



(LAND REGISTRATION (SCOTLAND) RULES 2006 Rule 15)

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

**Title Number:** MOR8530

**Subjects:** CARAVAN 3, THE OLD  
SCHOOLHOUSE, FORRES IV36  
3TS.

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

**STATEMENT OF INDEMNITY**

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

**ATTENTION IS DRAWN TO THE GENERAL INFORMATION OVERLEAF.**

## GENERAL INFORMATION

### 1. OVERRIDING INTEREST

A registered interest in land is in terms of sections 3(1) of the Land Registration (Scotland) Act 1979 subject to overriding interests defined in section 28 of that Act (hereinafter referred to as "the 1979 Act") as amended by the Matrimonial Homes (Family Protection) (Scotland) Act 1981, the Telecommunications Act 1984, the Electricity Act 1989, the Coal Industry Act 1994, the Title Conditions (Scotland) Act 2003 and the Civil Partnership (Consequential Amendments) (Scotland) Order 2005 as:

in relation to any interest in land, the right or interest over it of

- (a) the lessee under a lease which is not a long lease;
- (b) the lessee under a long lease who, prior to the commencement of the 1979 Act, has acquired a real right to the subjects of the lease by virtue of possession of them;
- (c) a crofter or cottar within the meaning of sections 3 or 28(4) respectively of the Crofters (Scotland) Act 1955, or a landholder or statutory small tenant within the meaning of section 2(2) or 32(1) respectively of the Small Landholders (Scotland) Act 1911;
- (d) the proprietor of the dominant tenement in any servitude which was not created by registration in accordance with section 75(1) of the Title Conditions (Scotland) Act 2003.
- (e) the Crown or any Government or other public department, or any public or local authority, under any enactment or rule of law, other than an enactment or rule of law authorising or requiring the recording of a deed in the Register of Sasines or registration in order to complete the right of interest;
- (ee) the operator having a right conferred in accordance with paragraph 2, 3 or 5 of schedule 2 to the Telecommunications Act 1984 (agreements for execution of works, obstruction of access, etc.);
- (ef) a licence holder within the meaning of Part 1 of the Electricity Act 1989 having such a wayleave as is mentioned in paragraph 6 of Schedule 4 to that Act (wayleaves for electric lines), whether granted under that paragraph or by agreement between the parties;
- (eg) a licence holder within the meaning of Part 1 of the Electricity Act 1989 who is authorised by virtue of paragraph 1 of Schedule 5 to that Act to abstract, divert and use water for a generating station wholly or mainly driven by water;
- (eh) insofar as it is an interest vesting by virtue of section 7(3) of the Coal Industry Act 1994, the Coal Authority;
- (f) the holder of a floating charge whether or not the charge has attached to the interest;
- (g) a member of the public in respect of any public right of way or in respect of any right held inalienably by the Crown in trust for the public;
- (gg) the non-entitled spouse within the meaning of section 6 of the Matrimonial Homes (Family Protection)(Scotland) Act 1981;
- (gh) The non-entitled civil partner within the meaning of section 106 of the Civil Partnership Act 2004;
- (h) any person, being a right which has been made real, otherwise than by the recording of a deed in the Register of Sasines or by registration; or
- (i) any other person under any rule of law relating to common interest or joint or common property, not being a right or interest constituting a real right, burden or condition entered in the title sheet of the interest in land under section 6(1)(e) of the 1979 Act or having effect by virtue of a deed recorded in the Register of Sasines, but does not include any subsisting burden or condition enforceable against the interest in land and entered in its title sheet under section 6(1) of the 1979 Act.

### 2. THE USE OF ARROWS ON TITLE PLANS

- (a) Where a deed states the line of a boundary in relation to a physical object, e.g. the centre line, that line is indicated on the Title Plan, either by means of a black arrow or verbally.
- (b) An arrow across the object indicates that the boundary is stated to be the centre line.
- (c) An arrow pointing to the object indicates that the boundary is stated to be the face of the object to which the arrow points.
- (d) The physical object presently shown on the Plan may not be the one referred to in the deed. Indemnity is therefore excluded in respect of information as to the line of the boundary.

