



Title Information: INV25226

Search summary

Date/Time of search	11 Jul 2025 17:00:42
Transaction numbers	SCO-21716304
User reference	27557274

Section A
Property

INV25226

Date of first registration	22 Apr 2005
Date title sheet updated to	10 Nov 2009
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NN1981
Title Number	INV25226
Cadastral Unit	INV25226
Sasine Search	
Property address	PLOT 1, ACHNABOBANE FARM, SPEAN BRIDGE
Description	Subjects PLOT 1, ACHNABOBANE FARM, SPEAN BRIDGE edged red on the Title Plan; Together with the servitude rights specified in the Disposition in Entry 3 and the Minute of Agreement in Entry 4 of the Burdens Section.

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Section B
Proprietorship

INV25226

JANE ELIZABETH MACGREGOR Loch Treig Lodge, 2 Seven Sisters, Kirkintilloch, Glasgow, G66 3AW.

Entry number	1
Date of registration	10 Nov 2009
Date of Entry	21 Oct 2009
Consideration	£120,000

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Section C
Securities

INV25226

Entry number	1
Specification	Standard Security by said JANE ELIZABETH MACGREGOR to BANK OF SCOTLAND PLC incorporated under the Companies Acts (Company Number SC327000), Birmingham Midshires Division, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.
Date of registration	10 Nov 2009

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Section D

Burdens

Number of Burdens: 5

Burden 1

Disposition by (I) The Ben Nevis Distillery (Fort William) Limited and (II) The Ben Nevis Warehouse (Fort William) Limited to Alan James Francis Mackay and his heirs and assignees, recorded G.R.S. (Inverness) 12 Feb. 1963, of the Great Glen Cattle Ranch (under exception), contains the following burdens:

(One) our said disponent and his foresaids shall pay a one-half share of the cost of maintaining, repairing and renewing the private road leading from Bridge of Lundy to Torlundy Recreation Hall; (Two) our said disponent and his foresaids shall pay a one-half share of the cost of maintaining, repairing and renewing the fences, walls, dykes, et cetera mutual to us, respectively and our said disponent; (Three) our said disponent and his foresaids shall be taken bound to grant to us and our successors in title a right of access at all times to the said excepted subjects and to the subjects remaining in our ownership; But always under exception of such water supply and drainage rights as are required by us in respect of any subjects retained by us and all rights to a supply of electricity free of charge or at special reduced rates under existing Agreements are reserved to us and our foresaids.

Burden 2

Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, recorded G.R.S. (Inverness) 10 March 2004 between The Highland Council (hereinafter referred to as "the Council") and Deafor Holdings Limited (hereinafter referred to as "the Owner") over 4.6 hectares of ground described in Disposition by Aileen-Anne MacGregor in favour of Deafor Holdings Limited recorded GRS (Inverness) 4 October 2001 (hereinafter referred to as "the subjects") of which the subjects in this Title form part, in the following terms:

Considering that the Council have resolved to grant planning permission, reference number LO/2002/318 (hereinafter referred to as "the permission") which will permit inter alia the erection of two houses on the subjects of application;

It is now agreed as follows:-

1. This agreement will come into force on 6 January 2004;
2. The owner hereby agrees and undertakes that it will not carry out any development as defined in the Town and Country Planning (Scotland) Act 1997 on the subjects other than that specifically authorised by the said planning permission reference number LO/2002/318 or any development authorised by law under the Town and Country Planning (General Permitted Development) (Scotland) Order 1992.
3. The Council or any of its officials or agents, or any person authorised by the Council shall be entitled to enter the subjects for the purpose of inspecting the subjects, or any part thereof at any time on giving reasonable notice to the owner, or its successors, in order to verify compliance with the terms of this Agreement.

Burden 3

Disposition by Deafor Holdings Limited (hereinafter referred to as "the Disponent") to Colin John Dunthorne, Nadine Alyson Dunthorne and Cynthia Joan Dunthorne and their assignees (hereinafter referred to as "the Disponent"), registered 22 April 2005, of Achnabobane, Spean Bridge (hereinafter referred to as "the Subjects") of which the subjects in this Title form part, contains the following servitudes:

PART 1 - Servitudes

"The benefited property" means the Subjects registered under Title Number INV11392;

"The burdened property" means all and whole the area described in Disposition to Deaufor Holdings Limited recorded G.R.S. (Inverness) 4 Oct. 2001.

The following servitudes are granted in favour of the benefited property over the burdened property, namely:-

1. A right of vehicular and pedestrian access to and from the subjects by the access roadway leading from the public A82 road to the Subjects.
2. All necessary servitude rights for the supply of water, drainage, sewerage, electricity, and all other essential services required for the construction of a house on the Subjects, with rights to lay and construct all necessary pipes, poles, cables, conductors and others which may be required for such services and rights of access thereto for the purposes of maintenance, renewal and repair, subject to payment for all surface damage caused by the exercise of these rights, and subject to the reservation in favour of the Disponent and its successors in title to the burdened property to connect into any wires, cables and water and electricity pipes within the benefited property subject to the Disponent and its foresaids making good any surface damage caused by the rights so reserved.

