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INV32526

Search Summary

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| Date: | 12/02/2015 | Time: | 15:22:19 |
| Search No.: | 2015-00451443 | User Reference: | |

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| Sasine Search Sheet: | 29532 |
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A. PROPERTY SECTION

| | | | |
|-------------------------------------|------------|--|------------|
| Title Number: | INV32526 | Date of First Registration: | 03/03/2014 |
| Date Title Sheet updated to: | 03/03/2014 | Date Land Certificate updated to: | 03/03/2014 |
| Hectarage Code: | 75.1 | Interest: | PROPRIETOR |
| Map Reference: | NH10NE | | |

Description:

Subjects PAITNA GREEN WOOD, ARDOCHY edged red on the Title Plan being 75.1 hectares in measurement on the Ordnance Map. Together with the rights contained in the Disposition in Entry 3 of the Burdens Section.

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

B. PROPRIETORSHIP SECTION

| | |
|----------------------|----------|
| Title Number: | INV32526 |
|----------------------|----------|

| Entry Number | Date of Registration | Proprietor | Consideration | Date of Entry |
|--------------|----------------------|---|---------------|---------------|
| 1 | 03/03/2014 | HIGHLAND TITLES LIMITED incorporated under the Laws of Alderney (Alderney Company Number 1599) and having their registered Office at York House, Victoria Street, Alderney, Channel Islands, GY9 3TA. | £190,000 | 14/02/2014 |

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

C. SECURITIES SECTION

| | |
|----------------------|----------|
| Title Number: | INV32526 |
|----------------------|----------|

There are no entries.

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D. BURDENS SECTION

| | | | |
|----------------------|----------|---------------------------|---|
| Title Number: | INV32526 | Number of Burdens: | 3 |
|----------------------|----------|---------------------------|---|

| Entry Number | Burden Preamble |
|---------------------|--|
| 1 | Disposition by North of Scotland Hydro-Electric Board to John Baird and his heirs and assignees, recorded G.R.S. (Inverness) 19 Aug. 1960, of inter alia 8000 acres of land forming part of the Lands and Estate of Ardochy and others (under exception), of which the subjects in this Title form part, contains the following reservations and burdens |
| 2 | Disposition by John Baird to Willaim Danvers Oliphant Valentine and his heirs and assignees, recorded G.R.S. (Inverness) 6 Jan. 1966, of subjects part of lands and Estate of Ardochy and others, of which the subjects in this Title form part, contains the following burdens |
| 3 | Disposition by Fountain Forestry Limited to Gordon Harold Parham and his executors and assignees, recorded G.R.S. (Inverness) 17 Feb. 1987, of the subjects in this Title, contains the following rights and burdens |

| Entry Number | Burden Detail |
|---------------------|--|
| 1 | Disposition by North of Scotland Hydro-Electric Board to John Baird and his heirs and assignees, recorded G.R.S. (Inverness) 19 Aug. 1960, of inter alia 8000 acres of land forming part of the Lands and Estate of Ardochy and others (under exception), of which the subjects in this Title form part, contains the following reservations and burdens: (First) There shall be reserved to us and our successors all servitude rights to use and develop the water power resources within the whole subjects hereby disposed and our disponee and his foresaids shall not without the written consent of us or our foresaids divert any of the waters from their existing courses or otherwise interfere with them, apart from using them for domestic purposes; (Second) a servitude right of access over the subjects hereby disposed for maintenance, renewal and inspection, of any aqueducts, weirs, culverts, roads and other works in connection with the constructional schemes now being carried out by us; (Third) there shall be reserved to us and our foresaids a servitude right for erection, maintenance and inspection of any electricity transmission and distribution lines and cables within the whole subjects with all necessary rights of access and egress for such purposes; (Fourth) There shall be reserved to us and our foresaids a right to provide and maintain, without payment therefor to our said disponee and his foresaids, any temporary buildings, works or other erections and to have any necessary rights of access and egress for ourselves and our contractors until the completion of the constructional works in connection with our schemes, and in particular with the construction of the new highway from Glengarry to Glenmoriston: such completion to be as determined by us and our foresaids; And with and under the following additional conditions and declarations, videlicet: (one) our said disponee and his foresaids shall have no right to compensation in respect of the said constructional schemes (including the construction of the said highway) and without prejudice to the generality and in particular, in respect of any effect on the said whole subjects by the waters of Loch Garry and Loch Loyne as extended including erosion by our said constructional schemes and (two) we and our foresaids shall not be obliged to erect or contribute to the cost of erection of any march fences between the said whole subjects and other subjects belonging to us. |

