



Application information

Search summary

Date/Time of search	19 Jul 2026 20:50:01
Transaction number	SCO-27447115
User reference	Rogie Falls 1 - Application

Pending Application

26ROS00345 [Dealing with Whole]

Application Number	26ROS00345
Date of Application	26 Jan 2026
Application Status	CONFIRMED
Consideration	£10,000
Title Number	ROS29936
Application Type	Dealing with Whole
Parent Title Number	

Applicants

TUCKER ENTERPRISES LIMITED, company number 07383872) with its registered offices at, 1 WORSLEY COURT, HIGH STREET, WORSLEY, MANCHESTER, GREATER MANCHESTER, M28 3NJ

Granters

CALLUM CRESSER, 39 RAVENSDALE ROAD, DARLINGTON, DL3 8EA

Property Addresses

PLOT 1, ROGIE FALLS, GARVE, ROSS AND CROMARTY

Deeds

Agent No.	Deed type	Deed Details
10178	Disposition	CALUM PAUL CRESSER IFO TUCKER ENTERPRISES LIMITED

Until completed, applications to register deeds are subject to rejection or withdrawal. Advance Notices will remain on the Application Record for 35 days unless they are discharged.
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**Application for Registration
PART A**

The Land Register Rules etc. (Scotland) Regulations 2014, regulation 7 and Schedule 1, Part 4.
Unless the context otherwise indicates, any reference in this form to a section of an Act is a
reference to a section of the Land Registration etc. (Scotland) Act 2012.

DW
Agent Details

	Agent's name and address A1 PROPERTY LAW LIMITED E-PAYMENT ACCOUNT 13 GRANVILLE STREET G3 7EE	Agent's reference LT2/Rogie Falls Plot 1
		Agent's telephone number 07709607531
		Agent's email address amy@amylaw.co.uk

Application Details

Application type Deed over the whole of a registered plot		Type of deed Disposition	
County	Development plan approval number		Development plan plot number
Title number ROS29936			
Search sheet number(s) (if known)			Date of entry 22/01/2026

Payment Details

FAS number 10178		Payment method Direct Debit	
Monetary consideration £10000.00		Non-monetary consideration	
Value	Relevant rent		Fee £80.00

Property Details

Property name ROGIE FALLS		Property number	
Street name	Town GARVE		Postcode

Notification Details

Email address for applicant's notification amy@amylaw.co.uk	Additional email address Louise@amylaw.co.uk
Additional email address Aneesa@amylaw.co.uk	Additional email address lewis@macraestephen.co.uk

Applicant Details

Prefix	Name TUCKER ENTERPRISES LIMITED	Company number 07383872
Property name 1 Worsley Court	Property number	
Street name High Street	Town Worsley, Manchester	Postcode M28 3NJ

Granter Details

Prefix	Forename Callum	Surname Cresser
Property name	Property number 39	
Street name Ravensdale Road	Town Darlington	Postcode DL3 8EA

ROI Question

Is the validity of the deed to which this application relates capable of being affected by an entry in the Register of Inhibitions and Adjudications ("RoI")?	Yes	☒	No	☐
If yes, has a search of the RoI been carried out on the granter of the deed and any party whose right has vested in the granter by virtue of any unregistered mid-couple or link in title?	Yes	☒	No	☐
If yes, please provide the date to which the search was certified. 19/01/2026				
Did the search disclose an entry in the RoI which might affect the validity of the deed to which this application relates?	Yes	☐	No	☒
If yes, please provide details.				

Land and Buildings Transaction Tax

Is the transaction to which this application relates a notifiable transaction in terms of section 30 of the Land and Buildings Transaction Tax (Scotland) Act 2013?	Yes	☐	No	☒
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Extension of Warranty

Are you applying for an extension of warranty under section 75(1)?	Yes	☐	No	☒
If yes, please indicate the relevant subsection of section 73(2) in respect of which you are applying.				
Evidence in line with the Keeper's published guidance must be included with the application or the application will be rejected.				

Declaration

Application to register deeds

I/We apply for registration of the deed identified in Part A of this form and certify that this application complies with the general application conditions in section 22, and the particular applicable conditions mentioned in section 21(2).

Where the certification above is made in relation to an application to register a deed, the validity of which is dependent on the registration of a related deed, **please provide details of the related deed in the Further Information section.**

By submitting this application form, I/we certify that the information given in this form is complete and correct to the best of my/our knowledge and belief.

Warnings

In submitting this application, you must take reasonable care to ensure that the Keeper does not inadvertently make the register inaccurate as a result of a change made in consequence of it. If you fail to do so, you may be liable to pay compensation to the Keeper for any loss suffered as a result (see section 111).

It is an offence to knowingly or recklessly make a materially false or misleading statement, or to intentionally or recklessly fail to disclose material information, in relation to this application (see section 112).

Supplementary Information

Land Use Question

Please indicate the primary use of the plot of land:	Residential		Commercial		Land only	X
	Agricultural		Forestry		Other	



(LAND REGISTRATION (SCOTLAND) RULES 2006 Rule 15)

LAND REGISTER OF SCOTLAND
LAND CERTIFICATE
VERSION 12/09/2006

Title Number: ROS7921

Subjects: at INCHBAE LODGE HOTEL,
GARVE IV23 2PG

**THIS LAND CERTIFICATE, ISSUED PURSUANT TO SECTION 5(2)
OF THE LAND REGISTRATION (SCOTLAND) ACT 1979,
IS A COPY OF THE TITLE SHEET RELATING TO THE ABOVE SUBJECTS.**

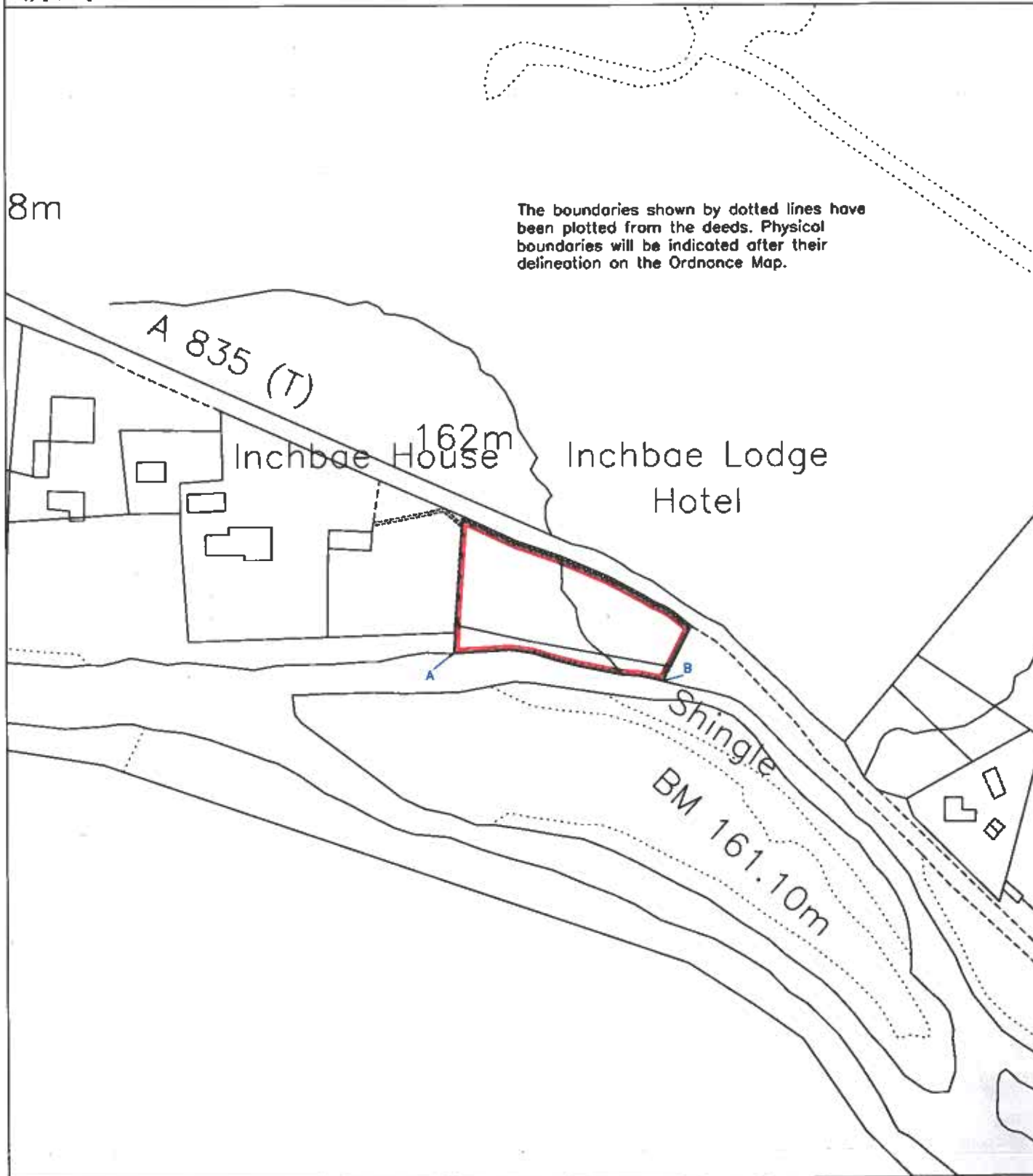
STATEMENT OF INDEMNITY

Subject to any specific qualifications entered in the Title Sheet of which this Land Certificate is a copy, a person who suffers loss as a result of the events specified in section 12(1) of the above Act shall be entitled to be indemnified in respect of that loss by the Keeper of the Registers of Scotland in terms of that Act.

ATTENTION IS DRAWN TO THE GENERAL INFORMATION OVERLEAF.

 LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	5107 11/2/2010	ROS7921
	ORDNANCE SURVEY NATIONAL GRID REFERENCE	Scale
		1/2500
NH36NE NH46NW		Survey Scale
		1/10000

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NUMBER

LAND REGISTER OF SCOTLAND



TITLE NUMBER R0S7921

A1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
11 MAY 2007

DATE TITLE SHEET UPDATED TO
23 MAY 2007

DATE LAND CERTIFICATE UPDATED TO
23 MAY 2007

INTEREST
PROPRIETOR

MAP REFERENCE
NH46NW

DESCRIPTION

Subjects on the west of INCHBAE LODGE HOTEL, GARVE edged red on the Title Plan.

Note

The boundary between the points lettered A - B in blue on the Title Plan is the north bank of the River Blackwater. Indemnity is excluded in terms of Section 12(2) of the Land Registration (Scotland) Act 1979 in respect of any loss arising as a result of the said boundary being declared or found to follow a different line from that shown on the Title Plan at any time.



