's 1 and 2 annexed sealed and signed as relative hereto

(Tertio) the road known as "The Corners" and coloured red and hatched black on the said Plan No 2

(Quatro) the road at the Foyers Intake coloured red and hatched black on the Plan No 2

(Quinto) the road leading from the Assistant Manager's House to the north east boundary of ground pertaining to the Manager's House coloured yellow on the said Plans No's 1 and 2 and all as the cost of such maintenance, repair and renewal shall be apportioned between the Company and such other parties on the basis of user or failing agreement as determined by arbitration

(Two) The Company and their foresaids shall share in the cost of maintaining and renewing the access road from the public road at Clubfield to the access gate to the Manager's House along with the respective proprietors for the time being of the subjects known as "The Manager's House" and "The Cairn" in proportion to the amount that the assessed rental of the Manager's House bears to the cumulo assessed rental of the said manager's house and the said subjects known as "The Bungalow" and "The Cairn" provided that all the said subjects remain in private occupation; Declaring that in the event of any one or more of the said three subjects being used for any purpose other than normal private residential use as a single dwellinghouse, then the cost of maintaining and renewing the said access road will be calculated according to user or failing agreement as determined by arbitration

(Three) the Company and their foresaids shall conjoin in the cost of maintaining and renewing that part of the access road coloured yellow on the said Plans Numbers One and

Two leading from the road known as "The Corners" past the Assistant Manager's House and which also serves the dwellinghouse immediately adjacent thereto along with the proprietor of the said lastmentioned dwellinghouse and the other parties having right to use the said road in proportion to the amount that the assessed rental of any subjects belonging to the Company and served by the said last mentioned road bears to the cumulo assessed rental of any subjects belonging to all other such parties having right to use said part of the said access road

(Four) the Company and their foresaids shall be bound as by acceptance hereof they hereby bind themselves and shall take their foresaids bound in the event of they or their foresaids undertaking or allowing to be undertaken any new building development served by any or all of the said roads coloured yellow or coloured red and hatched black on the said plans No's 1 and 2, to contribute to the maintenance costs of such roads on a basis to be agreed amongst the parties having right to use the same and failing agreement as determined by arbitration as aforesaid

(Five) the Company and their foresaids shall be bound and shall take their foresaids bound to ensure that the existing water supply and source at Tyndrum are kept in good condition and repair, and shall make no charge for water supplied to us or our foresaids, declaring that in respect of existing supplies of water to properties on the ground coloured respectively blue, green and white on the said Plan Number One the Company and their foresaids shall be obliged to relieve us and our foresaids of all existing obligations to supply properties on the said ground coloured respectively blue, green and white on the said Plan Number One and shall be bound to continue water supplies as at present, but without any further guarantee than at present of quality or quantity to the subjects coloured green on the said Plan Number One to the subjects now or formerly belonging to us, including particularly the subjects coloured blue on the said Plans Numbers One and Two, and to all others presently served by the said existing water supply and source, which obligation will continue until a Local or other Authority takes over the responsibility of the said supply under Statute, declaring that the Company and their foresaids shall be bound by any contractual obligations binding on us or our foresaids to supply water and shall relieve us or them of the same: Declaring further (Primo) that we hereby assign to the Company and their foresaids any rights in our favour to call on others to conjoin in the cost of maintaining and renewing the said water supply and source, and (Secundo) that in respect of supplies of water to the respective existing properties on the ground coloured blue presently served by the said water supply and source we and our foresaids shall, whilst such supplies continue, pay to the Company or their foresaids annually at Whitsunday in each year following the date of entry (Whitsunday 1969) an appropriate sum to be agreed in respect of each property between us or them and the Company, or failing agreement to be determined by arbitration as aforesaid, as an annual contribution to the maintenance and renewal of the said water supply and source and so long as any such regular annual payments are made we and our foresaids shall not be called upon to contribute further to repair or renewal of the said water supply and source: Declaring that any new supplies made available to us or our foresaids by the Company or their foresaids from the said water supply system and source or any enlargement of existing supply pipes serving existing properties on the said ground coloured blue on the said Plan Number One will be subject to agreement between us or our foresaids and the Company or their foresaids (which agreement will not be unreasonably withheld)

and to an appropriate negotiated payment being made annually or otherwise as may be agreed or failing agreement be determined by arbitration as aforesaid, Declaring however that failure to agree the negotiated payment and/or reference to arbitration as aforesaid shall not be valid reasons for withholding any such new or enlarged supplies: Declaring further that in the event of any local or other authority acquiring the said water supply and source then the whole annual payments hereinbefore mentioned shall cease in all time coming and we or our foresaids shall be liable for such water rate, if any, as the said Authority may levy on us or them: Declaring further that there is reserved to us and our foresaids the right of access over the subjects hereby disposed for inspection repair maintenance and renewal as required by us in connection with the aforementioned water supply but subject always to payment by us or our foresaids to the Company or their foresaids for all surface damage occasioned by the exercise of such servitude rights of access as the cost of repair shall be determined failing agreement by arbitration as aforesaid: (Six) there are reserved to us the granters hereof and our foresaids servitude rights of passage for traffic of all kinds over the following roads (Primo) the said road at Foyers known as "The Corners" leading from the Dores/Foyers Road as shown coloured red and hatched black on the said Plan Number Two, (Secundo) the said access routes for the Mains Farm Cottage and garage site as shown coloured red and hatched black on said Plan Number Two and (Tertio) the said road at the Foyers Intake as shown coloured red and hatched black on said Plan Number Two: (Seven) there are reserved to us the granters hereof and our foresaids the following servitude rights (Primo) a right for and for inspection, maintenance and renewal of the existing pipes tunnel works and adits between the intake on the River Foyers and the former factory at Foyers and on or under the ground coloured red and hatched black on said Plans Numbers One and Two and the right to discharge therefrom over the adjoining ground and also with a right to lay, inspect, maintain and renew such further pipes, tunnels, lines and cables and others as may be required by the Hydro Board within and under that part of the subjects above disposed between the intake weir on the River Foyers and the former factory at Foyers all as coloured red and hatched black on the said Plans Numbers One and Two: BUT subject always to us and our foresaids being liable for any surface damage occasioned by the exercise of such servitude rights as the cost of repair of such damage shall be determined failing agreement by arbitration as aforesaid: And subject also to us and our foresaids while we and they continue to exercise such servitude rights to the pipes, tunnels and adits freeing and relieving the Company and their foresaids of all third party legal liability in connection with our and their exercise of such right and subject to us and our foresaids when we and they cease to require to use the said pipes, tunnels and adits sealing the same and leaving them in a safe condition: (Secundo) a right to construct, inspect, maintain and renew a tunnel and/or pipe line and associated works between Loch Mhor and Loch Ness over, through or under the ground hereby disposed to the Company and by a route approximately indicated in black on the said Plan Number One insofar as the said tunnel, pipeline and associated works will affect, or pass through or under the subjects hereby disposed: (Tertio) rights to use that portion of the course of the River Foyers as shown coloured red and hatched in black on the said Plan Number One and the course of the said river from the said intake weir to the mouth of the river and including the right to discharge water into and take water from the river; BUT subject always to the declaration that in the exercise of the aforementioned rights we and our foresaids shall permit as far as possible a sufficient flow in the river to permit the