3. Lineal measurements shown in figures on title plans are subject to the qualification "or thereby". Indemnity is excluded in respect of such measurements.

### 4. CAUTION

No unauthorised alteration to this Land Certificate should be made.





# LAND REGISTER OF SCOTLAND



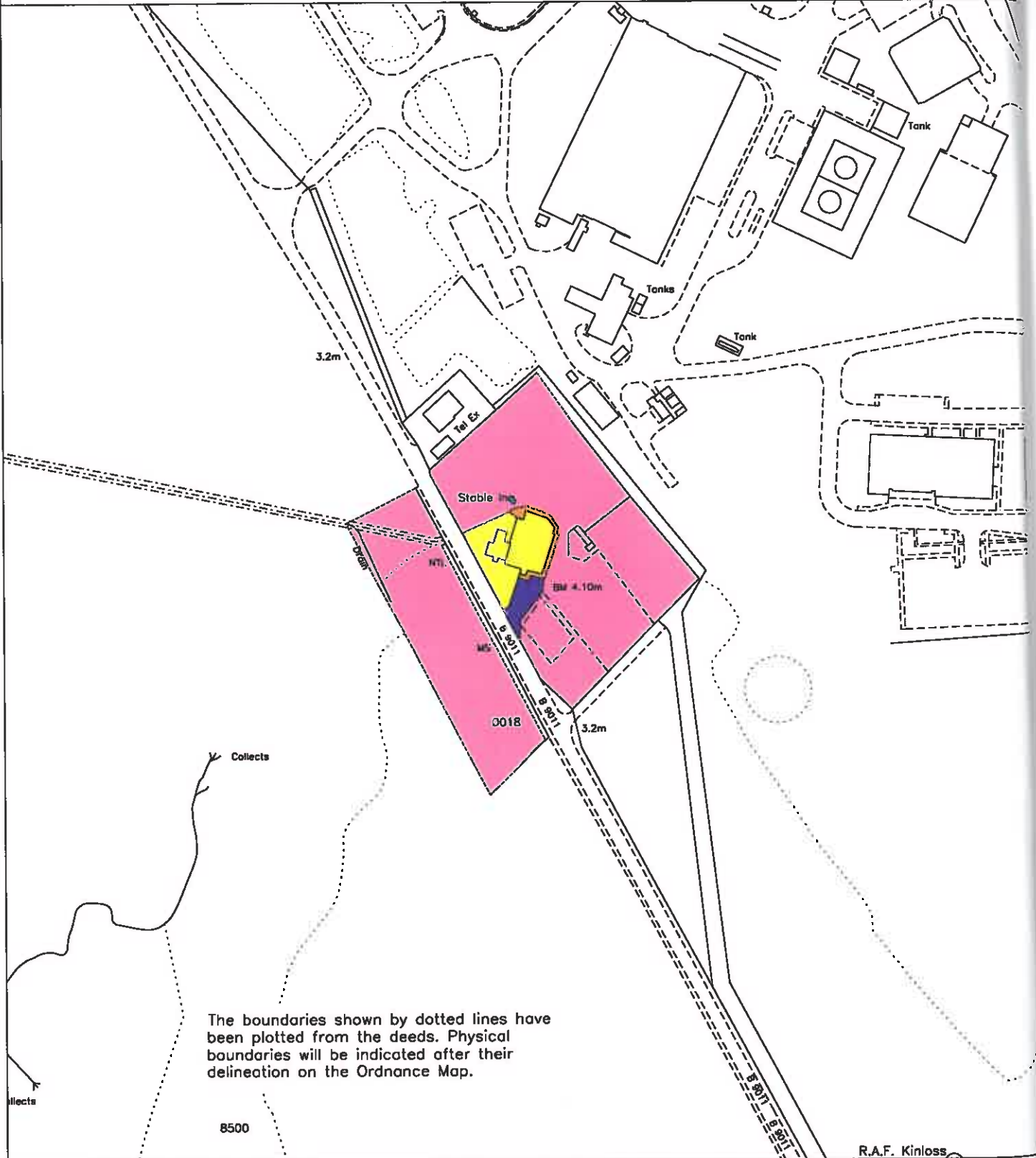
## LAND CERTIFICATE

**Title Number:** MOR8530

**Subjects:** CARAVAN 3, THE OLD  
SCHOOLHOUSE, FORRES IV36  
3TS.

 <b>LAND REGISTER OF SCOTLAND</b>	Officer's ID / Date	TITLE NUMBER
	3601 16/9/2009	<b>MOR8530</b>
	<b>ORDNANCE SURVEY NATIONAL GRID REFERENCE</b>  <b>NJ0561 NJ0661 NJ0562 NJ0662</b>	Scale
		1/2500
		Survey Scale
		1/2500

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# LAND REGISTER OF SCOTLAND



TITLE NUMBER MOR8530

A 1

## A. PROPERTY SECTION

**DATE OF FIRST REGISTRATION**  
06 MAY 2008

**DATE TITLE SHEET UPDATED TO**  
06 MAY 2008

**DATE LAND CERTIFICATE UPDATED TO**  
06 MAY 2008

**INTEREST**  
PROPRIETOR

**MAP REFERENCE**  
NJ0662

### DESCRIPTION

Subjects being land at CARAVAN 3, THE OLD SCHOOLHOUSE, FORRES IV36 3TS tinted pink and blue on the Title Plan. Together with the servitude rights specified in the Disposition in Entry 4 of the Burdens Section. Together also with the subsisting rights to real burdens specified in the Schedule below.

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

Entry No	Benefited Property	Real Burdens	Burdened Property
1	subjects in this Title	Part II of Disposition to Joan Brown, registered 6 May 2008 specified in Entry 4 of the Burdens Section.	Subjects known as The Stable Inn, Kinloss, tinted yellow on the Title Plan.



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TITLE NUMBER MOR8530

B 1

## B. PROPRIETORSHIP SECTION

**ENTRY  
NO**    **PROPRIETOR**

1    JOAN BROWN The Cairns, Milton Of  
Clava, Cullooden Moor, Inverness.

**DATE OF  
REGISTRATION**  
06 MAY 2008

**CONSIDERATION**  
£130000

**DATE OF ENTRY**  
05 APR 2007



# LAND REGISTER OF SCOTLAND



TITLE NUMBER MOR8530

C 1

## C. CHARGES SECTION

ENTRY  
NO

SPECIFICATION

DATE OF  
REGISTRATION

No Entry



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D 1

## D. BURDENS SECTION

ENTRY  
NO

## SPECIFICATION

- 1 Feu Contract containing Feu Disposition by John Mackessack to School Board of Parish of Kinloss and their assignees, recorded G.R.S. (Moray) 10 May 1905, of (I) 2 acres 1 rood 13 poles and 15 yards of ground and (II) 1 acre 39 poles of ground, contains the following burdens:

Reserving always to said John Mackessack and his heirs and successors the whole shootings mines, minerals metals fossils coal clay limestone ironstone whinstone freestone and all other stone whether for ornamental or for building purposes within the areas or plots of ground hereinbefore disposed and full power and liberty to the said John Mackessack or his foresaids or any person or persons authorised by him or them to search for work win and carry away the same and to make bores sink pits erect houses and machinery and to make aqueducts mains levels quarries roads railways and others necessary for all or any of these purposes upon payment of surface damages as the same shall be ascertained by two Arbiters one to be chosen by the said John Mackessack or his foresaids and the other by the said School Board or their foresaids or by an Oversman to be appointed by the said Arbiters in the event of their differing in opinion and further providing and declaring that the said School Board shall be bound and obliged as they hereby bind and oblige themselves and their foresaids to uphold and maintain in good and complete order and repair in all time coming the School, School house and other buildings erected on the area or plot of ground in the first place before disposed but in the event of the said School Board and their foresaids proposing to erect new buildings to be used either as a School or dwellinghouse or houses for the teacher or teachers in said School and incident offices which they are hereby empowered to do subject to the prohibitions hereinafter contained said buildings shall be of at least the annual value of Thirty seven pounds twenty five pence sterling declaring further that the said buildings erected or to be erected on the said piece of ground shall always be occupied as a school or dwellinghouse or houses for the teacher or teachers in said school and incident offices And the said School Board or their foresaids shall also be bound to uphold and maintained in like good order and repair in all time coming the fences presently surrounding said two areas or plots of ground hereby disposed with the exception of the fence along the north east boundary of the area in the first place before disposed which shall be upheld and maintained at the mutual expense