LAND REGISTER OF SCOTLAND



TITLE NUMBER R0S7921

B 1

B. PROPRIETORSHIP SECTION

ENTRY NO	PROPRIETOR	DATE OF REGISTRATION	CONSIDERATION
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1	ANTHONY DAVID BISHOP and RITA ANN BISHOP spouses, Inchbae Lodge Hotel, Garve, Ross-Shire IV23 2PG equally between them and the survivor of them.	11 MAY 2007	£60000
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DATE OF ENTRY

09 MAY 2007

Note: 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.

Note: 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.



LAND REGISTER OF SCOTLAND



TITLE NUMBER R0S7921

C 1

C. CHARGES SECTION

ENTRY
NO

SPECIFICATION

DATE OF
REGISTRATION

No Entry



LAND REGISTER OF SCOTLAND



TITLE NUMBER ROS7921

D 1

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

- 1 Disposition by Trustee of Marriage Contract of Edward Baskerville Mackenzie and another to the Forestry Commissioners and their successors and assignees, recorded G.R.S. (Ross & Cromarty) 12 Jul. 1940, of 302 acres, contains the following burdens:

All existing right of access to and egress from the subjects hereby disposed and the existing water and drainage rights with the exception of the existing water supply to Inchbae House and Offices, the reservoir on the area of ground hereby disposed and also the pipe lines by which the water is conveyed to the said reservoir and from said reservoir to Inchbae House and Offices through the area of ground all as indicated on the Map with right of access at all times thereto over the said area of ground in favour of me as trustee foresaid and my successors as proprietor or proprietors for the time of said Inchbae House and Offices for the purpose of inspecting, repairing, renewing and generally keeping the same in good condition and repair upon payment to my said disponees or their foresaids of such damage as may be thereby occasioned as the same failing agreement shall be ascertained by arbitration; But declaring that my said disponees shall take all reasonably precautions to avoid interference with the said supply and works but nevertheless they shall be under no liability for any effect on or interference with the said water supply, reservoir or pipes or other works as a result, either directly or indirectly, of their forestry operations, and that I as trustee foresaid and my successors shall be bound to leave the surface of any ground affected by maintenance works in a level condition to the satisfaction of my said disponees.

Together also with a right of access to and egress from the said area of ground hereby disposed for all purposes along the road leading to Strath Rannoch, I as trustee foresaid and my said disponees by acceptance hereof being bound to share equally between us the cost of all ordinary repairs required to keep the said road so far as it extends along the western boundary of the said area of ground hereby disposed in a proper state but in the event of any extraordinary damage being done to said road then the party responsible for same shall bear the cost of the necessary repairs.

Note: The plan annexed to the foregoing deed has not been submitted to the Keeper, therefore the said pipe lines cannot be determined



TITLE NUMBER ROS7921

D 2

D. BURDENS SECTION

in relation to the subjects in this Title.

- 2 Disposition by Trustees of Marriage Contract Edward Baskerville Mackenzie and another to Peter William McCallum and his heirs and assignees, recorded G.R.S. (Ross & Cromarty) 17 Feb. 1949, of 3560 acres, of which the subjects in this Title form part, contains the following burdens:

With a joint right to use the road leading from the main high road at Inchbae up to the northern boundary of the subjects hereby disposed the upkeep and maintenance of which road from the said high road to said boundary shall be shared equally between the proprietors interested therein, and which obligation for joint upkeep and maintenance is hereby declared to be a real burden affecting the subjects hereby disposed.

- 3 Disposition by Inverness Building Society (hereinafter referred to as "the Society") with consent to Ronald Macdonell and his heirs and assignees, recorded G.R.S. (Ross & Cromarty) 9 Apr. 1965, of (First) 3.625 acres, (Second) 3.455 acres, and (Third) the solum of the River Blackwater ex adverso said pieces of ground as far as the medium filum of the said River, of which the subjects in this Title form part, contains the following reservations and burdens:

Reserving to us and our successors as proprietors of Inchbae Cottage and others a right to use for the water supply of Inchbae Cottage and others jointly with the proprietors of the subjects hereby disposed the existing pipes and connections carrying the water supply through or under the said piece of ground (First) hereby disposed to Inchbae Cottage and others: Declaring that (a) the cost of maintaining and repairing the said existing water supply system from its origin to the point within the said piece of ground (First) hereby disposed where it divides into two pipes carrying the supply to Inchbae Lodge and to Inchbae Cottage and others respectively shall be borne mutually by the said Ronald Macdonell and his successors as proprietors of Inchbae Lodge on the one hand and us and our successors as proprietors of Inchbae Cottage and others on the other in proportion to the ratio of the respective Rateable Values of Inchbae Lodge and Inchbae Cottage and others, (b) the said Ronald Macdonell and his successors shall be entitled if and when he or they so wish and on his or their obtaining any necessary authority from the Secretary of State for Scotland for his successors as proprietors of the ground to the North-East of the public road leading from Garve to Ullapool in which the said water supply has its origin and through which it



TITLE NUMBER R0S7921

D3

D. BURDENS SECTION

passes, to improve the supply by laying a new supply pipe from the origin of the supply to Inchbae Lodge and in that event the said Ronald MacDonell shall connect the new supply pipe to the pipe serving Inchbae Cottage and others all at the point to be agreed between us at or near the Western boundary of the subjects (First) hereby disposed, there being reserved to me and my foresaids a right of access to the said subjects (First) disposed for the purpose of inspecting, improving, maintaining and repairing the said pipe serving the said Inchbae Cottage and others in so far as the same is not mutually maintained, and all at his or their expense, and (c) the cost of maintaining and repairing such new water supply pipe from its origin to the said point at the said Western boundary shall be borne mutually as aforesaid.

- 4 Disposition by Partners and Trustees for the Firm of McPherson Gunn Enterprises to Gillian Jane Arnell and her executors, assignees and disponees, registered 12 Dec. 2003, contains the following reservations and burdens which affect the subjects in this Title:

The following are reserved heritable and irredeemable servitude rights benefiting the area of ground lying to the north of the boundary lettered and marked A-B in blue on the Title Plan (hereinafter referred to as "the retained subjects"):- (a) of access to and egress from the Ullapool to Garve public road for pedestrian and vehicular traffic over both the car park serving the subjects hereby disposed as well as over a track to be formed at the expense of the retained subjects proprietors not exceeding three metres and seventy centimetres in width the position of which track is shown tinted yellow on the Title Plan, subject to our said disponent and her foresaids contributing to the maintenance, repair and renewal of said access track according to user; and (b) to install, use, maintain and renew with all necessary rights of access therefor such pipes, cables and other service media, together with all necessary connections and apparatus relative thereto, as are required to enable the connection of the retained subjects into any existing or future mains of water, sewerage, electricity, telephone and other such utilities or services provided that no rights are given or reserved for connecting the retained subjects into the existing private supplies of water serving the subjects hereby disposed with the retained subjects proprietors being responsible for a share of the maintenance, repair and renewal of any such mutual pipes, cables and other service media according to user; Declaring that the whole servitude rights hereinbefore reserved to the retained proprietors are reserved strictly on the basis that the retained subjects are used



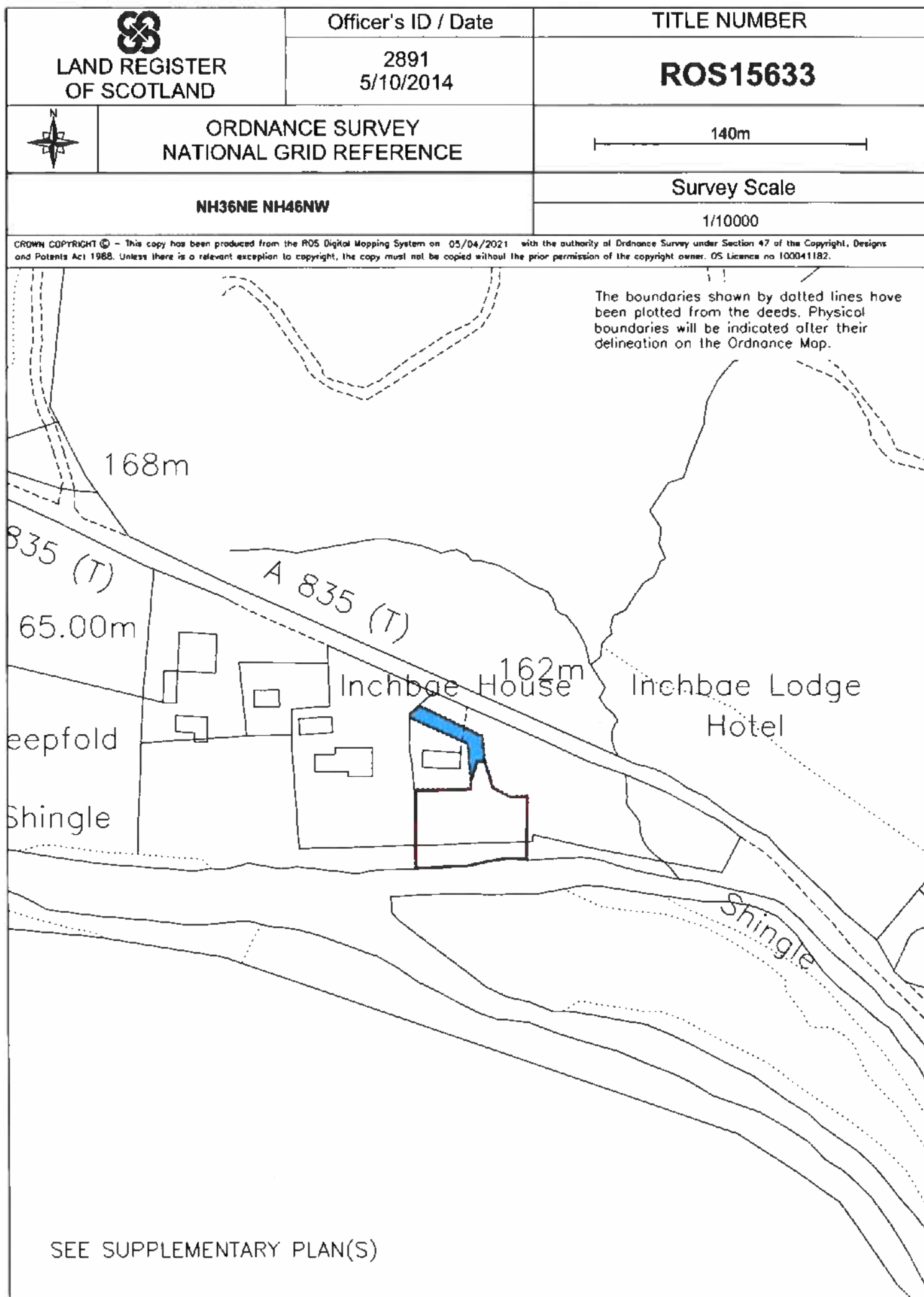
TITLE NUMBER ROS7921

D 4

D. BURDENS SECTION

for the erection thereon of a single private dwellinghouse and relative outbuildings with any further or other use of the retained subjects (including without prejudice to the foresaid generalities the erection of any further dwellinghouse or any commercial use) being strictly prohibited and in the event that the retained subjects are used for any such further or other use then the whole servitude rights hereby reserved shall be extinguished forthwith without the requirement of a declarator or other instrument of law; Further declaring that if agreement cannot be reached on the most appropriate route and sitting of said pipes, cables and others, then the matter shall be determined by two Arbiters mutually chosen or by an oversman to be named by the said Arbiters in case of their differing in opinion, and Declaring further that the retained subjects proprietors shall be responsible for making good all damage occasioned by the exercise of the foregoing servitude rights as such damage shall, failing agreement, shall be determined by arbitration as aforesaid.