carrying away of sewage effluent as presently discharged by works existing as at the date hereof by us or our foresaids into the river between the weir at the said intake and the river mouth so as to avoid or abate as far as possible any public nuisance: (Quarto) a right to divert and cause to flow into Loch Mhor and the River Foyers the waters of any lochs, rivers or streams within, running through or bounding the ground and subjects hereby disposed, as also the right to use, divert and carry away for any purpose or purposes the waters if the said Loch Mhor and of the River Foyers in its natural flow or as the same may be augmented by the waters from any lochs, rivers or streams which may be diverted so as to flow into the said Loch Mhor and/or the River Foyers and that by means of any works already constructed or of such other works to be constructed as the Hydro Board may deem necessary or expedient; (Eight) there are reserved to us the granters hereof and our foresaids rights to discharge sewage overflow as at present exercised by us and them with a servitude right of access over the ground and subject hereby disposed for inspection, repair, maintenance and renewal of all sewage pipes and others subject always to payment by us or our foresaids to the Company or their foresaids for all surface damage occasioned by the exercise of such servitude rights, as the cost of repair shall be determined failing agreement by arbitration as aforesaid: Declaring that insofar as the provisions of the Rivers (Prevention of Pollution) (Scotland) Act 1965 may affect any of the properties on the subjects hereby disposed the Company will relieve us or our foresaids of all responsibility therefor and will make any necessary application except as regards said present discharge: (Nine) the Company shall be bound as by acceptance hereof they hereby bind themselves and shall take their foresaids similarly bound, not to make any claim whatsoever against us or our foresaids for compensation in respect of the effect of any fluctuation in the water level of Loch Mhor, and any exercise by them or their foresaids of any fishing and boating rights and any erection by them or their foresaids of any boathouses or jetties or the like at Loch Mhorside shall be wholly at the risk of the Company and their foresaids who shall indemnify us and our foresaids against any claims for loss, injury or damage arising therefrom, and in the case of such boathouses and others shall be subject to their obtaining the prior written approval of the Hydro Board, which approval shall not be unreasonably withheld, on such terms as the Hydro Board may stipulate as to the siting thereof; (Ten) the Company shall be bound as by acceptance hereof they hereby bind themselves not to make any claim against us or our foresaids for compensation in respect of the Hydro Board's Constructional Scheme No. 40 (Foyers Project) and shall take their foresaids similarly bound: and (Eleven) we and our foresaids shall be under no obligation to erect fences where none at present exist but without prejudice to the foregoing generality we or our foresaids shall be bound to erect and maintain a fence between the points marked 'X' and 'Y' on the said area of ground marked 'I' on the said Plan Number Two: Declaring that except as otherwise provided all existing fences, dykes, walls, ditches or drains which from the marches between the said subjects (IN THE FIRST PLACE) hereby disposed and the adjacent subjects coloured blue on the said Plan Number One shall be mutual and maintained at the joint expense of the respective proprietors:

Note: Colour copies of the plans annexed to the foregoing deed have not been submitted to the Keeper, therefore the said roads and access routes etc. cannot be determined in relation to the subjects in this Title.

Burden 2

Disposition by Ashdale Land and Property Company Limited to Duncan Cameron and Christina Cameron and their respective assignees and disponees, recorded G.R.S. (Inverness) 23 Jul. 1982, of that area of ground at North Muirich, Gorthleck extending to 0.19 acre or thereby edged red on the Title Plan forming the subjects in this Title, contains the following burdens:

Our said disponees and their foresaids shall pay a share of the cost of maintenance and when necessary renewal of the access route from the subjects in this Title leading to the public road such share being calculated in proportion to the use that is made thereof by us and our successors, our disponees and their foresaids, and any other party having a right to use the same.



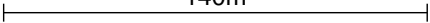
Burden 3

Disposition by Duncan Cameron and Christina Cameron to Philip Benjamin Rocker and his executors and assignees, recorded G.R.S. (Inverness) 7 Dec. 1984, of the subjects in this Title, contains the following burdens:

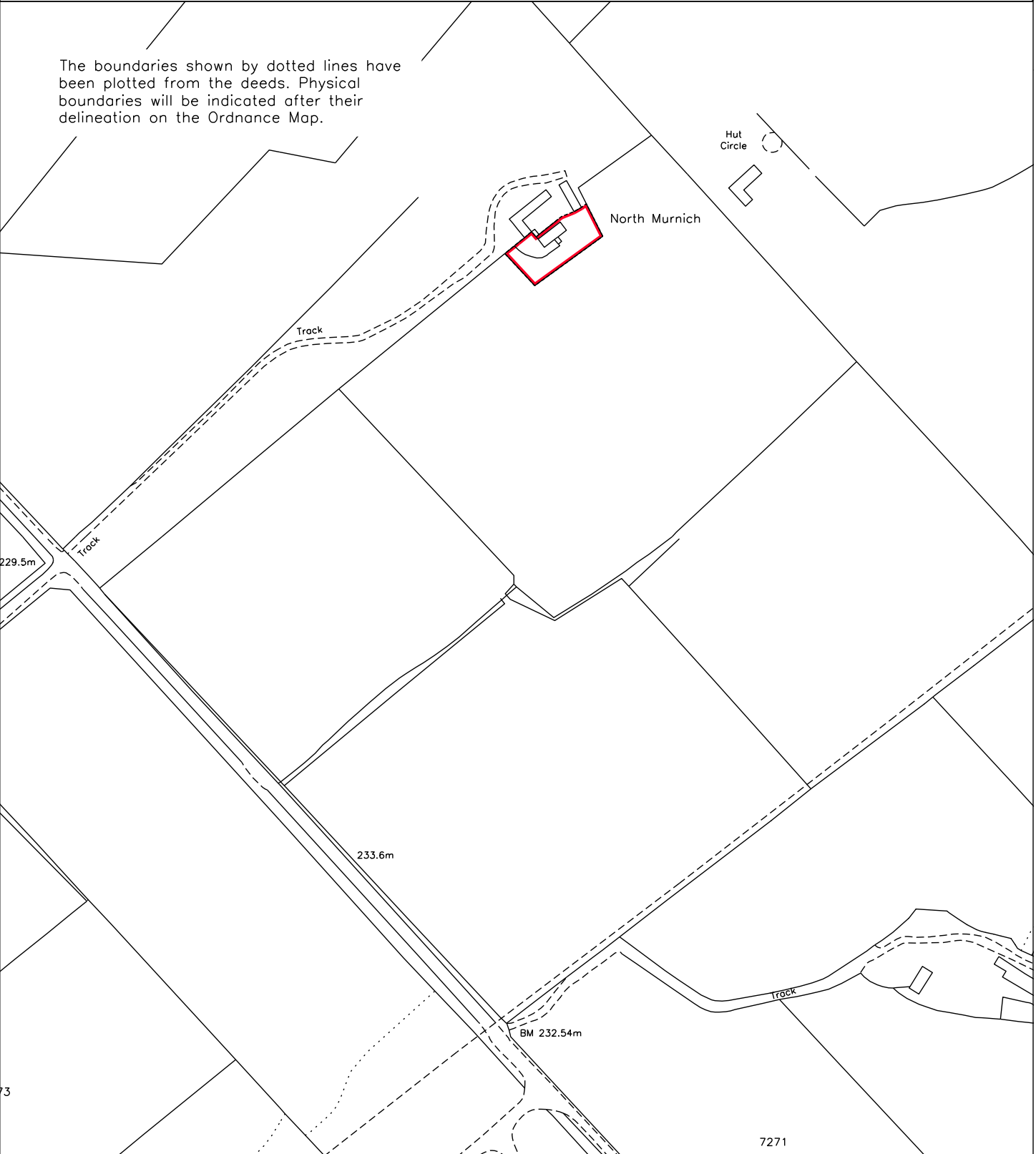
There is reserved in favour of us and our successors a servitude right of access for all necessary purposes over and across the first fifty yards of the access track or roadway commencing from the point where the said access track or roadway has its junction with the main road leading to Foyers.

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 LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	3027 16/12/2009	INV21995
	ORDNANCE SURVEY NATIONAL GRID REFERENCE	140m 
NH5219 NH5220 NH51NW NH52SW		Survey Scale 1/2500

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NAME	REPORT DATE	SEARCH REFERENCE	TITLE NO.
BBM Solicitors	31/07/2025	1393493	INV21995
	INSTRUCTIONS RECEIVED	YOUR REFERENCE	
	31/07/2025	MACGR06-17	
SUBJECTS			
NORTH MUIRNICH CROFT, GORTHLECK, INVERNESS (INV21995)			

Legal Report – Registered Land

INV21995

We detail particulars from the Title Sheet and Application Record as at 30/07/2025.
The Title Sheet is currently updated to 08/04/2008.

 REGISTERED PROPRIETOR(S)	DESTINATION	DATE OF REGISTRATION	DATE OF APPLICATION
ANTHEA JEAN ROCKER	None Disclosed	08/04/2008	
 OUTSTANDING SECURITIES	AMOUNT	DATE OF REGISTRATION	DATE OF APPLICATION
NIL			
 OTHER DEEDS		DATE OF REGISTRATION	DATE OF APPLICATION
NIL			
 ADVANCE NOTICES			
NIL			
 INHIBITIONS AND INSOLVENCIES			

Searches of the Register of Insolvencies will reflect cases reported by the Accountant in Bankruptcy at the time of searching.

