

	Agenda item	6.1
	Report no	HLC/018/24

**THE HIGHLAND COUNCIL**

**Committee:** THE HIGHLAND LICENSING COMMITTEE

**Date:** 13 February 2024

**Report title:** Application for the grant of a short term let licence – Ard Neamh, Ardaneaskan, Lochcarron, IV54 8YL (Ward 5 - Wester Ross, Strathpeffer, and Lochalsh)

**Report by:** The Principal Solicitor – Regulatory Services

<b>1.</b>	<b>Purpose/Executive Summary</b>
1.1	This report relates to an application for the grant of a short term let licence.
<b>2.</b>	<b>Recommendation</b>
2.1	Members are asked to determine the application in accordance with the Council's hearings procedure.

<b>3.</b>	<b>Background</b>
3.1	In terms of The Civic Government (Scotland) Act 1982 (Licensing of Short-term Lets) Order 2022, a licence is required for residential accommodation for use as a short term let.
3.2	<p>Short term let means the use of residential accommodation provided by a host in the course of business to a guest, where all of the following criteria are met:</p> <ul style="list-style-type: none"> <li>• The guest does not use the accommodation as their only or principal home</li> <li>• The short term let is entered into for commercial consideration</li> <li>• The guest is not: <ol style="list-style-type: none"> <li>1. An immediate family member of the host</li> <li>2. Sharing the accommodation with the host for the principal purpose of advancing the guest's education as part of an arrangement made or approved by a school, college, or further or higher educational institution, or</li> <li>3. an owner or part-owner of the accommodation</li> </ol> </li> <li>• the accommodation is not provided for the principal purpose of facilitating the provision of work or services by the guest to the host or to another member of the host's household</li> <li>• the accommodation is not excluded accommodation, and</li> <li>• the short-term let does not constitute an excluded tenancy</li> </ul>
3.3	In terms of the abovementioned Act, the Licensing Authority have twelve months from receipt of the application to determine the same, therefore this application must be determined by 20 February 2024. Failure to determine the application by this time would result in the application being subject of a `deemed grant' which means that a licence would require to be issued on 20 February 2024 for a period of 12 months. The application is before this Committee as this is the last meeting before the determination date expires.
<b>4.</b>	<b>Application</b>
4.1	On 21 February 2023 (date application was deemed valid) an application for the grant of a short term let licence was received from Ms Stella Jane Wolfram.
4.2	The Premises to which the application relates to is Ard Neamh, Ardaneaskan, Lochcarron, IV54 8YL ("the Premises").
4.3	At the Highland Licensing Committee's meeting on 5 September 2023, the Committee agreed to defer consideration of this application to a future meeting to give the applicant an opportunity to amend the scope of their application and provide an updated site plan of the Premises. The applicant has now provided an updated site plan and this is attached as an appendix to this report ( <b>Appendix 1</b> ). The Premises are those outlined in red and coloured pink on such site plan.



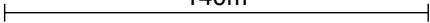
4.4	The application for the short term let licence has been made on the basis that the said Mrs Wolfram is the host/operator of the Premises. The application states that Ms Wolfram has applied for the short term let licence as an 'existing host' on the basis that, in her capacity as the host/operator, she was operating the Premises as a short term let property prior to 1 October 2022. In addition, Ms Wolfram is named on the application as a joint owner of the Premises, along with a Mr Thomas Edwin Hornby. Ms Wolfram is named on the application as being responsible for the day-to-day management of the Premises.
4.5	The type of short term let which has been applied for is a 'secondary let'. A 'secondary let' involves the letting of a property where the applicant does not normally live.
4.6	The Premises is described as a detached 1.5 storey dwellinghouse which can accommodate a maximum of eight guests. The ground floor of the Premises comprises of 2 bedrooms (one ensuite), sitting/dining room, kitchen, utility room, a small cloakroom toilet and a bathroom. The upper floor of the Premises comprises of 2 bedrooms and a bathroom. Floor plans were provided by the applicant as part of the application process and these can be found on pages 2 and 3 of Appendix 1.
<b>5.</b>	<b>Process</b>
5.1	<p>The application was circulated to the following Agencies/Services for consultation:</p> <ul style="list-style-type: none"> <li>• Police Scotland; and</li> <li>• Highland Council Environmental Health Service.</li> </ul>
5.2	Both of the above Agencies/Services have confirmed that they have no objections to the licence being issued.
5.3	The Scottish Fire & Rescue Service was not further consulted on the application as the fire safety checklist, which was completed by the applicant, pertaining to the application was deemed satisfactory.
5.4	<p>Given that there had been a material change to the site plan lodged with the initial application, the applicant was requested to display a fresh public notice for a further period of 21 days.</p> <p>The applicant has provided a certificate of compliance, confirming that a further public notice of application for their short term let licence was displayed at or near the Premises from the period 3 November until 28 November 2023. This period includes the required statutory 21 day timescale.</p>

<b>6.</b>	<b>Public representation</b>
6.1	<p>It is open to any member of the public to submit an objection or representation in relation to an application for a licence for a short term let.</p> <p>Following the display of the original site notice, which was displayed for the period from 18 March until 19 April 2023, an objection to the short term let application was received from Mr David Gettie, dated 11 April 2023. Mr Gettie has advised the licensing authority that he stands by this original objection and a copy of his objection is therefore recirculated and attached as Appendix 2 to this report:-</p> <ul style="list-style-type: none"> <li>• Letter of objection dated 11 April 2023 received from David Gettie (<b>Appendix 2</b>).</li> </ul>
6.2	<p>During the display period of the forementioned fresh public notice, the following timeous objections were received and are attached as Appendices to this report:</p> <ul style="list-style-type: none"> <li>• Letter of objection received by email on 22 November 2023 from Shirley MacKenzie Anderson (<b>Appendix 3</b>); and</li> <li>• Letter of objection received by email on 27 November 2023 from Lynda Gettie (<b>Appendix 4</b>).</li> </ul> <p>These fresh objections supersede the original objections which were lodged by each of the said Ms Anderson and Mrs Gettie during the period in which the original site notice was displayed.</p>
<b>7.</b>	<b>Determining issues</b>
7.1	<p>Paragraph 5(3) of Schedule 1 of the Civic Government (Scotland) Act 1982 states that a licensing authority may refuse an application to grant or renew a licence where:</p> <ol style="list-style-type: none"> <li>(a) the applicant or anyone else detailed on the application is not a fit and proper person;</li> <li>(b) the activity would be carried out by a person other than the applicant who, if he had made the application himself, would have been refused;</li> <li>(c) where the licence applied for relates to an activity consisting of or including the use of premises or a vehicle or vessel, those premises are not or, as the case may be, that vehicle or vessel is not suitable or convenient for the conduct of the activity having regard to <ol style="list-style-type: none"> <li>(i) the location, character or condition of premises or the character or condition of the vehicle or vessel,</li> <li>(ii) the nature and extent of the proposed activity,</li> <li>(iii) the kind of persons likely to be in the premises, vehicle or vessel,</li> <li>(iv) the possibility of undue public nuisance, or</li> <li>(v) public order or public safety; or</li> </ol> </li> <li>(d) there is other good reason for refusing the application.</li> </ol>

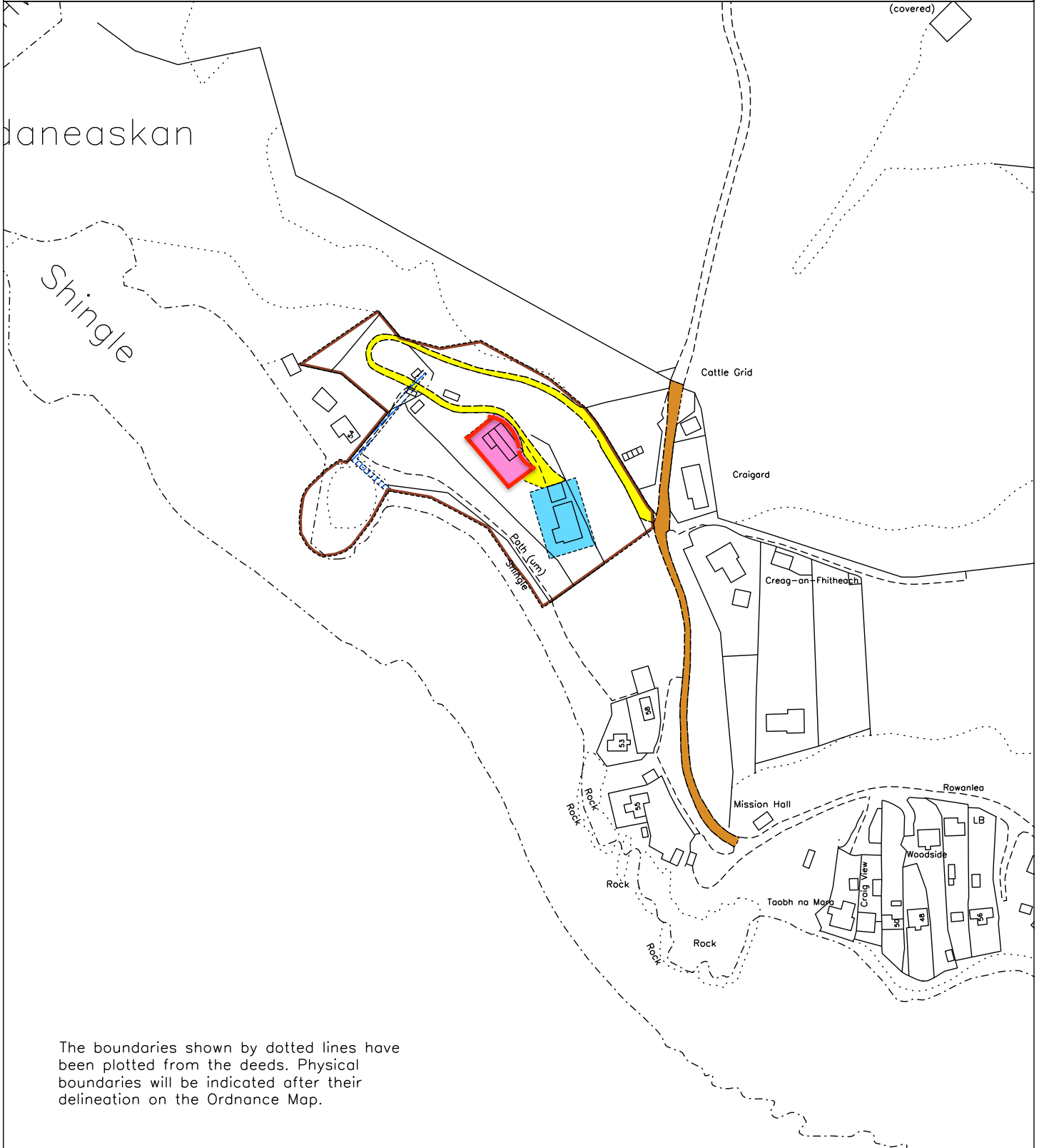
	If required, the Principal Solicitor – Regulatory Services will offer particular advice on the criteria relating to this particular application.
7.2	<p>A copy of this report has been sent to the applicant and the objectors who, in the terms of paragraph 4(2) of the Civic Government (Scotland) Act 1982, have been invited to attend and will be provided with an opportunity to be heard by the Committee.</p> <p>All parties have also been advised of the procedure which will be followed at the meeting which may also be viewed via the following link:</p> <p><a href="https://www.highland.gov.uk/licensing-hearings-procedures">Licensing hearings procedures   Licensing hearings procedure (Licensing Committee) (highland.gov.uk)</a></p>
<b>8.</b>	<b>Policies</b>
	<p>The following policy is relevant to this application:</p> <ul style="list-style-type: none"> <li>• Short-term let licensing policy statement (which includes the mandatory and additional licence conditions attached to all Short Term Let Licences):-</li> </ul> <p>A copy of this policy can accessed <a href="#">here</a> or a hard copy can be supplied where requested.</p>
<b>9.</b>	<b>Implications</b>
9.1	Not applicable.

Date:	22 January 2024
Author:	Julie Traynor
Reference:	<a href="#">FS483673012</a>
Background Papers:	<ul style="list-style-type: none"> <li>• Civic Government (Scotland) Act 1982</li> <li>• The Civic Government (Scotland) Act 1982 (Licensing of Short-term Lets) Order 2022</li> </ul>
<b>APPENDICES:</b>	
Appendix 1:	Site plan, detailing the extent of the Premises and floor plans for the Premises;
Appendix 2:	Letter of objection dated 11 April 2023 received from David Gettie;
Appendix 3:	Letter of objection received by email on 22 November 2023 from Shirley MacKenzie Anderson;
Appendix 4:	Letter of objection received by email on 27 November 2023 from Lynda Gettie.