Whereas we and our foresaids as the retained subjects proprietors shall be solely responsible for erecting boundary fences and a gate separating the retained subjects from the subjects of sale, after erection the fences and gate shall become mutual property with the future maintenance, repair and renewal thereof shall be carried out at the joint and equal expense of the retained subjects proprietors and our said disponee and her foresaids.



LAND REGISTER
OF SCOTLAND

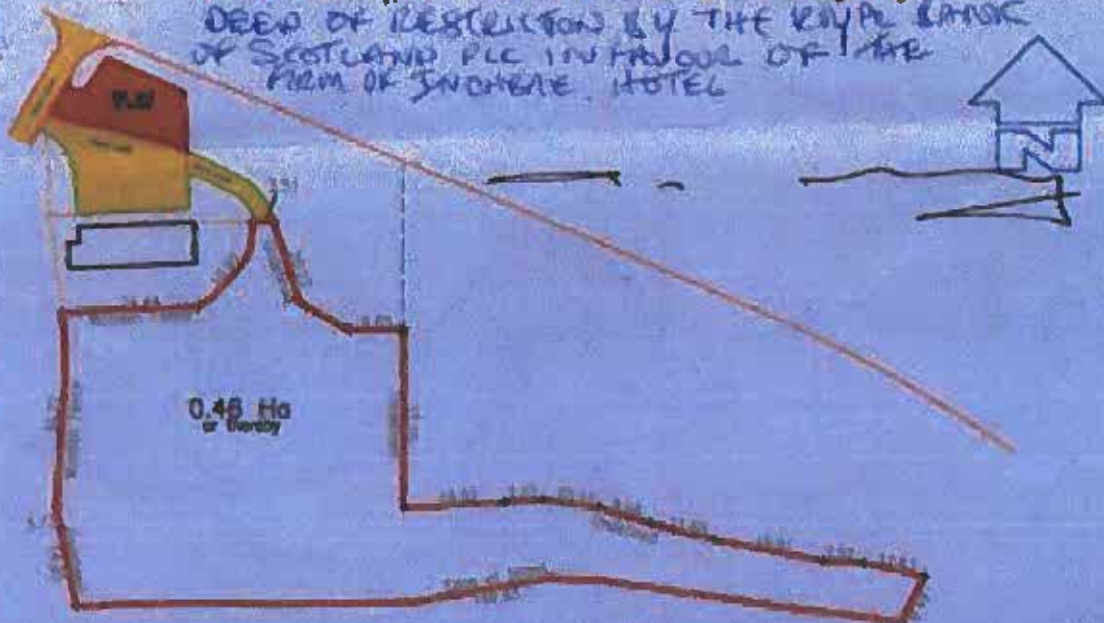
Officer's ID/Date

2891
5/10/2014

Title Number

ROS15633

This is the plan referred to in the foregoing
DEED OF RESTRICTION BY THE KIPAL LAND
OF SCOTLAND PLC IN FAVOUR OF THE
FIRM OF INCHKEE HOTEL



Plan prepared by



Property & Land Surveys (Hills) Ltd
Floors Lodge, Athole Court
DINGWALL
1915/BSH

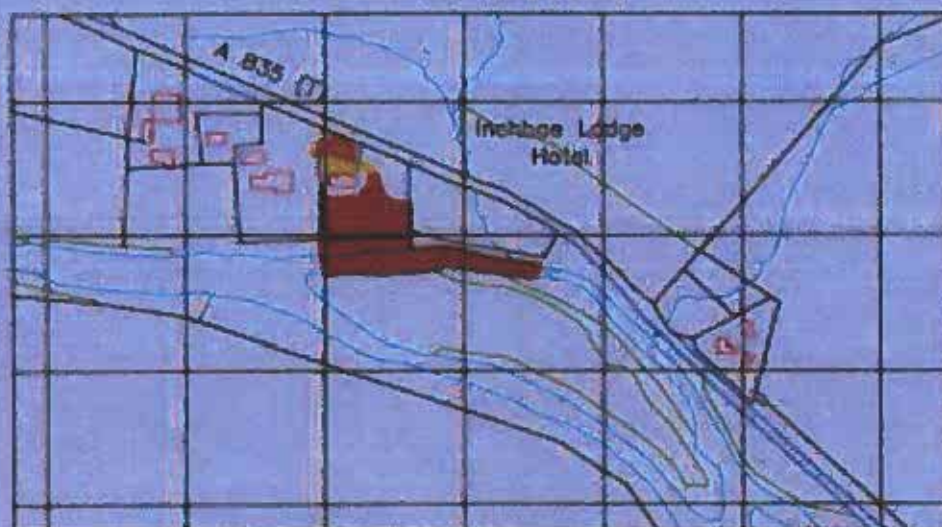


Scale 1:1250

23rd July 2010
Job 789901c

Andrew Lindsay
Business Manager
RBS Wiltshire
584167

Location Plan (Scale 1:5000)



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NOTE: This copy is a reduction
of the original plan.

SUPPLEMENTARY PLAN
TO THE TITLE PLAN

Original at A4

For Pro
Ru
Shetham

Scotland Plc

Manager

Manager

RBS



Title Information: ROS15633

Search summary

Date/Time of search	30-01-2023 11:54:08
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Transaction number	SCO-13423548
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User Reference	
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Section A**ROS15633**

Property

Date of first registration	12-12-2003
Date title sheet updated to	04-02-2014
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NH46NW
Title Number	ROS15633
Cadastral Unit	ROS15633
Sasine Search	
Property address	PLOT 6 LOG CABIN, INCHBAE, GARVE
Description	Subjects PLOT 6 LOG CABIN, INCHBAE, GARVE edged red on the Title Plan; together with the servitudes specified in Part IV of the Disposition in Entry 7 of the Burdens Section and together 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	Disposition to Rita Anne Bishop, registered 4 Feb 2014 specified in Entry 7 of the Burdens Section.	Inchbae Lodge Guesthouse, Garve registered under ROS1226

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Section B**ROS15633**

Proprietorship

RITA ANNE BISHOP Inchbae Lodge Guesthouse, Garve.

Entry number	1
Date of registration	04-02-2014
Date of Entry	06-11-2013
Consideration	Certain Good and Onerous Causes
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

ROS15633

Securities

There are no entries.

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Section D

ROS15633

Burdens

Number of Burdens: 8

Burden 1 Preamble

Disposition by Trustee of Marriage Contract of Edward Baskerville Mackenzie and another to the Forestry Commissioners and their successors and assignees, recorded G.R.S. (Ross & Cromarty) 12 Jul. 1940, of 302 acres, contains the following burdens:

Burden 2 Preamble

Disposition by Trustees of Marriage Contract Edward Baskerville Mackenzie and another to Peter William McCallum and his heirs and assignees, recorded G.R.S. (Ross & Cromarty) 17 Feb. 1949, of 3560 acres, of which the subjects in this Title form part, contains the following burdens:

Burden 3 Preamble

Disposition by Inverness Building Society (hereinafter referred to as "the Society") to Ronald Macdonell and his heirs and assignees, recorded G.R.S. (Ross & Cromarty) 9 Apr. 1965, of (First) 3.625 acres, (Second) 3.455 acres, and (Third) the solum of the River Blackwater ex adverso said pieces of ground as far as the medium filum of the said River, of which the subjects in this Title form part, contains the following burdens:

Burden 4 Preamble

Disposition by Partners and Trustees for the Firm of McPherson Gunn Enterprises to Gillian Jane Arnell and her executors, assignees and disponees, registered 12 Dec. 2003, of Inchbae Lodge Hotel, Garve, being the subjects registered under Title Number ROS1226, of which the subjects in this Title form part, contains inter alia the following reservations and burdens:

Burden 5 Preamble

Deed of Restriction containing Servitude registered 08 Oct.2010 by THE ROYAL BANK OF SCOTLAND plc. At the request of THE FIRM of INCHBAE HOTEL, and ANTHONY DAVID BISHOP and RITA ANNE BISHOP the Partners and trustees of the said firm of ALL and WHOLE that plot or area extending to 0.46 hectare or thereby at Inchbar, Garve Ross-shire all as shown red on the Supplementary Plan to the Title Plan ("the Released Subjects") of which the subjects in this Title form part, which Released Subjects form part and portion of the Subjects registered under ROS1226 (which subjects under exception of the Released subjects are hereinafter referred to as "the Security subjects") but providing always that there is granted to the said Firm of The Inchbae Hotel and the said Anthony David Bishop and Rita Anne Bishop the Partners and Trustees thereof, as heritable proprietors of the Released Subjects the following:

Burden 6 Preamble

Disposition by Anthony David Bishop and Rita Anne Bishop as Partners of and Trustees for the Firm of Inchbae Lodge Hotel to Rita Anne Bishop and her executors and assignees, registered 9 Apr. 2013, of Woodend Cottage, Inchbae, Garve, being the subjects registered under Title Number ROS14932, contains inter alia the following servitudes:

Burden 7 Preamble

Disposition by Anthony David Bishop and Rita Anne Bishop to said Rita Anne Bishop and her assignees, registered 4 Feb 2014, of subjects plot 6 Log Cabin, Garve being the subjects in this Title, contains the following real burdens and servitudes;

Burden 8 Preamble

Explanatory Note:

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

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Full Burdens**Burden 1**

Disposition by Trustee of Marriage Contract of Edward Baskerville Mackenzie and another to the Forestry Commissioners and their successors and assignees, recorded G.R.S. (Ross & Cromarty) 12 Jul. 1940, of 302 acres, contains the following burdens:

All existing right of access to and egress from the subjects hereby disposed and the existing water and drainage rights with the exception of the existing water supply to Inchbae House and Offices, the reservoir on the area of ground hereby disposed and also the pipe lines by which the water is conveyed to the said reservoir and from said reservoir to Inchbae House and Offices through the area of ground all as indicated on the Map with right of access at all times thereto over the said area of ground in favour of me as trustee foresaid and my successors as proprietor or proprietors for the time of said Inchbae House and Offices for the purpose of inspecting, repairing, renewing and generally keeping the same in good condition and repair upon payment to my said disponees or their foresaids of such damage as may be thereby occasioned as the same filing agreement shall be ascertained by arbitration; But declaring that my said disponees shall take all reasonable precautions to avoid interference with the said supply and works but nevertheless they shall be under no liability for any effect on or

interference with the said water supply, reservoir or pipes or other works as a result, either directly or indirectly, of their forestry operations, and that I as trustee foresaid and my successors shall be bound to leave the surface of any ground affected by maintenance works in a level condition to the satisfaction of my said disponees.