In line with professional practice we limit our Personal Search to an exact match with details supplied. However, we may disclose certain entries, which may be relevant, although not an exact match.

Register of Insolvencies searches against Limited Companies can be obtained from our Company Search Department at search@millar-bryce.com



SEARCH REFERENCE 1393493

YOUR REFERENCE MACGR06-17

REPORT DATE 31/07/2025

PRODUCT Legal Report - Registered Land

	PARTIES SEARCHED	SEARCHED FROM	SEARCHED TO
	ANTHEA JEAN ROCKER	31/07/2020	30/07/2025
	MACGREGOR LAND GROUP LTD	31/07/2020	30/07/2025

Searched in:

Register of Inhibitions
Register of Insolvencies



0 ENTRIES FOUND



Property Enquiry Certificate



BBM Solicitors
Unit 5b Wick Business Park
Wick
KW1 4QR

Date: **04/08/2025**
Search Ref: **SF1393495**
Your Ref: **MACGR06-17**
Client Name: **Macgregor Land Group Ltd**

Millar & Bryce

Subjects: North Muirnich Croft, GORTHLECK, IV2 6YP
Council: Highland

Planning Information

1. Local Planning

The subjects are covered by the following Local Plan: Highland-wide Local Development Plan Adopted April 2012

The subjects are covered by Policies 1-78 zoned as Highland Wide Policies

The subjects are covered by Policy 57 zoned as Natural, Built and Cultural Heritage

The subjects are covered by the following Local Plan: Inner Moray Firth Local Development Plan 2024

The subjects are covered by Policies 1-14 zoned as Plan Wide Policies

Please note that retained elements of the previous Local Plan may still apply.

- | | Yes | No |
|---|--------------------------|-------------------------------------|
| 2. Do the subjects lie within a Conservation Area/Article 4 Area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are the subjects categorised as a Listed Building? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Do the subjects lie within a designated Smoke Control Area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Planning Applications

5. Are there any Planning applications in respect of the subjects? ☐ ☒

Building Warrant Applications

6. Are there any Building Warrant applications in respect of the subjects? ☐ ☒

Notices & Orders

7. Does a Notice/Order under the legislation searched affect the subjects? ☐ ☒

Water Information

8. Is there a public water pipe lying ex adverso the subjects? ☒ ☐

Sewer Information

9. Is there a public sewerage pipe lying ex adverso the subjects? ☐ ☒

Road Schemes

10. Are there any Road Scheme proposals that affect the subjects? ☐ ☒

Road Information

11. The status of the carriageways/footways/verges ex adverso the subjects is:

Access off U1217 serving North Muirnich Croft, Gorthleck - Carriageway/Footway - Not Adopted

U1217 Loch Garthside - Trinloist - Gleann Liath, Gorthleck - Carriageway/Footway - Adopted

(see Page 2 for Terms & Conditions)

CONT. /

Property Enquiry Certificate



Millar & Bryce

BBM Solicitors
Unit 5b Wick Business Park
Wick
KW1 4QR

Date: **04/08/2025**
Search Ref: **SF1393495**
Your Ref: **MACGR06-17**
Client Name: **Macgregor Land Group Ltd**

Subjects: North Muirnich Croft, GORTHLECK, IV2 6YP
Council: Highland


Terms & Conditions

Legislation Searched/Utilised

- Acquisition of Land (Authorisation Procedure) (Scotland) Act 1947 - Section: 1
- Building (Scotland) Acts 1959/1970 - Sections: 10 & 13
- Building (Scotland) Act 2003 - Sections: 24, 25, 26, 27, 28, 29 & 30
- City of Edinburgh District Council Order Confirmation Act 1991 (Where applicable) - Sections: 24 & 31
- Civic Government (Scotland) Act 1982 - Sections: 87, 90, 92, 95, 96
- Clean Air Act 1993 - Section: 18
- Environmental Protection Act 1990 & Part IIA (as amended by the Environment Act 1995) - Sections: 78B, 78E, 78G, 78R & 80
- Local Government (Access to Information) Act 1985 - Section: 2
- Housing (Scotland) Act 1987 - Sections: 88, 89, 90, 91, 108, 114, 115, 116, 156, 157, 160, 161, 162, 166
- Housing (Scotland) Act 2006 - Sections: 1, 3, 5, 30, 31, 32, 33, 35, 36, 37, 38, 40, 42, 146 & 148
- Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 (as amended by the Historic Environment Scotland Act 2014) - Sections: 1A, 3, 4, 34, 42, 43, 49, 50, 61 & 62
- Roads (Scotland) Act 1984 - Sections: 1, 5, 12, 68, 70, 71 & 104
- Sewerage (Scotland) Act 1968 (as amended by the Water Industry (Scotland) Act 2002) - Section: 11
- Town & Country Planning (Control of Advertisements) (Scotland) Regulations 1984 (as amended) - Section 24
- Town and Country Planning (General Permitted Development) (Scotland) Order 1992 (as amended) - Article 4
- Town and Country Planning (Scotland) Act 1997 (as amended by the Planning etc. (Scotland) Act 2006) - Sections: Part II, 33A, 36, 71, 127, 136, 136A, 140, 144A, 145, 147, 168, 179, 186, 189, 190, 194, 202, 203, 205, 206, 207 & 208
- Water (Scotland) Act 1980 (as amended by Local Government etc. (Scotland) Act 1994, and the Water Industry (Scotland) Act 2002) - Section 24A

Certificate Notes

1. Information contained in this Property Enquiry Certificate has been derived from searches of publicly available records.
2. Only Notices/Orders served on the subjects under the above legislation list are disclosed.
3. Only Road Schemes that lie 250m or less from the subjects are disclosed.
4. Only planning applications validated within the past 5 years will be disclosed.
5. Only building warrant applications validated within the past 5 years will be disclosed.
6. Contaminated Land - Unless details are confirmed in section 7 of the PEC above, the answer to each question in para 5.3.6 of the CML Handbook is in the negative.
7. This Property Enquiry Certificate is covered by the Millar & Bryce Comprehensive Warranty, details supplied on request.



These are the Inventory of Titles referred to in the foregoing Articles of Roup by BBM Solicitors in respect of North Muirnich Croft, Gorthleck, Inverness

INVENTORY OF TITLES

1. Acknowledgement of receipt for application 25INV06625
2. Copy Title Sheet INV21995 dated to 31/07/2025
3. Signed Disposition in favour of MacGregor Land Group Ltd dated August 2025
4. Decrofting Direction dated 20th October 1982
5. Legal Report dated 31st July 2025
6. PEC dated 4th August 2025

BBM Sols, Hollie Anne Cormack

From: RoS Notifications <donotreply@ros.gov.uk>
Sent: 12 August 2025 01:28
To: BBM Sols, Rona Plowman
Subject: Acknowledgement of receipt for NORTH MUIRNICH CROFT, GORTHLECK, INVERNESS

Acknowledgement of receipt for application 25INV06625

Title(s): INV21995

Subject(s):
NORTH MUIRNICH CROFT, GORTHLECK, INVERNESS

Applicant(s):
MACGREGOR LAND GROUP LTD
OFFICE 333
8 CHURCH STREET
INVERNESS
IV1 1EA

Granter(s):
ANTHEA JEAN ROCKER
8 BUREHAVEN DRIVE
MUDEFORD, CHRISTCHURCH

For many of the applications we receive, we will now scan your documents upon receipt and post them back to you within 24 hours. This doesn't mean your deed has been registered so please do not destroy these documents until you have been notified of registration in the normal way.