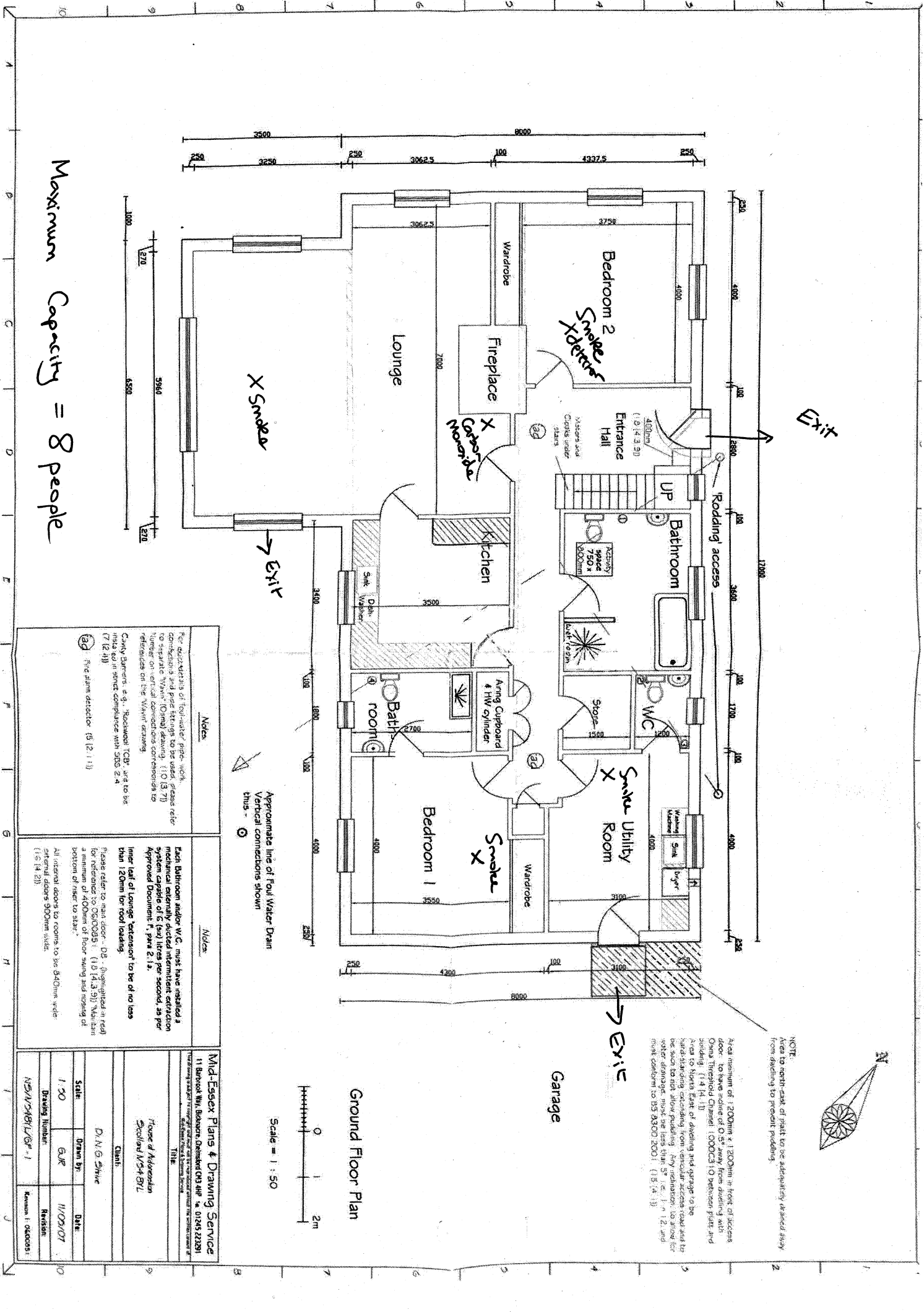
# APPENDIX 1

 <b>LAND REGISTER OF SCOTLAND</b>	Officer's ID / Date	TITLE NUMBER
	4117 16/12/2011	<b>ROS8902</b>
	ORDNANCE SURVEY NATIONAL GRID REFERENCE	140m 
	NG8335 NG83NW	Survey Scale 1/2500

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



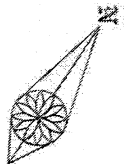
Maximum Capacity = 8 people

X Smoke

Exit

Exit

Exit



Approximate line of Fall Water Drain  
Vertical connections shown  
thus -



Ground Floor Plan

NOTE:  
Areas to north-east of front to be adequately screened from  
from dwelling to prevent overlooking.

Actual minimum of 1.200m x 1.200m in front of access  
door, to have a minimum of 0.5m away from dwelling with  
Onion Threshold Channel (1000x10) between plot and  
building (1.4.14.11)  
Areas to North East of dwelling and garage to be  
hard standing (excluding from vehicular access road) and to  
be such to not allow puddling. Any vegetation to allow for  
water drainage must be less than 50mm high, 1m x 1.2m and  
must conform to BS 8300:2001 (1.5.14.11)

**Notes**  
For details of fire-water fire-work  
dimensions and pipe fittings to be used, please refer  
to separate 'Notes' (Only drawing (10/03/07))  
Number on vertical dimensions corresponds to  
reference on the 'Notes' drawing.  
Cavity Stairs, e.g. 'Roofwood' (CB), are to be  
installed in strict compliance with S03 Z 4  
(7/12/11)  
Fire alarm detector (5/12/11)

**Notes**  
Each Bathroom and/or W.C. must have installed a  
recessed ceiling fitted intermittent extraction  
system capable of 6 (six) litres per second, as per  
Approved Document F, para 2.1a.  
Inlet leaf of lounge 'extension' to be of no less  
than 120mm for roof loading.  
Please refer to main door - D6 (highlighted in red)  
for reference to OS/0005 (1/0/14.3.93) which has  
a minimum of 400mm of floor swing and noing of  
bottom of riser to stair.  
All internal doors to rooms to be 400mm wide  
(1.5/14/23)

**Mid-Essex Plans & Drawing Service**  
11 Bonnet Way, Boreham, Chelmsford, Essex, UK. 01245 222281  
www.mid-essex-plans.com

**Client:**  
Mrs J. & Mr. M. Williams  
Specialist MS4-BTL

Drawn By	Date
D/M/G/SHW	11/09/07
Scale	1:50
Drawing Number	NS/V/2007/01
Revision	Revision 1: 06/09/05





**BY E-MAIL**

11th April 2023

The Highland Council  
Town House  
Inverness IV1 1JJ  
stl@highland.gov.uk



Dear Sir/Madam

**OBJECTION**

APPLICATION FOR SHORT TERM LET LICENCE - Number HI-10068-P  
130118511 Ard Neamh, Ardaneaskan, Lochcarron IV54 8YL

I write to object to the application for a short term let licence for the property Ard Neamh, Ardaneaskan referred to above.

My wife and I are owners of the adjacent property, Hazeleigh which is our home. When Hazeleigh and Ard Neamh were developed, the private access road and the garden and amenity ground on which the two houses are located was created as joint property. The owners of the two houses together share ownership of these areas and have a right in common with the other house owner to use of these shared areas per the titles to each house.

I understand that to make an application for a short term let licence the applicant must have consent of each owner related to the property and the application should be refused if that consent is not given. **I hereby give you notice that I and my wife do not consent to the use of the shared access and shared garden and amenity ground in connection with the use of Ard Neamh for short term lets and we therefore ask that the application be refused.**

In addition to the owner of Ard Neamh not having our consent to the use of the shared areas in connection with the short term letting of Ard Neamh, **we object to the application on the grounds that the premises are not suitable for the conduct of the activity having regard to the location and character of the premises.**

Because the titles are based on use of both houses as private residences with shared use of the access road and garden and amenity ground, the titles do not allow for sub-division of the garden ground or the erection of any fences around each of the houses without prior agreement of both property owners. This therefore means that we cannot erect fences to protect our amenity or ensure that we can keep us and our pets safe from the actions of holidaymakers or any pets whilst they stay at Ard Neamh. See attached Land Registry titles Burdens 5 and 6 Part IV (f).

We have tried on numerous occasions to resolve our concerns with the owners of Ard Neamh however they have refused.

We carry out maintenance of our property which includes the use of machinery and we currently have no means to separate these normal and frequent activities from

holidaymakers. There are also vehicles manoeuvring on the grass to access the boat slip, an open pond and various other hazards in the garden ground that could affect the safety of holidaymakers freely accessing the land. The septic tanks are positioned in the middle of the grass area which also require maintenance.

All these activities would normally be and were previously done with respect for and often in conjunction with a residential neighbour. In a normal residential arrangement, neighbours communicate often and are aware of each others activities. On a site like this in a location like this in particular it is important to be aware of and collaborate on maintenance tasks that can be quite sizeable.

Our home is located remotely from a hospital and emergency services so ensuring safety around the home is very important.

I have taken advice on insurance and been informed that if any holidaymakers injure themselves on our privately owned land, we become liable for this. If they injure themselves on the jointly owned land it will be very difficult to apportion liability. The situation is unacceptable as we have no knowledge of or control over the number and behaviour of holidaymakers on the common land or if they stray into our land.

As Public Liability Insurance is mandatory for STLL, the insurance cover for Ard Neamh cannot and will not include the land we privately own which is open to use by holidaymakers. It would be unreasonable to expect that we should hold specific insurance cover for someone else's business. It would also be unreasonable to expect that every holidaymaker will follow any house rules in place to discourage them from accessing our land when there are no physical barriers. As a result, there will be inadequate insurance to cover the activity of the STLL. **I therefore ask that you refuse this application.**

There could potentially be 6-8 additional people and 6-8 additional vehicles in the grounds with our own vehicles where there is not adequate provision for parking and access. The number could be double on change over day along with any vehicles that are there for cleaning/maintenance. Once these people have been to the property they will be aware of the open garden and are able to freely access this or inform others after they have departed. The rural and remote location make personal and property security more difficult.

**We object on the basis that a holiday let is not compatible to the title position where amenity space and access is shared with a residential property used as our home. The letting use has a significant detrimental impact on our amenity and safety as residents.** Every week we are faced with the worry of a group of new holidaymakers arriving and we have no idea how they will behave around our home and in the garden, or with ourselves and our dog. This situation has already affected our wellbeing, and the possibility of future conflict with holidaymakers, or the manager/owner is proving to be very stressful for us. In the short time since Ard Neamh has become a holiday let, my wife and I have had the following issues:

- Holidaymakers wandering into the immediate vicinity of our house
- Holidaymakers lighting a bonfire in the grounds. (There is a risk of wildfire)
- Holidaymakers using our bins and depositing non recyclable items in our recycling bin
- Holidaymakers leaving the gate open. (There is free roaming livestock locally and there is a danger of our dog getting out of the garden or animals getting in.)
- Holidaymakers broke the hinges on the access gate on two occasions.
- Holidaymakers approaching us on complaining the grass wasn't cut. (There are ticks in the garden and grounds, and lime disease is present locally).

- Holidaymakers photographing/filming us carrying out maintenance in our own land.
- No answer from letting agent when we have communicated requesting clarification of letting rules, and no satisfactory answers from owner on letting rules and insurance details. Owners refusal to agree a fence or other measures to resolve our concerns.

In addition;

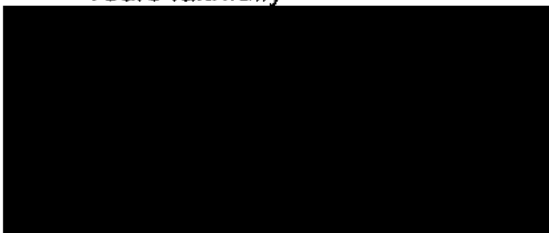
- A drone being operated in an unsafe manner that resulted in the operator receiving facial injuries. The drone also hovered above our land outside our living room window whilst we were inside.
- We have a dog and are concerned about its safety because the applicant will not allow a fence to be erected to separate the holidaymakers. Multiple strangers will not know to drive carefully around the property in the way a resident would.
- Multiple strangers and particularly children may not be comfortable with a dog in the shared garden in the same way as a resident who would know our dog.
- There is no close control as the manager lives remotely, leading to possible situations of conflict arising between the holidaymakers and ourselves as residents.
- Multiple strangers pose a security risk to our house and personal property. We have no way of knowing if people who enter the property are paying holidaymakers, or have criminal intent. This was not the case when Ard Neamh was purely residential.
- The lifestyle and nature of enjoying a holiday, having fun and making noise is incompatible with normal residential life and working from home in this specific situation/location.
- Multiple strangers do not pay as careful attention to the care of the garden, gates and fences as a resident would. There are several manholes, loose service cables and other services in the shared ground that could be damaged by multiple strangers who do not know their location. They could also injure themselves on these.
- As they will be unfamiliar with the road, multiple strangers pose a danger to themselves and others, driving on the steep access road in the property with an unprotected edge to the steep embankment. The road can get icy in winter. There are no passing places and if cars meet they have to reverse up or downhill.

As the access and land ownership situation is quite unique, this application should be recognised as distinctive. The use of Ard Neamh as a Holiday Let makes it impossible for me to ensure the safety and security of my household or that of the numerous strangers it would bring. **I therefore ask that you refuse this application.**

Please find attached site Plan 23-01, Objection Photographic Report dated today, Hazeleigh Title document and Ard Neamh Title document all to be read in conjunction with this letter.

I would be grateful if any communication to me is by e-mail.

Yours faithfully



David Gettie

Encls.



## Title Information: ROS8902

### Search summary

Date/Time of search	06-04-2023 08:09:33
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Payment reference number	TDQ3-5WMM-ZG26-QHKW
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**Section A****ROS8902**

## Property

<b>Date of first registration</b>	13-11-2007
<b>Date title sheet updated to</b>	20-08-2021
<b>Hectarage Code</b>	0
<b>Real Right</b>	OWNERSHIP
<b>Map Reference</b>	NG8335
<b>Title Number</b>	ROS8902
<b>Cadastral Unit</b>	ROS8902
<b>Sasine Search</b>	13679
<b>Property address</b>	ARD NEAMH, ARDANEASKAN, LOHCARRON, STRATHCARRON IV548YL
<b>Description</b>	Subjects ARD NEAMH, ARDANEASKAN, LOHCARRON, STRATHCARRON IV54 8YL tinted pink on the Title Plan; Together with a one-half pro indiviso share in and to the common ground lying within the area of ground edged brown on the said Plan; Together with the rights contained in the Deed of Servitude and Agreement and Disposition in Entries 3 and 4 respectively of the Burdens Section and in Part I of the Disposition in Entry 5 of said Section. Together with the subsisting rights to real burdens specified in the Schedule below.
<b>Notes</b>	1. 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.

## Schedule of Particulars Relative to Subsisting Rights to Real Burdens

<b>Entry No</b>	<b>Benefited Property</b>	<b>Real Burdens</b>	<b>Burdened Property</b>
1	that part of the subjects in this Title tinted pink on the Title Plan	Part II of the Disposition to Roger Hornby and Another, registered 13 Nov. 2007 specified in Entry 5 of the Burdens Section.	Subjects at Ardaneaskan, Lochcarron, Strathcarron tinted blue on the Title Plan, registered under Title Number ROS9325
2	that part of the subjects in this Title tinted pink on the Title Plan	Part IV of the Disposition to George Leslie England, registered 13 Feb. 2008 specified in Entry 6 of the Burdens Section.	Subjects at Ardaneaskan, Lochcarron, Strathcarron tinted blue on the Title Plan, registered under Title Number ROS9325

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**Section B****ROS8902**

Proprietorship

THOMAS EDWIN HORNBY 34 Kenbourne Road, Sheffield, South Yorkshire S7 1NL and STELLA JANE WOLFRAM (otherwise STELLA JANE HORNBY ) Hillside, Church Street, Wootton, Woodstock, OX20 1DS equally between them.

<b>Entry number</b>	1
<b>Date of registration</b>	20-08-2021
<b>Date of Entry</b>	19-08-2021
<b>Consideration</b>	Love, Favour and Affection

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## **Section C**

**ROS8902**

Securities

There are no entries.

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## Section D

**ROS8902**

Burdens

Number of Burdens: 7

### Burden 1

Disposition by Elizabeth Grant or Murray to Alexander Carlton Greg, recorded G.R.S. (Ross & Cromarty) 25 Mar. 1946, of inter alia the towns and lands of Lochcarron, of which the subjects in this Title form part, contains the following declaration:

Declaring that where any wall, fence, hedge or ditch separates the subjects and others hereby disposed from other subjects belonging to me or belonging to Nigel Laidlay or his successors as proprietor of ground and Ardarroch House, Lochcarron such wall, fence hedge or ditch shall be maintained at the mutual expense of my disponee or his foresaids and of myself and my successors in the ownership of the other subjects belonging to me or at the mutual expense of my said disponee and the said Nigel Laidlay and his foresaids.