Together also with a right of access to and egress from the said area of ground hereby disposed for all purposes along the road leading to Strath Rannoch, I as trustee foresaid and my said disponees by acceptance hereof being bound to share equally between us the cost of all ordinary repairs required to keep the said road so far as it extends along the western boundary of the said area of ground hereby disposed in a proper state but in the event of any extraordinary damage being done to said road then the party responsible for same shall bear the cost of the necessary repairs.

Note: Only a monochrome copy of the plan annexed to the foregoing deed has been submitted to the Keeper, therefore the various colour references thereon cannot be determined in relation to the subjects in this Title.

Burden 2

Disposition by Trustees of Marriage Contract Edward Baskerville Mackenzie and another to Peter William McCallum and his heirs and assignees, recorded G.R.S. (Ross & Cromarty) 17 Feb. 1949, of 3560 acres, of which the subjects in this Title form part, contains the following burdens:

With a joint right to use the road leading from the main high road at Inchbae up to the northern boundary of the subjects hereby disposed the upkeep and maintenance of which road from the said high road to said boundary shall be shared equally between the proprietors interested therein, and which obligation for joint upkeep and maintenance is hereby declared to be a real burden affecting the subjects hereby disposed.

Burden 3

Disposition by Inverness Building Society (hereinafter referred to as "the Society") to Ronald Macdonell and his heirs and assignees, recorded G.R.S. (Ross & Cromarty) 9 Apr. 1965, of (First) 3.625 acres, (Second) 3.455 acres, and (Third) the solum of the River Blackwater ex adverso said pieces of ground as far as the medium filum of the said River, of which the subjects in this Title form part, contains the following burdens:

Reserving to us and our successors as proprietors of Inchbae Cottage and others jointly with the proprietors of the subjects hereby disposed the existing pipes and connections carrying the water supply through or under the said piece of ground (First) hereby disposed to Inchbae cottage and others: Declaring that (a) the cost of maintaining and repairing the said existing water supply system from its origin to the point within the said piece of ground (First) hereby disposed where it divides into two pipes carrying the supply to Inchbae Lodge and to Inchbae Cottage and others respectively shall be borne mutually by the said Ronald Macdonell and his successors as proprietors of Inchbae Lodge on the one hand and us and our successors as proprietors of Inchbae Cottage and others on the other in proportion to the ratio of the respective Rateable Values of Inchbae Lodge and Inchbae Cottage and others, (b) the said

Ronald Macdonell and his successors shall be entitled if and when he or they so wish and on his or their obtaining any necessary authority from the Secretary of State for Scotland for his successors as proprietors of the ground to the North-East of the public road leading from Garve to Ullapool in which the said water supply has its origin and through which it passes, to improve the supply by laying a new supply pipe from the origin of the supply to Inchbae Lodge and in that event the said Ronald Macdonell shall connect the new supply pipe to the pipe serving Inchbae Cottage and others all at the point to be agreed between us at or near the Western boundary of the subjects (First) hereby disposed, there being reserved to me and my foresaids a right of access to the said subjects (First) disposed for the purpose of inspecting, improving, maintaining and repairing the said pipe serving the said Inchbae Cottage and others in so far as the same is not mutually maintained, and all at his or their expense, and (c) the cost of maintaining and repairing such new water supply pipe from its origin to the said point at the said Western boundary shall be borne mutually as aforesaid.

Burden 4

Disposition by Partners and Trustees for the Firm of McPherson Gunn Enterprises to Gillian Jane Arnell and her executors, assignees and disponees, registered 12 Dec. 2003, of Inchbae Lodge Hotel, Garve, being the subjects registered under Title Number ROS1226, of which the subjects in this Title form part, contains inter alia the following reservations and burdens:

The following are reserved heritable and irredeemable servitude rights benefiting subjects lying to the east of the subjects in this Title registered under ROS7921 (hereinafter referred to as "the retained subjects"):- (b) to install, use, maintain and renew with all necessary rights of access therefor such pipes, cables and other service media, together with all necessary connections and apparatus relative thereto, as are required to enable the connection of the retained subjects into any existing or future mains of water, sewerage, electricity, telephone and other such utilities or services provided that no rights are given or reserved for connecting the retained subjects into the existing private supplies of water serving the subjects hereby disposed with the retained subjects proprietors being responsible for a share of the maintenance, repair and renewal of any such mutual pipes, cables and other service media according to user; Declaring that the whole servitude rights hereinbefore reserved to the retained proprietors are reserved strictly on the basis that the retained subjects are used for the erection thereon of a single private dwellinghouse and relative outbuildings with any further or other use of the retained subjects (including without prejudice to the foresaid generalities the erection of any further dwellinghouse or any commercial use) being strictly prohibited and in the event that the retained subjects are used for any such further or other use then the whole servitude rights hereby reserved shall be extinguished forthwith without the requirement of a declarator or other instrument of law; Further declaring that if agreement cannot be reached on the most appropriate route and siting of said pipes, cables and others, then the matter shall be determined by two Arbiters mutually chosen or by an oversman to be named by the said Arbiters in case of their differing in opinion, and Declaring further that the retained subjects proprietors shall be responsible for making good all damage occasioned by the exercise of the foregoing servitude rights as such damage shall, failing agreement, shall be determined by arbitration as aforesaid.

Burden 5

Deed of Restriction containing Servitude registered 08 Oct.2010 by THE ROYAL BANK OF SCOTLAND plc. At the request of THE FIRM of INCHBAE HOTEL, and ANTHONY DAVID BISHOP and RITA ANNE BISHOP the Partners and trustees of the said firm of ALL and WHOLE that plot or area extending to 0.46 hectare or thereby at Inchbar, Garve Ross-shire all as shown red on the Supplementary Plan to the Title Plan ("the Released Subjects") of which the subjects in this Title form part, which Released Subjects form part and portion of the Subjects registered under ROS1226 (which subjects under exception of the Released subjects are hereinafter referred to as "the Security subjects") but providing always that there is granted to the said Firm of The Inchbae Hotel and the said Anthony David Bishop and Rita Anne Bishop the Partners and Trustees thereof, as heritable proprietors of the Released Subjects the following;

(One)

A heritable and irredeemable servitude right of access for pedestrian and vehicular traffic over and across the access shown coloured yellow on the said supplementary plan;

(Two)

All necessary heritable and irredeemable servitudes in, through, over and under the area of ground shown delineated in red and coloured orange on the said supplementary plan for the purposes of creating a new water bore hole and thereafter taking a water supply to the Released Subjects, together with a right of access on all necessary occasions for the purposes of inspection, maintenance, repair and renewal thereof and

(Three)

All necessary heritable and irredeemable servitudes in, through, over and under the Security Subjects to lay, connect, use, inspect, maintain, repair and renew all pipes, cables, transmitters and others for services (including without prejudice to the said generality septic tanks, soakaways and other drainage systems, foul and surface water drainage, water electricity and telephones) which may be required so serve the Released Subjects and the proposed private dwellinghouse to be erected thereon together with a right of access on all necessary occasions for the purpose of inspection, maintenance, repair, replacement and renewal thereof;

Note: A copy of the plan annexed to the above Deed of Restriction is included in this Title Sheet as a Supplementary Plan to the Title Plan.

Burden 6

Disposition by Anthony David Bishop and Rita Anne Bishop as Partners of and Trustees for the Firm of Inchbae Lodge Hotel to Rita Anne Bishop and her executors and assignees, registered 9 Apr. 2013, of Woodend Cottage, Inchbae, Garve, being the subjects registered under Title Number ROS14932, contains inter alia the following servitudes:

PART I Interpretation

"the retained property" means the subjects registered under ROS1226 of which the subjects in this Title form part.

"the disposed property" means the subjects hereby disposed.

"the disponent" means the foresaid Firm of Inchbae Lodge Hotel and Anthony David Bishop and Rita Anne Bishop, the Partners and Trustees thereof and their successors as proprietors of the retained property.

"the disponent" means the foresaid Rita Anne Bishop and her successors as proprietors of the disposed property.

PART IV Servitudes benefiting the disposed property and affecting the retained property

(E) All necessary servitudes in, through, over and under the retained property, subject to reasonable prior notice (except in case of an emergency) for the installation, inspection, maintenance, repair and renewal of the drainage system, electricity cables, poles and conductors, water mains, connection pipes and other appurtenances and all telephone cables, connectors and other service media which may lie within the boundaries of the retained property and serving the disposed property, together with a right of access on all necessary occasions for the purpose of inspection, maintenance, repair and renewal thereof, subject to an obligation to reinstate any damage caused in the exercise of such rights.

Burden 7

Disposition by Anthony David Bishop and Rita Anne Bishop to said Rita Anne Bishop and her assignees, registered 4 Feb 2014, of subjects plot 6 Log Cabin, Garve being the subjects in this Title, contains the following real burdens and servitudes;

Part I Interpretation

"the retained property" means the subjects known as and forming Inchbae Lodge Guesthouse (formerly Inchbae Lodge Hotel), Garve registered under ROS1226 under exception of the disposed property

"the disposed property" means the subjects in this Title.

"the disponent" means the foresaid Anthony David Bishop and Rita Anne Bishop, and their successors as proprietors of the retained property.

"the disponent" means the foresaid Rita Anne Bishop and her successors as proprietors of the disposed property.

"the access" means the access tinted blue on the said plan.

Part II Real burdens benefiting the retained property and affecting the disposed property

(A) In respect of the servitude rights (E) specified in Part IV hereof said rights shall be exercised in such a way so as to cause minimum disruption to the disponent and further shall be subject to the disponent making good any damage caused as a result of the exercise of such right.

(B) In respect of the servitude right of access (F) specified in Part V hereof the disponee shall not cause or allow to be caused any obstruction to the said access by any party and further the disponee shall be responsible for a share of maintenance of the access on a user basis.

Part III real burdens benefiting the disposed property and affecting the retained property

(C) In respect of the servitude rights (G) specified in part V hereof said rights shall be exercised in such a way so as to cause minimum disruption to the disponee.

(D) the disponent shall be responsible for a share of maintenance of the access on a user basis.

Part IV Servitudes benefiting the disposed property and affecting the retained property

(E) All necessary servitudes in, through, over and under the retained property, subject to reasonable prior notice (except in case of an emergency) for the installation, inspection, maintenance, repair and renewal of the drainage system, electricity cables, poles and conductors, water mains, connection pipes and other appurtenances and all telephone cables, connectors and other service media (including without prejudice to the said generality septic tanks, soakaways and other drainage systems, foul and surface water drainage) which may lie within the boundaries of the retained property and serving the disposed property, together with a right of access on all necessary occasions for the purpose of inspection, maintenance, repair and renewal thereof, subject to an obligation to reinstate any damage caused in the exercise of such rights.

