



LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

4018  
14/11/2007

TITLE NUMBER

**INV18301**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

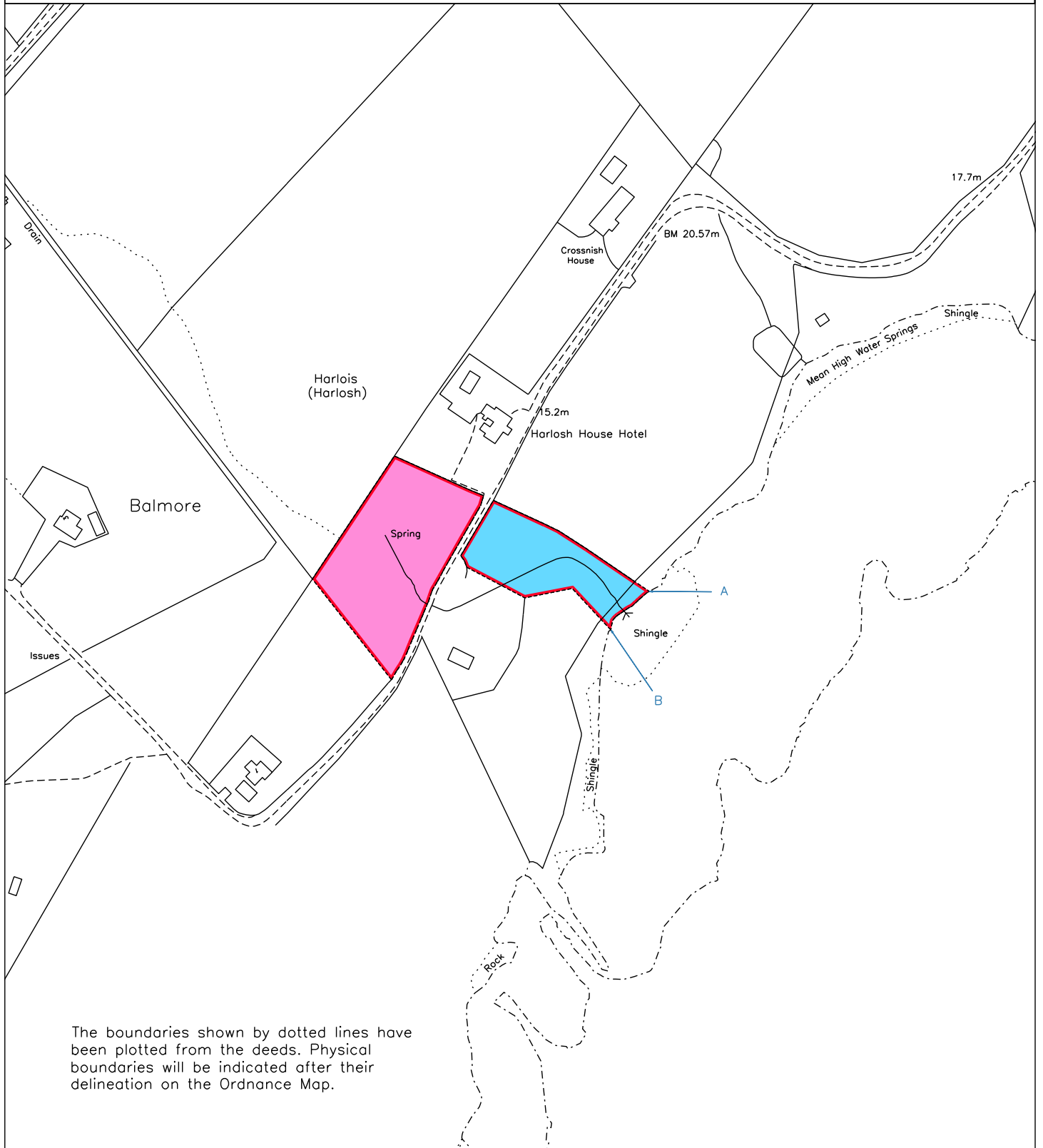
140m

NG2841 NG2941 NG24SE

Survey Scale

1/2500

CROWN COPYRIGHT © – This copy has been produced from the ROS Digital Mapping System on 13/02/2020 with the authority of Ordnance Survey under Section 47 of the Copyright, Designs and Patents Act 1988. Unless there is a relevant exception to copyright, the copy must not be copied without the prior permission of the copyright owner. OS Licence no 100041182.