For further information, please click the link below:

<https://www.eservices.ros.gov.uk/cps/collect/v002cff4d145bba9490eabf9bdda7e138a69>

If you need to contact Registers of Scotland about this application please see the contact information at <http://www.ros.gov.uk/>

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Title Information: INV21995

Search summary

Date/Time of search	31-07-2025 14:58:56
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Transaction number	SCO-21989304
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User reference	1393493
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Section A**INV21995**

Property

Date of first registration	08-04-2008
Date title sheet updated to	08-04-2008
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NH5220
Title Number	INV21995
Cadastral Unit	INV21995
Sasine Search	23563
Property address	NORTH MUIRNICH CROFT, GORTHLECK, INVERNESS

Description	<p>Subjects NORTH MUIRNICH CROFT, GORTHLECK, INVERNESS edged red on the Title Plan. Together with (ONE) a servitude right of access for all purposes including without prejudice to this generality both vehicular and pedestrian, from the public roadway to the subjects in this Title; (TWO) a servitude right to construct in and through the adjacent subjects, a sewerage system to serve the subjects in this Title consisting of a septic tank, relative soak-away pit and sewage pipes connecting thereto and therefrom with all necessary rights of access to lay, inspect, renew and maintain the same on making good any surface damage occasioned by the exercise of said rights; (THREE) a servitude right to use the existing water supply system and pipe serving the subjects in this Title with right of access to lay, inspect, renew and maintain the same on making good any surface damage occasioned by the exercise of said right; (FOUR) a servitude right in respect of the existing supply and use of the electricity cable (either overhead or underground) connecting the subjects in this Title to the main North of Scotland Hydro Electric Board supply with all necessary rights of access to lay, inspect, renew and maintain the same on making good any surface damage occasioned by the exercise of said rights; and (FIVE) a servitude right of access over the adjacent subjects to the "implement shed" for all purposes in connection therewith subject to the proprietors of the subjects in this Title making good all surface damage occasioned thereby.</p>
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Notes	<p>1. The said servitude rights were created in Disposition by Ashdale Land and Property Company Limited to Duncan Cameron and Christina Cameron, recorded G.R.S. (Inverness) 23 Jul. 1982.</p>
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Section B

INV21995

Proprietorship

ANTHEA JEAN ROCKER 8 Burehaven Drive, Mudeford, Christchurch.

Entry number	1
Date of registration	08-04-2008
Date of Entry	22-02-2008
Consideration	Implementation of Agreement

Notes

1. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects.
2. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Civil Partnership Act 2004, of partners of persons who were formerly entitled to the said subjects.

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INV21995

Securities

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Section D

INV21995

Burdens

Number of Burdens: 3

Burden 1

Disposition by The Trustees Corporation Limited to Ashdale Land & Property Company Limited and their successors, recorded G.R.S. (Inverness) 11 Nov. 1971, of subjects of which the subjects in this Title form part of (First) (VI) subjects, contains the following burdens:

(One) The Company shall conjoin in the cost of maintenance, repair and renewal of the following roads (in so far as not maintained by the Local Authority) along with the other parties entitled to use the same viz:

(primo) the access routes for the Mains Farm Cottage and garage site and coloured red and hatched black on the Plan No 2 annexed sealed and signed as relative hereto

(Secundo) the section of road at "New Huts" coloured yellow on Plan No's 1 and 2 annexed sealed and signed as relative hereto

(Tertio) the road known as "The Corners" and coloured red and hatched black on the said Plan No 2

(Quatro) the road at the Foyers Intake coloured red and hatched black on the Plan No 2

(Quinto) the road leading from the Assistant Manager's House to the north east boundary of ground pertaining to the Manager's House coloured yellow on the said Plans No's 1 and 2 and all as the cost of such maintenance, repair and renewal shall be apportioned between the Company and such other parties on the basis of user or failing agreement as determined by arbitration

(Two) The Company and their foresaids shall share in the cost of maintaining and renewing the access road from the public road at Clubfield to the access gate to the Manager's House along with the respective proprietors for the time being of the subjects known as "The Manager's House" and "The Cairn" in proportion to the amount that the assessed rental of the Manager's House bears to the cumulo assessed rental of the said manager's house and the said subjects known as "The Bungalow" and "The Cairn" provided that all the said subjects remain in private occupation; Declaring that in the event of any one or more of the said three subjects being used for any purpose other than normal private residential use as a single dwellinghouse, then the cost of maintaining and renewing the said access road will be calculated according to user or failing agreement as determined by arbitration

(Three) the Company and their foresaids shall conjoin in the cost of maintaining and renewing that part of the access road coloured yellow on the said Plans Numbers One and

Two leading from the road known as "The Corners" past the Assistant Manager's House and which also serves the dwellinghouse immediately adjacent thereto along with the proprietor of the said lastmentioned dwellinghouse and the other parties having right to use the said road in proportion to the amount that the assessed rental of any subjects belonging to the Company and served by the said last mentioned road bears to the cumulo assessed rental of any subjects belonging to all other such parties having right to use said part of the said access road

(Four) the Company and their foresaids shall be bound as by acceptance hereof they hereby bind themselves and shall take their foresaids bound in the event of they or their foresaids undertaking or allowing to be undertaken any new building development served by any or all of the said roads coloured yellow or coloured red and hatched black on the said plans No's 1 and 2, to contribute to the maintenance costs of such roads on a basis to be agreed amongst the parties having right to use the same and failing agreement as determined by arbitration as aforesaid

(Five) the Company and their foresaids shall be bound and shall take their foresaids bound to ensure that the existing water supply and source at Tyndrum are kept in good condition and repair, and shall make no charge for water supplied to us or our foresaids, declaring that in respect of existing supplies of water to properties on the ground coloured respectively blue, green and white on the said Plan Number One the Company and their foresaids shall be obliged to relieve us and our foresaids of all existing obligations to supply properties on the said ground coloured respectively blue, green and white on the said Plan Number One and shall be bound to continue water supplies as at present, but without any further guarantee than at present of quality or quantity to the subjects coloured green on the said Plan Number One to the subjects now or formerly belonging to us, including particularly the subjects coloured blue on the said Plans Numbers One and Two, and to all others presently served by the said existing water supply and source, which obligation will continue until a Local or other Authority takes over the responsibility of the said supply under Statute, declaring that the Company and their foresaids shall be bound by any contractual obligations binding on us or our foresaids to supply water and shall relieve us or them of the same: Declaring further (Primo) that we hereby assign to the Company and their foresaids any rights in our favour to call on others to conjoin in the cost of maintaining and renewing the said water supply and source, and (Secundo) that in respect of supplies of water to the respective existing properties on the ground coloured blue presently served by the said water supply and source we and our foresaids shall, whilst such supplies continue, pay to the Company or their foresaids annually at Whitsunday in each year following the date of entry (Whitsunday 1969) an appropriate sum to be agreed in respect of each property between us or them and the Company, or failing agreement to be determined by arbitration as aforesaid, as an annual contribution to the maintenance and renewal of the said water supply and source and so long as any such regular annual payments are made we and our foresaids shall not be called upon to contribute further to repair or renewal of the said water supply and source: Declaring that any new supplies made available to us or our foresaids by the Company or their foresaids from the said water supply system and source or any enlargement of existing supply pipes serving existing properties on the said ground coloured blue on the said Plan Number One will be subject to agreement between us or our foresaids and the Company or their foresaids (which agreement will not be unreasonably withheld)

and to an appropriate negotiated payment being made annually or otherwise as may be agreed or failing agreement be determined by arbitration as aforesaid, Declaring however that failure to agree the negotiated payment and/or reference to arbitration as aforesaid shall not be valid reasons for withholding any such new or enlarged supplies: Declaring further that in the event of any local or other authority acquiring the said water supply and source then the whole annual payments hereinbefore mentioned shall cease in all time coming and we or our foresaids shall be liable for such water rate, if any, as the said Authority may levy on us or them: Declaring further that there is reserved to us and our foresaids the right of access over the subjects hereby disposed for inspection repair maintenance and renewal as required by us in connection with the aforementioned water supply but subject always to payment by us or our foresaids to the Company or their foresaids for all surface damage occasioned by the exercise of such servitude rights of access as the cost of repair shall be determined failing agreement by arbitration as aforesaid: (Six) there are reserved to us the granters hereof and our foresaids servitude rights of passage for traffic of all kinds over the following roads (Primo) the said road at Foyers known as "The Corners" leading from the Dores/Foyers Road as shown coloured red and hatched black on the said Plan Number Two, (Secundo) the said access routes for the Mains Farm Cottage and garage site as shown coloured red and hatched black on said Plan Number Two and (Tertio) the said road at the Foyers Intake as shown coloured red and hatched black on said Plan Number Two: (Seven) there are reserved to us the granters hereof and our foresaids the following servitude rights (Primo) a right for and for inspection, maintenance and renewal of the existing pipes tunnel works and adits between the intake on the River Foyers and the former factory at Foyers and on or under the ground coloured red and hatched black on said Plans Numbers One and Two and the right to discharge therefrom over the adjoining ground and also with a right to lay, inspect, maintain and renew such further pipes, tunnels, lines and cables and others as may be required by the Hydro Board within and under that part of the subjects above disposed between the intake weir on the River Foyers and the former factory at Foyers all as coloured red and hatched black on the said Plans Numbers One and Two: BUT subject always to us and our foresaids being liable for any surface damage occasioned by the exercise of such servitude rights as the cost of repair of such damage shall be determined failing agreement by arbitration as aforesaid: And subject also to us and our foresaids while we and they continue to exercise such servitude rights to the pipes, tunnels and adits freeing and relieving the Company and their foresaids of all third party legal liability in connection with our and their exercise of such right and subject to us and our foresaids when we and they cease to require to use the said pipes, tunnels and adits sealing the same and leaving them in a safe condition: (Secundo) a right to construct, inspect, maintain and renew a tunnel and/or pipe line and associated works between Loch Mhor and Loch Ness over, through or under the ground hereby disposed to the Company and by a route approximately indicated in black on the said Plan Number One insofar as the said tunnel, pipeline and associated works will affect, or pass through or under the subjects hereby disposed: (Tertio) rights to use that portion of the course of the River Foyers as shown coloured red and hatched in black on the said Plan Number One and the course of the said river from the said intake weir to the mouth of the river and including the right to discharge water into and take water from the river; BUT subject always to the declaration that in the exercise of the aforementioned rights we and our foresaids shall permit as far as possible a sufficient flow in the river to permit the

