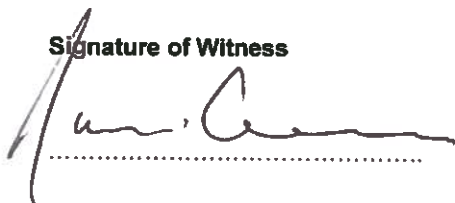


I, CHARLES ALEXANDER HUTCHESON residing at Daviot Lodge, Daviot, Inverness IV2 5ER, registered proprietor of the subjects hereinafter disposed FOR CERTAIN GOOD CAUSES AND CONSIDERATIONS do HEREBY DISPONE to LIFESTYLE LAND GROUP LTD, a company registered under the Companies Acts (Company Number SC787503) and having its registered office at 272 Bath Street, Glasgow G2 4JR, and to its disponees and assignees whomsoever heritably and irredeemably ALL and WHOLE that lot or area of ground known as and forming Daviot Mains Farm, Daviot, Inverness more particularly described in Disposition by me and Margaret MacDonald Hutcheson in favour of me dated 26 July 2024 and currently undergoing registration in the Land Register of Scotland under Title Number INV56577; WITH ENTRY AND ACTUAL OCCUPATION as at Thirty First July Two Thousand and Twenty Four; And I grant warrandice; IN WITNESS WHEREOF THIS DOCUMENT consisting of this page is SIGNED and WITNESSED as shown below:-

Signature of Witness



Full Name of Witness

ROBERT MURRAY MCCABE

Address of Witness

5 ALBANY

TERRACE INVERNESS

Signature of Granter


Charles Alexander Hutcheson

Place

INVERNESS

Date

30 JULY 2024

DISPOSITION

by

CHARLES ALEXANDER HUTCHESON

in favour of

LIFESTYLE LAND GROUP

2024

Subjects:- Daviot Lodge, Daviot, Inverness IV2 5ER

BBM Solicitors

27 George Street, Edinburgh, EH2 2AF
Tel: 0131 526 3280

Unit 5, Wick Business Park, Wick, Caithness, KW1 4QR
Tel: 01955 604188

These Articles of Roup apply to the Property in Scotland being that plot or area of land known as and DAVIOT PLOT 1A, being part and portion of the subjects currently undergoing registration in the Land Register of Scotland under Title Number INV56577 . (hereinafter referred to as "the Lot"); which subjects are exposed for sale by Public Roup by LIFESTYLE LAND GROUP LTD, being a company registered under the Companies Acts (Company Number SC787503) and having its Registered Office at Office 272 Bath Street, Glasgow G2 4JR (hereinafter called "the Seller") and that within the office of Bravehart 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:

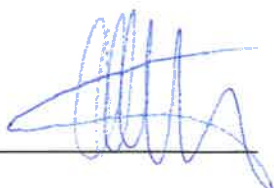
- (a) On or prior to the Date of Entry, in addition to the Price, the Purchaser will also have an obligation to pay the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500) STERLING and any Value Added Tax payable thereon as a contribution towards the Seller's selling costs and legal fees. No breakdown of 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

