



Submission Successful

Submission reference
KCVW-STN9-TQFS-FSP3

Land register matter reference: *N/A*
Sasine matter reference: **24/1573 - Douglas**
Submission date: **31 Mar 2025**

Next steps

You will also receive your application email updates as your application progresses.

If you have any queries contact customerservices@ros.gov.uk and quote your digital submission reference **KCVW-STN9-TQFS-FSP3**.

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Version: 2.1.509



Summary of application

25INV02552

Title number	INV57850
Date of application	01/04/2025
Subjects	PLOT 1, ACNABOBANE, SPEAN BRIDGE
Application type	First Registration

Summary of deeds

Deed	Parties	Creditor
Disposition	LORNA YVONNE KISSELL SEY OR MACGREGOR ifo LOUISE DOUGLAS	

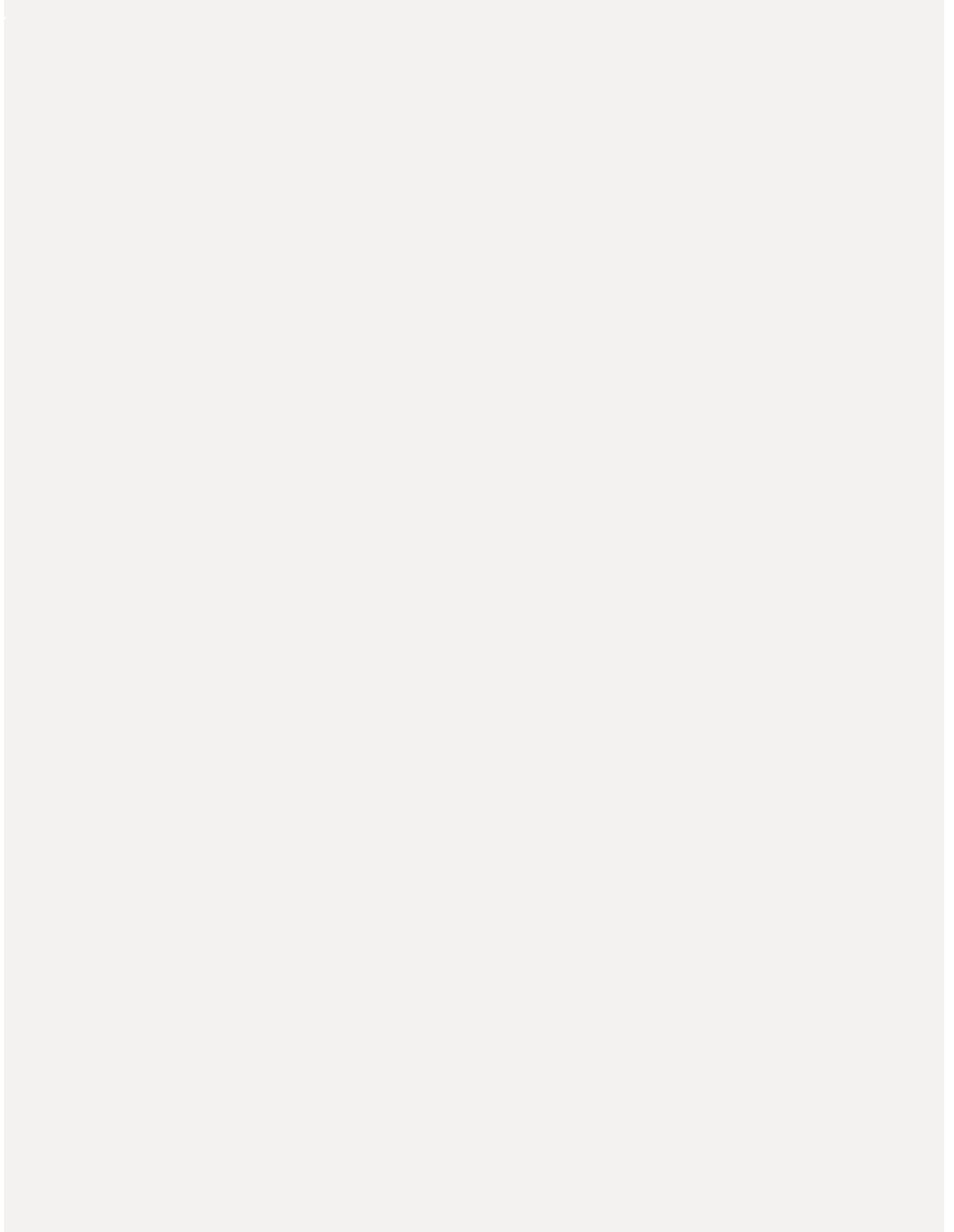
Summary of notifications

Date of notification	Notification type	Documents
02/04/2025	Acknowledgement	

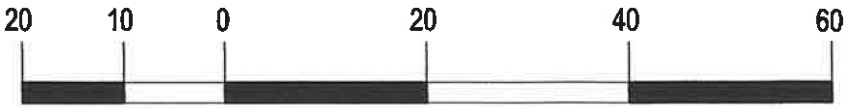
Note: The Date of Application is the date the application was entered on the application record. It will become the date of registration if accepted onto the Land Register.

[Further guidance on notifications \(https://kb.ros.gov.uk/land-and-property-registration/pre-registration/notifications\)](https://kb.ros.gov.uk/land-and-property-registration/pre-registration/notifications)

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This is the plan referred to in the foregoing



Scale 1:500 @ A3

Title:	Orchards
Job Number:	1013
Drawing Number:	101301
Date:	1st July 2024
Client:	Lifestyle Land



**This is the SCHEDULE referred to in the foregoing Disposition by Lorna Yvonne
Kissell Sey Or Macgregor in favour of Louise Douglas**

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 LORNA YVONNE KISSELL SEY or MACGREGOR, residing at Taigh Breagh, Achnabobane, Spean Bridge, Inverness-shire, PH34 4EX and their successors as owners of the retained property and any part or parts subsequently disposed or conveyed;

"the Disponee" means the said Louise Douglas 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 pedestrian and vehicular access (including construction traffic where required) over the Access Route to the Subjects.

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. 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, including but not limited to any actions to improve or develop the Access Route in any way without the appropriate consents.
5. 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.
6. 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.