carrying away of sewage effluent as presently discharged by works existing as at the date hereof by us or our foresaids into the river between the weir at the said intake and the river mouth so as to avoid or abate as far as possible any public nuisance: (Quarto) a right to divert and cause to flow into Loch Mhor and the River Foyers the waters of any lochs, rivers or streams within, running through or bounding the ground and subjects hereby disposed, as also the right to use, divert and carry away for any purpose or purposes the waters if the said Loch Mhor and of the River Foyers in its natural flow or as the same may be augmented by the waters from any lochs, rivers or streams which may be diverted so as to flow into the said Loch Mhor and/or the River Foyers and that by means of any works already constructed or of such other works to be constructed as the Hydro Board may deem necessary or expedient; (Eight) there are reserved to us the granters hereof and our foresaids rights to discharge sewage overflow as at present exercised by us and them with a servitude right of access over the ground and subject hereby disposed for inspection, repair, maintenance and renewal of all sewage pipes and others subject always to payment by us or our foresaids to the Company or their foresaids for all surface damage occasioned by the exercise of such servitude rights, as the cost of repair shall be determined failing agreement by arbitration as aforesaid: Declaring that insofar as the provisions of the Rivers (Prevention of Pollution) (Scotland) Act 1965 may affect any of the properties on the subjects hereby disposed the Company will relieve us or our foresaids of all responsibility therefor and will make any necessary application except as regards said present discharge: (Nine) the Company shall be bound as by acceptance hereof they hereby bind themselves and shall take their foresaids similarly bound, not to make any claim whatsoever against us or our foresaids for compensation in respect of the effect of any fluctuation in the water level of Loch Mhor, and any exercise by them or their foresaids of any fishing and boating rights and any erection by them or their foresaids of any boathouses or jetties or the like at Loch Mhorside shall be wholly at the risk of the Company and their foresaids who shall indemnify us and our foresaids against any claims for loss, injury or damage arising therefrom, and in the case of such boathouses and others shall be subject to their obtaining the prior written approval of the Hydro Board, which approval shall not be unreasonably withheld, on such terms as the Hydro Board may stipulate as to the siting thereof; (Ten) the Company shall be bound as by acceptance hereof they hereby bind themselves not to make any claim against us or our foresaids for compensation in respect of the Hydro Board's Constructional Scheme No. 40 (Foyers Project) and shall take their foresaids similarly bound: and (Eleven) we and our foresaids shall be under no obligation to erect fences where none at present exist but without prejudice to the foregoing generality we or our foresaids shall be bound to erect and maintain a fence between the points marked 'X' and 'Y' on the said area of ground marked 'I' on the said Plan Number Two: Declaring that except as otherwise provided all existing fences, dykes, walls, ditches or drains which from the marches between the said subjects (IN THE FIRST PLACE) hereby disposed and the adjacent subjects coloured blue on the said Plan Number One shall be mutual and maintained at the joint expense of the respective proprietors:

Note: Colour copies of the plans annexed to the foregoing deed have not been submitted to the Keeper, therefore the said roads and access routes etc. cannot be determined in relation to the subjects in this Title.

Burden 2

Disposition by Ashdale Land and Property Company Limited to Duncan Cameron and Christina Cameron and their respective assignees and disponees, recorded G.R.S. (Inverness) 23 Jul. 1982, of that area of ground at North Muirich, Gorthleck extending to 0.19 acre or thereby edged red on the Title Plan forming the subjects in this Title, contains the following burdens:

Our said disponees and their foresaids shall pay a share of the cost of maintenance and when necessary renewal of the access route from the subjects in this Title leading to the public road such share being calculated in proportion to the use that is made thereof by us and our successors, our disponees and their foresaids, and any other party having a right to use the same.

Burden 3

Disposition by Duncan Cameron and Christina Cameron to Philip Benjamin Rocker and his executors and assignees, recorded G.R.S. (Inverness) 7 Dec. 1984, of the subjects in this Title, contains the following burdens:

There is reserved in favour of us and our successors a servitude right of access for all necessary purposes over and across the first fifty yards of the access track or roadway commencing from the point where the said access track or roadway has its junction with the main road leading to Foyers.

This is a Copy which reflects the position at the date the Title Sheet was last updated.