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D 2

**D. BURDENS SECTION**

of the said John Mackessack or his foresaids and the said School Board or their foresaids and further providing and declaring that the said School Board and their foresaids shall not be at liberty to erect any building whatever on the area or plot of ground in the second place hereinbefore disposed nor to erect on the area or plot of ground in the first place hereinbefore disposed any cowhouse or pighouse or to erect or carry on or work upon the said ground or any part thereof any steam engine or any soapwork, candlework, tanwork, slaughterhouse, skinwork, dyework, oilwork, limework, Distillery brewery ironfoundry engine manufactory blacksmiths shop, carpenters shop or any erection whatever causing noise or smell nor to do any other act which may injure the amenity of the place and neighbourhood for private residences or may be deemed by the said John Mackessack or his foresaids a nuisance or hurtful to the neighbouring feuars and shall not be at liberty at any time to use or let or suffer to be used or let any house or houses or offices erected or to be erected on the area of ground first hereinbefore disposed as an inn spirit, tavern or as a house or shop grocers or otherwise for the manufacture of or for selling spirituous or malt liquors without the special consent of the said John Mackessack or his foresaids in writing which consent given may be withdrawn at any time by the said John Mackessack or his foresaids upon giving written notice to the occupant of the premises at least six months before withdrawal: Further declaring that it shall not be lawful nor in the power of the said School Board or their foresaids to erect any buildings on the area of ground first before disposed so as to project upon the line of the said roads or lanes nor to lay any nuisance or obstructions upon the said roads or lanes Declaring further that the said School Board and their foresaids are hereby expressly prohibited from disposing the said areas or plots of ground hereinbefore disposed except in one lot or in such divisions or lots as shall be approved of in writing by the said John Mackessack or his foresaids.

Note: The Conditions in the said Feu Contract have been varied in terms of the Minute of Waivers in Entries 2 and 3 of this Section.

- 2 Minute of Waiver, recorded G.R.S. (Moray) 29 Jan. 1969, by Ronald Stuart Cumming, Superior of (I) 2 acres 1 rood 13 poles and 15 yards of ground and (II) 1 acre 39 poles of ground, of which the subjects in this Title form part, modifies the terms of the Feu Contract in Entry 1, as follows:

Whereas the said Feu Contract was granted under the express provision and declaration that the buildings erected or to be



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D 3

**D. BURDENS SECTION**

erected on the area or plot of ground (I) thereby disposed should always be occupied as a School or dwellinghouse or houses for the teacher or teachers in the said School and incident offices and that the School Board and their foresaids should not be at liberty to erect any building whatever on the said area or plot of ground (II) thereby disposed, nor to erect or carry on or work upon the area or plot of ground (I) thereby disposed any erection whatever causing noise or smell and whereas the said Ronald Stuart Cumming hereby waives and discharges the above provision and declaration in the said Feu Contract and declares that it shall be competent for William Roderick Kelly and his successors as proprietors of the said subjects to use, let or suffer to be used the said subjects for general industrial and commercial purposes.

- 3 Minute of Waiver, recorded G.R.S. (Moray) 29 Jan. 1969, by Ronald Stuart Cumming, Superior of (I) 2 acres 1 rood 13 poles and 15 yards of ground and (II) 1 acre 39 poles of ground, of which the subjects in this Title form part, modifies the terms of the Feu Contract in Entry 1, as follows:

The said Feu Contract was granted under the express provision and declaration that the said School Board and their successors and assignees should not be at liberty at any time to use or let or suffer to be used or let any house or houses or offices erected or to be erected on the area of ground (FIRST) therein disposed for selling spirituous or malt liquors without the special consent in writing of the said John Mackessack or his heirs and successors as Superiors of the said area of ground.