### Burden 2

Disposition by Alexander Carlton Greg of Lochcarron to Ewen MacKenzie and Another and their assignees and disponees ("my said disponees"), recorded G.R.S. (Ross and Cromarty) 19 Jan. 1971, of 3 areas of ground at Ardaneaskan &c., of which the subjects in this Title form part, contains the following burdens:

(First) my said disponees shall not use the said areas or pieces of ground nor any buildings, erected thereon for the sale or retail of spirituous or exciseable liquors without the written consent of me or my successors whomsoever as proprietors of Lochcarron Estate;

(Second) my said disponees shall be bound to fence and enclose the said areas or pieces of ground in so far as not already done by erecting along the boundary lines thereof good and sufficient permanent walls or fences with necessary gates all of such height and character as may be approved by me or my foresaids and which walls or fences and gates shall thereafter be maintained by my said disponees in a stockproof condition to the satisfaction of me or my foresaids;

(Third) the subjects hereby disposed are so disposed subject to the rights of access hatched in blue on the Title Plan.

### Burden 3

Deed of Servitude and Agreement, recorded G.R.S. (Ross & Cromarty) 18 Aug. 1978, between Alexander Carlton Greg, proprietor of the Estate as aftermentioned, the Secretary of State for Scotland, statutory successor to the Forestry Commissioners and proprietor of North Strome Forest, being ground held in feu on the Lochcarron Estate ("hereinafter referred to as "the said Estate" and Ewen MacKenzie as an individual and as Executor Dative of Annie McGuffie or

MacKenzie, contains grant of servitude by said Alexander Carlton Greg and the Secretary of State for Scotland to said Ewen MacKenzie and his assignees and disponees, as proprietors of that area of ground at Ardaneaskan extending to 2.982 acres, of which the subjects in this Title form part, a perpetual servitude right of way for all purposes to and from the said area of ground over that portion of the Lochcarron Estate by the route tinted brown on the Title Plan from the west end of the public road in Ardaneaskan and that subject to the following conditions:

(First) The said Ewen MacKenzie or his foresaids shall be entitled at his or their expense so far as not already done to construct a road with bridges, culverts or other works where necessary on the said route but the said Alexander Carlton Greg and his successors as proprietors of the said Estate or any portions thereof and his or their tenants shall have right to use the said road and others for his or their own purposes subject as aftermentioned;

(Second) The said Ewen MacKenzie and his successors as proprietors foresaid shall be bound to contribute towards the maintenance and upkeep of the said route according to user and in the event of any dispute arising such contribution shall be fixed by arbitration and in the event that the said Ewen MacKenzie and his successors shall require the said road to be improved beyond its present standard suitable for agricultural and forestry purposes such as the laying of tarmacadam or other upgrading works including the replacement or additional construction of culverts, then such improvement works shall be carried out by and at the sole expense of the said Ewen MacKenzie and his successors and subsequently be wholly maintained by him or them.

#### **Burden 4**

Disposition by Alexander Carlton Greg to George Leslie England and Nigel Graham Shrive and their assignees and disponees, ("my said disponees"), recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987, of that piece of ground at Ardaneaskan extending to 1.18 hectares, of which both that area of ground edged brown on the Title Plan and the subjects in this Title form part, contains inter alia the following rights and burdens:

A heritable and irredeemable servitude right to construct a ditch or culvert on adjoining land belonging to me to the east or north-east of the track or road leading from the Forestry Commission track from Ardaneaskan to Reraig to discharge into the culvert or pipeline being the northerly pipe line marked on the plan annexed as relative hereto with right of access over the said adjoining land belonging to me for purposes of maintenance and repair on payment for or restoration of damage caused by such operations; And also

(One) there is reserved to Ann Stronar Mitchell and her successors whomsoever as proprietors of the subjects lying on or towards the north-west of the subjects hereby disposed all existing rights of way thereto over and across the subjects hereby disposed including without prejudice to that generality a heritable and irredeemable servitude right of way and access thereto for pedestrian traffic from the public road and parking area at Ardaneaskan by the route indicated by parallel broken lines and marked "path" on the said plan annexed as relative hereto; and

(Two) there is reserved to me and my successors whomsoever as proprietors of the subjects lying immediately to the east of the subjects hereby disposed a heritable and irredeemable

servitude right to have and maintain on the subjects hereby disposed the two existing culverts or pipes for the discharge of surface but not foul water as the same are indicated and marked "pipe" on said plan annexed as relative hereto, with right of access thereto for maintenance, repair and renewal when necessary but that subject to restoration or payment for all surface damage occasioned thereby my said disponees and their foresaids being bound nonetheless to maintain said culverts or pipes at their expense all to the satisfaction of the local or statutory authority and to free and relieve me and my successors as proprietors of the Land and Estate of Lochcarron of all claims and demands arising therefrom.

Note: The plan annexed to the copy of the foregoing deed exhibited to the Keeper was of insufficient quality to allow said pipe line, rights of way and culverts or pipes to be determined in relation to the subjects in this Title.

## **Burden 5**

Disposition by Nigel Graham Shrive and George Leslie England to Roger Hornby and Judith Frances Hornby and their assignees and disponees, registered 13 Nov. 2007, of (I) that area of ground extending to 0.0545 hectare at Ardaneaskan, Lochcarron, Strathcarron tinted pink on the Title Plan and (II) a one-half pro indiviso share in and to that area of ground edged brown on said Plan (hereinafter referred to as "the common ground") described in Disposition by Alexander Carlton Greg to Nigel Graham Shrive and George Leslie England, recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987 under exception of the (I) subjects hereby disposed (hereinafter referred to as "the Hornby plot") and that area of ground tinted blue on said Plan (hereinafter referred to as "the England plot"), contains the following real burdens and servitudes:

### Part I

The following servitudes are imposed on the common ground in favour of the Hornby plot:-

(a) a servitude right of access for all purposes over the route tinted yellow on the said Plan from the Hornby plot to the public road.

(b) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore a water supply pipe which will be connected to the mains water supply pipe to serve the Hornby plot.

(c) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefor:-

(i) a connection to the common drainage pipe aftermentioned and

(ii) a common drainage pipe which drainage pipe will be constructed along a route to be agreed between the proprietors of the Hornby plot and the proprietors of the England plot and will be used to carry effluent from the individual septic tanks serving the Hornby plot and the England plot to the sea.

(d) a servitude right over the common ground in favour of the proprietors of the Hornby plot/or the appropriate electricity supplier to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

(e) a servitude right over the common ground in favour of the proprietors of the Hornby plot/or the appropriate telephone authority to construct and therefore to inspect and maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

## Part II

The following real burdens are imposed on the England plot in favour of the Hornby plot:-

(a) The proprietors of the England plot shall be obliged to use the said access track hereinbefore described in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the England plot shall be bound to maintain and renew the said access track along with the proprietors of the Hornby plot and any other parties entitled to use the same (so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne accordingly to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance and renewal are required shall be determined failing agreement between the proprietors of the Hornby plot and the proprietors of the England plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the Hornby plot, the proprietors of the England plot and said other parties (if any) bound to maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(d) In exercising each of the servitude rights set out in Part III hereof the proprietors of the England plot shall be responsible for making good all surface damage occasioned by the exercise of the said rights as such damage shall failing agreement be determined by arbitration as aforesaid.

(e) In the event that the proprietors of the England plot and the proprietors of the Hornby plot fail to agree on the line of the said common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietor of the England plot shall not erect any boundary walls, fences or other enclosures upon the England plot without the prior written consent of the proprietors of the Hornby plot.

## Part III

The following servitudes are imposed on the common ground in favour of the England plot:-

(a) a servitude right of access for all purposes over the route tinted yellow on the said Plan from the England plot to the public road.

(b) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore a water supply pipe which will be connected to the mains water supply pipe to serve or serving the England plot.

(c) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore:-

(i) a connection to the common drainage pipe aftermentioned.

(ii) a common drainage pipe which drainage pipe will be constructed along a route to be agreed between the proprietors of the England plot and the proprietors of the Hornby plot and will be used to carry effluent from the individual septic tanks serving the England plot and the Hornby plot to the sea.

(d) a servitude right over the common ground in favour of the proprietors of the England plot/or the appropriate electricity supplier to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

(e) a servitude right over the common ground in favour of the proprietors of the England plot/or the appropriate telephone authority to construct and therefore to inspect and maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

#### Part IV

The following real burdens are imposed on the Hornby plot in favour of the England plot:-

(a) The proprietors of the Hornby plot shall be obliged to use the said access track hereinbefore described in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the Hornby plot shall be bound to maintain and renew the said access track along with the proprietors of the England plot and any other parties entitled to use the same (in so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne according to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance or renewal are required shall be determined failing agreement between the proprietors of the England plot and the proprietors of the Hornby plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the England plot, the proprietors of the Hornby plot and said other parties (if any) bound to maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(d) In exercising each of the servitude rights set out in Part III hereof the proprietors of the Hornby plot shall be responsible for making good all surface damage occasioned by the exercise of the said rights as such damage shall failing agreement be determined by arbitration as aforesaid.

(e) In the event that the proprietors of the Hornby plot and the proprietors of the England plot fail to agree on the line of the said common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietors of the Hornby plot shall not erect any boundary walls, fences or other enclosures upon the Hornby plot without the prior written consent of the proprietor of the England plot.

## **Burden 6**

Disposition by Nigel Graham Shrive and George Leslie England to the said George Leslie England and his executors, assignees and disponees, registered 13 Feb. 2008 under Title Number ROS9325, of (I) that area of ground extending to 0.0688 hectare at Ardaneaskan, Lochcarron, Strathcarron lying to the South East of the subjects in this Title and tinted blue on the Title Plan and (II) a one-half pro indiviso share in and to that area of ground edged brown on said Plan (hereinafter referred to as "the common ground") described in Disposition by Alexander Carlton Greg to Nigel Graham Shrive and George Leslie England, recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987 under exception of the (I) subjects hereby disposed (hereinafter referred to as "the England plot") and that area of ground tinted pink on the said Plan (hereinafter referred to as "the Hornby plot"), contains inter alia the following real burdens which affect the subjects in this Title:

### Part IV

The following real burdens are imposed on the England plot in favour of the Hornby plot:-

(a) The proprietors of the England plot shall be obliged to use the access track tinted yellow on the said Plan in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the England plot shall be bound to maintain and renew the said access track along with the proprietors of the Hornby plot and any other parties entitled to use the same (in so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne according to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance or renewal are required shall be determined failing agreement between the proprietors of the Hornby plot and the proprietors of the England plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the Hornby plot, the proprietors of the England plot and said other parties (if any) bound to

maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(e) In the event that the proprietors of the England plot and the proprietors of the Hornby plot fail to agree on the line of the common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietors of the England plot shall not erect any boundary walls, fences or other enclosures upon the England plot without the prior written consent of the proprietor of the Hornby plot.

## **Burden 7**

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.

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LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

4117  
16/12/2011

TITLE NUMBER

**ROS8902**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

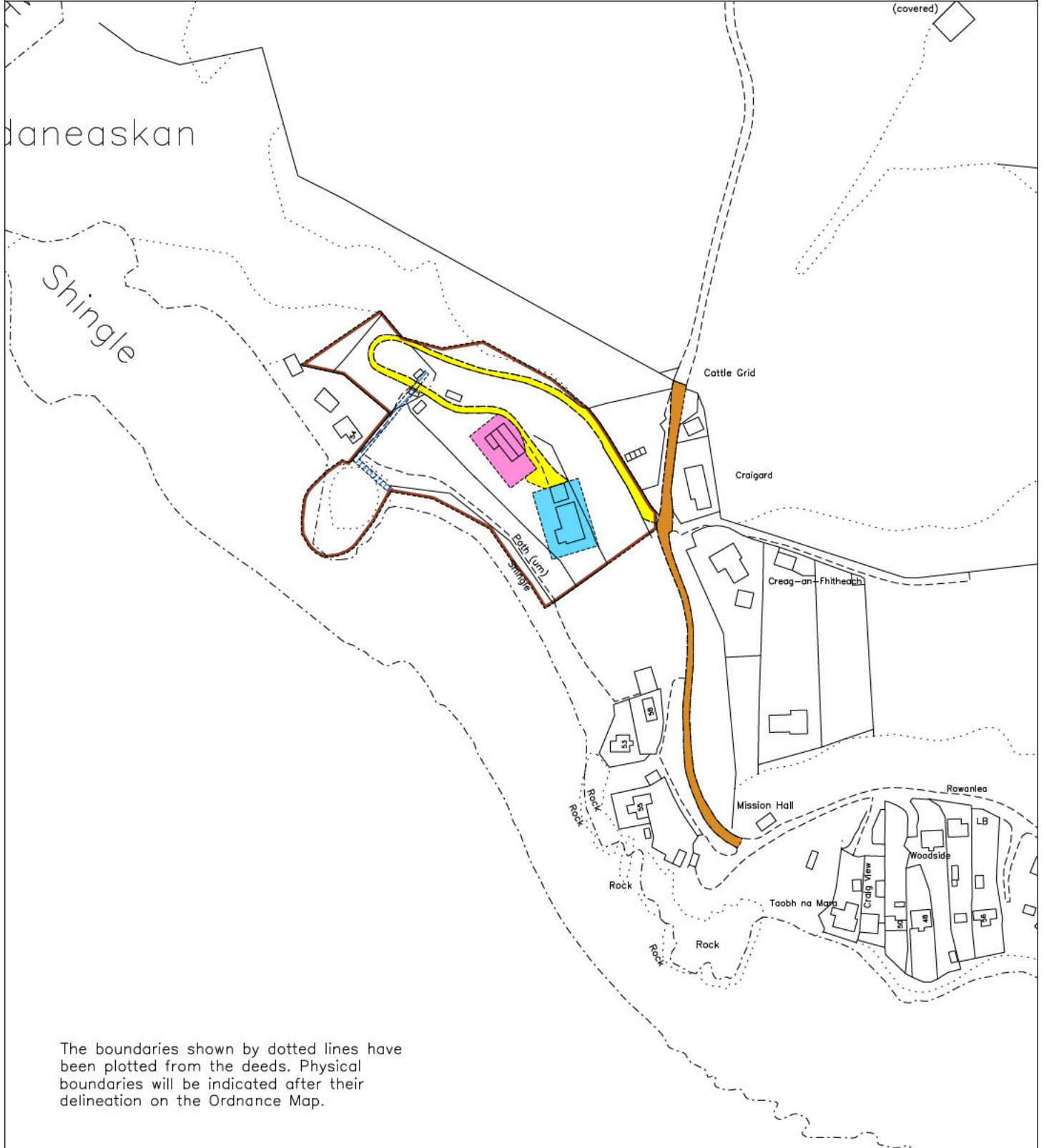
140m

**NG8335 NG83NW**

Survey Scale

1/2500

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





## Title Information: ROS9325

### Search summary

Date/Time of search	10-04-2023 08:45:54
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Payment reference number	PRMY-DY96-K24P-KMDX
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LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