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LAND REGISTER
OF SCOTLAND

Officer's ID / Date

3027
16/12/2009

TITLE NUMBER

INV21995



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

140m

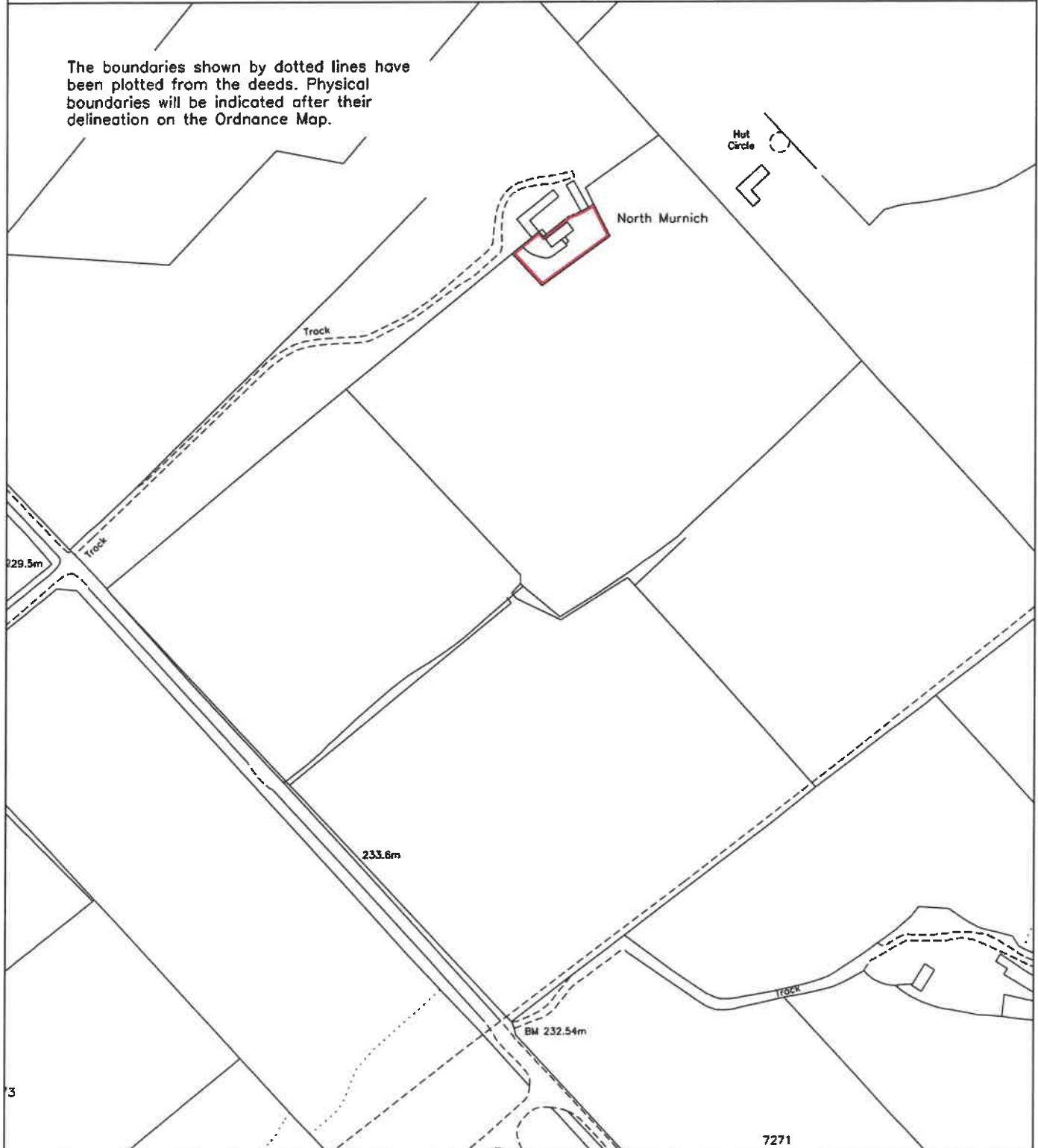
NH5219 NH5220 NH51NW NH52SW

Survey Scale

1/2500

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The boundaries shown by dotted lines have been plotted from the deeds. Physical boundaries will be indicated after their delineation on the Ordnance Map.



DISPOSITION

by

ANTHEA JEAN ROCKER

in favour of

MACGREGOR LAND GROUP LTD

2025

Subjects:- North Muirnich Croft, Gorthleck, Inverness

BBM Solicitors

27 George Street, Edinburgh, EH2 2AF

Tel: 0131 526 3280

Fax: 0131 629 8878

Unit 5B, Wick Business Park, Wick, Caithness, KW1 4QR

Tel: 01955 604188

Fax: 01955 605926

I, ANTHEA JEAN ROCKER, residing formerly at 8 Burehaven Drive, Mudeford, Christchurch, and now at 8 Police Houses, Haltwhistle, Northumberland, NE49 9DH registered proprietor of the subjects hereinafter disposed IN CONSIDERATION of the sum of EIGHT THOUSAND POUNDS (£8,000) STERLING paid to me as the price thereof by MACGREGOR LAND GROUP LTD, a company incorporated under the Companies Acts (Company Number SC813933) and having its registered office at Office 333 8 Church St, Inverness, United Kingdom, IV1 1EA, have sold and do hereby dispose to and in favour of the said MacGregor Land Group Ltd and to its disponees and assignees whomsoever heritably and irredeemably ALL and WHOLE the subjects known as North Muirnich Croft, Gorthleck, Inverness being the subjects registered in the Land Register of Scotland under Title Number INV21995; With entry and vacant possession as at 7th August 2025; And I grant warrandice; And I hereby declare that as at the date of execution of these presents the subjects hereby disposed are neither (a) a matrimonial home in relation to which a spouse of mine has occupancy rights within the meaning of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 nor (b) a family home in relation to which a civil partner of mine has occupancy rights within the meaning of the Civil Partnership Act 2004; IN WITNESS WHEREOF THIS DOCUMENT consisting of this page is SIGNED and WITNESSED as shown below:-

Signature of Witness



Signature of Granter


ANTHEA JEAN ROCKER

Full Name of Witness

TINA HAMMOND

Address of Witness

BURNBRAE NORTH BANK,
HAYDON BRIDGE,
NORTHUMBERLAND,
NE47 6LY.

Place

HALTWHISTLE, NORTHUMBERLAND

Date

02/08/2025

CROFTERS (SCOTLAND) ACTS 1955 AND 1961
CROFTING REFORM (SCOTLAND) ACT 1976
DIRECTION UNDER SECTION 16(9) OF THE 1955 ACT

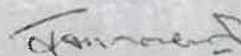
CROFT: North Muirnich and Wester Tomvoit
PARISH: Boleskine
DISTRICT: Inverness
REGION: Highland

WE, the CROFTERS COMMISSION, CONSIDERING that an application has been made to us by Duncan Cameron Owner-Occupier of part of the croft at North Muirnich and Wester Tomvoit in the Parish of Boleskine and District of Inverness in the Highland Region in terms of section 16(9) of the Crofters (Scotland) Act 1955 for a Direction that the said part of the croft at North Muirnich and Wester Tomvoit comprising the house site and garden ground should cease to be part of a croft; FURTHER CONSIDERING that we are satisfied that the extent of the garden ground is appropriate for the reasonable enjoyment of the dwellinghouse as a residence NOW THEREFORE WE DO HEREBY DIRECT that the said part of the said croft extending to seventy-seven decimal or one-thousandth parts of a hectare (0.077 ha) or thereby (as shown delineated in black and coloured red on the plan attached and signed as relative hereto) shall cease to be part of a croft to which the Acts above-mentioned apply.

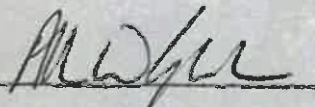
This Direction will take effect one month from the date hereof.

Given under the Seal of the Commission at Inverness this twentieth day of October, Nineteen hundred and eighty-two.





Chairman



Assistant

Secretary

PLAN of HOUSE & GARDEN GROUND AT NORTH

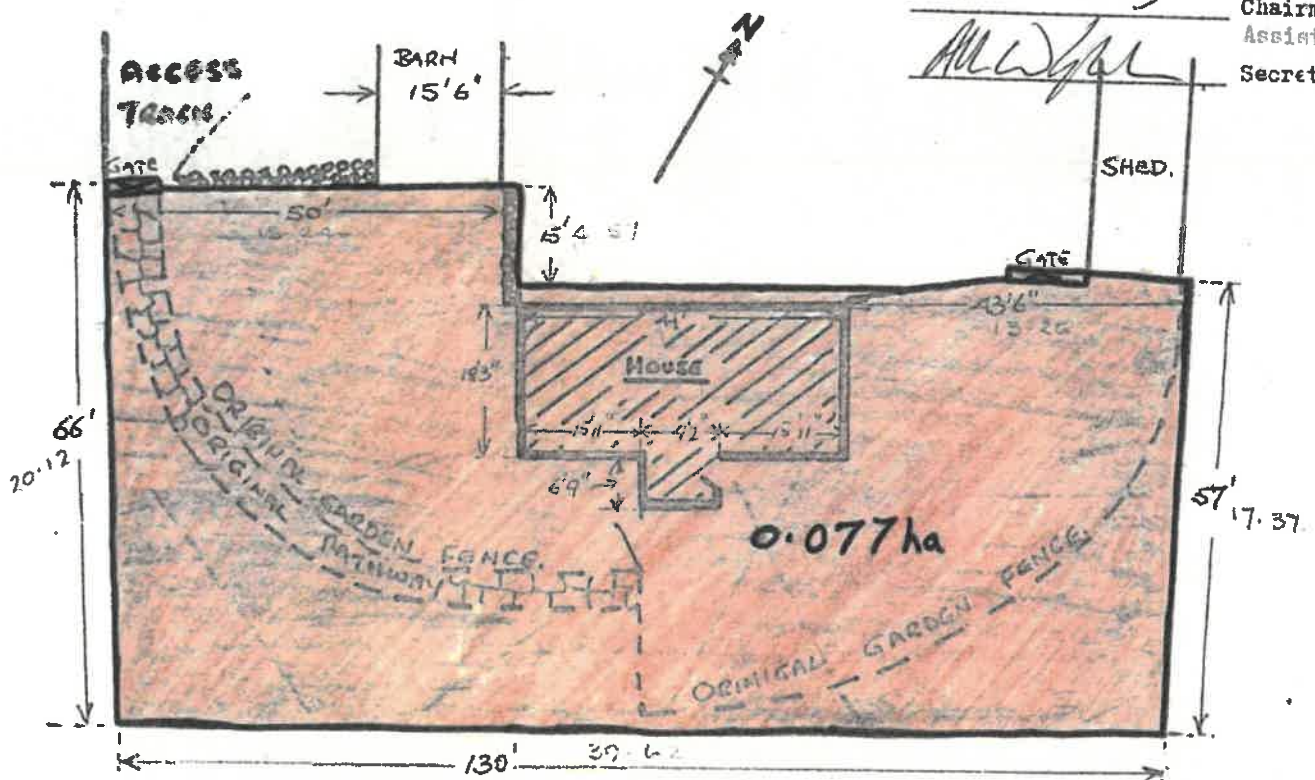
MUIRNICH, GORTHLECK.