(F) A servitude of pedestrian and vehicular access in favour of the disponee over the access.

Part V Servitudes benefiting the retained property and affecting the disposed property

(G) All necessary servitudes in, through, over and under the disposed property, subject to reasonable prior notice (except in case of an emergency) for the inspection, maintenance, repair and renewal of the drainage system, electricity cables, poles and conductors, water mains, connection pipes and other appurtenances and all telephone cables, connectors and other service media (including without prejudice to the said generality septic tanks, soakaways and other drainage systems, foul and surface water drainage) which may lie within the boundaries of the disposed property and serving the retained property, together with a right of access on all necessary occasions for the purpose of inspection, maintenance, repair and renewal thereof, subject to an obligation to reinstate any damage caused in the exercise of such rights.

Burden 8

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. This is notwithstanding any additional information that may have been disclosed by the Keeper in respect of those properties.



Request Number	5340807ROS
Report Number	PRR0501340807ROS
Previous Report Number	N/A
Subjects	INCHBAE LODGE GUESTHOUSE, GARVE IV232PH

Part 1 Suitability of Submitted Plan and/or Bounding Description for Registration

The submitted plan and/or bounding description meets the Keepers requirements for registration

If the plan submitted is a new plan prepared for use with the deed inducing registration, you should satisfy yourself that the subjects depicted thereon accurately reflect the legal title to the property as narrated in the prior title deeds.

Please be aware there is an issue with the extent as defined in the submitted deed/ plan which would cause rejection at Registration Stage if left unresolved.
Please see Part 3 for details.

Part 2 Comparison with the Ordnance Survey (OS) Map

The boundaries of the subjects coincide with those on the OS Map.

The subjects shown on your plan have been tinted pink and blue on the attached extract from the OS map.

The boundaries depicted on your plan are not fully defined on the OS map. This may be as a result of a number of factors:

- No physical feature may exist for the boundaries in question.
- The OS map may not reflect the current position of features as they exist on the ground.
- Boundary features may fall out with the criteria for referencing on the OS map.

Part 3 Exclusive Registered Areas Which Compete with the Subjects

The subjects are partly affected by existing exclusive registered Areas

The area tinted pink has been registered under Cadastral Unit: ROS1226.
The area tinted blue has been registered under Cadastral Unit: ROS7921.
If left unresolved this will cause rejection at First Registration stage

Please consult ScotLIS or contact Customer Services if you require a copy of this Title.
customer.services@ros.gov.uk

For information on rectifying inaccuracies in the land register please consult our knowledge base -
<https://kb.ros.gov.uk/land-and-property-registration/inaccuracies-and-compensation/inaccuracy-and-rectification>

Part 4 Shared Registered Areas Which Affect the Subjects

The subjects are not affected by any existing shared registered areas

Part 5 Additional Registered Interests Which Affect the Subjects

Additional Registered Interests

The following Cadastral Units affect the subjects:

- ROS15633, ROS26629, ROS1226, & ROS14932 (Burdens)

Please consult ScotLIS or contact Customer Services if you require further information of this Cadastral Unit.
customer.services@ros.gov.uk



LAND REGISTER OF SCOTLAND



Survey scale 1:10000

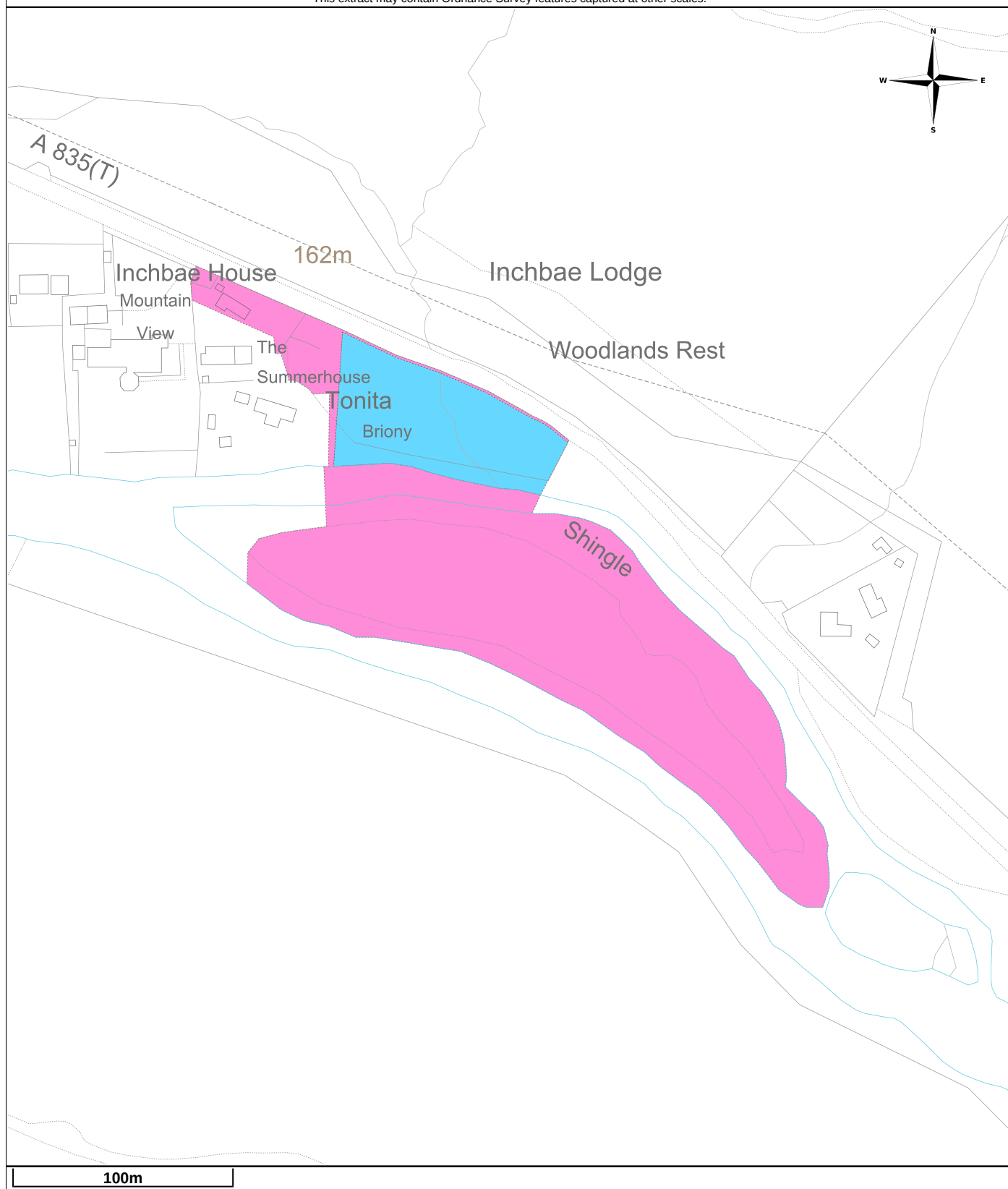
Print scale 1:2500 @ A4

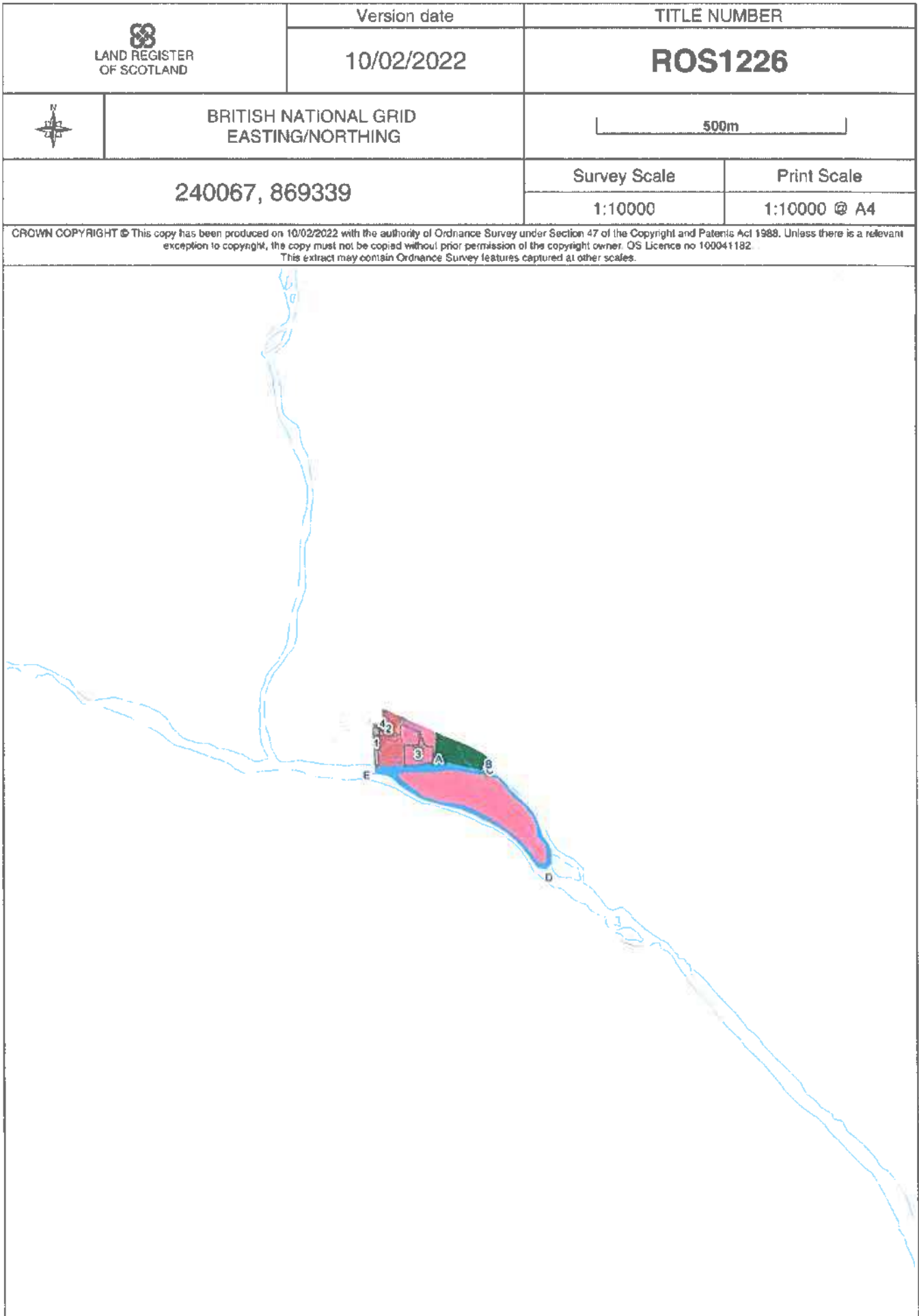
20/06/2023

REQUEST NUMBER 5340807ROS

240011 868971 240470 869499

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This extract may contain Ordnance Survey features captured at other scales.