7. It shall not be in the power of the Disponee (or any party who has power of sale of the Subjects) to dispoise 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 dispoise of the Subjects.
8. 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.
9. An obligation to erect fencing at the boundaries of the Subjects (except from that boundary which meets with the Access Route) 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 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.



John H. Mulgrew

REGISTERS OF SCOTLAND.
GENERAL REGISTER OF SASINES.
COUNTY OF INVERNESS.

JH Book 1835 Folio 204

Presented and Recorded on 28th July 1835



F150
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L

I, THE HONOURABLE ALAN JOHN FRANCIS MACKAY, (otherwise the Honourable Alan James Francis MacKay), residing at Enterkine, Annbank, by Ayr, heritable proprietor of the subjects hereinafter disposed IN CONSIDERATION of the price of THIRTY THOUSAND POUNDS (£30,000) STERLING paid to me by ALEXANDER ANGUS MacGREGOR and MRS MARY LORNA YVONNE KISSELL SEY or MacGREGOR, Spouses, residing together at "Woodside", Leachkin, Inverness of which sum I hereby acknowledge the receipt and Discharge them HAVE SOLD and DO HEREBY DISPONE to and in favour of the said Alexander Angus MacGregor and Mrs Mary Lorna Yvonne Kissel Sey or MacGregor equally between them and to the survivor of them and to the executors and assignees whomsoever of such survivor heritably and irredeemably ALL and WHOLE (First) the agricultural holding of Achnabobane, Spean Bridge in the County of Inverness, lying to the North-west of and contiguous with the A82 public road leading from Spean Bridge to Fort William, extending to 20.95 hectares or thereby and comprising inter alia the subjects shown outlined in blue on the plan thereof annexed and subscribed as relative hereto and (Second) that area of rough grazing ground in the said County lying generally to the South-east of and contiguous with said public road, bounded on the South-east by the railway, extending to 7.68 hectares or thereby and comprising inter alia the subjects shown outlined in blue on said plan: WHICH WHOLE SUBJECTS HEREINBEFORE DISPONED are disposed TOGETHER WITH (One) the whole buildings, fences and other erections thereon insofar as the same may belong to me and the whole landlords fixtures, fittings and equipment (if any) therein and thereon (Two) the parts, privileges and pertinents effeiring thereto (Three) the fittings and fixtures therein and thereon (Four) the whole mines, minerals, metals and others