6461  
26/5/2017

TITLE NUMBER

**ROS9325**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

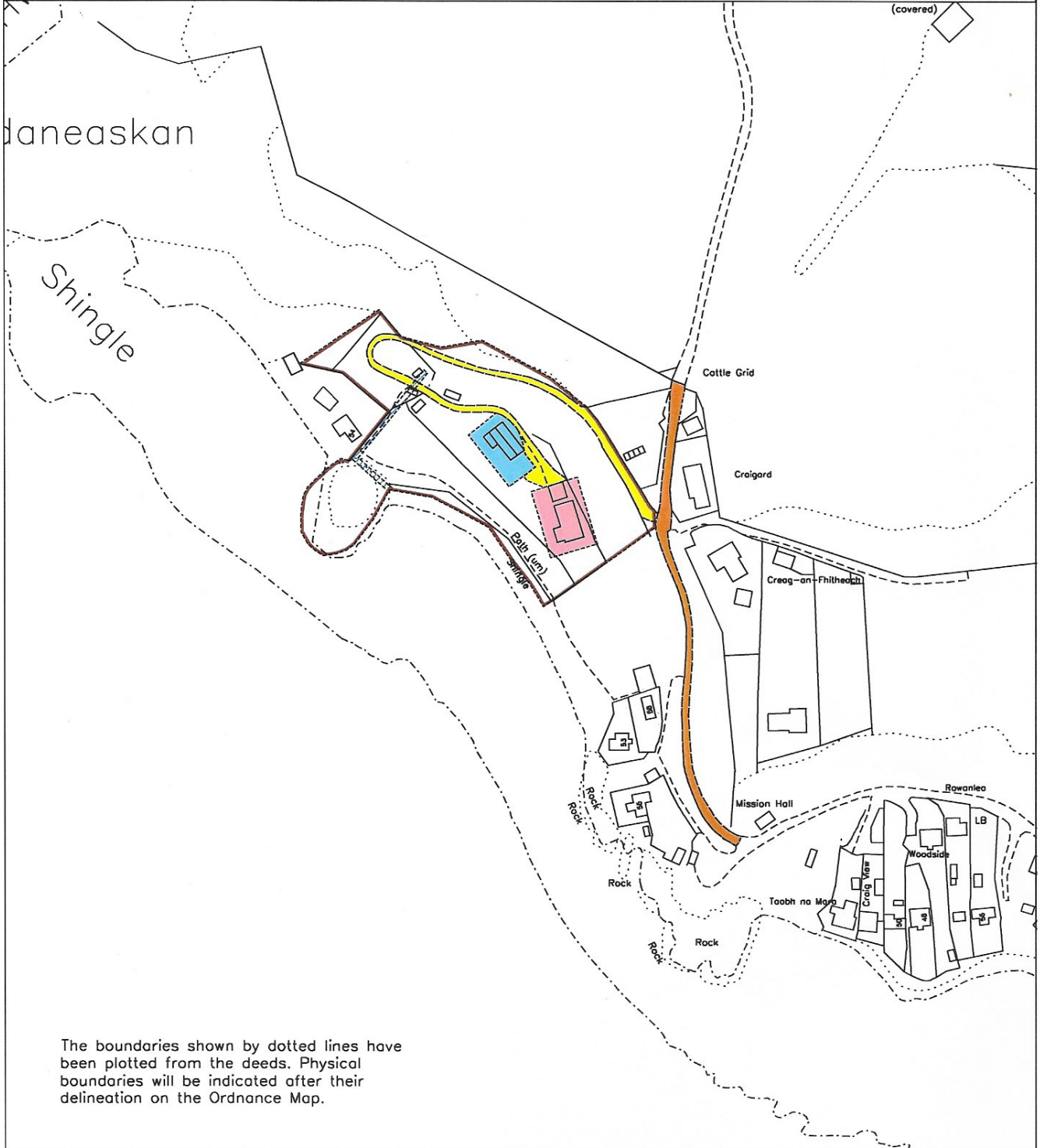
140m

NG8335 NG83NW

Survey Scale

1/2500

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**Section A****ROS9325**

## Property

<b>Date of first registration</b>	13-02-2008
<b>Date title sheet updated to</b>	19-09-2017
<b>Hectarage Code</b>	0
<b>Real Right</b>	OWNERSHIP
<b>Map Reference</b>	NG8335
<b>Title Number</b>	ROS9325
<b>Cadastral Unit</b>	ROS9325
<b>Sasine Search</b>	13679
<b>Property address</b>	HAZELEIGH, ARDANEASKAN, LOCHCARRON, STRATHCARRON IV548YL
<b>Description</b>	Subjects HAZELEIGH, ARDANEASKAN, LOCHCARRON, STRATHCARRON IV54 8YL tinted pink on the Title Plan; Together with a one-half pro indiviso share in and to the common ground lying within the area of ground edged brown on the said Plan; Together with the rights contained in the Deed of Servitude and Agreement and Disposition in Entries 3 and 4 respectively of the Burdens Section and in Part III of the Disposition in Entry 5 of said Section; Together with the subsisting rights to real burdens specified in the Schedule below.
<b>Notes</b>	1. 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.

## Schedule of Particulars Relative to Subsisting Rights to Real Burdens

<b>Entry No</b>	<b>Benefited Property</b>	<b>Real Burdens</b>	<b>Burdened Property</b>
1	That part of the subjects in this Title tinted pink on the Title Plan	Part IV of the Disposition to Roger Hornby and Another, registered 13 Nov. 2007 specified in Entry 5 of the Burdens Section.	Subjects at Ardaneaskan, Lochcarron, Strathcarron tinted blue on the Title Plan, registered under Title Number ROS8902

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**Section B****ROS9325**

Proprietorship

DAVID STUART GETTIE and LYNDA JANE GETTIE both 14b, Carlton Street, Edinburgh, EH4 1NJ  
equally between them and the survivor of them.

<b>Entry number</b>	1
<b>Date of registration</b>	05-05-2017
<b>Date of Entry</b>	02-05-2017
<b>Consideration</b>	£290,000

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**Section C****ROS9325**

Securities

<b>Entry number</b>	1
<b>Specification</b>	Standard Security by said DAVID STUART GETTIE and LYNDA JANE GETTIE to PROFESSOR GEORGE LESLIE ENGLAND residing at BADGER'S HALL, GOAT HOUSE LANE, HAZELEIGH, CHELMSFORD, ESSEX, CM3 6QY.
<b>Date of registration</b>	19-09-2017

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## Section D

**ROS9325**

Burdens

Number of Burdens: 7

### Burden 1

Disposition by Elizabeth Grant or Murray to Alexander Carlton Greg, recorded G.R.S. (Ross & Cromarty) 25 Mar. 1946, of inter alia the towns and lands of Lochcarron, of which the subjects in this Title form part, contains the following declaration:

Declaring that where any wall, fence, hedge or ditch separates the subjects and others hereby disposed from other subjects belonging to me or belonging to Nigel Laidlay or his successors as proprietor of ground and Ardarroch House, Lochcarron such wall, fence hedge or ditch shall be maintained at the mutual expense of my disponee or his foresaids and of myself and my successors in the ownership of the other subjects belonging to me or at the mutual expense of my said disponee and the said Nigel Laidlay and his foresaids.

### Burden 2

Disposition by Alexander Carlton Greg of Lochcarron to Ewen MacKenzie and Another and their assignees and disponees ("my said disponees"), recorded G.R.S. (Ross and Cromarty) 19 Jan. 1971, of 3 areas of ground at Ardaneaskan &c., of which the subjects in this Title form part, contains the following burdens:

(First) my said disponees shall not use the said areas or pieces of ground nor any buildings, erected thereon for the sale or retail of spirituous or exciseable liquors without the written consent of me or my successors whomsoever as proprietors of Lochcarron Estate;

(Second) my said disponees shall be bound to fence and enclose the said areas or pieces of ground in so far as not already done by erecting along the boundary lines thereof good and sufficient permanent walls or fences with necessary gates all of such height and character as may be approved by me or my foresaids and which walls or fences and gates shall thereafter be maintained by my said disponees in a stockproof condition to the satisfaction of me or my foresaids;

(Third) the subjects hereby disposed are so disposed subject to the rights of access hatched in blue on the Title Plan.

### Burden 3

Deed of Servitude and Agreement, recorded G.R.S. (Ross & Cromarty) 18 Aug. 1978, between Alexander Carlton Greg, proprietor of the Estate as aftermentioned, the Secretary of State for Scotland, statutory successor to the Forestry Commissioners and proprietor of North Strome Forest, being ground held in feu on the Lochcarron Estate ("hereinafter referred to as "the said Estate" and Ewen MacKenzie as an individual and as Executor Dative of Annie McGuffie or

MacKenzie, contains grant of servitude by said Alexander Carlton Greg and the Secretary of State for Scotland to said Ewen MacKenzie and his assignees and disponees, as proprietors of that area of ground at Ardaneaskan extending to 2.982 acres, of which the subjects in this Title form part, a perpetual servitude right of way for all purposes to and from the said area of ground over that portion of the Lochcarron Estate by the route tinted brown on the Title Plan from the west end of the public road in Ardaneaskan and that subject to the following conditions:

(First) The said Ewen MacKenzie or his foresaids shall be entitled at his or their expense so far as not already done to construct a road with bridges, culverts or other works where necessary on the said route but the said Alexander Carlton Greg and his successors as proprietors of the said Estate or any portions thereof and his or their tenants shall have right to use the said road and others for his or their own purposes subject as aftermentioned;

(Second) The said Ewen MacKenzie and his successors as proprietors foresaid shall be bound to contribute towards the maintenance and upkeep of the said route according to user and in the event of any dispute arising such contribution shall be fixed by arbitration and in the event that the said Ewen MacKenzie and his successors shall require the said road to be improved beyond its present standard suitable for agricultural and forestry purposes such as the laying of tarmacadam or other upgrading works including the replacement or additional construction of culverts, then such improvement works shall be carried out by and at the sole expense of the said Ewen MacKenzie and his successors and subsequently be wholly maintained by him or them.

#### **Burden 4**

Disposition by Alexander Carlton Greg to George Leslie England and Nigel Graham Shrive and their assignees and disponees, ("my said disponees"), recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987, of that piece of ground at Ardaneaskan extending to 1.18 hectares, of which both that area of ground edged brown on the Title Plan and the subjects in this Title form part, contains inter alia the following rights and burdens:

A heritable and irredeemable servitude right to construct a ditch or culvert on adjoining land belonging to me to the east or north-east of the track or road leading from the Forestry Commission track from Ardaneaskan to Reraig to discharge into the culvert or pipeline being the northerly pipe line marked on the plan annexed as relative hereto with right of access over the said adjoining land belonging to me for purposes of maintenance and repair on payment for or restoration of damage caused by such operations; And also

(One) there is reserved to Ann Stronar Mitchell and her successors whomsoever as proprietors of the subjects lying on or towards the north-west of the subjects hereby disposed all existing rights of way thereto over and across the subjects hereby disposed including without prejudice to that generality a heritable and irredeemable servitude right of way and access thereto for pedestrian traffic from the public road and parking area at Ardaneaskan by the route indicated by parallel broken lines and marked "path" on the said plan annexed as relative hereto; and

(Two) there is reserved to me and my successors whomsoever as proprietors of the subjects lying immediately to the east of the subjects hereby disposed a heritable and irredeemable

servitude right to have and maintain on the subjects hereby disposed the two existing culverts or pipes for the discharge of surface but not foul water as the same are indicated and marked "pipe" on said plan annexed as relative hereto, with right of access thereto for maintenance, repair and renewal when necessary but that subject to restoration or payment for all surface damage occasioned thereby my said disponees and their foresaids being bound nonetheless to maintain said culverts or pipes at their expense all to the satisfaction of the local or statutory authority and to free and relieve me and my successors as proprietors of the Land and Estate of Lochcarron of all claims and demands arising therefrom.

Note: The plan annexed to the copy of the foregoing deed exhibited to the Keeper was of insufficient quality to allow said pipe line, rights of way and culverts or pipes to be determined in relation to the subjects in this Title.

## **Burden 5**

Disposition by Nigel Graham Shrive and George Leslie England to Roger Hornby and Judith Frances Hornby and their assignees and disponees, registered 13 Nov. 2007, of (I) that area of ground extending to 0.0545 hectare of ground at Ardaneaskan, Lochcarron, Strathcarron tinted blue on the Title Plan and (II) a one-half pro indiviso share in and to that area of ground edged brown on said Plan (hereinafter referred to as "the common ground") described in Disposition by Alexander Carlton Greg to Nigel Graham Shrive and George Leslie England, recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987 under exception of the (I) subjects hereby disposed (hereinafter referred to as "the Hornby plot") and that area of ground tinted pink on said Plan (hereinafter referred to as "the England plot"), contains the following real burdens and servitudes which affect the subjects in this Title:

### Part I

The following servitudes are imposed on the common ground in favour of the Hornby plot:-

(a) a servitude right of access for all purposes over the route tinted yellow on the said Plan from the Hornby plot to the public road.

(b) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore a water supply pipe which will be connected to the mains water supply pipe to serve the Hornby plot.

(c) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefor:-

(i) a connection to the common drainage pipe aftermentioned and

(ii) a common drainage pipe which drainage pipe will be constructed along a route to be agreed between the proprietors of the Hornby plot and the proprietors of the England plot and will be used to carry effluent from the individual septic tanks serving the Hornby plot and the England plot to the sea.



(d) a servitude right over the common ground in favour of the proprietors of the Hornby plot/or the appropriate electricity supplier to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

(e) a servitude right over the common ground in favour of the proprietors of the Hornby plot/or the appropriate telephone authority to construct and therefore to inspect and maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

## Part II

The following real burdens are imposed on the England plot in favour of the Hornby plot:-

(a) The proprietors of the England plot shall be obliged to use the said access track hereinbefore described in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the England plot shall be bound to maintain and renew the said access track along with the proprietors of the Hornby plot and any other parties entitled to use the same (so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne accordingly to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance and renewal are required shall be determined failing agreement between the proprietors of the Hornby plot and the proprietors of the England plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the Hornby plot, the proprietors of the England plot and said other parties (if any) bound to maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(d) In exercising each of the servitude rights set out in Part III hereof the proprietors of the England plot shall be responsible for making good all surface damage occasioned by the exercise of the said rights as such damage shall failing agreement be determined by arbitration as aforesaid.