THEREFORE I, do hereby waive and discharge the above sanctioned provision and declaration in the said Feu Contract and declare that it shall be competent for William Roderick Kelly and his successors as proprietors of the subjects in this Title to use, let or suffer to be used the said subjects for the sale of spirituous or malt liquors.

- 4 Disposition by Alexander Kemp Sutherland and another to Joan Brown and her executors and assignees, recorded G.R.S. (Moray) 6 May 2008, of subjects at Caravan 3, The Old Schoolhouse, Kinloss being the subjects in this Title, contains the following real burdens and servitude rights:

Part I: Interpretation



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D 4

**D. BURDENS SECTION**

In this Entry -

"the retained property" means the subjects known as The Stable Inn, Kinloss tinted yellow on the Title Plan;

"the disposed property" means the property disposed by the foregoing Disposition.

Part II: Real burdens affecting the Retained Property in favour of the Disposed Property

1. The cost of repair, maintenance and renewal of the access road specified in paragraph 1 and the private sewage pump system specified in paragraph 2 of Part V of this Entry shall be borne by the parties entitled to use the same in proportion to the use made thereof and such proportion shall be determined failing agreement by an Arbiter to be chosen mutually or failing agreement as to the identity of the Arbiter to be appointed by the President (or other Senior Executive replacing or deputising for the President) for the time being of the Royal Institute of Chartered Surveyors in Scotland which Arbiter's decision shall be final and binding on the parties.

2. The proprietor of the retained property shall be bound to make good any damage caused by the exercise of the servitude right conferred by paragraph 3 of Part V of this Schedule as may failing agreement be determined by an Arbiter to be chosen mutually or failing agreement as to the identity of the Arbiter to be appointed by the President (or other Senior Executive replacing or deputising for the President) for the time being of the Royal Institute of Chartered Surveyors in Scotland which Arbiter's decision shall be final and binding on the parties.

Part III: Servitudes affecting the Retained Property in favour of the Disposed Property

1. The Retained Property shall be burdened by a servitude right of pedestrian and vehicular access for all necessary purposes over the area tinted brown on the said Plan.

2. A servitude right to lay down and maintain and where necessary renew over or under the Retained Property and along lines to be agreed by the proprietors of the Retained Property all necessary pipes and cables for connecting the Disposed Property to the public water supply, mains, electricity and telephone services and all



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D 5

**D. BURDENS SECTION**

other service connections:

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

1. The cost of repair, maintenance and renewal of the pedestrian and vehicular access specified in paragraph 1 of Part III of this Schedule shall be borne by the parties entitled to use same in proportion to the use made thereof and such proportion shall be determined failing agreement by an Arbiter to be chosen mutually or failing agreement as to the identity of the Arbiter to be appointed by the President (or other Senior Executive replacing or deputising for the President) for the time being of the Royal Institute of Chartered Surveyors in Scotland which Arbiter's decision shall be final and binding on the parties.

2. The proprietor of the Disposed Property shall be bound to make good any damage caused by the exercise of the servitude conferred in paragraph 2 of Part III shall be borne by the parties entitled to use same in proportion to the use made thereof and such proportion shall be determined failing agreement by an Arbiter to be chosen mutually or failing agreement as to the identity of the Arbiter to be appointed by the President (or other Senior Executive replacing or deputising for the President) for the time being of the Royal Institute of Chartered Surveyors in Scotland which Arbiter's decision shall be final and binding on the parties.

Part V: Servitudes affecting the Disposed Property in favour of the Retained Property

1. The Disposed Property will be burdened by a servitude right of pedestrian and vehicular access over the joint access tinted mauve on the said plan in favour of the proprietors of the Retained Property and patrons and customers of the business run from the Retained Property.

2. A servitude right to connect to the private sewage pump system serving the Retained Property with a right of access to the said pump system and any pipe work and equipment relating thereto for the purposes of repair, maintenance or renewal thereof.

3. A servitude right to site an oil storage tank and all relative pipe work at the approximate location shown tinted blue on the said plan together with the right to continue to use, repair, maintain and renew the said tank and all pipe work relating thereto as and



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**D. BURDENS SECTION**

when necessary,