IN 1835^r

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therein or thereunder insofar as the same belong to me and are not vested in the National Coal Board and (Five) my whole right, title and interest, present and future therein and thereto: WHICH WHOLE SUBJECTS hereinbefore disposed form portion of the subjects known or sometime known as The Great Glen Cattle Ranch being those particularly described in, disposed by and shown delineated in red and coloured pink on the plan Number 1 annexed and subscribed as relative to the Disposition granted in my favour by The Ben Nevis Distillery (Fort William), Limited and the Ben Nevis Warehouse (Fort William) Limited (wherein I am erroneously designed as "Alan James Francis Mackay"), dated Eleventh January and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on Twelfth February both dates in Nineteen hundred and Sixty-three: But always with and under the burdens, conditions and others so far as still valid subsisting and applicable thereto more particularly specified and contained in (First) Discharge Renunciation and Waiver by The Ben Nevis Distillery (Fort William) Ltd., and Joseph William Hobbs in favour of The Trustees Corporation Limited and The North British Aluminium Company Limited dated 5th June and recorded in the said Division of the General Register of Sasines as also in the Books of Council and Session of Sixteenth July both in the year Nineteen hundred and Fifty-three (Second) Discharge Renunciation and Waiver by me in favour of The Trustees Corporation Limited and The British Aluminium Company Limited dated First and recorded in the said Division of the General Register of Sasines as also in the Books of Council and Session on Eleventh both days of November Nineteen hundred and Sixty-three and (Third) said Disposition by The Ben Nevis Distillery (Fort Willaim) Limited

IN 1835

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PAGE THIRD

and The Ben Nevis Warehouse (Port William) Limited in my favour dated and recorded as aforesaid: WITH ENTRY as at Twenty-eighth May Nineteen hundred and Eighty-three: And I grant warrandice and I certify that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty Thousand pounds: IN

WITNESS WHEREOF these presents typewritten on this and the two preceding pages together with the plan annexed are subscribed for and on behalf of the within named the Honourable Alan John Francis MacKay at Newton Stewart on Tenth May Nineteen hundred and Eighty-three by Ian Milne Brodie, Accountant residing at Enterkine, Annbank by Ayr in his capacity as Attorney for the said Alan John Francis MacKay conform to Power of Attorney granted by him in favour of the said Ian Milne Brodie dated Eighteenth and registered in the Books of Council and Session on Twenty-sixth both days of May Nineteen hundred and Eighty-two.