(e) In the event that the proprietors of the England plot and the proprietors of the Hornby plot fail to agree on the line of the said common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietor of the England plot shall not erect any boundary walls, fences or other enclosures upon the England plot without the prior written consent of the proprietors of the Hornby plot.

## Part III

The following servitudes are imposed on the common ground in favour of the England plot:-

(a) a servitude right of access for all purposes over the route tinted yellow on the said Plan from the England plot to the public road.

(b) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore a water supply pipe which will be connected to the mains water supply pipe to serve or serving the England plot.

(c) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore:-

(i) a connection to the common drainage pipe aftermentioned.

(ii) a common drainage pipe which drainage pipe will be constructed along a route to be agreed between the proprietors of the England plot and the proprietors of the Hornby plot and will be used to carry effluent from the individual septic tanks serving the England plot and the Hornby plot to the sea.

(d) a servitude right over the common ground in favour of the proprietors of the England plot/or the appropriate electricity supplier to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

(e) a servitude right over the common ground in favour of the proprietors of the England plot/or the appropriate telephone authority to construct and therefore to inspect and maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

#### Part IV

The following real burdens are imposed on the Hornby plot in favour of the England plot:-

(a) The proprietors of the Hornby plot shall be obliged to use the said access track hereinbefore described in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the Hornby plot shall be bound to maintain and renew the said access track along with the proprietors of the England plot and any other parties entitled to use the same (in so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne according to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance or renewal are required shall be determined failing agreement between the proprietors of the England plot and the proprietors of the Hornby plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the England plot, the proprietors of the Hornby plot and said other parties (if any) bound to maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(d) In exercising each of the servitude rights set out in Part III hereof the proprietors of the Hornby plot shall be responsible for making good all surface damage occasioned by the exercise of the said rights as such damage shall failing agreement be determined by arbitration as aforesaid.

(e) In the event that the proprietors of the Hornby plot and the proprietors of the England plot fail to agree on the line of the said common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietors of the Hornby plot shall not erect any boundary walls, fences or other enclosures upon the Hornby plot without the prior written consent of the proprietor of the England plot.

## **Burden 6**

Disposition by Nigel Graham Shrive and George Leslie England to the said George Leslie England and his executors, assignees and disponees, registered 13 Feb. 2008, of (I) that area of ground extending to 0.0688 hectare of ground at Ardaneaskan, Lochcarron, Strathcarron tinted pink on the Title Plan and (II) a one-half pro indiviso share in and to that area of ground edged brown on said Plan (hereinafter referred to as "the common ground") described in Disposition by Alexander Carlton Greg to Nigel Graham Shrive and George Leslie England, recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987 under exception of the (I) subjects hereby disposed (hereinafter referred to as "the England plot") and that area of ground tinted blue on the said Plan (hereinafter referred to as "the Hornby plot"), contains inter alia the following real burdens:

### Part IV

The following real burdens are imposed on the England plot in favour of the Hornby plot:-

(a) The proprietors of the England plot shall be obliged to use the access track tinted yellow on the said Plan in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the England plot shall be bound to maintain and renew the said access track along with the proprietors of the Hornby plot and any other parties entitled to use the same (in so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne according to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance or renewal are required shall be determined failing agreement between the proprietors of the Hornby plot and the proprietors of the England plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the Hornby plot, the proprietors of the England plot and said other parties (if any) bound to maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(e) In the event that the proprietors of the England plot and the proprietors of the Hornby plot fail to agree on the line of the common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietors of the England plot shall not erect any boundary walls, fences or other enclosures upon the England plot without the prior written consent of the proprietor of the Hornby plot.

## **Burden 7**

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.

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## OBJECTION REPORT 11.04.23

APPLICATION FOR SHORT TERM LET LICENCE - Number HI-10068-P  
130118511 Ard Neamh, Ardaneaskan, Lochcarron IV54 8YL

**Context photos to be viewed in conjunction with objection from Mr D Gettie**

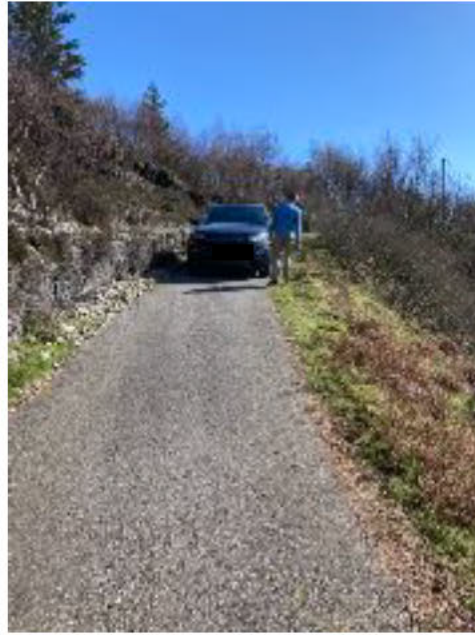


Shared garden area to front of houses - no fences or barriers to separate different uses of each property. Access available up to windows of properties. Boat slip at far left of mown grass with vehicles driving around and turning on grass to access.



Image of our home showing lack of barriers to prevent strangers approaching and attempting access.

## Access

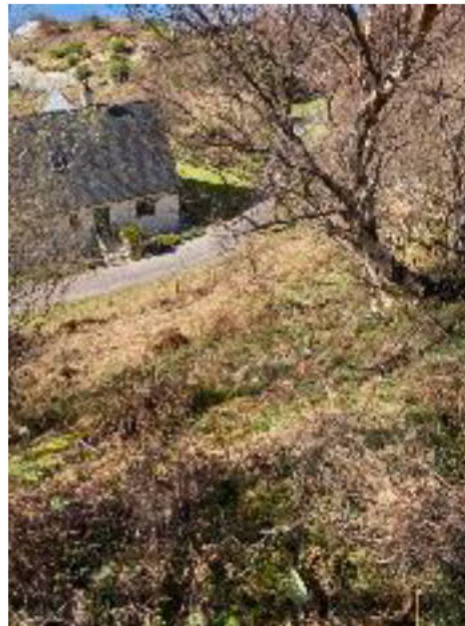


Narrow private access road leading down towards houses - erosion above

Narrow private access road behind and above garden - no passing spaces and no safety barriers

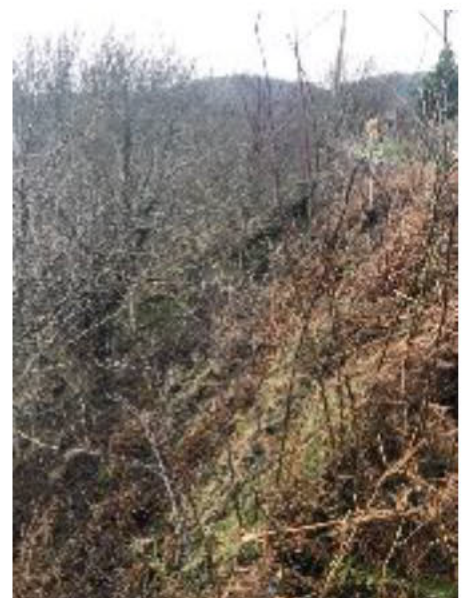


Narrow access road looking back up towards entrance gate. No passing places.



Steep embankment below road with no safety barriers (Ard Neamh shown at bottom of embankment)

Embankment from below road





Garden gate and road access to both houses



road in garden showing steep embankment behind Ard Neamh - main access road is at top of image with no barriers to steep drop.



Road in garden leading behind Ard Neamh showing Hazeleigh garage in background. No hardstanding available for vehicles parking at Ard Neamh. Turning space at end of garden road showing proximity of garages



Limited shared manoeuvring space for access, reversing and turning cars.



Regular maintenance activities in shared garden.

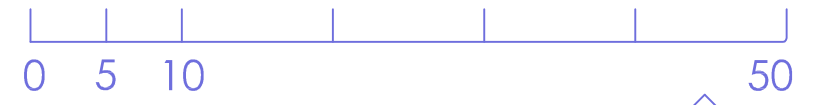


Drainage ditch



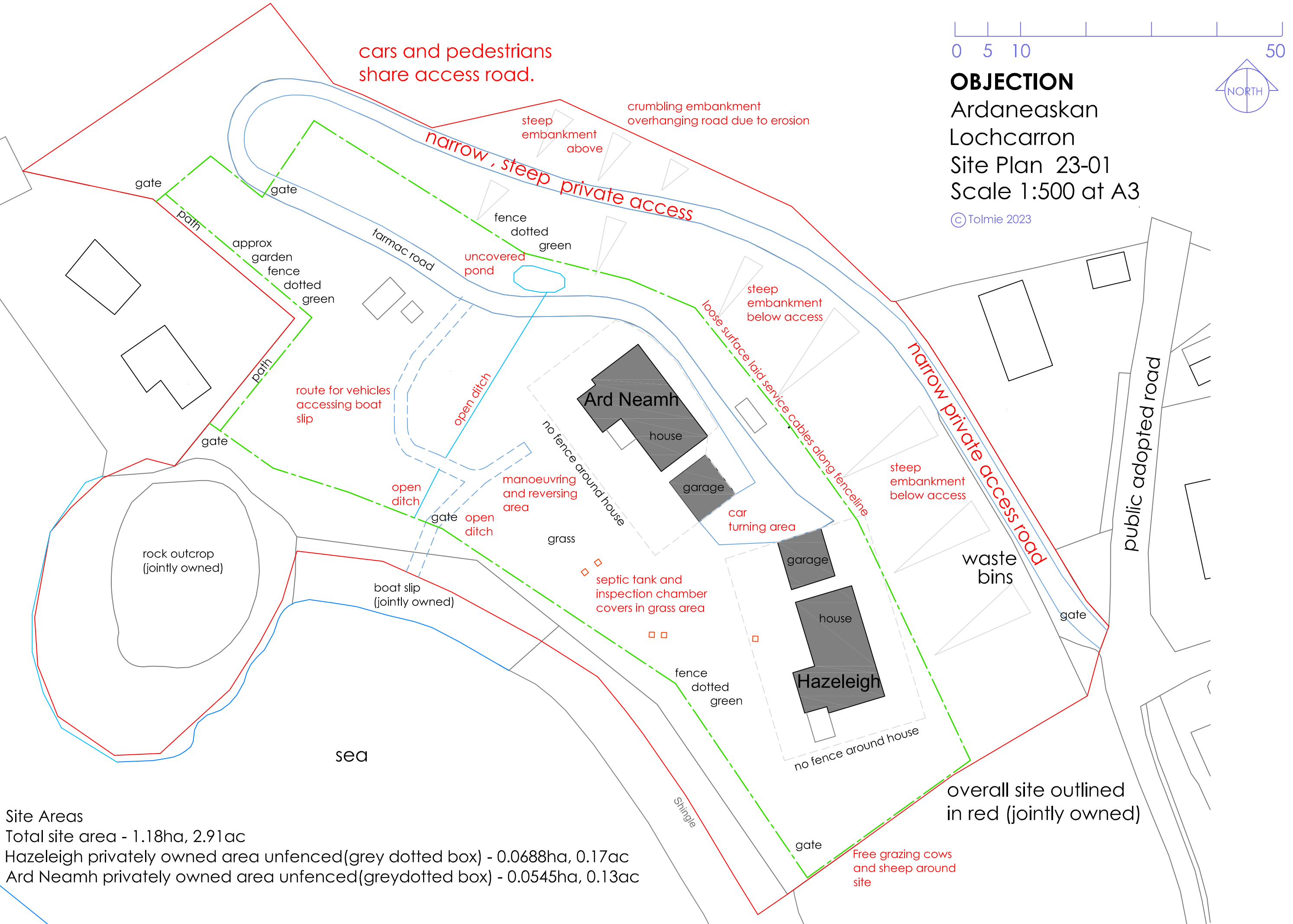
Free roaming livestock locally





**OBJECTION**  
 Ardaneaskan  
 Lochcarron  
 Site Plan 23-01  
 Scale 1:500 at A3

©Tolmie 2023



Site Areas  
 Total site area - 1.18ha, 2.91ac  
 Hazeleigh privately owned area unfenced (grey dotted box) - 0.0688ha, 0.17ac  
 Ard Neamh privately owned area unfenced (grey dotted box) - 0.0545ha, 0.13ac

overall site outlined in red (jointly owned)

Free grazing cows and sheep around site

The Highland Council  
Town House  
Inverness IV1 1JJ



Dear Sir/Madam,

**APPLICATION FOR SHORT TERM LET LICENCE 130118511 Ard Neamh,  
Ardaneaskan, Lochcarron IV54 8YL**

I object to the above application. I understand the applicant has submitted a new application, so this letter replaces my previous objection dated 4th April 2023.

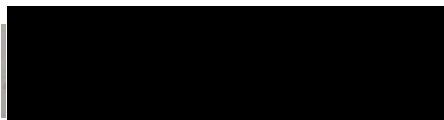
I have stayed in the area in the past and I am aware of the land ownership situation of this property with the neighbouring property, Hazeleigh. These two closely adjacent properties are highly dependent on each other for safety, security and wellbeing. They are quite different from other holiday lets around the loch in that they have open boundaries, shared land and access. This unique situation means it is not permitted for the owners of Hazeleigh to erect secure fencing to protect their home and themselves from the numerous strangers a STL brings. Hazeleigh is used by the owners to live in and to sometimes work from home.

Ard Neamh and Hazeleigh were built and have been used as private residences. In the wider area on the shore line, the other properties have been operated as holiday lets. I object to Ard Neamh being given a STLL as this change in use and the nuisance it causes will make it difficult for the owners of Hazeleigh to remain there as residents. It will effectively change the last remaining properties from residential homes to holiday lets and deplete the housing stock in the area for local people. I do not feel Ard Neamh is suitable as a STL.

The owner of Hazeleigh has always lived and paid income tax in Scotland. They pay Council Tax to the Highland Council. These residents should be protected from investors who change the use of their property to a Self Catering Unit with no requirement to pay Council Tax.

I ask that you refuse this application.

Yours faithfully,



Shirley Mackenzie Anderson (Mrs)

**Please confirm receipt of this objection.**

BY E-MAIL

Appendix 4

27th November 2023

The Highland Council  
Town House  
Inverness IV1 1JJ  
stl@highland.gov.uk



Dear Sir/Madam

OBJECTION - APPLICATION FOR SHORT TERM LET LICENCE  
130118511 Ard Neamh, Ardaneaskan, Lochcarron IV54 8YL

Further to my previous objection, I note that a new application has been submitted by the applicants in which the subjects of licence have been limited to only the extent of the subjects they own.