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



TITLE NUMBER INV18301

A 1

## A. PROPERTY SECTION

**DATE OF FIRST REGISTRATION**  
08 MAR 2007

**DATE TITLE SHEET UPDATED TO**  
13 AUG 2024

**REAL RIGHT**  
OWNERSHIP

### DESCRIPTION

Subjects at HARLOSH, DUNVEGAN, ISLE OF SKYE edged red on the Title Plan. together with the rights specified in the Feu Disposition in Entry 2 of the Burdens Section and also with the subsisting rights to real burdens specified in the Schedule below.

### SCHEDULE OF PARTICULARS RELATIVE TO SUBSISTING RIGHTS TO REAL BURDENS

Entry No	Benefited Property	Real Burdens	Burdened Property
1	subjects in this Title	Deed of Servitude and Real Burdens by Wendy Hudson, registered 27 Jan. 2020 specified in Entry 3 of the Burdens Section.	Subjects The Rettreat, Harlosh, Dunvegan, Isle of Skye, registered under Title Number INV11765.

Note 1            The minerals under the part tinted pink on the Title Plan are excepted. The conditions under which these minerals are held are set out in the Feu Disposition in Entry 2 of the Burdens Section.

Note 2            The foreshore between the points lettered A - B in blue on the Title Plan is included in this Title.



---

TITLE NUMBER INV18301

A 2

**A. PROPERTY SECTION**

Note 3

The description of the burdened property in each entry of the Schedule of Particulars relative to Subsisting Rights to Real Burdens above should be read in conjunction with the Explanatory Note in the Burdens Section.



# LAND REGISTER OF SCOTLAND



---

TITLE NUMBER INV18301

B 1

## B. PROPRIETORSHIP SECTION

### ENTRY PROPRIETOR

#### NO

1 MARTYN ANDREW SHEPHERD 30  
Wentworth Way, Dinnington,  
Sheffield, S25 2SY.

**DATE OF  
REGISTRATION**  
13 AUG 2024

**CONSIDERATION**  
Certain Good  
And Onerous  
Causes

**DATE OF ENTRY**  
09 AUG 2024



# LAND REGISTER OF SCOTLAND



---

TITLE NUMBER INV18301

C 1

## C. SECURITIES SECTION

**ENTRY  
NO**

**SPECIFICATION**

**DATE OF  
REGISTRATION**

No Entry



---

TITLE NUMBER INV18301

D 1

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

- 1 Disposition by John Macleod to Michael John Harley Lambert and another and their assignees and disponees, recorded G.R.S. (Inverness) 30 Jul. 1992, of (FIRST) 1.104 acre, (SECOND) 6.496 acre and (THIRD) the foreshore pertaining to said (SECOND) subjects, that portion of the subjects in this Title tinted blue on the Title Plan forming part of said (SECOND) subjects, contains the following burdens:

The subjects hereby disposed (SECOND) shall remain in all time coming as open ground to be used for agricultural and fishing purposes only and there shall be no buildings erected thereon, other than agricultural and fishery buildings including a jetty and boat-house without the prior written consent of myself or my successors.

- 2 Feu Disposition by John MacLeod of MacLeod to Michael John Harley Lambert and another and their assignees, recorded G.R.S. (Inverness) 18 Oct 2001 of that portion of the subjects tinted pink on the Title Plan contains the following rights and burdens:

(One) a heritable and irredeemable right of access to and egress from the subjects hereby disposed for pedestrian and vehicular traffic by means of the existing access road shown coloured green on the plan annexed hereto and (Two) all necessary wayleaves through and across adjoining land belonging to me along lines to be mutually agreed between me and my disponee for providing water, sewerage, electricity, telephone and all other services required to serve the subjects hereby disposed, together with all necessary rights of access thereto for inspection, maintenance, repair and, when necessary, renewal thereof, but provided that my disponee and her foresaids shall make good all damage caused thereby;

BUT also with and under the following burdens and conditions, namely (One) there is reserved to me and my successors as