PART 2

(1) The Disponent and their successors in title will be required to pay a share of the maintenance of that part of the access roadway tinted yellow on the said Plan leading from the public A82 road to the subjects in this Title, said share being calculated on a user basis. The Disponent and their successors in title will have no liability for maintenance in respect of any other part of the said access roadway.

Burden 4

Minute of Agreement, registered 2 Nov. 2009 between Aileen-Anne MacGregor (the "Burdened Owner") and Ronald Gerald MacGregor (the "Benefited Owner") contains agreement between said parties in the following terms:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Minute of Agreement:-

"Benefited Property" means the subjects registered under Title number INV11392 of which the subjects in this Title form part;

"Burdened Property" means the property known as the agricultural holding of Achnabobane, Spean Bridge described in the Disposition to Aileen-Anne MacGregor recorded G.R.S. (Inverness) 1 Sep. 1992 under exception of (1) that area of ground extending to 4.6 hectares or thereby at Achnabobane, Spean Bridge, being the subjects described in the Disposition to Deaufor Holdings Limited recorded G.R.S. (Inverness) 4 Oct. 2001;

"Plan" means the Title Plan;

"Roadway" means the private road shown tinted yellow, brown and blue on the Plan;

1.2 Interpretation

Save to the extent that the context or the express provisions of this Agreement otherwise requires, in this Agreement:-words importing any gender include all other genders;

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

1.2.2 where at any one time there are two or more persons included in the expression "Benefited Owner" or "Burdened Owner" obligations contained in this Agreement which are expressed to be made by the party

denoted by the expression in question are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order;

1.2.3 words importing individuals include legal persons and vice versa;

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

1.2.5 any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Agreement;

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

1.2.7 any rights reserved to the Benefited Owner are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time.

1.3 Headings

The headings in this Agreement are included for convenience only and are to be ignored in construing this Agreement.

1.4 Schedule

The Schedule forms part of this Agreement.

2. PREAMBLE

Whereas certain servitude rights benefiting the Benefited Property and Burdening the Burdened Property already exist in relation to the Roadway, the Burdened Owner and the Benefited Owner hereby agree and accept the grant of the additional servitude rights and servitude conditions contained in this Entry.

3. DATE OF COMMENCEMENT OF SERVITUDE RIGHTS &

CONDITIONS

The Servitude Rights and Servitude Conditions granted by this Minute of Agreement will be exercisable with effect from 20 Oct. 2009 being the last date of execution of this Agreement.

4. CONSIDERATION

In consideration of the grant of these presents the Benefited Owner shall pay to the Burdened Owner the sum of £30,000.00 together with the legal expenses properly and reasonably incurred by the Burdened Owner in connection with these presents.

Part 1

Servitude Rights in favour of the Benefited Property and imposed upon the Burdened Property

1. The Roadway, between the points arrowed and lettered A and B in blue on the plan shall be upgraded at any time by the Benefited Property to The Highland Council's adopted standards in accordance with details that shall first be submitted by the Benefited Owner to The Highland Council and to be agreed in writing by the Planning Authority in consultation with the Roads Authority all in terms of (i) Planning Permission reference no. 09/00061/FULLO issued by The Highland Council to Mr R MacGregor dated 11 June 2009, (ii) Planning Permission reference no. 09/00062/FULLO, or (iii) any subsequent planning permission granted by The

Highland Council in respect of the Benefited Property; Declaring that this Servitude Right is enforceable by the Benefited Property against the Burdened Property.

Part 2

Servitude Conditions in favour of the Burdened Property and imposed upon the Benefited Property

1. With reference to Servitude 1 detailed in Part 1 of this Entry, any upgrading of the Roadway shall be at the sole expense of the Benefited Property and thereafter the Roadway shall be maintained, repaired and renewed on a user basis: Declaring that this Servitude Condition is enforceable by the Burdened Property against the Benefited Property.

Burden 5

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.

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ARTICLES OF ROUP

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

Stargazing 2, Plot with Lapsed Planning, Spean Bridge, Highland, PH34 4EX
_____ (hereinafter referred to as "the Lot");

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

Julia Cosgrove _____ (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 Amy Law, 13 Granville Street, Glasgow, G3 7EE Admin@amylaw.co.uk

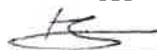
4. The Auctioneers are **Braveheart Auctions Ltd.**

Solicitors

Firm's Signature



Witness



Adhibited by

Amy Teropoulos.

Full Name

Harri's Shagantilla

Address

13 Granville Street, Glasgow,

G3 7EE