I understand that they may have revised their application in this way so as to try to limit the consideration of the application to the red outlined area which comprises land in their sole ownership. Although perhaps not specifically referenced in the application as it relates to the house only, the applicant is proposing that these areas of shared ownership be used in connection with the business of letting Ard Neamh. This is because the land surrounding Ard Neamh, including the access track, is owned jointly between the owners of Ard Neamh and me and my husband as owner of the adjacent property, Hazeleigh. My husband and I, as joint owners of the garden and amenity ground and the access road, and are concerned about the use of these areas for that purpose on grounds of safety for both third party users and ourselves.

In determining the application, I am asking the Committee to take into account paragraph 5(3) Schedule 1 of the Civic Government (Scotland) Act 1982 which states the grounds on which a licensing authority may refuse an application to grant a licence. These include that the premises are not suitable for the conduct of the activity having regard to the location, character or condition of the premises or the nature and extent of the proposed activity. Another ground is the possibility of undue public nuisance, or public order or public safety. There is a further ground where there is "other good reason" for refusing the application. I also note the reference to *Leisure Inns (UK) Limited v Perth and Kinross District Licensing Board 1991 SC 224* in the judgement relating to the petition against the City of Edinburgh Council Short Term Lets Policy which states that a licensing decision to refuse a licence because amenity would be affected is lawful if there is material to justify it.

The shared ownership of the surrounding garden ground and access road makes this a unique situation, the nature of which requires the impact of the letting of Ard Neamh to be considered in terms of its impact on my and my husband's amenity as owners of the neighbouring property.

Hazeleigh is my and my husband's main home which we bought in May 2017. During the purchase process and due to the unique shared land situation, there was a lot of emphasis placed on whether we get on with the neighbour and then owner of Ard Neamh, who is the applicant's father. We were delighted when we got the opportunity to buy Hazeleigh and it has been our home ever since.

I enclose copies of the title to my property, Hazeleigh (see title sheet ROS9325 enclosed with this letter), and title to the applicant's property, Ard Neamh (see title sheet ROS8902, also enclosed). The titles show that the only ground owned exclusively by each home owner is the immediately surrounding each of the individual houses, shown pink and blue on the title plans. All of the garden

ground and amenity land, together with the access road which is shown coloured yellow on the plan, is owned jointly by the owners of the two houses. The unusual title position relating to the properties, the proximity of the houses to one another with only a small area surrounding the footprint of each house owned exclusively and otherwise surrounded by jointly owned access and garden and amenity ground makes the situation quite unique from an ownership and importantly access/use perspective and makes the applicant's property unsuitable for use as short term let.

In terms of safety, the access road is narrow with no passing places, on a hill and with a steep drop off on one side down to the houses. For those not used to driving on such roads, it could be quite daunting and an unwary driver could leave the road and roll down the embankment. That is a particular concern in winter. When the houses were both being used as private residences, then traffic would be light and neighbourly relations would mean that there would be consideration as regards use, and you would expect each driver to know the road and be able to reverse if necessary. The agents website for the letting of Ard Neamh say that up to 4 vehicles are allowed at the property.

That number of vehicles also causes issues with parking arrangements. As you can see from the ownership title plans, there is no space within the boundaries of the ownership of Ard Neamh for 4 vehicles to be legally parked and so parking will be either on the jointly owned grass or the jointly owned access road area shown coloured yellow on the title plans. The titles require the yellow area shown on the titles to be kept free from obstruction and so parking must not be undertaken on the yellow areas. There are no alternative parking spaces at the property and so parking at the property will impinge on my and my husband's joint ownership of the common areas. The applicant has not erected any signage to identify areas for turning, parking or which areas are private.

The Scottish Government's guidance on short term lets acknowledges that short term lets can be stressful for neighbours, particularly in relation to use of outdoor facilities and communal areas. Ard Neamh and my property share all the outside space around them so it is particularly stressful here. We are not aware of who will be arriving at the property each week, and how they will act towards us and our dog. The title deeds prevent our putting up fences to better demarcate boundaries for our house or to fence an area of the garden to keep our dog safe, and the owners of Ard Neamh have objected to fences and signage when we previously proposed this. The lack of fencing works when neighbours know each other and share the space on a neighbourly basis, know the dog etc, but it causes issues when the space is being used by various groups of people on a continually changing basis and various cars are coming and going and parking in different places. Now we do not feel able to let the dog out other than when it is on a lead. Almost all of the holidaymakers approach us for a chat at some point as in such an isolated location it would be odd not to engage with someone so physically close. This generally results in them coming up to us at our garage where they can see the contents.

The property is located in a rural location down a single track road and hidden from public view. It was felt to afford a certain amount of security to the property given it is not otherwise seen from the road and therefore it is not so obvious when it is empty for any period of time. However, with people coming and going to the property its location and whether or not it is occupied is easily noted. It was previously very easy to spot someone on the property that shouldn't be there. This is now not possible given it is not known who is to be visiting the property for legitimate purposes at any time. These are issues of particular concern to me if I am alone in the house with the potential of unknown people in the next door house able to wander up to my windows when it will be apparent I am home alone.

The final aspect that I would ask the Committee to take into consideration is concern in relation to liability for people injuring themselves on the jointly owned areas, either in the garden or when using the access road. I am concerned that if it is decided that an accident has occurred for some reason due to me or my husband, the third party liability insurance that the applicant has in respect of Ard Neamh will not cover us. Also, the insurers of Ard Neamh may actually seek to recover from us, any payments that they have to make. I have tried to obtain insurance but have been told by brokers that we cannot get 3rd party insurance that covers us for the use by one owner of the jointly owned common areas when used in the course of a business.

We have approached the applicant to ask if they could agree to measures that would minimise the impact of the STL and reduce the considerable stress it is causing. The points are;

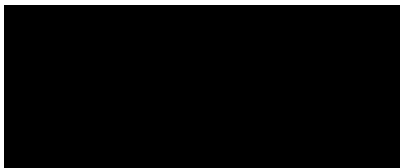
1. Fence to be erected equidistant between each property, the fencing to form the boundary for access by their guests and to be marked by clear signage advising that the area beyond is private. This would stop guests accessing up to my windows and give a small area for my dog to run free of guests or cars.
2. Turning area to be clear and have no parking for either household. For safety reasons.
3. No parking for guests to the side or front of Ard Neamh garage or anywhere on the access track. All parking to be to the north side of Ard Neamh. This would keep guests as far from our garage as reasonably possible while still being adjacent to Ard Neamh.
4. Clear signage erected and information provided to guests as regards parking, turning areas and private areas.
5. The applicants provide insurance indemnity for any claims by guests arising in connection with the common areas.
6. No stag, hen or other parties allowed.
7. No noise outside after 11pm.
8. No BBQ's or other fires.

The applicant has not agreed to these points although they would have little or no impact on the holidaymakers enjoyment of the property or the applicants land ownership situation.

If a STLL is granted for Ard Neamh it will give a permanent right for a succession of strangers to access my house and garden and make it very difficult for myself or anyone to live safely in my home as a normal resident.

I therefore ask the Committee to refuse the application in accordance with the grounds of the 1982 Act for the reasons that I have set out above.

Yours faithfully

A large black rectangular redaction box covering the signature area.

Lynda Gettie

Encls.



# Title Information: ROS9325

## Search summary

<b>Date/Time of search</b>	10-04-2023 08:45:54
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<b>Payment reference number</b>	PRMY-DY96-K24P-KMDX
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**Section A****ROS9325**

## Property

<b>Date of first registration</b>	13-02-2008
<b>Date title sheet updated to</b>	19-09-2017
<b>Hectarage Code</b>	0
<b>Real Right</b>	OWNERSHIP
<b>Map Reference</b>	NG8335
<b>Title Number</b>	ROS9325
<b>Cadastral Unit</b>	ROS9325
<b>Sasine Search</b>	13679
<b>Property address</b>	HAZELEIGH, ARDANEASKAN, LOCHCARRON, STRATHCARRON IV548YL

<b>Description</b>	Subjects HAZELEIGH, ARDANEASKAN, LOCHCARRON, STRATHCARRON IV54 8YL tinted pink on the Title Plan; Together with a one-half pro indiviso share in and to the common ground lying within the area of ground edged brown on the said Plan; Together with the rights contained in the Deed of Servitude and Agreement and Disposition in Entries 3 and 4 respectively of the Burdens Section and in Part III of the Disposition in Entry 5 of said Section; Together with the subsisting rights to real burdens specified in the Schedule below.
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<b>Notes</b>	1. 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

<b>Entry No</b>	<b>Benefited Property</b>	<b>Real Burdens</b>	<b>Burdened Property</b>
1	That part of the subjects in this Title tinted pink on the Title Plan	Part IV of the Disposition to Roger Hornby and Another, registered 13 Nov. 2007 specified in Entry 5 of the Burdens Section.	Subjects at Ardaneaskan, Lochcarron, Strathcarron tinted blue on the Title Plan, registered under Title Number ROS8902

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**Section B****ROS9325**

## Proprietorship

DAVID STUART GETTIE and LYNDA JANE GETTIE both 14b, Carlton Street, Edinburgh, EH4 1NJ equally between them and the survivor of them.

<b>Entry number</b>	1
<b>Date of registration</b>	05-05-2017
<b>Date of Entry</b>	02-05-2017
<b>Consideration</b>	£290,000

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**Section C****ROS9325**

## Securities

<b>Entry number</b>	1
<b>Specification</b>	Standard Security by said DAVID STUART GETTIE and LYNDA JANE GETTIE to PROFESSOR GEORGE LESLIE ENGLAND residing at BADGER'S HALL, GOAT HOUSE LANE, HAZELEIGH, CHELMSFORD, ESSEX, CM3 6QY.
<b>Date of registration</b>	19-09-2017

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## Section D

**ROS9325**

### Burdens

Number of Burdens: 7

#### **Burden 1**

Disposition by Elizabeth Grant or Murray to Alexander Carlton Greg, recorded G.R.S. (Ross & Cromarty) 25 Mar. 1946, of inter alia the towns and lands of Lochcarron, of which the subjects in this Title form part, contains the following declaration:

Declaring that where any wall, fence, hedge or ditch separates the subjects and others hereby disposed from other subjects belonging to me or belonging to Nigel Laidlay or his successors as proprietor of ground and Ardarroch House, Lochcarron such wall, fence hedge or ditch shall be maintained at the mutual expense of my disponee or his foresaids and of myself and my successors in the ownership of the other subjects belonging to me or at the mutual expense of my said disponee and the said Nigel Laidlay and his foresaids.

#### **Burden 2**

Disposition by Alexander Carlton Greg of Lochcarron to Ewen MacKenzie and Another and their assignees and disponees ("my said disponees"), recorded G.R.S. (Ross and Cromarty) 19 Jan. 1971, of 3 areas of ground at Ardaneaskan &c., of which the subjects in this Title form part, contains the following burdens:

(First) my said disponees shall not use the said areas or pieces of ground nor any buildings, erected thereon for the sale or retail of spirituous or exciseable liquors without the written consent of me or my successors whomsoever as proprietors of Lochcarron Estate;

(Second) my said disponees shall be bound to fence and enclose the said areas or pieces of ground in so far as not already done by erecting along the boundary lines thereof good and sufficient permanent walls or fences with necessary gates all of such height and character as may be approved by me or my foresaids and which walls or fences and gates shall thereafter be maintained by my said disponees in a stockproof condition to the satisfaction of me or my foresaids;

(Third) the subjects hereby disposed are so disposed subject to the rights of access hatched in blue on the Title Plan.

#### **Burden 3**

Deed of Servitude and Agreement, recorded G.R.S. (Ross & Cromarty) 18 Aug. 1978, between Alexander Carlton Greg, proprietor of the Estate as aftermentioned, the Secretary of State for Scotland, statutory successor to the Forestry Commissioners and proprietor of North Strome Forest, being ground held in feu on the Lochcarron Estate ("hereinafter referred to as "the said Estate" and Ewen MacKenzie as an individual and as Executor Dative of Annie McGuffie or

MacKenzie, contains grant of servitude by said Alexander Carlton Greg and the Secretary of State for Scotland to said Ewen MacKenzie and his assignees and disponees, as proprietors of that area of ground at Ardaneaskan extending to 2.982 acres, of which the subjects in this Title form part, a perpetual servitude right of way for all purposes to and from the said area of ground over that portion of the Lochcarron Estate by the route tinted brown on the Title Plan from the west end of the public road in Ardaneaskan and that subject to the following conditions:

(First) The said Ewen MacKenzie or his foresaids shall be entitled at his or their expense so far as not already done to construct a road with bridges, culverts or other works where necessary on the said route but the said Alexander Carlton Greg and his successors as proprietors of the said Estate or any portions thereof and his or their tenants shall have right to use the said road and others for his or their own purposes subject as aftermentioned;

(Second) The said Ewen MacKenzie and his successors as proprietors foresaid shall be bound to contribute towards the maintenance and upkeep of the said route according to user and in the event of any dispute arising such contribution shall be fixed by arbitration and in the event that the said Ewen MacKenzie and his successors shall require the said road to be improved beyond its present standard suitable for agricultural and forestry purposes such as the laying of tarmacadam or other upgrading works including the replacement or additional construction of culverts, then such improvement works shall be carried out by and at the sole expense of the said Ewen MacKenzie and his successors and subsequently be wholly maintained by him or them.

#### **Burden 4**

Disposition by Alexander Carlton Greg to George Leslie England and Nigel Graham Shrive and their assignees and disponees, ("my said disponees"), recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987, of that piece of ground at Ardaneaskan extending to 1.18 hectares, of which both that area of ground edged brown on the Title Plan and the subjects in this Title form part, contains inter alia the following rights and burdens:

A heritable and irredeemable servitude right to construct a ditch or culvert on adjoining land belonging to me to the east or north-east of the track or road leading from the Forestry Commission track from Ardaneaskan to Reraig to discharge into the culvert or pipeline being the northerly pipe line marked on the plan annexed as relative hereto with right of access over the said adjoining land belonging to me for purposes of maintenance and repair on payment for or restoration of damage caused by such operations; And also

(One) there is reserved to Ann Stronar Mitchell and her successors whomsoever as proprietors of the subjects lying on or towards the north-west of the subjects hereby disposed all existing rights of way thereto over and across the subjects hereby disposed including without prejudice to that generality a heritable and irredeemable servitude right of way and access thereto for pedestrian traffic from the public road and parking area at Ardaneaskan by the route indicated by parallel broken lines and marked "path" on the said plan annexed as relative hereto; and

(Two) there is reserved to me and my successors whomsoever as proprietors of the subjects lying immediately to the east of the subjects hereby disposed a heritable and irredeemable

servitude right to have and maintain on the subjects hereby disposed the two existing culverts or pipes for the discharge of surface but not foul water as the same are indicated and marked "pipe" on said plan annexed as relative hereto, with right of access thereto for maintenance, repair and renewal when necessary but that subject to restoration or payment for all surface damage occasioned thereby my said disponees and their foresaids being bound nonetheless to maintain said culverts or pipes at their expense all to the satisfaction of the local or statutory authority and to free and relieve me and my successors as proprietors of the Land and Estate of Lochcarron of all claims and demands arising therefrom.