LAND REGISTER
OF SCOTLAND

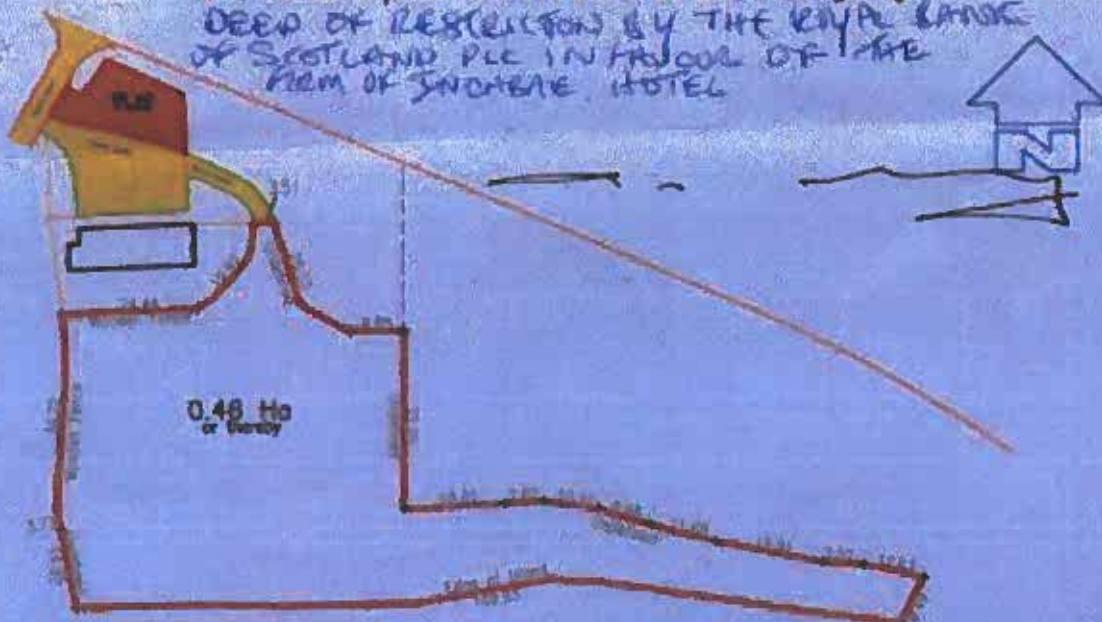
Officer's ID/Date

5100
29/8/2014

Title Number

ROS1226

This is the plan referred to in the foregoing
DEED OF RESTRICTION BY THE ROYAL LANDS
OF SCOTLAND PLC IN FAVOUR OF THE
FIRM OF INCHHOE HOTEL



Plan prepared by



Property & Land Surveys (P&LS) Ltd
Floors Lodge, Alhais Court
DUNDEE
DD1 1SH

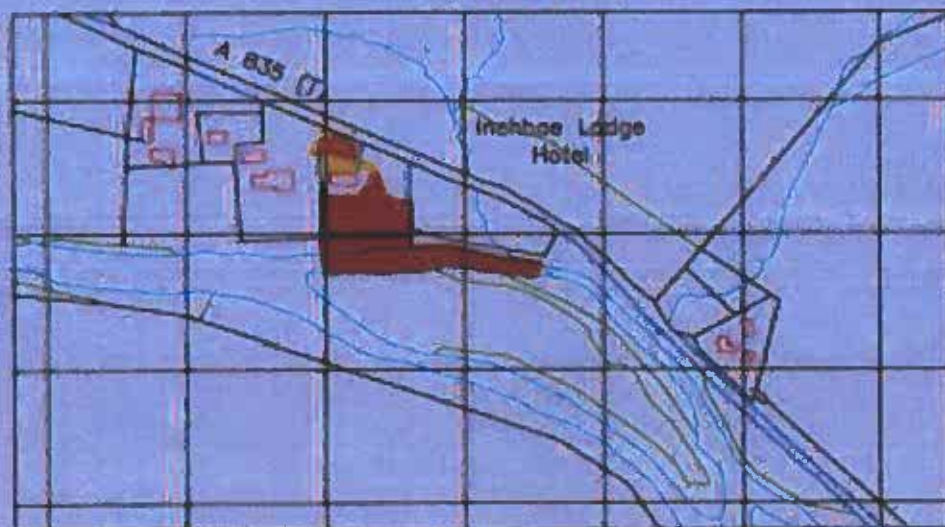


Scale 1:1250

23rd July 2010
Job 702201c

Andrew Binney
Business Manager
RBS Warrington
584157

Location Plan (Scale 1:5000)



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NOTE: This copy is a reduction
of the original plan.

SUPPLEMENTARY PLAN 1
TO THE TITLE PLAN

Original at A4

For Plan
Roy
Shetland
Manager

RBS



Title Information: ROS1226

Search summary

Date/Time of search	30-01-2023 11:53:02
Transaction number	SCO-13423531
User Reference	

Section A**ROS1226**

Property

Date of first registration	12-12-2003
Date title sheet updated to	24-01-2022
Hectarage Code	3.8
Real Right	OWNERSHIP
Map Reference	NH46NW
Title Number	ROS1226
Cadastral Unit	ROS1226
Sasine Search	<u>7791</u>
Property address	INCHBAE LODGE GUESTHOUSE, GARVE IV232PH

Description	Subjects cadastral unit ROS1226 INCHBAE LODGE GUESTHOUSE, GARVE IV23 2PH tinted pink and yellow on the cadastral map being 3.79 hectares in measurement on the Ordnance Map; with the solum of that part of the River Blackwater tinted blue on the said cadastral map, being 3.9 hectares in measurement on the Ordnance Map. Together with (One) the rights contained in the Disposition in Entry 1 of the Burdens Section; (Two) a right to use for the water supply of the subjects in this Title jointly with the proprietors of the subjects comprising the dwellinghouse known as Inchbae Cottage and the steading adjacent thereto the whole existing water supply system having its origin in ground to the North East of the public road leading from Garve to Ullapool and serving both Inchbae Lodge and Inchbae Cottage and others; (Three) the servitudes specified in Part V of the Dispositions in Entries 6 and 7 of the Burdens Section; and (Four) the servitudes specified in Part III of the Disposition in Entry 8 of the Burdens Section; Together also with the subsisting rights to real burdens specified in the Schedule below.
--------------------	---

Notes	1. The parts edged and numbered in green on the cadastral map have been removed from this Title. 2. The boundary between the points lettered A - B in blue on the cadastral map is the north bank of the River Blackwater, while the boundary between the points C-D-E is the medium filum of said river. 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.
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Schedule of Particulars Relative to Subsisting Rights to Real Burdens

Entry No	Benefited Property	Real Burdens	Burdened Property
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Entry No	Benefited Property	Real Burdens	Burdened Property
1	Subjects in this Title	Part II of Disposition to Rita Anne Bishop, registered 9 Apr. 2013, specified in Entry 6 of the Burdens Section	Woodend Cottage, Inchbae, Garve edged and numbered 1 and 2 in green on the cadastral map, registered under Title Number ROS14932
2	subjects in this Title	Part II of Disposition to Rita Anne Bishop, registered 4 Feb. 2014, specified in Entry 7 of the Burdens Section.	Plot 6 Log Cabin, Garve edged and numbered 3 in green on the cadastral map, registered under ROS15633
3	subjects in this Title	Disposition to Matthew Robert Laidlaw and Amanda Louise Laidlaw, registered 21 Dec. 2021, specified in Entry 8 of the Burdens Section.	Wyvis View, Garve edged and numbered 4 in green on the cadastral map, registered under Title Number ROS26629

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Section B

ROS1226

Proprietorship

ANTHONY DAVID BISHOP and RITA ANNE BISHOP spouses, Briony, Inchbae, Garve, IV23 2PG
equally between them and the survivor of them.

Entry number	1
Date of registration	26-10-2004
Date of Entry	23-09-2004
Consideration	£345,000

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Section C

Securities

ROS1226

Entry number	1
Specification	Standard Security by said ANTHONY DAVID BISHOP and RITA ANNE BISHOP to FOLK NOMINEE LIMITED, incorporated and registered in England and Wales (Company Number 09939972), and having its Registered Office at Number One Business Centre, Western Road, Launceston, Cornwall, PL15 7FJ as Security Trustee over that part of the subjects in this Title hatched brown and edged blue on the cadastral map.
Date of registration	23-12-2021

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Section D

ROS1226

Burdens

Number of Burdens: 9

Burden 1 Preamble

Disposition by Trustee of Marriage Contract of Edward Baskerville Mackenzie and another to the Forestry Commissioners and their successors and assignees, recorded G.R.S. (Ross & Cromarty) 12 Jul. 1940, of 302 acres, contains the following burdens:

Burden 2 Preamble

Disposition by Trustees of Marriage Contract Edward Baskerville Mackenzie and another to Peter William McCallum and his heirs and assignees, recorded G.R.S. (Ross & Cromarty) 17 Feb. 1949, of 3560 acres, of which the subjects in this Title form part, contains the following burdens:

Burden 3 Preamble

Disposition by Inverness Building Society (hereinafter referred to as "the Society") to Ronald Macdonell and his heirs and assignees, recorded G.R.S. (Ross & Cromarty) 9 Apr. 1965, of (First) 3.625 acres, (Second) 3.455 acres, and (Third) the solum of the River Blackwater ex adverso said pieces of ground as far as the medium filum of the said River, of which the subjects in this Title form part, contains the following burdens:

Burden 4 Preamble

Disposition by Partners and Trustees for the Firm of McPherson Gunn Enterprises to Gillian Jane Arnell and her executors, assignees and disponees, registered 12 Dec. 2003, of the subjects in this Title, contains the following reservations and burdens:

Burden 5 Preamble

Deed of Restriction, registered 8 Oct. 2010, by The Royal Bank of Scotland plc, at the request of the Firm of Inchbae Hotel and Anthony David Bishop and Rita Anne Bishop as Partners and Trustees of the said Firm, proprietors of the subjects registered under Title Number ROS1226, disburdens of a Standard Security 0.46 hectare of ground at Inchbae, Garve shown delineated in red on the plan annexed hereto ("the Released Subjects"), which Released Subjects form part and portion of the subjects registered under Title Number ROS1226 (which subjects under exception of the Released Subjects are hereinafter referred to as "the Security Subjects"), and contains servitudes in the following terms:

Burden 6 Preamble

Disposition by Anthony David Bishop and Rita Anne Bishop as Partners of and Trustees for the Firm of Inchbae Lodge Hotel to Rita Anne Bishop and her executors and assignees, registered 9 Apr. 2013, of Woodend Cottage, Inchbae, Garve edged and numbered 1 and 2 in green on the cadastral map, being the subjects registered under Title Number ROS14932, contains the following real burdens and servitudes:

Burden 7 Preamble

Disposition by Anthony David Bishop and Rita Anne Bishop to said Rita Anne Bishop and her assignees, registered 4 Feb. 2014, of subjects plot 6 Log Cabin, Garve, being the subjects edged and numbered 3 in green on the cadastral map and registered under Title Number ROS15633, contains the following real burdens and servitudes;

Burden 8 Preamble

Disposition by Anthony David Bishop and Rita Anne Bishop to Matthew Robert Laidlaw and Amanda Louise Laidlaw and their assignees, disponees and executors, registered 21 Dec. 2021, of Wyvis View, Garve, being the subjects edged and numbered 4 in green on the cadastral map and registered under Title Number ROS26629, contains the following real burdens and servitudes:

Burden 9 Preamble

Explanatory Note:

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Full Burdens

Burden 1

Disposition by Trustee of Marriage Contract of Edward Baskerville Mackenzie and another to the Forestry Commissioners and their successors and assignees, recorded G.R.S. (Ross & Cromarty) 12 Jul. 1940, of 302 acres, contains the following burdens:

All existing right of access to and egress from the subjects hereby disposed and the existing water and drainage rights with the exception of the existing water supply to Inchbae House and Offices, the reservoir on the area of ground hereby disposed and also the pipe lines by which the water is conveyed to the said reservoir and from said reservoir to Inchbae House and

Offices through the area of ground all as indicated on the Map with right of access at all times thereto over the said area of ground in favour of me as trustee foresaid and my successors as proprietor or proprietors for the time of said Inchbae House and Offices for the purpose of inspecting, repairing, renewing and generally keeping the same in good condition and repair upon payment to my said disponees or their foresaids of such damage as may be thereby occasioned as the same filing agreement shall be ascertained by arbitration; But declaring that my said disponees shall take all reasonable precautions to avoid interference with the said supply and works but nevertheless they shall be under no liability for any effect on or interference with the said water supply, reservoir or pipes or other works as a result, either directly or indirectly, of their forestry operations, and that I as trustee foresaid and my successors shall be bound to leave the surface of any ground affected by maintenance works in a level condition to the satisfaction of my said disponees.

Together also with a right of access to and egress from the said area of ground hereby disposed for all purposes along the road leading to Strath Rannoch, I as trustee foresaid and my said disponees by acceptance hereof being bound to share equally between us the cost of all ordinary repairs required to keep the said road so far as it extends along the western boundary of the said area of ground hereby disposed in a proper state but in the event of any extraordinary damage being done to said road then the party responsible for same shall bear the cost of the necessary repairs.

Note: Only a monochrome copy of the plan annexed to the foregoing deed has been submitted to the Keeper, therefore the various colour references thereon cannot be determined in relation to the subjects in this Title.

Burden 2

Disposition by Trustees of Marriage Contract Edward Baskerville Mackenzie and another to Peter William McCallum and his heirs and assignees, recorded G.R.S. (Ross & Cromarty) 17 Feb. 1949, of 3560 acres, of which the subjects in this Title form part, contains the following burdens:

With a joint right to use the road leading from the main high road at Inchbae up to the northern boundary of the subjects hereby disposed the upkeep and maintenance of which road from the said high road to said boundary shall be shared equally between the proprietors interested therein, and which obligation for joint upkeep and maintenance is hereby declared to be a real burden affecting the subjects hereby disposed.

Burden 3

Disposition by Inverness Building Society (hereinafter referred to as "the Society") to Ronald Macdonell and his heirs and assignees, recorded G.R.S. (Ross & Cromarty) 9 Apr. 1965, of (First) 3.625 acres, (Second) 3.455 acres, and (Third) the solum of the River Blackwater ex adverso said pieces of ground as far as the medium filum of the said River, of which the subjects in this Title form part, contains the following burdens:

Reserving to us and our successors as proprietors of Inchbae Cottage and others jointly with the proprietors of the subjects hereby disposed the existing pipes and connections carrying the

water supply through or under the said piece of ground (First) hereby disposed to Inchbae cottage and others: Declaring that (a) the cost of maintaining and repairing the said existing water supply system from its origin to the point within the said piece of ground (First) hereby disposed where it divides into two pipes carrying the supply to Inchbae Lodge and to Inchbae Cottage and others respectively shall be borne mutually by the said Ronald Macdonell and his successors as proprietors of Inchbae Lodge on the one hand and us and our successors as proprietors of Inchbae Cottage and others on the other in proportion to the ratio of the respective Rateable Values of Inchbae Lodge and Inchbae Cottage and others, (b) the said Ronald Macdonell and his successors shall be entitled if and when he or they so wish and on his or their obtaining any necessary authority from the Secretary of State for Scotland for his successors as proprietors of the ground to the North-East of the public road leading from Garve to Ullapool in which the said water supply has its origin and through which it passes, to improve the supply by laying a new supply pipe from the origin of the supply to Inchbae Lodge and in that event the said Ronald Macdonell shall connect the new supply pipe to the pipe serving Inchbae Cottage and others all at the point to be agreed between us at or near the Western boundary of the subjects (First) hereby disposed, there being reserved to me and my foresaids a right of access to the said subjects (First) disposed for the purpose of inspecting, improving, maintaining and repairing the said pipe serving the said Inchbae Cottage and others in so far as the same is not mutually maintained, and all at his or their expense, and (c) the cost of maintaining and repairing such new water supply pipe from its origin to the said point at the said Western boundary shall be borne mutually as aforesaid.

Burden 4

Disposition by Partners and Trustees for the Firm of McPherson Gunn Enterprises to Gillian Jane Arnell and her executors, assignees and disponees, registered 12 Dec. 2003, of the subjects in this Title, contains the following reservations and burdens:

The following are reserved heritable and irredeemable servitude rights benefiting the area of ground tinted green on the cadastral map (hereinafter referred to as "the retained subjects"):- (a) of access to and egress from the Ullapool to Garve public road for pedestrian and vehicular traffic over both the car park serving the subjects hereby disposed as well as over a track to be formed at the expense of the retained subjects proprietors not exceeding three metres and seventy centimetres in width the position of which track is shown tinted yellow on the cadastral map, subject to our said disponent and her foresaids contributing to the maintenance, repair and renewal of said access track according to user; and (b) to install, use, maintain and renew with all necessary rights of access therefor such pipes, cables and other service media, together with all necessary connections and apparatus relative thereto, as are required to enable the connection of the retained subjects into any existing or future mains of water, sewerage, electricity, telephone and other such utilities or services provided that no rights are given or reserved for connecting the retained subjects into the existing private supplies of water serving the subjects hereby disposed with the retained subjects proprietors being responsible for a share of the maintenance, repair and renewal of any such mutual pipes, cables and other service media according to user; Declaring that the whole servitude rights hereinbefore reserved to the retained proprietors are reserved strictly on the basis that the retained subjects are used for the erection thereon of a single private dwellinghouse and relative outbuildings with any further or other use of the retained subjects (including without prejudice to the foresaid generalities the erection of any further dwellinghouse or any commercial use) being strictly

prohibited and in the event that the retained subjects are used for any such further or other use then the whole servitude rights hereby reserved shall be extinguished forthwith without the requirement of a declarator or other instrument of law; Further declaring that if agreement cannot be reached on the most appropriate route and siting of said pipes, cables and others, then the matter shall be determined by two Arbiters mutually chosen or by an oversman to be named by the said Arbiters in case of their differing in opinion, and Declaring further that the retained subjects proprietors shall be responsible for making good all damage occasioned by the exercise of the foregoing servitude rights as such damage shall, failing agreement, shall be determined by arbitration as aforesaid.

Whereas we and our foresaids as the retained subjects proprietors shall be solely responsible for erecting boundary fences and a gate separating the retained subjects from the subjects of sale, after erection the fences and gate shall become mutual property with the future maintenance, repair and renewal thereof shall be carried out at the joint and equal expense of the retained subjects proprietors and our said disponee and her foresaids.

Burden 5

Deed of Restriction, registered 8 Oct. 2010, by The Royal Bank of Scotland plc, at the request of the Firm of Inchbae Hotel and Anthony David Bishop and Rita Anne Bishop as Partners and Trustees of the said Firm, proprietors of the subjects registered under Title Number ROS1226, disburdens of a Standard Security 0.46 hectare of ground at Inchbae, Garve shown delineated in red on the plan annexed hereto ("the Released Subjects"), which Released Subjects form part and portion of the subjects registered under Title Number ROS1226 (which subjects under exception of the Released Subjects are hereinafter referred to as "the Security Subjects"), and contains servitudes in the following terms:

Providing always that there is granted to the said Firm of The Inchbae Hotel and the said Anthony David Bishop and Rita Anne Bishop the Partners and Trustees thereof, as heritable proprietors of the Released Subjects:-

(One) a heritable and irredeemable servitude right of access for pedestrian and vehicular traffic over and across the access shown coloured yellow on the said plan;

(Two) all necessary heritable and irredeemable servitudes in, through, over and under the area of ground shown delineated in red and coloured orange on the said plan for the purposes of creating a new water bore hole and thereafter taking a water supply to the Released Subjects, together with a right of access on all necessary occasions for the purposes of inspection, maintenance, repair and renewal thereof; and

(Three) all necessary heritable and irredeemable servitudes in, through, over and under the Security Subjects to lay, connect, use, inspect, maintain, repair and renew all pipes, cables, transmitters and others for services (including without prejudice to the said generality septic tanks, soakaways and other drainage systems, foul and surface water drainage, water electricity and telephones) which may be required so serve the Released Subjects and the proposed private dwellinghouse to be erected thereon together with a right of access on all necessary occasions for the purpose of inspection, maintenance, repair, replacement and renewal thereof;

Note: A copy of the plan annexed to the foregoing Deed of Restriction is incorporated as supplementary data to the title sheet headed ROS1226 and stamped **SUPPLEMENTARY PLAN 1 TO THE TITLE PLAN** in terms of section 10(3)(a) and 11(1)(a) and (8) of the Land Registration etc. (Scotland) Act 2012.

Burden 6

Disposition by Anthony David Bishop and Rita Anne Bishop as Partners of and Trustees for the Firm of Inchbae Lodge Hotel to Rita Anne Bishop and her executors and assignees, registered 9 Apr. 2013, of Woodend Cottage, Inchbae, Garve edged and numbered 1 and 2 in green on the cadastral map, being the subjects registered under Title Number ROS14932, contains the following real burdens and servitudes:

PART I Interpretation

"the retained property" means the subjects in this Title.

"the disposed property" means the subjects hereby disposed.