INVERNESS 20 October 1982. This is the plan referred to in the Commission's Direction of even date in respect of an area of 0.077 of a hectare of the croft at North Muirnich and Wester Tomvoit, Boleaskine.

Chairman

Chairman
Assistant
Secretary

Secretary








NAME	REPORT DATE	SEARCH REFERENCE	TITLE NO.
BBM Solicitors	31/07/2025	1393493	INV21995
	INSTRUCTIONS RECEIVED	YOUR REFERENCE	
	31/07/2025	MACGR06-17	
SUBJECTS			
NORTH MUIRNICH CROFT, GORTHLECK, INVERNESS (INV21995)			

Legal Report – Registered Land

INV21995

We detail particulars from the Title Sheet and Application Record as at 30/07/2025.
The Title Sheet is currently updated to 08/04/2008.

 REGISTERED PROPRIETOR(S)	DESTINATION	DATE OF REGISTRATION	DATE OF APPLICATION
ANTHEA JEAN ROCKER	None Disclosed	08/04/2008	
 OUTSTANDING SECURITIES	AMOUNT	DATE OF REGISTRATION	DATE OF APPLICATION
NIL			
 OTHER DEEDS		DATE OF REGISTRATION	DATE OF APPLICATION
NIL			
 ADVANCE NOTICES			
NIL			
 INHIBITIONS AND INSOLVENCIES			

Searches of the Register of Insolvencies will reflect cases reported by the Accountant in Bankruptcy at the time of searching.

In line with professional practice we limit our Personal Search to an exact match with details supplied. However, we may disclose certain entries, which may be relevant, although not an exact match.

Register of Insolvencies searches against Limited Companies can be obtained from our Company Search Department at search@millar-bryce.com



SEARCH REFERENCE 1393493

YOUR REFERENCE

MACGR06-17

REPORT DATE

31/07/2025

PRODUCT

Legal Report - Registered Land



PARTIES SEARCHED

SEARCHED
FROM

SEARCHED
TO



ANTHEA JEAN ROCKER

31/07/2020

30/07/2025



MACGREGOR LAND GROUP LTD

31/07/2020

30/07/2025

Searched in:

Register of Inhibitions

Register of Insolvencies



0 ENTRIES FOUND



Millar & Bryce Limited

Tel 0131 556 1313
Fax 0131 557 5960

search@millar-bryce.com
www.millar-bryce.com

Property Enquiry Certificate



Millar & Bryce

BBM Solicitors
Unit 5b Wick Business Park
Wick
KW1 4QR

Date: 04/08/2025
Search Ref: SF1393495
Your Ref: MACGR06-17
Client Name: Macgregor Land Group Ltd

Subjects: North Muirnich Croft, GORTHLECK, IV2 6YP
Council: Highland

Planning Information

1. Local Planning

The subjects are covered by the following Local Plan: Highland-wide Local Development Plan Adopted April 2012

The subjects are covered by Policies 1-78 zoned as Highland Wide Policies

The subjects are covered by Policy 57 zoned as Natural, Built and Cultural Heritage

The subjects are covered by the following Local Plan: Inner Moray Firth Local Development Plan 2024

The subjects are covered by Policies 1-14 zoned as Plan Wide Policies

Please note that retained elements of the previous Local Plan may still apply.

Yes No

2. Do the subjects lie within a Conservation Area/Article 4 Area?

☐ ☒

3. Are the subjects categorised as a Listed Building?

☐ ☒

4. Do the subjects lie within a designated Smoke Control Area?

☐ ☒

Planning Applications

5. Are there any Planning applications in respect of the subjects?

☐ ☒

Building Warrant Applications

6. Are there any Building Warrant applications in respect of the subjects?

☐ ☒

Notices & Orders

7. Does a Notice/Order under the legislation searched affect the subjects?

☐ ☒

Water Information

8. Is there a public water pipe lying ex adverso the subjects?

☒ ☐

Sewer Information

9. Is there a public sewerage pipe lying ex adverso the subjects?

☐ ☒

Road Schemes

10. Are there any Road Scheme proposals that affect the subjects?

☐ ☒

Road Information

11. The status of the carriageways/footways/verges ex adverso the subjects is:

Access off U1217 serving North Muirnich Croft, Gorthleck - Carriageway/Footway - Not Adopted

U1217 Loch Garthside - Trinloist - Gleann Liath, Gorthleck - Carriageway/Footway - Adopted

(see Page 2 for Terms & Conditions)

CONT. /

Millar & Bryce Limited, Floor 4, Ocean Point, 94 Ocean Drive, Edinburgh, EH6 6JH
Tel 0131 556 1313 Fax 0131 557 5960 DX 550301 Edinburgh 24 LP 125 Edinburgh 2
Email pec@millar-bryce.com Web www.millar-bryce.com

Property Enquiry Certificate

BBM Solicitors
Unit 5b Wick Business Park
Wick
KW1 4QR

Date: **04/08/2025**
Search Ref: **SF1393495**
Your Ref: **MACGR06-17**
Client Name: **Macgregor Land Group Ltd**



Millar & Bryce

Subjects: North Muirnich Croft, GORTHLECK, IV2 6YP
Council: Highland

Terms & Conditions

Legislation Searched/Utilised

- Acquisition of Land (Authorisation Procedure) (Scotland) Act 1947 - Section: 1
- Building (Scotland) Acts 1959/1970 - Sections: 10 & 13
- Building (Scotland) Act 2003 - Sections: 24, 25, 26, 27, 28, 29 & 30
- City of Edinburgh District Council Order Confirmation Act 1991 (Where applicable) - Sections: 24 & 31
- Civic Government (Scotland) Act 1982 - Sections: 87, 90, 92, 95, 96
- Clean Air Act 1993 - Section: 18
- Environmental Protection Act 1990 & Part IIA (as amended by the Environment Act 1995) - Sections: 78B, 78E, 78G, 78R & 80
- Local Government (Access to Information) Act 1985 - Section: 2
- Housing (Scotland) Act 1987 - Sections: 88, 89, 90, 91, 108, 114, 115, 116, 156, 157, 160, 161, 162, 166
- Housing (Scotland) Act 2006 - Sections: 1, 3, 5, 30, 31, 32, 33, 35, 36, 37, 38, 40, 42, 146 & 148
- Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 (as amended by the Historic Environment Scotland Act 2014) - Sections: 1A, 3, 4, 34, 42, 43, 49, 50, 61 & 62
- Roads (Scotland) Act 1984 - Sections: 1, 5, 12, 68, 70, 71 & 104
- Sewerage (Scotland) Act 1968 (as amended by the Water Industry (Scotland) Act 2002) - Section: 11
- Town & Country Planning (Control of Advertisements) (Scotland) Regulations 1984 (as amended) - Section 24
- Town and Country Planning (General Permitted Development) (Scotland) Order 1992 (as amended) - Article 4
- Town and Country Planning (Scotland) Act 1997 (as amended by the Planning etc. (Scotland) Act 2006) - Sections: Part II, 33A, 36, 71, 127, 136, 136A, 140, 144A, 145, 147, 168, 179, 186, 189, 190, 194, 202, 203, 205, 206, 207 & 208
- Water (Scotland) Act 1980 (as amended by Local Government etc. (Scotland) Act 1994, and the Water Industry (Scotland) Act 2002) - Section 24A

Certificate Notes

1. Information contained in this Property Enquiry Certificate has been derived from searches of publicly available records.
2. Only Notices/Orders served on the subjects under the above legislation list are disclosed.
3. Only Road Schemes that lie 250m or less from the subjects are disclosed.
4. Only planning applications validated within the past 5 years will be disclosed.
5. Only building warrant applications validated within the past 5 years will be disclosed.
6. Contaminated Land - Unless details are confirmed in section 7 of the PEC above, the answer to each question in para 5.3.6 of the CML Handbook is in the negative.
7. This Property Enquiry Certificate is covered by the Millar & Bryce Comprehensive Warranty, details supplied on request.