Ian Milne Brodie
 Witness

*Ian Milne Brodie as Attorney for
 The Honourable Alan John
 Francis MacKay*

Agnes MacKay
 Witness

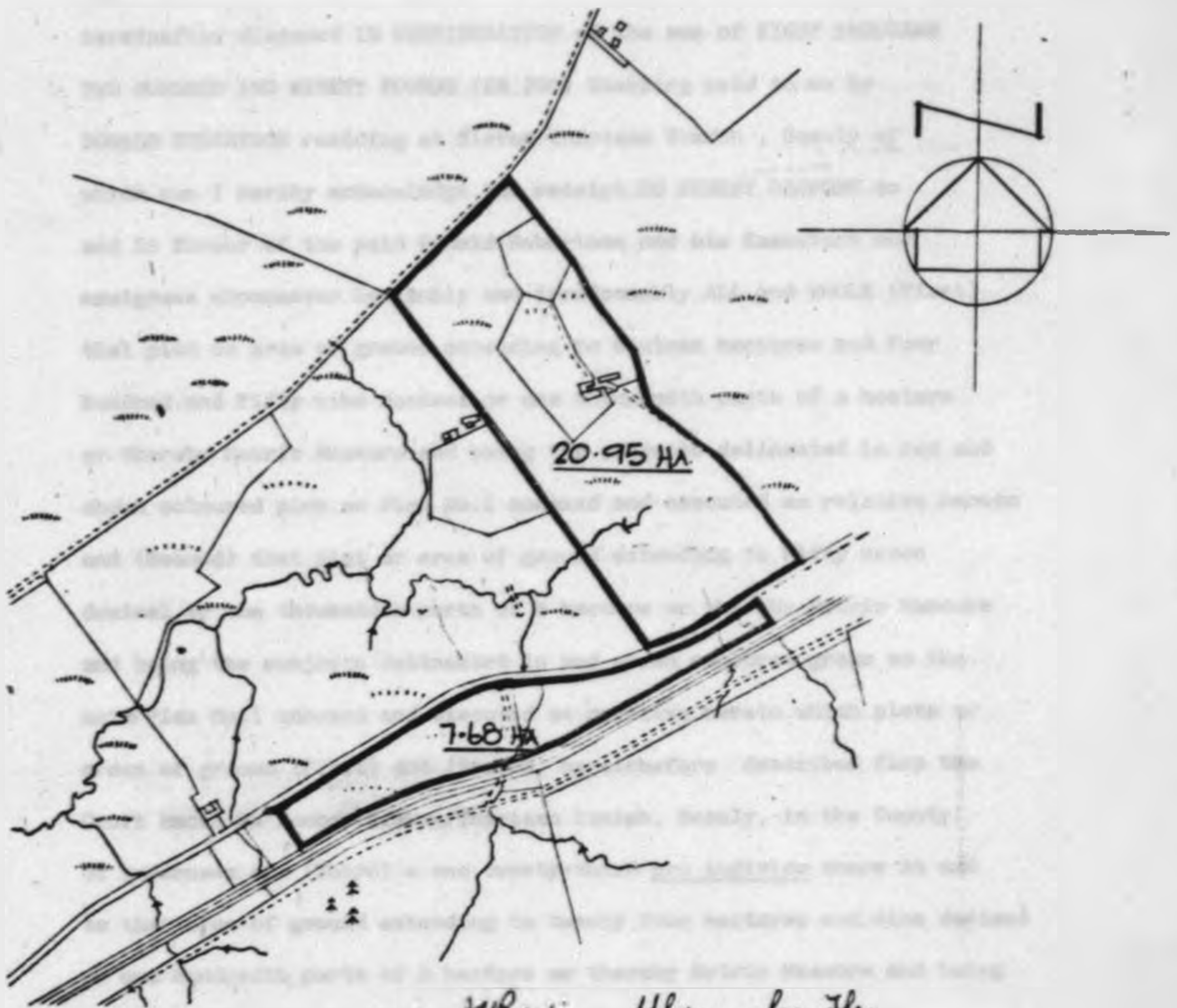
REGISTER on behalf of the within named ALEXANDER ANGUS MacGREGOR and MRS MARY LORNA YVONNE KISSEL SEY or MacGREGOR in the REGISTER of the COUNTY of INVERNESS.

MacLeod & MacLain
 Solicitors, Inverness, Agents.

IN 1835

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PLAN REFERRED TO



15 *H. B. B. as Attorney for the
Honourable Man John Francis
Machay*

SCALE 1:10,000

APRIL 1983

IN 1835

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:	LORNA YVONNE KISSELL SEY or MACGREGOR, residing at Taigh Breagh, Achnabobane, Spean Bridge, Inverness-shire, PH34 4EX
CONSIDERATION:	The sum of TEN THOUSAND POUNDS (£10,000) Sterling paid to us by of which sum the Disponer hereby acknowledges receipt and discharges the disponee.
DISPONEE:	LOUISE DOUGLAS, residing at 62 Camdean Crescent, Rosyth, KY11 2TH
SUBJECTS:	ALL and WHOLE that plot or area of land extending to 226 square meters or thereby shown outlined in red and labelled "Plot 1" on the Plan which subjects form PART and PORTION of the subjects more particularly described in and disposed by Disposition granted by The Honourable Alan John Francis MacKay (otherwise the Honourable Alan James Francis MacKay) in favour of Alexander Angus MacGregor and Mrs Mary Lorna Yvonne Kissell Sey or MacGregor dated 10th May and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on 20th July, both months in 1983
RETAINED PROPERTY	ALL and WHOLE the subjects more particularly described in and disposed by Disposition granted by The Honourable Alan John Francis MacKay (otherwise the Honourable Alan James Francis MacKay) in favour of Alexander Angus MacGregor and Mrs Mary Lorna Yvonne Kissell Sey or MacGregor dated 10th May and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on 20th July, both months in 1983 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.
DATE OF ENTRY	2025