Note: The plan annexed to the copy of the foregoing deed exhibited to the Keeper was of insufficient quality to allow said pipe line, rights of way and culverts or pipes to be determined in relation to the subjects in this Title.

## **Burden 5**

Disposition by Nigel Graham Shrive and George Leslie England to Roger Hornby and Judith Frances Hornby and their assignees and disponees, registered 13 Nov. 2007, of (I) that area of ground extending to 0.0545 hectare of ground at Ardaneaskan, Lochcarron, Strathcarron tinted blue on the Title Plan and (II) a one-half pro indiviso share in and to that area of ground edged brown on said Plan (hereinafter referred to as "the common ground") described in Disposition by Alexander Carlton Greg to Nigel Graham Shrive and George Leslie England, recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987 under exception of the (I) subjects hereby disposed (hereinafter referred to as "the Hornby plot") and that area of ground tinted pink on said Plan (hereinafter referred to as "the England plot"), contains the following real burdens and servitudes which affect the subjects in this Title:

### **Part I**

The following servitudes are imposed on the common ground in favour of the Hornby plot:-

(a) a servitude right of access for all purposes over the route tinted yellow on the said Plan from the Hornby plot to the public road.

(b) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore a water supply pipe which will be connected to the mains water supply pipe to serve the Hornby plot.

(c) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefor:-

(i) a connection to the common drainage pipe aftermentioned and

(ii) a common drainage pipe which drainage pipe will be constructed along a route to be agreed between the proprietors of the Hornby plot and the proprietors of the England plot and will be used to carry effluent from the individual septic tanks serving the Hornby plot and the England plot to the sea.

(d) a servitude right over the common ground in favour of the proprietors of the Hornby plot/or the appropriate electricity supplier to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

(e) a servitude right over the common ground in favour of the proprietors of the Hornby plot/or the appropriate telephone authority to construct and therefore to inspect and maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

## Part II

The following real burdens are imposed on the England plot in favour of the Hornby plot:-

(a) The proprietors of the England plot shall be obliged to use the said access track hereinbefore described in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the England plot shall be bound to maintain and renew the said access track along with the proprietors of the Hornby plot and any other parties entitled to use the same (so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne accordingly to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance and renewal are required shall be determined failing agreement between the proprietors of the Hornby plot and the proprietors of the England plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the Hornby plot, the proprietors of the England plot and said other parties (if any) bound to maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(d) In exercising each of the servitude rights set out in Part III hereof the proprietors of the England plot shall be responsible for making good all surface damage occasioned by the exercise of the said rights as such damage shall failing agreement be determined by arbitration as aforesaid.

(e) In the event that the proprietors of the England plot and the proprietors of the Hornby plot fail to agree on the line of the said common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietor of the England plot shall not erect any boundary walls, fences or other enclosures upon the England plot without the prior written consent of the proprietors of the Hornby plot.

## Part III

The following servitudes are imposed on the common ground in favour of the England plot:-

(a) a servitude right of access for all purposes over the route tinted yellow on the said Plan from the England plot to the public road.

(b) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore a water supply pipe which will be connected to the mains water supply pipe to serve or serving the England plot.

(c) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore:-

(i) a connection to the common drainage pipe aftermentioned.

(ii) a common drainage pipe which drainage pipe will be constructed along a route to be agreed between the proprietors of the England plot and the proprietors of the Hornby plot and will be used to carry effluent from the individual septic tanks serving the England plot and the Hornby plot to the sea.

(d) a servitude right over the common ground in favour of the proprietors of the England plot/or the appropriate electricity supplier to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

(e) a servitude right over the common ground in favour of the proprietors of the England plot/or the appropriate telephone authority to construct and therefore to inspect and maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

#### Part IV

The following real burdens are imposed on the Hornby plot in favour of the England plot:-

(a) The proprietors of the Hornby plot shall be obliged to use the said access track hereinbefore described in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the Hornby plot shall be bound to maintain and renew the said access track along with the proprietors of the England plot and any other parties entitled to use the same (in so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne according to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance or renewal are required shall be determined failing agreement between the proprietors of the England plot and the proprietors of the Hornby plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the England plot, the proprietors of the Hornby plot and said other parties (if any) bound to maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(d) In exercising each of the servitude rights set out in Part III hereof the proprietors of the Hornby plot shall be responsible for making good all surface damage occasioned by the exercise of the said rights as such damage shall failing agreement be determined by arbitration as aforesaid.

(e) In the event that the proprietors of the Hornby plot and the proprietors of the England plot fail to agree on the line of the said common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietors of the Hornby plot shall not erect any boundary walls, fences or other enclosures upon the Hornby plot without the prior written consent of the proprietor of the England plot.

## **Burden 6**

Disposition by Nigel Graham Shrive and George Leslie England to the said George Leslie England and his executors, assignees and disponees, registered 13 Feb. 2008, of (I) that area of ground extending to 0.0688 hectare of ground at Ardaneaskan, Lochcarron, Strathcarron tinted pink on the Title Plan and (II) a one-half pro indiviso share in and to that area of ground edged brown on said Plan (hereinafter referred to as "the common ground") described in Disposition by Alexander Carlton Greg to Nigel Graham Shrive and George Leslie England, recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987 under exception of the (I) subjects hereby disposed (hereinafter referred to as "the England plot") and that area of ground tinted blue on the said Plan (hereinafter referred to as "the Hornby plot"), contains inter alia the following real burdens:

### **Part IV**

The following real burdens are imposed on the England plot in favour of the Hornby plot:-

(a) The proprietors of the England plot shall be obliged to use the access track tinted yellow on the said Plan in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the England plot shall be bound to maintain and renew the said access track along with the proprietors of the Hornby plot and any other parties entitled to use the same (in so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne according to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance or renewal are required shall be determined failing agreement between the proprietors of the Hornby plot and the proprietors of the England plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the Hornby plot, the proprietors of the England plot and said other parties (if any) bound to maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(e) In the event that the proprietors of the England plot and the proprietors of the Hornby plot fail to agree on the line of the common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietors of the England plot shall not erect any boundary walls, fences or other enclosures upon the England plot without the prior written consent of the proprietor of the Hornby plot.

## **Burden 7**

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.

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LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

6461  
26/5/2017

TITLE NUMBER

**ROS9325**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

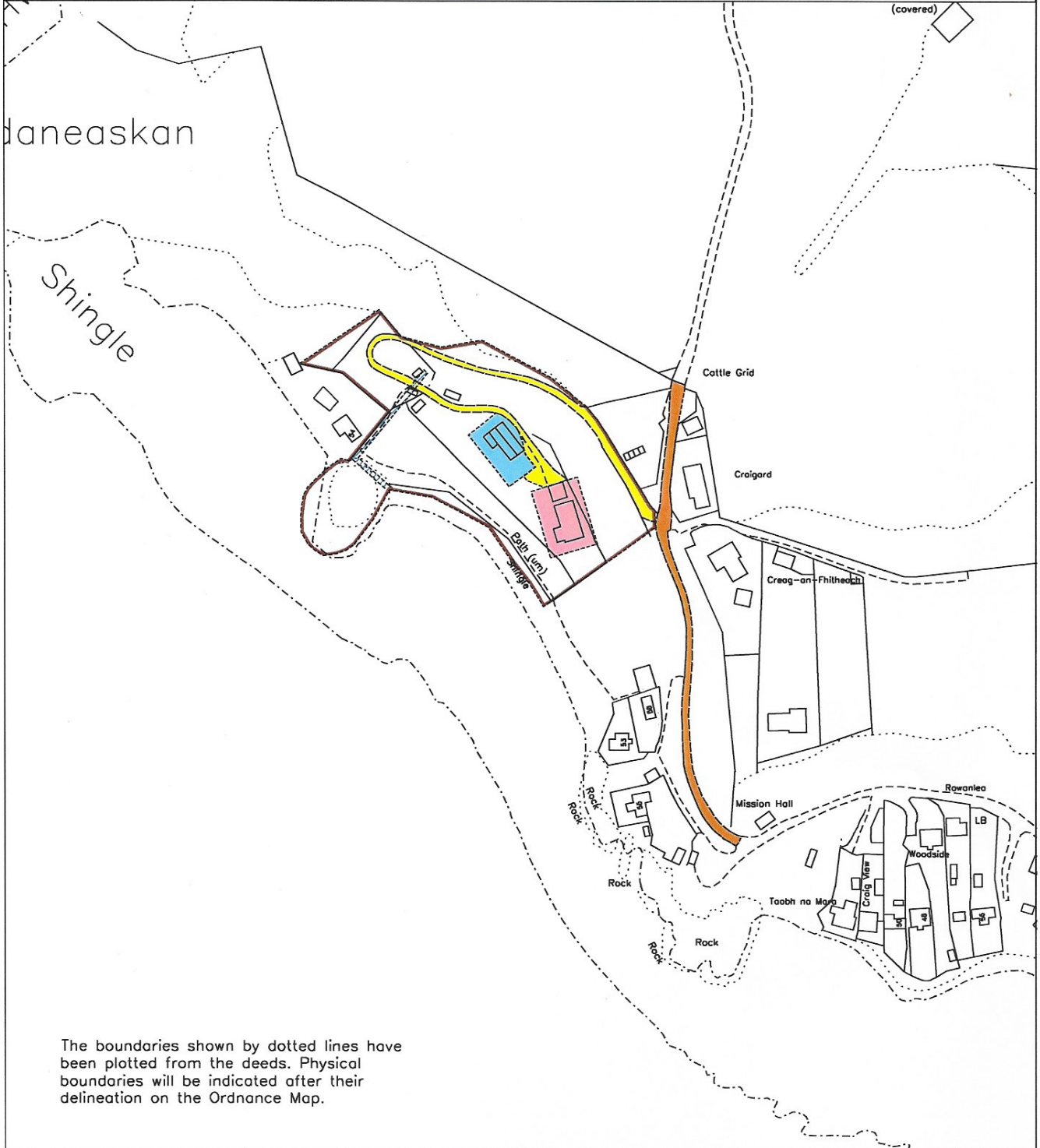
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NG8335 NG83NW

Survey Scale

1/2500

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# Title Information: ROS8902

## Search summary

**Date/Time of search** 06-04-2023 08:09:33

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**Payment reference number** TDQ3-5WMM-ZG26-QHKW

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**Section A****ROS8902**

## Property

<b>Date of first registration</b>	13-11-2007
<b>Date title sheet updated to</b>	20-08-2021
<b>Hectarage Code</b>	0
<b>Real Right</b>	OWNERSHIP
<b>Map Reference</b>	NG8335
<b>Title Number</b>	ROS8902
<b>Cadastral Unit</b>	ROS8902
<b>Sasine Search</b>	13679
<b>Property address</b>	ARD NEAMH, ARDANEASKAN, LOCHCARRON, STRATHCARRON IV548YL
<b>Description</b>	Subjects ARD NEAMH, ARDANEASKAN, LOCHCARRON, STRATHCARRON IV54 8YL tinted pink on the Title Plan; Together with a one-half pro indiviso share in and to the common ground lying within the area of ground edged brown on the said Plan; Together with the rights contained in the Deed of Servitude and Agreement and Disposition in Entries 3 and 4 respectively of the Burdens Section and in Part I of the Disposition in Entry 5 of said Section. Together with the subsisting rights to real burdens specified in the Schedule below.
<b>Notes</b>	1. 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.

## Schedule of Particulars Relative to Subsisting Rights to Real Burdens

<b>Entry No</b>	<b>Benefited Property</b>	<b>Real Burdens</b>	<b>Burdened Property</b>
1	that part of the subjects in this Title tinted pink on the Title Plan	Part II of the Disposition to Roger Hornby and Another, registered 13 Nov. 2007 specified in Entry 5 of the Burdens Section.	Subjects at Ardaneaskan, Lochcarron, Strathcarron tinted blue on the Title Plan, registered under Title Number ROS9325
2	that part of the subjects in this Title tinted pink on the Title Plan	Part IV of the Disposition to George Leslie England, registered 13 Feb. 2008 specified in Entry 6 of the Burdens Section.	Subjects at Ardaneaskan, Lochcarron, Strathcarron tinted blue on the Title Plan, registered under Title Number ROS9325

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**Section B****ROS8902**

## Proprietorship

THOMAS EDWIN HORNBY 34 Kenbourne Road, Sheffield, South Yorkshire S7 1NL and STELLA JANE WOLFRAM (otherwise STELLA JANE HORNBY ) Hillside, Church Street, Wootton, Woodstock, OX20 1DS equally between them.

<b>Entry number</b>	1
<b>Date of registration</b>	20-08-2021
<b>Date of Entry</b>	19-08-2021
<b>Consideration</b>	Love, Favour and Affection

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## **Section C**

**ROS8902**

### Securities

There are no entries.

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## Section D

**ROS8902**

### Burdens

Number of Burdens: 7

#### **Burden 1**

Disposition by Elizabeth Grant or Murray to Alexander Carlton Greg, recorded G.R.S. (Ross & Cromarty) 25 Mar. 1946, of inter alia the towns and lands of Lochcarron, of which the subjects in this Title form part, contains the following declaration:

Declaring that where any wall, fence, hedge or ditch separates the subjects and others hereby disposed from other subjects belonging to me or belonging to Nigel Laidlay or his successors as proprietor of ground and Ardarroch House, Lochcarron such wall, fence hedge or ditch shall be maintained at the mutual expense of my disponee or his foresaids and of myself and my successors in the ownership of the other subjects belonging to me or at the mutual expense of my said disponee and the said Nigel Laidlay and his foresaids.

#### **Burden 2**

Disposition by Alexander Carlton Greg of Lochcarron to Ewen MacKenzie and Another and their assignees and disponees ("my said disponees"), recorded G.R.S. (Ross and Cromarty) 19 Jan. 1971, of 3 areas of ground at Ardaneaskan &c., of which the subjects in this Title form part, contains the following burdens:

(First) my said disponees shall not use the said areas or pieces of ground nor any buildings, erected thereon for the sale or retail of spirituous or exciseable liquors without the written consent of me or my successors whomsoever as proprietors of Lochcarron Estate;

(Second) my said disponees shall be bound to fence and enclose the said areas or pieces of ground in so far as not already done by erecting along the boundary lines thereof good and sufficient permanent walls or fences with necessary gates all of such height and character as may be approved by me or my foresaids and which walls or fences and gates shall thereafter be maintained by my said disponees in a stockproof condition to the satisfaction of me or my foresaids;

(Third) the subjects hereby disposed are so disposed subject to the rights of access hatched in blue on the Title Plan.