C. Shaw

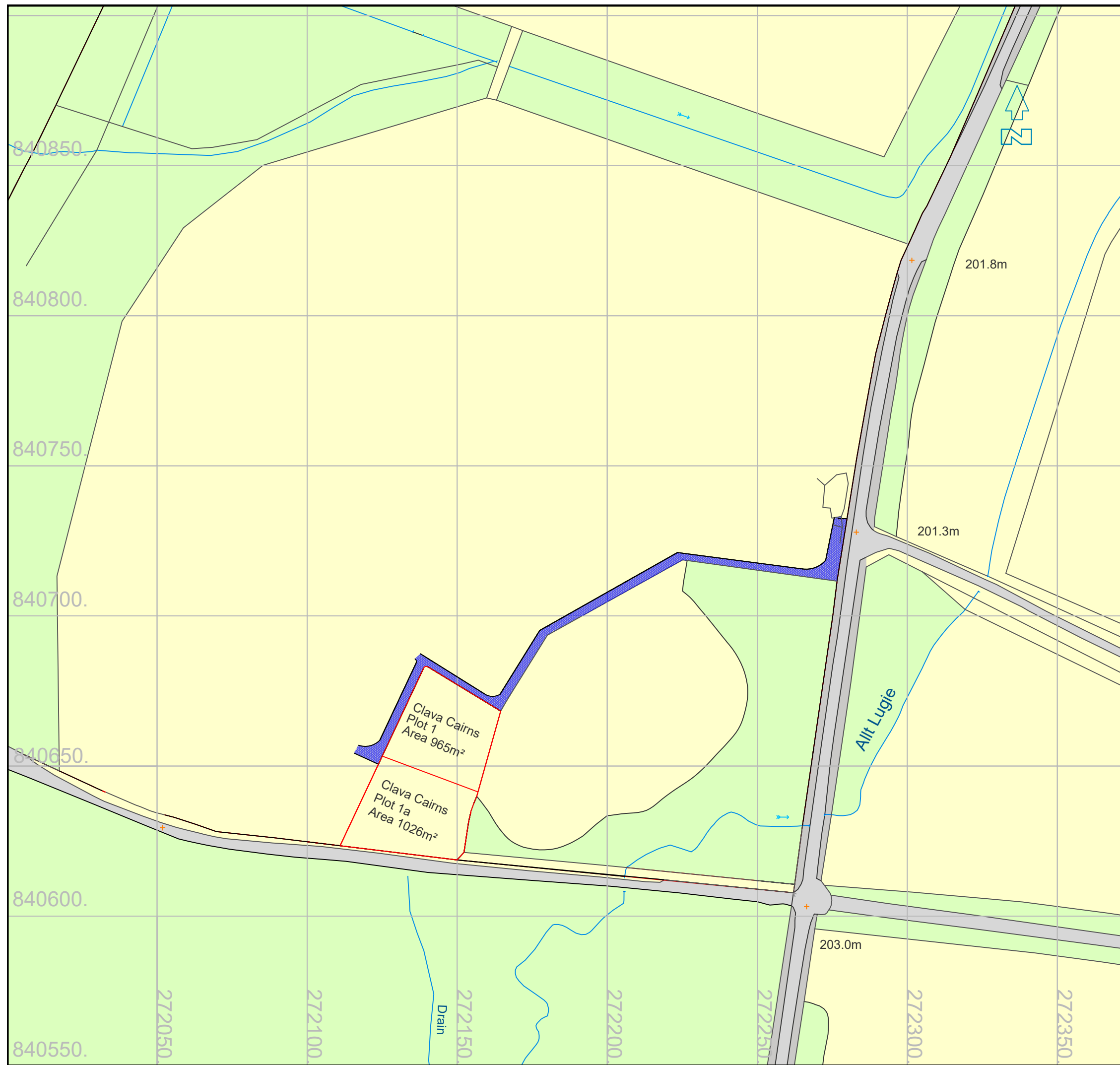
Full Name

Chloe Shaw

Address

130 East Claremont Street.

Edinburgh EH7 4LB.



This is the plan referred to in the foregoing

10050

Scale 1:1250 @ A3

Plan Prepared by



MACKENZIE
SURVEYS LTD.

All coordinates to OS grid (OSGB36). ** All levels to OS datum

Clava Cairns Plot 1 and 1a,
Daviot, Inverness

Client: Braveheart Auctions	Drawing No: 101811
Scale: 1:1250 (A3)	Drawn: LM
Date: 3rd September 2025	Revision: A
ACAD File No: 101811.DWG	Level Datum Used: Ordnance (GPS)