The Disponer hereby dispones to the Disponee ALL and WHOLE the SUBJECTS; TOGETHER WITH (ONE) the fittings and fixtures therein and thereon; (TWO) the parts, privileges and pertinents effeiring thereto; (THREE) the whole mines, minerals, metals and others therein or thereunder insofar as the same belong to the Disponer; (FOUR) the servitude right contained in Part 1 of the Schedule; and (FIVE) 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) Discharge Renunciation and Waiver by The Ben Nevis Distillery (Fort William) Ltd. and Joseph William Hobbs in favour of The Trustees Corporation Limited and The North British Aluminium Company Limited dated 5th June and recorded in the said Division of the General Register of Sasines as also in the Books of Council and Session on 16th July both in the year 1953 (SECOND) Discharge Renunciation and Waiver by The Honourable Alan John Francis MacKay in favour of The Trustees Corporation Limited and The North British Aluminium Company Limited dated 1st and recorded in the said Division of the General Register of Sasines as also in the Books of Council and Session on 11th both days of November 1963; (THIRD) Disposition by The Ben Nevis Distillery (Fort William) Ltd. and the Ben Nevis Warehouse (Fort William) Limited in favour of The Honourable Alan John Francis MacKay (wherein the said The Honourable Alan John Francis MacKay is erroneously designed as "Alan James Francis Mackay") dated 11th January and recorded in the said Division of the General Register of Sasines on 12th February both dates in 1963; (FOURTH) Part 2 of the Schedule; and (FIFTH) 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 and Plan are executed as follows:

Signature of Witness

[Handwritten Signature]

Lorna Yvonne Kissell Sey or Macgregor
Lorna Yvonne Kissell Sey or Macgregor

Full Name of Witness

DAVID WAUS

Address of Witness

*126 BRUCEARD AVE
DUNFERMLINE
KY11 4SX*

Place *Spean Bridge*
Date *13-1-2025*

**This is the SCHEDULE referred to in the foregoing Disposition by Lorna Yvonne
Kissell Sey Or Macgregor in favour of Louise Douglas**

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 LORNA YVONNE KISSELL SEY or MACGREGOR, residing at Taigh Breagh, Achnabobane, Spean Bridge, Inverness-shire, PH34 4EX and their successors as owners of the retained property and any part or parts subsequently disposed or conveyed;

"the Disponee" means the said Louise Douglas 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 pedestrian and vehicular access (including construction traffic where required) over the Access Route to the Subjects.

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. 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, including but not limited to any actions to improve or develop the Access Route in any way without the appropriate consents.
5. 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.
6. 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.

7. It shall not be in the power of the Disponee (or any party who has power of sale of the Subjects) to dispoise 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, dispoise 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 dispoise of the Subjects.
8. It shall not be in the power of the Disponee (or any party who has power of sale of the Subjects) to sell, dispoise or otherwise alienate the Subjects in parts.
9. An obligation to erect fencing at the boundaries of the Subjects (except from that boundary which meets with the Access Route) 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.

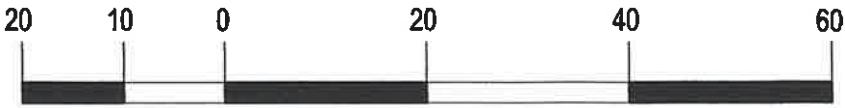
Part 3: Disputes

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.



John H. Mulgrew

This is the plan referred to in the foregoing



Scale 1:500 @ A3

Title:	Orchards
Job Number:	1013
Drawing Number:	101301
Date:	1st July 2024
Client:	Lifestyle Land



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:	LORNA YVONNE KISSELL SEY or MACGREGOR, residing at Taigh Breagh, Achnabobane, Spean Bridge, Inverness-shire, PH34 4EX
CONSIDERATION:	The sum of TEN THOUSAND POUNDS (£10,000) Sterling paid to us by of which sum the Disponer hereby acknowledges receipt and discharges the disponee.
DISPONEE:	LOUISE DOUGLAS, residing at 62 Camdean Cresent, Rosyth, KY11 2TH
SUBJECTS:	ALL and WHOLE that plot or area of land extending to 226 square meters or thereby shown outlined in red and labelled "Plot 1" on the Plan which subjects form PART and PORTION of the subjects more particularly described in and disponed by Disposition granted by The Honourable Alan John Francis MacKay (otherwise the Honourable Alan James Francis MacKay) in favour of Alexander Angus MacGregor and Mrs Mary Lorna Yvonne Kissell Sey or MacGregor dated 10th May and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on 20th July, both months in 1983
RETAINED PROPERTY	ALL and WHOLE the subjects more particularly described in and disponed by Disposition granted by The Honourable Alan John Francis MacKay (otherwise the Honourable Alan James Francis MacKay) in favour of Alexander Angus MacGregor and Mrs Mary Lorna Yvonne Kissell Sey or MacGregor dated 10th May and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on 20th July, both months in 1983and 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.
DATE OF ENTRY	2025