#### **Burden 3**

Deed of Servitude and Agreement, recorded G.R.S. (Ross & Cromarty) 18 Aug. 1978, between Alexander Carlton Greg, proprietor of the Estate as aftermentioned, the Secretary of State for Scotland, statutory successor to the Forestry Commissioners and proprietor of North Strome Forest, being ground held in feu on the Lochcarron Estate ("hereinafter referred to as "the said Estate" and Ewen MacKenzie as an individual and as Executor Dative of Annie McGuffie or

MacKenzie, contains grant of servitude by said Alexander Carlton Greg and the Secretary of State for Scotland to said Ewen MacKenzie and his assignees and disponees, as proprietors of that area of ground at Ardaneaskan extending to 2.982 acres, of which the subjects in this Title form part, a perpetual servitude right of way for all purposes to and from the said area of ground over that portion of the Lochcarron Estate by the route tinted brown on the Title Plan from the west end of the public road in Ardaneaskan and that subject to the following conditions:

(First) The said Ewen MacKenzie or his foresaids shall be entitled at his or their expense so far as not already done to construct a road with bridges, culverts or other works where necessary on the said route but the said Alexander Carlton Greg and his successors as proprietors of the said Estate or any portions thereof and his or their tenants shall have right to use the said road and others for his or their own purposes subject as aftermentioned;

(Second) The said Ewen MacKenzie and his successors as proprietors foresaid shall be bound to contribute towards the maintenance and upkeep of the said route according to user and in the event of any dispute arising such contribution shall be fixed by arbitration and in the event that the said Ewen MacKenzie and his successors shall require the said road to be improved beyond its present standard suitable for agricultural and forestry purposes such as the laying of tarmacadam or other upgrading works including the replacement or additional construction of culverts, then such improvement works shall be carried out by and at the sole expense of the said Ewen MacKenzie and his successors and subsequently be wholly maintained by him or them.

#### **Burden 4**

Disposition by Alexander Carlton Greg to George Leslie England and Nigel Graham Shrive and their assignees and disponees, ("my said disponees"), recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987, of that piece of ground at Ardaneaskan extending to 1.18 hectares, of which both that area of ground edged brown on the Title Plan and the subjects in this Title form part, contains inter alia the following rights and burdens:

A heritable and irredeemable servitude right to construct a ditch or culvert on adjoining land belonging to me to the east or north-east of the track or road leading from the Forestry Commission track from Ardaneaskan to Reraig to discharge into the culvert or pipeline being the northerly pipe line marked on the plan annexed as relative hereto with right of access over the said adjoining land belonging to me for purposes of maintenance and repair on payment for or restoration of damage caused by such operations; And also

(One) there is reserved to Ann Stronar Mitchell and her successors whomsoever as proprietors of the subjects lying on or towards the north-west of the subjects hereby disposed all existing rights of way thereto over and across the subjects hereby disposed including without prejudice to that generality a heritable and irredeemable servitude right of way and access thereto for pedestrian traffic from the public road and parking area at Ardaneaskan by the route indicated by parallel broken lines and marked "path" on the said plan annexed as relative hereto; and

(Two) there is reserved to me and my successors whomsoever as proprietors of the subjects lying immediately to the east of the subjects hereby disposed a heritable and irredeemable



servitude right to have and maintain on the subjects hereby disposed the two existing culverts or pipes for the discharge of surface but not foul water as the same are indicated and marked "pipe" on said plan annexed as relative hereto, with right of access thereto for maintenance, repair and renewal when necessary but that subject to restoration or payment for all surface damage occasioned thereby by my said disponees and their foresaids being bound nonetheless to maintain said culverts or pipes at their expense all to the satisfaction of the local or statutory authority and to free and relieve me and my successors as proprietors of the Land and Estate of Lochcarron of all claims and demands arising therefrom.

Note: The plan annexed to the copy of the foregoing deed exhibited to the Keeper was of insufficient quality to allow said pipe line, rights of way and culverts or pipes to be determined in relation to the subjects in this Title.

## Burden 5

Disposition by Nigel Graham Shrive and George Leslie England to Roger Hornby and Judith Frances Hornby and their assignees and disponees, registered 13 Nov. 2007, of (I) that area of ground extending to 0.0545 hectare at Ardaneaskan, Lochcarron, Strathcarron tinted pink on the Title Plan and (II) a one-half pro indiviso share in and to that area of ground edged brown on said Plan (hereinafter referred to as "the common ground") described in Disposition by Alexander Carlton Greg to Nigel Graham Shrive and George Leslie England, recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987 under exception of the (I) subjects hereby disposed (hereinafter referred to as "the Hornby plot") and that area of ground tinted blue on said Plan (hereinafter referred to as "the England plot"), contains the following real burdens and servitudes:

### Part I

The following servitudes are imposed on the common ground in favour of the Hornby plot:-

(a) a servitude right of access for all purposes over the route tinted yellow on the said Plan from the Hornby plot to the public road.

(b) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore a water supply pipe which will be connected to the mains water supply pipe to serve the Hornby plot.

(c) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefor:-

(i) a connection to the common drainage pipe aftermentioned and

(ii) a common drainage pipe which drainage pipe will be constructed along a route to be agreed between the proprietors of the Hornby plot and the proprietors of the England plot and will be used to carry effluent from the individual septic tanks serving the Hornby plot and the England plot to the sea.

(d) a servitude right over the common ground in favour of the proprietors of the Hornby plot/or the appropriate electricity supplier to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

(e) a servitude right over the common ground in favour of the proprietors of the Hornby plot/or the appropriate telephone authority to construct and therefore to inspect and maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

## Part II

The following real burdens are imposed on the England plot in favour of the Hornby plot:-

(a) The proprietors of the England plot shall be obliged to use the said access track hereinbefore described in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the England plot shall be bound to maintain and renew the said access track along with the proprietors of the Hornby plot and any other parties entitled to use the same (so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne accordingly to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance and renewal are required shall be determined failing agreement between the proprietors of the Hornby plot and the proprietors of the England plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the Hornby plot, the proprietors of the England plot and said other parties (if any) bound to maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(d) In exercising each of the servitude rights set out in Part III hereof the proprietors of the England plot shall be responsible for making good all surface damage occasioned by the exercise of the said rights as such damage shall failing agreement be determined by arbitration as aforesaid.

(e) In the event that the proprietors of the England plot and the proprietors of the Hornby plot fail to agree on the line of the said common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietor of the England plot shall not erect any boundary walls, fences or other enclosures upon the England plot without the prior written consent of the proprietors of the Hornby plot.

## Part III

The following servitudes are imposed on the common ground in favour of the England plot:-

(a) a servitude right of access for all purposes over the route tinted yellow on the said Plan from the England plot to the public road.

(b) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore a water supply pipe which will be connected to the mains water supply pipe to serve or serving the England plot.

(c) a servitude right over the common ground to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore:-

(i) a connection to the common drainage pipe aftermentioned.

(ii) a common drainage pipe which drainage pipe will be constructed along a route to be agreed between the proprietors of the England plot and the proprietors of the Hornby plot and will be used to carry effluent from the individual septic tanks serving the England plot and the Hornby plot to the sea.

(d) a servitude right over the common ground in favour of the proprietors of the England plot/or the appropriate electricity supplier to construct and thereafter to inspect, maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

(e) a servitude right over the common ground in favour of the proprietors of the England plot/or the appropriate telephone authority to construct and therefore to inspect and maintain and renew with all necessary rights of access therefore an overhead/underground cable and all other necessary apparatus.

#### Part IV

The following real burdens are imposed on the Hornby plot in favour of the England plot:-

(a) The proprietors of the Hornby plot shall be obliged to use the said access track hereinbefore described in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the Hornby plot shall be bound to maintain and renew the said access track along with the proprietors of the England plot and any other parties entitled to use the same (in so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne according to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance or renewal are required shall be determined failing agreement between the proprietors of the England plot and the proprietors of the Hornby plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the England plot, the proprietors of the Hornby plot and said other parties (if any) bound to maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(d) In exercising each of the servitude rights set out in Part III hereof the proprietors of the Hornby plot shall be responsible for making good all surface damage occasioned by the exercise of the said rights as such damage shall failing agreement be determined by arbitration as aforesaid.

(e) In the event that the proprietors of the Hornby plot and the proprietors of the England plot fail to agree on the line of the said common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietors of the Hornby plot shall not erect any boundary walls, fences or other enclosures upon the Hornby plot without the prior written consent of the proprietor of the England plot.

## **Burden 6**

Disposition by Nigel Graham Shrive and George Leslie England to the said George Leslie England and his executors, assignees and disponees, registered 13 Feb. 2008 under Title Number ROS9325, of (I) that area of ground extending to 0.0688 hectare at Ardaneaskan, Lochcarron, Strathcarron lying to the South East of the subjects in this Title and tinted blue on the Title Plan and (II) a one-half pro indiviso share in and to that area of ground edged brown on said Plan (hereinafter referred to as "the common ground") described in Disposition by Alexander Carlton Greg to Nigel Graham Shrive and George Leslie England, recorded G.R.S. (Ross and Cromarty) 24 Feb. 1987 under exception of the (I) subjects hereby disposed (hereinafter referred to as "the England plot") and that area of ground tinted pink on the said Plan (hereinafter referred to as "the Hornby plot"), contains inter alia the following real burdens which affect the subjects in this Title:

### Part IV

The following real burdens are imposed on the England plot in favour of the Hornby plot:-

(a) The proprietors of the England plot shall be obliged to use the access track tinted yellow on the said Plan in a responsible manner and to keep the said access track free from obstruction.

(b) The proprietors of the England plot shall be bound to maintain and renew the said access track along with the proprietors of the Hornby plot and any other parties entitled to use the same (in so far as such other parties are bound to maintain the said access track) the cost of such maintenance and renewal to be borne according to the respective use made thereof by the various parties using the same as such respective use and all decisions as to whether maintenance or renewal are required shall be determined failing agreement between the proprietors of the Hornby plot and the proprietors of the England plot and any other parties (if any) bound to maintain the said access track by a single arbiter appointed by the proprietors of the Hornby plot, the proprietors of the England plot and said other parties (if any) bound to

maintain the said track and failing their agreeing on an arbiter by an arbiter appointed by one of the Sheriffs of Grampian Highlands and Islands at Dingwall.

(c) Notwithstanding the foregoing provision the proprietors of the Hornby plot shall be solely responsible for the cost of reinstating any damage caused by them to the access track by construction traffic.

(e) In the event that the proprietors of the England plot and the proprietors of the Hornby plot fail to agree on the line of the common drainage pipe the matter shall be determined by arbitration as aforesaid.

(f) The proprietors of the England plot shall not erect any boundary walls, fences or other enclosures upon the England plot without the prior written consent of the proprietor of the Hornby plot.

## **Burden 7**

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.

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LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

4117  
16/12/2011

TITLE NUMBER

**ROS8902**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

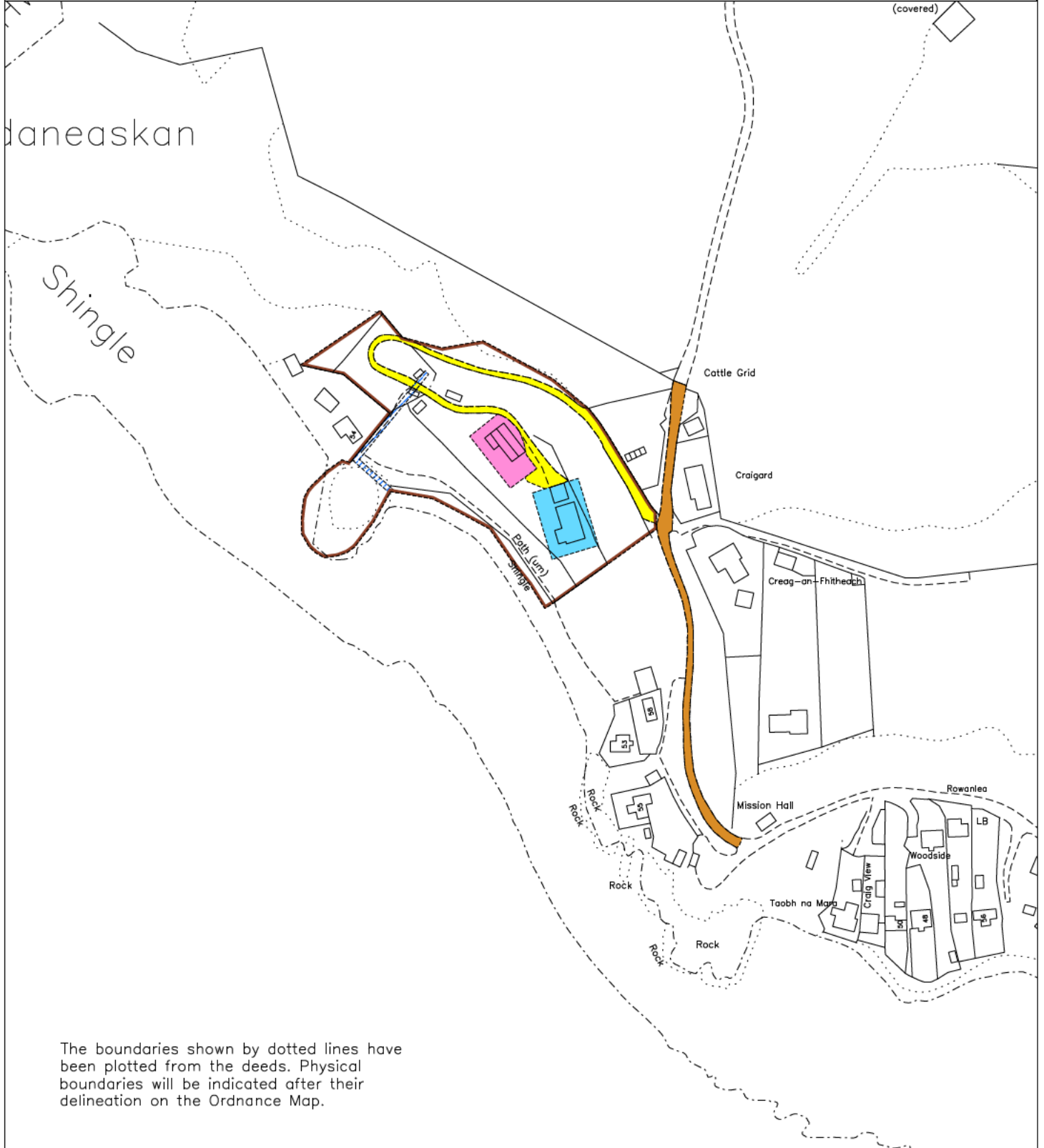
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**NG8335 NG83NW**

Survey Scale

1/2500

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