"the disponent" means the foresaid Firm of Inchbae Lodge Hotel and Anthony David Bishop and Rita Anne Bishop, the Partners and Trustees thereof and their successors as proprietors of the retained property.

"the disponent" means the foresaid Rita Anne Bishop and her successors as proprietors of the disposed property.

"the access" means the access hatched yellow on the cadastral map.

PART II Real burdens benefiting the retained property and affecting the disposed property

(A) In respect of the servitude rights (E) specified in Part IV hereof said rights shall be exercised in such a way so as to cause minimum disruption to the disponent and further shall be subject to the disponent making good any damage caused as a result of the exercise of such right.

(B) In respect of the servitude right of access (F) specified in Part V hereof the disponent shall not cause or allow to be caused any obstruction to the said access by any party and further the disponent shall be responsible for a share of maintenance of the access on a user basis.

PART III Real burdens benefiting the disposed property and affecting the retained property

(C) In respect of the servitude rights (G) specified in Part V hereof said rights shall be exercised in such a way so as to cause minimum disruption to the disponent.

(D) The disponent shall be responsible for a share of maintenance of the access on a user basis.

PART IV Servitudes benefiting the disposed property and affecting the retained property

(E) All necessary servitudes in, through, over and under the retained property, subject to reasonable prior notice (except in case of an emergency) for the installation, inspection, maintenance, repair and renewal of the drainage system, electricity cables, poles and conductors, water mains, connection pipes and other appurtenances and all telephone cables, connectors and other service media which may lie within the boundaries of the retained property and serving the disposed property, together with a right of access on all necessary occasions for the purpose of inspection, maintenance, repair and renewal thereof, subject to an obligation to reinstate any damage caused in the exercise of such rights.

(F) A servitude of pedestrian and vehicular access in favour of the disponee over the access.

PART V Servitudes benefiting the retained property and affecting the disposed property

(G) All necessary servitudes in, through, over and under the disposed property, subject to reasonable prior notice (except in case of an emergency) for the inspection, maintenance, repair and renewal of the drainage system, electricity cables, poles and conductors, water mains, connection pipes and other appurtenances and all telephone cables, connectors and other service media which may lie within the boundaries of the disposed property and serving the retained property, together with a right of access on all necessary occasions for the purpose of inspection, maintenance, repair and renewal thereof, subject to an obligation to reinstate any damage caused in the exercise of such rights.

Burden 7

Disposition by Anthony David Bishop and Rita Anne Bishop to said Rita Anne Bishop and her assignees, registered 4 Feb. 2014, of subjects plot 6 Log Cabin, Garve, being the subjects edged and numbered 3 in green on the cadastral map and registered under Title Number ROS15633, contains the following real burdens and servitudes;

Part I Interpretation

"the retained property" means the subjects known as and forming Inchbae Lodge Guesthouse (formerly Inchbae Lodge Hotel), Garve being the subjects in this Title

"the disposed property" means the subjects hereby disposed.

"the disponent" means the foresaid Anthony David Bishop and Rita Anne Bishop, and their successors as proprietors of the retained property.

"the disponee" means the foresaid Rita Anne Bishop and her successors as proprietors of the disposed property.

"the access" means the access hatched blue on the cadastral map.

Part II Real burdens benefiting the retained property and affecting the disposed property

(A) In respect of the servitude rights (E) specified in Part IV hereof said rights shall be exercised in such a way so as to cause minimum disruption to the disponent and further shall be subject to

the donee making good any damage caused as a result of the exercise of such right.

(B) In respect of the servitude right of access (F) specified in Part V hereof the donee shall not cause or allow to be caused any obstruction to the said access by any party and further the donee shall be responsible for a share of maintenance of the access on a user basis.

Part III real burdens benefiting the disposed property and affecting the retained property

(C) In respect of the servitude rights (G) specified in part V hereof said rights shall be exercised in such a way so as to cause minimum disruption to the donee.

(D) the donor shall be responsible for a share of maintenance of the access on a user basis.

Part IV Servitudes benefiting the disposed property and affecting the retained property

(E) All necessary servitudes in, through, over and under the retained property, subject to reasonable prior notice (except in case of an emergency) for the installation, inspection, maintenance, repair and renewal of the drainage system, electricity cables, poles and conductors, water mains, connection pipes and other appurtenances and all telephone cables, connectors and other service media (including without prejudice to the said generality septic tanks, soakaways and other drainage systems, foul and surface water drainage) which may lie within the boundaries of the retained property and serving the disposed property, together with a right of access on all necessary occasions for the purpose of inspection, maintenance, repair and renewal thereof, subject to an obligation to reinstate any damage caused in the exercise of such rights.

(F) A servitude of pedestrian and vehicular access in favour of the donee over the access.

Part V Servitudes benefiting the retained property and affecting the disposed property

(G) All necessary servitudes in, through, over and under the disposed property, subject to reasonable prior notice (except in case of an emergency) for the inspection, maintenance, repair and renewal of the drainage system, electricity cables, poles and conductors, water mains, connection pipes and other appurtenances and all telephone cables, connectors and other service media (including without prejudice to the said generality septic tanks, soakaways and other drainage systems, foul and surface water drainage) which may lie within the boundaries of the disposed property and serving the retained property, together with a right of access on all necessary occasions for the purpose of inspection, maintenance, repair and renewal thereof, subject to an obligation to reinstate any damage caused in the exercise of such rights.

Burden 8

Disposition by Anthony David Bishop and Rita Anne Bishop to Matthew Robert Laidlaw and Amanda Louise Laidlaw and their assignees, donees and executors, registered 21 Dec. 2021, of Wyvis View, Garve, being the subjects edged and numbered 4 in green on the cadastral map and registered under Title Number ROS26629, contains the following real burdens and servitudes:

Part I: Interpretation

For the purposes of this Entry, the following expressions shall have the following meanings:-

"the Retained Property" means the subjects in this Title.

"the Disposed Property" means the subjects hereby disposed.

"the Disposer" means the foresaid Anthony David Bishop and Rita Anne Bishop, and their successors as proprietors of the Retained Property.

"the Donee" means the foresaid Matthew Robert Laidlaw and Amanda Louise Laidlaw and their successors as proprietors of the Disposed Property.

"the Access" means the access edged blue on the cadastral map.

Part II: Real Burdens affecting the Disposed Property

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

(One) In respect of the Servitude Right (1) specified in Part V hereof said right shall be exercised in such a way so as to cause minimum disruption to the Disposer and further shall be subject to the Donee making good any damage caused as a result of the exercise of such right.

(Two) the Donee shall be responsible for the maintenance, repair and renewal of any pipes and other services exclusively serving the Disposed Property with all necessary rights of access thereto (acting reasonably) and subject to making good any damage occasioned thereby and without prejudice to the foregoing provision the Donee shall be specifically responsible for maintenance, repair and renewal of the sewerage pipe serving the Disposed Property, following the route from Wyvis View to the manhole which connects the waste pipe of the Retained Property.

(Three) In respect of the Servitude Right (2) specified in Part V hereof the Donee shall not cause or allow to be caused any obstruction to the Access by any party and further the Donee shall be responsible for a share of maintenance of the Access on a user basis.

Part III: Servitudes affecting the Disposed Property

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

(One) All necessary servitudes in, through, over and under the Disposed Property, subject to reasonable prior notice (except in case of an emergency) for the inspection, maintenance, repair and renewal of the drainage system, electricity cables, poles and conductors, water mains, connection pipes and other appurtenances and all telephone cables, connectors and other existing service media (including without prejudice to the said generality septic tanks, soakaways and other drainage systems, foul and surface water drainage) which may presently

lie within the boundaries of the Disposed Property and serving the Retained Property, together with a right of access on all necessary occasions for the purpose of inspection, maintenance, repair and renewal thereof, subject to an obligation to reinstate any damage caused in the exercise of such rights.

Part IV: Real Burdens affecting the Retained Property in favour of the Disposed Property

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

(One) In respect of the Servitude Right (1) specified in part III hereof said right shall be exercised in such a way so as to cause minimum disruption to the Disponee.

(Two) the Disponer shall not cause or allow to be caused any obstruction to the Access by any party and further the Disponee shall be responsible for a share of maintenance of the Access on a user basis.

Part V Servitudes affecting the Retained Property

The following servitudes as imposed on the Retained Property in favour of the Disposed Property:

(One) All necessary servitudes in, through, over and under the Retained Property, subject to reasonable prior notice (except in case of an emergency) for the installation, inspection, maintenance, repair and renewal of the drainage system, electricity cables, poles and conductors, water mains, connection pipes and other appurtenances and all telephone cables, connectors and other existing service media (including without prejudice to the said generality septic tanks, soakaways and other drainage systems, foul and surface water drainage) which may presently lie within the boundaries of the Retained Property and serving the Disposed Property, together with a right of access on all necessary occasions for the purpose of inspection, maintenance, repair and renewal thereof, subject to an obligation to reinstate any damage caused in the exercise of such rights.

(Two) A servitude of pedestrian and vehicular access in favour of the Disponee over the Access.

Burden 9

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. This is notwithstanding any additional information that may have been disclosed by the Keeper in respect of those properties.

ARTICLES OF ROUP

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

Roggie Falls 1, Inch Brae, Garve, (hereinafter referred to as "the Lot");

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

TUCKER ENTERPRISES LIMITED (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh EH2 4AN upon

Two Thousand and Twenty Six

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

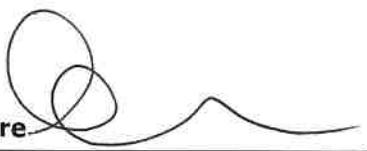
Two Thousand and Twenty Six

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 A1 Property Law Ltd, Trading as Amy Law. 13 Granville St, Lower Ground, Glasgow, G3 7EE

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

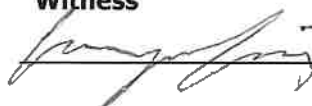
Solicitors
Firm's Signature



Adhibited by

AMY IERODOULOU

Witness



Full Name

Inayah Sadig

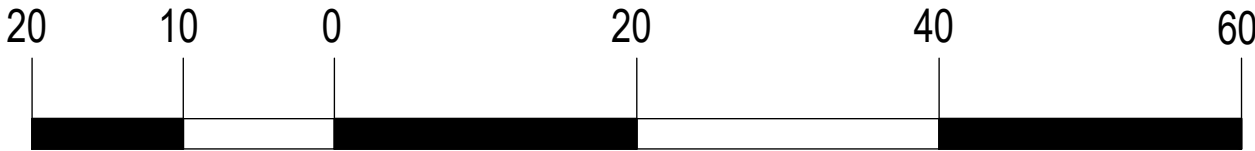
Address

13 Granville Street

G3 7EE

This is the plan referred to in the foregoing

Job Number. 1001
Drawing No. 100103.10
26th August 2024
Caravan Site Overview



Scale 1:500 @ A3