The Disponer hereby disposes to the Disponee ALL and WHOLE the SUBJECTS; TOGETHER WITH (ONE) the fittings and fixtures therein and thereon; (TWO) the parts, privileges and pertinents effeiring thereto; (THREE) the whole mines, minerals, metals and others therein or thereunder insofar as the same belong to the Disponer; (FOUR) the servitude right contained in Part 1 of the Schedule; and (FIVE) 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) Discharge Renunciation and Waiver by The Ben Nevis Distillery (Fort William) Ltd. and Joseph William Hobbs in favour of The Trustees Corporation Limited and The North British Aluminium Company Limited dated 5th June and recorded in the said Division of the General Register of Sasines as also in the Books of Council and Session on 16th July both in the year 1953 (SECOND) Discharge Renunciation and Waiver by The Honourable Alan John Francis MacKay in favour of The Trustees Corporation Limited and The North British Aluminium Company Limited dated 1st and recorded in the said Division of the General Register of Sasines as also in the Books of Council and Session on 11th both days of November 1963; (THIRD) Disposition by The Ben Nevis Distillery (Fort William) Ltd. and the Ben Nevis Warehouse (Fort William) Limited in favour of The Honourable Alan John Francis MacKay (wherein the said The Honourable Alan John Francis MacKay is erroneously designed as "Alan James Francis Mackay") dated 11th January and recorded in the said Division of the General Register of Sasines on 12th February both dates in 1963; (FOURTH) Part 2 of the Schedule; and (FIFTH) 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 and Plan are executed as follows:

Signature of Witness

[Handwritten signature]

Lorna Yvonne Kissell Sey or Macgregor

Lorna Yvonne Kissell Sey or Macgregor

Full Name of Witness

DANIEL WAUS

Address of Witness

*126 BOWLEARD AVE
DUNFERMLINE
KY11 4SX*

Place

Spean Bridge

Date

13-1-2025



**This is the SCHEDULE referred to in the foregoing Disposition by Lorna Yvonne
Kissell Sey Or Macgregor in favour of Louise Douglas**

SCHEDULE

Interpretation

In this schedule -

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“the Disponee” means the said Louise Douglas 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:-

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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. 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, including but not limited to any actions to improve or develop the Access Route in any way without the appropriate consents.
5. 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.
6. 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.

7. 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 Disposer, 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 Disposer (so long as the Disposer 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 Disposer 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.
8. 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.
9. An obligation to erect fencing at the boundaries of the Subjects (except from that boundary which meets with the Access Route) at the Donee'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 Donee shall be responsible for maintaining, repairing and where necessary renewing the said fencing.

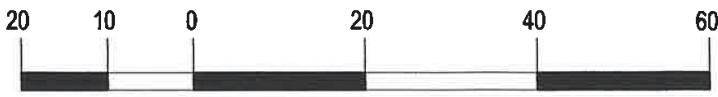
Part 3: Disputes

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.

John H. Muir



This is the plan referred to in the foregoing



Scale 1:500 @ A3

Title:	Orchards
Job Number:	1013
Drawing Number:	101301
Date:	1st July 2024
Client:	Lifestyle Land



ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE...

The subjects known as "Orchard" being the whole subjects more particularly described in and disposed by disposition by Lorna Yvonne Kissell Sey or MacGregor in favour of Louise Douglas dated 13 January 2025 and undergoing registration in the Land Register of Scotland (hereinafter referred to as "the Lot");

which subjects are exposed for sale by public Roup by.....

Louise Douglas residing at 62 Camdean Crescent, Rosyth KY11 2TH (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh EH2 4AN upon

_____ **Two Thousand and** _____

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

_____ **Two Thousand and** _____

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 Seller's Solicitors are Kee Solicitors Ltd, The Connect Building, 3rd Floor, 59 Bath Street, Glasgow G2 2DH

4. The Auctioneers are **Braveheart Auctions Ltd.**

Solicitors
Firm's Signature

Witness

Adhibited by

Full Name

Address