TITLE NUMBER INV18301

D 2

## D. BURDENS SECTION

**ENTRY  
NO**

**SPECIFICATION**

proprietor of the MacLeod Estate the whole coal, shale, lime, iron, clay, freestone, marble and other stone and all other mines, metals, minerals and fossils within or under the area of ground hereby disposed (excepting always therefrom all coal and mines of coal vested in the National Coal Board under and in virtue of the Coal Industry (Nationalisation) Act 1946) with full power to me or any person authorised by me to search for, work, win, raise, calcine and carry away the same, to sink pits, open quarries and make all necessary roads and drains and all others necessary for all or any of these purposes but without breaking or otherwise using the surface of ground and upon payment to the legal occupier of the subjects of such damage as may be thereby occasioned to the surface of the land hereby disposed and to any buildings and other structures thereon as the same shall (failing agreement) be ascertained by two persons to be mutually chosen or, failing agreement, to be appointed by the Sheriff of Grampian, Highland and Islands at Portree; (Two) my disponee shall be bound to enclose the plot or area of ground hereby disposed (in so far as not already done) with a stock-proof fence and to maintain the same in good repair in all time coming; (Three) there is reserved to me and my foresaids as proprietors of all ground adjacent to the subjects hereby disposed the right to continue to use and maintain all, if any, existing drains, sewers, septic tanks, water supply pipes and mains electricity supply and telephone cables and transmitters passing through, under or over the subjects hereby disposed and so far as serving any adjoining feus or adjoining ground belonging to me.

Note: The plan annexed to the foregoing deed does not contain a green tint therefore the access road narrated therein as coloured green on said plan cannot be determined in relation to the subjects in this Title.



D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

3 Deed of Servitude by WENDY HUDSON to ANGELA SPRAY and her successors, registered 27 Jan. 2020, contains the following real burdens and servitudes,

In this Deed the following words and expressions shall respectively have the meaning and effect as set out opposite them:-

THE GRANTOR WENDY HUDSON, residing at Ninety nine Woodhouse Road, Sheffield S12 2AY, registered proprietor of the burdened property and her successors in ownership thereof.

THE GRANTEE ANGELA SPRAY, residing at North Lodge Farm, Upwoods Road, Doveridge, Derbyshire registered proprietors of the benefited property and their successors in ownership thereof.

THE BURDENED PROPERTY that area or piece of ground lying in the Parish of Duirinish, Island of Skye and former County of Inverness and now in the Skye and Lochalsh area of the Highland Council registered in the Land Register of

Scotland under Title Number INV18301.

THE BENEFITED PROPERTY those subjects known as and forming The Retreat, Harlosh, Dunvegan, Isle of Skye being the subjects Registered in the Land Register of Scotland under Title Number INV11765.

THE SERVITUDES Heritable and irredeemable servitude rights of water and electricity, namely, a right to lay and install water pipes and electricity cables within the burdened property to serve a dwellinghouse and relative offices on the benefited property and that along routes to receive the prior written approval of the Grantor, which approval shall not be unreasonably withheld, together with a servitude right



D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

of access thereto for the purposes of maintenance, repair and renewal of said pipe and cables.

CONDITION 1 The Grantee shall reinstate the surface of the ground within the burdened property following exercise of the servitude rights created in this deed.

2. The Grantee shall exercise the right herein granted in a manner least burdensome to the Grantor.

The Grantor being the proprietor of the burdened property for no consideration in money or money's worth hereby gives, grants and disposes to and in favour of the Grantee and her successors as proprietors of the benefited property ALL and WHOLE the right to the servitudes over the burdened property, which servitudes are imposed on the burdened property in favour of the benefited property; BUT ALWAYS WITH AND UNDER the conditions, which conditions are real burdens imposed on the benefited property in favour of the burdened property.

- 4 Explanatory Note: The descriptions of the burdened and benefited properties in any deed registered in terms of sections 4 and 75 of the Title Conditions (Scotland) Act 2003 in this Title Sheet are correct as at the stated date of registration of such deed.

# ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE the dwellinghouse known as and forming Ruach, Harlosh, Dunvegan, Isle of Skye being the whole subjects registered in the Land Register of Scotland under Title Number INV18301 (hereinafter referred to as "the Lot");

which subjects are exposed for sale by public Roup by Martyn Andrew Shepherd (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh, EH2 4AN

---

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

---

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. 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 £1500 + VAT as a contribution towards the Seller's selling costs. 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.

4. The Seller's Solicitors are Freelands Solicitors Motherwell, ML1 1BW

5. The Auctioneers are **Braveheart Auction Ltd.**

**Solicitors**  
**Firm's Signature**



**Adhibited by**  
**James Anderson Cowan MacDonald**

**Witness**



**Full Name**  
**Courtney Lafferty**

**Address**  
**36 Muir Street, Motherwell, ML1 1BW**