**Entry
Number****Burden Detail**

2

Disposition by John Baird to Willaim Danvers Oliphant Valentine and his heirs and assignees, recorded G.R.S. (Inverness) 6 Jan. 1966, of subjects part of lands and Estate of Ardochy and others, of which the subjects in this Title form part, contains the following burdens: (First)no liability shall attach to the said disponee or his foresaids for any share of the cost of erecting or maintaining sheep, cattle or deer-proof fences separating the subjects hereby disponed from other subjects disponed by me the said John Baird to Tilhill Forestry (Scotland) Limited,; (Second)in the event of disputes arising as to the exact situation of (a) the eastern boundary and the south eastern boundaries of the said subjects both disponed by me, the said John Baird in favour of Glenleven Estates Limited and (b) the northern boundary of the subjects disponed by me, the said John Baird, in favour of Tilhill Forestry (Scotland) Limited between the respective proprietors on each side of said boundaries, said disputes shall be referred to the decision of an Arbiter mutually appointed or, failing which, appointed by the Sheriff Substitute of Inverness, Moray, Nairn and Ross and Cromarty at Fort William; (Third) (a) the said eastern boundary of the said subjects and (b) the said south-eastern boundary of the subjects both disponed by me, the said John Baird in favour of the said Glenleven Estates Limited shall remain unfenced unless and until they are required to be fenced by one of the proprietors on either side thereof, whereupon a sheep and cattle-proof fence shall be erected and thereafter maintained in sheep and cattle-proof condition along said boundaries at the equal expense of the proprietors on each side thereof; (Fourth) the north and west boundaries of the subjects disponed by me, the said John Baird, in favour of Glenleven Estates Limited shall be equal in extent; and (Fifth)the right is reserved to and in favour of the proprietors of the remaining parts and portions of said Estate, of which the subjects hereby disponed form a part, to use (a)for the purpose of access to and egress from the remaining parts and portions and each and every part thereof the said road from Tomdoun to Cluadie Inn, and (b)for the water supply, drainage and sewerage of the said remaining parts and portions and each and every part thereof all reservoirs, tanks, cisterns, works, springs, wells, water courses, pumps, pipes, connections, drains, sewers and others at present so used and situated within the subjects hereby disponed, with right of access to said reservoirs, tanks and others on all necessary occasions for the purpose of maintaining and renewing the same on payment of all surface damage thereby occasioned.

**Entry
Number****Burden Detail**

3

Disposition by Fountain Forestry Limited to Gordon Harold Parham and his executors and assignees, recorded G.R.S. (Inverness) 17 Feb. 1987, of the subjects in this Title, contains the following rights and burdens: Together with a servitude right of access for all purposes including forestry vehicles over the access roads so far as outwith the subjects hereby disponed with right to upgrade, realign and construct the same subject to maintenance according to user; BUT ALWAYS WITH AND UNDER THE FOLLOWING; (One) in respect that we are to repair the existing fence and erect where necessary a new deer fence on the boundaries of Ardochy originally owned by us (excluding the Loch Loyne boundary) on between the points A- B and C in blue on the Title Plan, shown so far as affects the subjects in this Title, our said disponee and his foresaids shall be obliged to pay to us when called upon to do so a share of the total cost of the fencing as hereinafter specified, and after erection our said disponee and his foresaids shall be liable for a share of the cost of maintenance of the said fence along with us and our successors as proprietors of the other subjects within the fence as such share is fixed on an equitable basis by mutual agreement or failing agreement as is determined by an Arbiter appointed by all the parties concerned, and failing agreement as to an Arbiter by an Arbiter appointed by the Sheriff Principal of Grampian, Highlands and Islands on the application of any party; (Two) in respect that we are to construct internal roads suitable for forestry purposes as the approximate layout is shown by blue broken lines on the said Plan, shown so far as affects the subjects in this Title,

our said disponee and his foresaids shall pay to us when called upon to do a share of the cost of the internal roads hereinafter specified; (Three) the combined share payable by our said disponee and his foresaids of the cost of fencing and roading is Ten Thousand Seven hundred and Forty five pounds (and Value Added Tax thereon) which our said disponee and his foresaids shall pay to us when called upon to do so; (Four) we and our successors as proprietors of the remaining subjects within the fence, together with all other parties requiring access to their adjoining property shall be entitled to (a) access over the said internal roads so far as within the subjects hereby disponed, subject to maintenance according to user and (b) access through the subjects hereby disponed from the A87 road to Loch Loyne on routes to be mutually agreed for all-terrain vehicles with the right to keep a boat at and launch a boat from the shore of Loch Loyne, subject to making good any damage thereby caused.

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