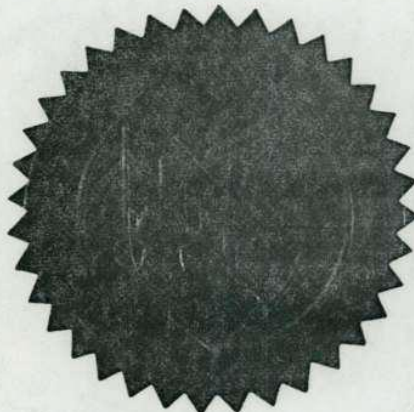
CROFTERS (SCOTLAND) ACTS 1955 AND 1961
CROFTING REFORM (SCOTLAND) ACT 1976
DIRECTION UNDER SECTION 16(9) OF THE 1955 ACT

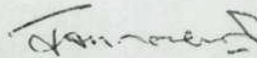
CROFT: North Muirnich and Wester Tomvoit
PARISH: Boleskine
DISTRICT: Inverness
REGION: Highland

WE, the CROFTERS COMMISSION, CONSIDERING that an application has been made to us by Duncan Cameron Owner-Occupier of part of the croft at North Muirnich and Wester Tomvoit in the Parish of Boleskine and District of Inverness in the Highland Region in terms of section 16(9) of the Crofters (Scotland) Act 1955 for a Direction that the said part of the croft at North Muirnich and Wester Tomvoit comprising the house site and garden ground should cease to be part of a croft; FURTHER CONSIDERING that we are satisfied that the extent of the garden ground is appropriate for the reasonable enjoyment of the dwellinghouse as a residence NOW THEREFORE WE DO HEREBY DIRECT that the said part of the said croft extending to seventy-seven decimal or one-thousandth parts of a hectare (0.077 ha) or thereby (as shown delineated in black and coloured red on the plan attached and signed as relative hereto) shall cease to be part of a croft to which the Acts above-mentioned apply.

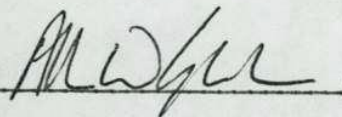
This Direction will take effect one month from the date hereof.

Given under the Seal of the Commission at Inverness this twentieth day of October, Nineteen hundred and eighty-two.





Chairman



Assistant
Secretary

PLAN of HOUSE & GARDEN GROUND AT NORTH

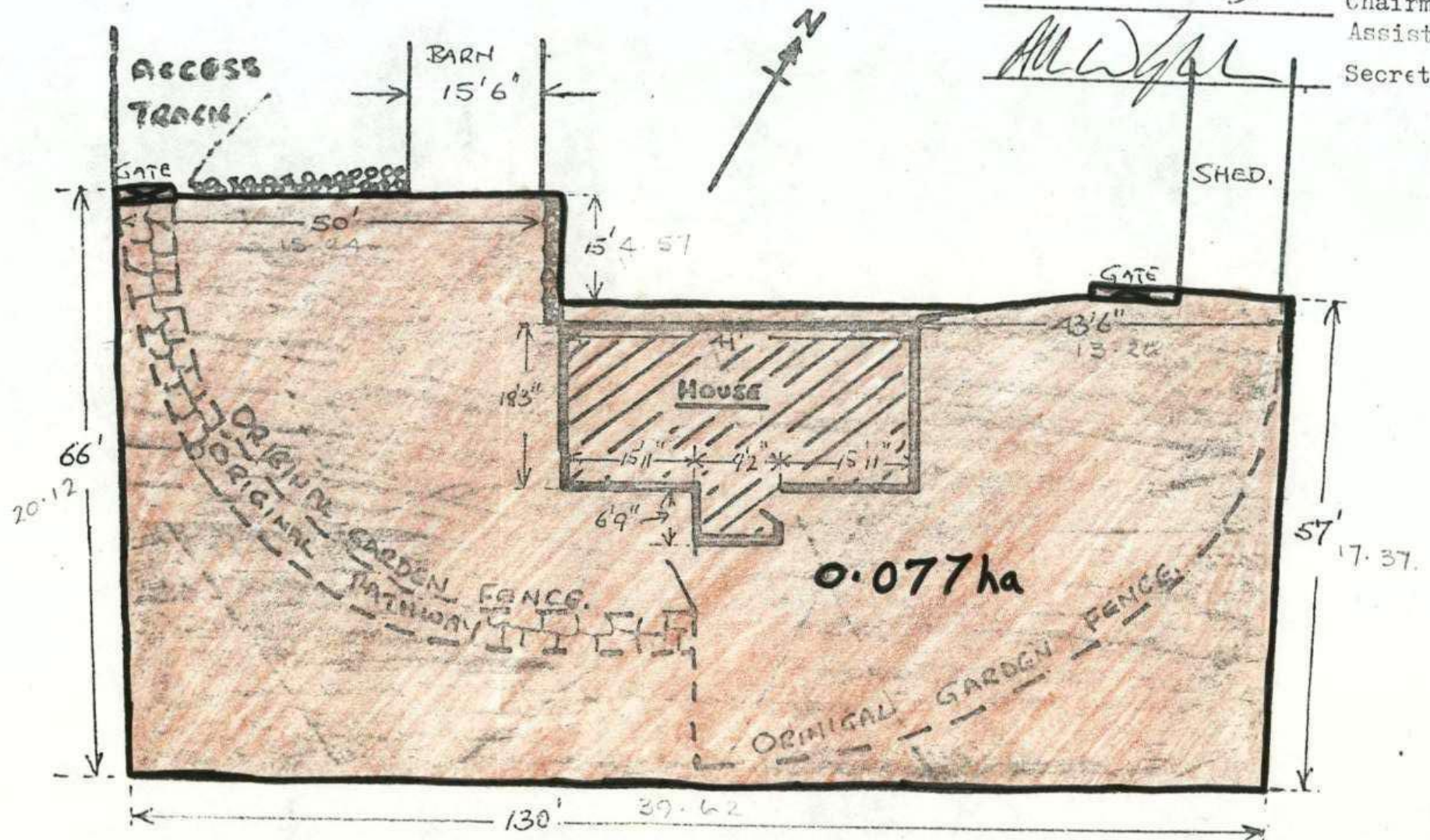
MUIRNICH, GORTHLECK.

INVERNESS 20 October 1982 . This is the plan referred to in the Commission's Direction of even date in respect of an area of 0.077 of a hectare of the croft at North Muirnich and Wester Tomvoit, Boleskine.

Jan [Signature]

Al W [Signature]

Chairman
Assistant
Secretary



These Articles of Roup apply to the Property in Scotland being that plot or area of land known as and forming Plum Cottage, being the subjects registered in the Land Register of Scotland under Title Number INV21995. (hereinafter referred to as "the Lot"); which subjects are exposed for sale by Public Roup by MACGREGOR LAND GROUP LTD, being a company registered under the Companies Acts (Company Number SC913933) and having its Registered Office at Office 333 8 Church St, Inverness, United Kingdom, IV1 1EA (hereinafter called "the Seller") and that within the office of Braveheart Auctions Ltd, 5 South Charlotte Street, Edinburgh EH2 4AN upon the or at such other time or place as the exposure may be adjourned to or unless previously sold privately and that on the following conditions 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 said General Conditions of Sale which are specified in the Auctioneers Catalogue and any document referred to therein shall apply, to the sale of the Lot only in so far as not inconsistent with the terms of these Articles of Roup and 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 and 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 date of entry shall be the Fourteenth day following the date of sale or such other date as may be agreed between the Seller and the Purchaser when the balance of the purchase price shall be paid notwithstanding that a Disposition or Assignment is not available for delivery to the Purchaser in exchange for the purchase price. By accepting payment the Seller will come under obligation to execute and deliver to the Purchaser a valid Disposition or Assignment in their favour containing all usual and necessary clauses including warrandice from the Seller's facts and deeds only.
3. The Special Conditions of Sale applicable to the Property are as follows:
 - (a) 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) 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.
3. The Seller's Solicitors are **McEwan Fraser Legal**.
4. The Auctioneers are **Braveheart Auctions Ltd**.

Solicitors
Firm's Signature



Adhibited by Artur Lasisz, Partner
McEwan Fraser Legal
130 East Claremont Street
Edinburgh
EH7 4LB

Witness



Full Name

Chloe Shaw

Address

130 East Claremont

Street Edinburgh