We, **CHARLES ALEXANDER HUTCHESON and MRS MARGARET MACDONALD HUTCHESON**, spouses, residing together at Daviot Lodge, Daviot, Inverness, IV2 5ER for certain good causes and considerations DO HEREBY DISPONE to and in favour of the said **CHARLES ALEXANDER HUTCHESON** and to his executors and assignees whomsoever heritably and irredeemably ALL and WHOLE that lot or area of ground known as and forming Daviot Mains Farm, Daviot, Inverness being the whole subjects described in, disposed by and shown coloured pink on the plan thereof annexed and signed as relative to Disposition by MacGregor Farm and Forestry Limited in favour of Charles Alexander Hutcheson dated 25 November and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on 22 December both months of 1999 under exception of (First) the whole subjects registered in the Land Register of Scotland under title number INV36126 and (Second) that lot or area of ground extending to 2.14 hectares or thereby comprising the dwellinghouse house known as Daviot Lodge, Daviot, Inverness IV2 5ER being the whole subjects shown coloured pink on the plan thereof annexed and signed as relative hereto and which form part and portion of ALL and WHOLE that lot or area of ground known as and forming Daviot Mains Farm, Daviot, Inverness being the whole subjects described in, disposed by and shown coloured pink on the plan thereof annexed and signed as relative to said Disposition by MacGregor Farm and Forestry Limited in favour of Charles Alexander Hutcheson dated and recorded as aforesaid; TOGETHER WITH by way of conveyance and not exception (One) the whole buildings and erections therein and thereon; (Two) the whole fittings and fixtures therein and thereon; (Three) the whole parts, privileges and pertinents thereof; (Four) our whole right, title and interest present and future therein and thereto; TOGETHER ALSO WITH the right to (Primo) the real burdens set out in Part 2 of the Schedule annexed and subscribed as relative hereto (which schedule is hereinafter referred to as the "Schedule" and is hereby incorporated into and deemed to form part of this Disposition); and (Secundo) the servitude rights set out in Part 3 of the Schedule; BUT ALWAYS WITH AND UNDER (One) the real burdens set out in Part 4 of the Schedule; and (Two) the servitudes set out in Part 5 of the Schedule; With Entry as at the last date hereof;

And we grant warrandice from our facts and deeds only: IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the Plan and Schedule both annexed and signed as relative hereto are subscribed by the within named Charles Alexander Hutcheson and Mrs Margaret MacDonald Hutcheson as follows:-



Signature of witness

ROBERT MURRAY MCCREERY

Print full name of witness

5 ALDNON TERRACE

INVERNESS

103 5ND

Address of Witness

CA HUTCHESON

CAH

26 JULY 2024

Date of signing

INVERNESS

Place of signing



Signature of witness

ROBERT MURRAY MCCREERY

Print full name of witness

5 ALDNON TERRACE

INVERNESS

103 5ND

Address of Witness

MARGARET M. HUTCHESON

MMH

26 JULY 2024

Date of signing

INVERNESS

Place of signing

This is the Schedule referred to in the foregoing Disposition by Charles Alexander Hutcheson and Mrs Margaret MacDonald Hutcheson in favour of Charles Alexander Hutcheson.

SCHEDULE

Part 1

Interpretation

In this Schedule the following words and terms shall have the meaning ascribed to them:

"Retained Property"

means ALL and WHOLE that lot or area of ground known as and forming Daviot Mains Farm, Daviot, Inverness being the whole subjects described in, disposed by and shown coloured pink on the plan thereof annexed and signed as relative to Disposition by MacGregor Farm and Forestry limited in favour of Charles Alexander Hutcheson dated 25 November and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on 22 December both months of 1999 under exception of (First) the whole subjects registered in the Land Register of Scotland under title number INV36126, and (Second); the Disposed Property as hereinafter defined;

"Disposed Property"

means ALL and WHOLE the subjects disposed in the foregoing Disposition being ALL and WHOLE that lot or area of ground known as and forming Daviot Mains Farm, Daviot, Inverness being the whole subjects described in, disposed by and shown coloured pink on the plan thereof annexed and signed as relative to Disposition by MacGregor Farm and Forestry Limited in favour of Charles Alexander Hutcheson dated 25 November and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on 22 December both months of 1999 under exception of (First) the whole subjects registered in the Land Register of Scotland under title number INV36126 and (Second) that

lot or area of ground extending to 2.14 hectares or thereby comprising the dwellinghouse known as Daviot Lodge, Daviot, Inverness IV2 5ER being the whole subjects shown coloured pink on the plan thereof annexed and signed as relative hereto and which form part and portion of ALL and WHOLE that lot or area of ground known as and forming Daviot Mains Farm, Daviot, Inverness being the whole subjects described in, disposed by and shown coloured pink on the plan thereof annexed and signed as relative to said Disposition by MacGregor Farm and Forestry Limited in favour of Charles Alexander Hutcheson dated and recorded as aforesaid;

"Disponer"

means Charles Alexander Hutcheson and Mrs Margaret MacDonald Hutcheson, spouses, residing together at Daviot Lodge, Daviot, Inverness, IV2 5ER and their successors as owners of the Retained Property;

"Disponee"

means Charles Alexander Hutcheson, residing at Daviot Lodge, Daviot, Inverness, IV2 5ER and his executors and successors as owner of the Disposed Property;

"Plan"

means the Plan annexed and signed as relative hereto;

"Service Media"

means any pipes, drains or cables connecting the Disposed Property to the mains or private supplies of water, gas and electricity and the mains or private sewerage and telecommunications networks in so far as any of said apparatus is located in the Disposed Property;

"Retained Property Access Road"

means ALL and WHOLE the access road shown coloured brown on the Plan annexed and signed as relative to the foregoing Disposition forming part and portion of the Disposed Property.

Part 2

Real Burdens affecting the Retained Property

The following Real Burdens are imposed on the Retained Property in favour of the Disposed Property:-

- (1) The Disponer shall make good all damage caused in the exercise of the servitude rights set out in Part 5 hereof.
- (2) The Disponer shall be obliged to contribute a share of the repair and maintenance costs of the Disposed Property Access Road in direct proportion to the use the Disponer makes of it.

Part 3

Servitudes affecting the Retained Property

The following Servitudes are imposed on the Retained Property in favour of the Disposed Property:-

- (1) a heritable and irredeemable servitude right over, under or through the Retained Property (in so far as may not already be installed) to install, and thereafter use, inspect, maintain, repair, renew, replace and upgrade as often as may be required the Service Media, together with a right of access over the Retained Property for such purposes, subject to making good any damage occasioned to the Retained Property in the exercise of such right.
- (2) a heritable and irredeemable servitude right of access over and across the Retained Property for the purposes of inspection, maintenance, repair and if necessary, renewal of boundary fences or walls, subject to making good any damage occasioned to the Retained Property in the exercise of such right.

Part 4

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 shall make good all damage caused to the Retained Property in the exercise of the servitude rights set out in Part 3 hereof.
- (2) As regards the rights granted by Part 5 hereof the Disponee shall be obliged to contribute a share of the repair and maintenance costs of the Retained Property Access Road in direct proportion to the use the Disponee makes of it.

Part 5

Servitudes affecting the Disposed Property

The following servitudes are imposed on the Disposed Property in favour of the Retained Property, namely:-

- (1) A heritable and irredeemable servitude right for all existing Service Media serving the Retained Property and passing over, under or through the Disposed Property together with a right of access over the Disposed Property to inspect, maintain, repair, replace and renew the same subject to making good all damage done to the Disposed Property and all buildings or other erections now or in the future built thereon.
- (2) A heritable and irredeemable non-exclusive servitude right for pedestrian and vehicular traffic (including heavy vehicles and construction vehicles) over the Retained Property Access Road for access to and egress from the Retained Property, together with a right to inspect, maintain, repair, and as often as required replace the access road with similar materials as originally constructed as at the date of the granting of these presents, and a right of access over the Disposed Property for such ancillary purposes, subject to making good any damage occasioned to the Disposed Property in the exercise of such rights.

BA Hutcherson
Margaret M. Hutcherson

This is the Plan referred to in the foregoing Disposition by Charles Alexander Hutcheson and Mrs Margaret MacDonald Hutcheson in favour of Charles Alexander Hutcheson.

Track

The Lodge

FB

Chas Hutcheson
Margaret M. Hutcheson



**HIGHLANDS AND ISLANDS
LAND SERVICES LTD**

The Pagoda
12 Seafield Road
Longman Industrial Estate
Inverness
duncan@hils.ltd 07375638611

**Daviot Lodge
Daviot
Inverness
IV2 5ER**

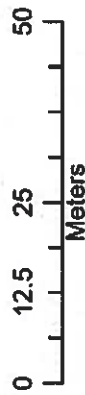
Legend

- Title
- Access
- Undefined on OS Map

All boundaries aligned to OS features except where shown as 'undefined'. Dimensions in metres and or 'thereby'.

Map Center: 272454E 841249N m

Scale: 1:1,000



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Map created by Caroline Matheson
on 09/05/2024

This plan should be printed at A3