



Title Information: INV52798

Search summary

Date/Time of search	17 Aug 2026 14:59:00
Transaction numbers	SCO-28072429
User reference	Not provided

Section A
Property

INV52798

Date of first registration	23 Aug 2022
Date title sheet updated to	12 Jul 2023
Hectarage Code	104.5
Real Right	OWNERSHIP
Map Reference	
Title Number	INV52798
Cadastral Unit	INV52798
Sasine Search	14740
Property address	KYLERHEA ESTATE, KYLERHEA, ISLE OF SKYE
Description	Subjects cadastral unit INV52798 KYLERHEA ESTATE, KYLERHEA, ISLE OF SKYE tinted pink and blue on the cadastral map being 104.46 hectares in measurement on the Ordnance Map; together with rights contained in the Dispositions in Entries 1, 2, 7, 10 and 11 and the Feu Dispositions in Entries 3, 4, 6 and 9 of the Burdens Section and together also with the subsisting rights to real burdens specified in the Schedule below. Together with the whole ferry rights at Kylerhea to and from the pier and relating to the ferry operations therefrom; Together also with a servitude right to take water supplies for domestic purposes from the neighbouring Kinloch lands and a servitude right of vehicular and pedestrian access over the road tinted brown on the cadastral map.
Notes	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. 2. The said servitude rights to take water supplies and of the vehicular and pedestrian access over the road were created by prescription and added to this title by application registered 23 Aug. 2022.

Schedule of Separate Tenements

Entry No	Type of Separate Tenement	Title Number
1	Salmon Fishings rights in River Kylerhea.	INV54325
Type of Separate Tenement: Salmon Fishings rights in River Kylerhea.		

Schedule of Particulars Relative to Subsisting Rights to Real Burdens

Entry No	Benefited Property	Real Burdens	Burdened Property
1	subjects in this Title	Disposition to Stuart Russell Grey and another, recorded G.R.S. (Inverness) 28 Jul. 2016, in Entry 14 of the Burdens Section.	Carpenters Cottage, Breakish, Isle of Skye, registered under title number INV37401.
2	subjects in this Title	Deed of Servitude & Discharge including Real Burdens between Stuart Russell Grey and another and others, recorded G.R.S. (Inverness) 12 Mar. 2020, in Entry 15 of the Burdens Section.	Carpenters Cottage, Breakish, Isle of Skye, registered under title number INV37401.
3	subjects in this Title	Disposition to John Henry Bannister, recorded G.R.S. (Inverness) 25 Aug. 2008, in Entry 11 of the Burdens Section.	(I) 1.59 hectares forming the croft land Croft 8 Kylerhea and (II) 1.84 hectares forming the croft land Croft 9 Kylerhea, both Isle of Skye, registered under title number INV22905.

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Section B
Proprietorship

INV52798

RICHARD ERIC LAURENCE OLIPHANT OF THAT ILK 11/1, Portland Place, Edinburgh, EH6 6LA.

Entry number	1
Date of registration	23 Aug 2022
Date of Entry	
Consideration	Not Applicable
Notes	1. The Date of Entry field is intentionally blank.

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Section C
Securities

INV52798

Entry number	1
Specification	Standard Security by said RICHARD ERIC LAURENCE OLIPHANT OF THAT ILK to CUMBERLAND BUILDING SOCIETY incorporated under the Building Societies Acts, Cumberland House, Cooper Way, Parkhouse, Carlisle CA3 0JF over that part of the subjects in this Title hatched mauve on the cadastral map.
Date of registration	20 Jun 2023

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Section D

Burdens

Number of Burdens: 16

Burden 1

Disposition by Executors of Lord Macdonald to Reginald Godfrey Laurence Oliphant and his assignees, recorded G.R.S. (Inverness) 9 Jun. 1972, of 225 acres, of which the subjects in this Title form part, contains the following burdens:

(First) the right to use for all usual purposes all existing private roads and ways forming part of any other portion of the lands and Barony of Macdonald which are at present so used and such roads and ways shall be maintained by the parties using the same in proportion to the use they make of them and (Second) the right to use for the water supply drainage sewerage and electricity supplies of the subjects hereby disposed all existing springs wells streams water courses reservoirs tanks pipes and connections cables drains ditches sewers and others in or under any other parts of the said whole lands which are at present so used with right of access for the maintenance or renewal or alteration of levels of the same on payment of any surface damage occasioned and where such rights are mutual the cost of maintenance repair and renewal shall be borne by the users in proportion to the use they make of them Declaring that no guarantee is given as to the quality of quantity of any water supply.

There is reserved to and in favour of us as Executors foresaid as proprietors for the time being of the other parts of the said whole lands of which the said subjects hereby disposed form part and others deriving right from us (PRIMO) the right to use for all usual purposes all existing private roads and ways within the said subjects hereby disposed which are at present so used and such roads and ways shall be maintained by the parties using the same in proportion to the use they make of them (SECUNDO) the right to use the water supply, drainage, sewerage and electricity supplies for the benefit of other parts of the said whole lands of which the said subjects hereby disposed form part and also the right to use all existing springs, wells, streams, watercourses, reservoirs, tanks, pipes and connections, cables, drains, ditches, sewers, and others in or under any part of the said subjects hereby disposed which are at present so used with rights of access for the maintenance or renewal or alteration of levels of same on payment of any surface damage thereby occasioned and where such rights are mutual the cost of maintenance, repair and renewal will be borne by the users in proportion to the use they make of them and (TERTIO) the right to use all rights of way, rights of access, wayleaves, servitudes, water rights, drainage and sewerage rights and all other services or rights or others at present existing whether formally constituted or not.

Burden 2

Disposition by Trustees acting under Trust Deed and Settlement of the Right Honourable Alexander Godfrey Macdonald of Macdonald, Lord MacDonald to Reginald Godfrey Laurence Oliphant, recorded G.R.S. (Inverness) 7 Apr. 1975, of 40 acres of ground, bounded on south or southeast by medium filum of KYLERHEA RIVER, part of lands and Barony of MACDONALD, in Island of Skye, contains the following rights and burdens:

Declaring that where the boundaries of the said subjects hereby disposed consist of fences, hedges, walls, dykes, rivers or streams or roads the actual boundary shall be taken to be the medium filum thereof and the same shall be mutual property and shall be maintained by the proprietors on each side.

Together with (First) the right to use for all usual purposes all existing private roads and ways forming part of any other portion of the said whole lands which are at present so used and such roads and ways shall be maintained by the parties using the same in proportion to the use they make of them and (Second) the right to use for the water supply drainage, sewerage and electricity supplies of the subjects hereby disposed all existing springs, wells, streams, water courses, reservoirs, tanks pipes and connections, cables, drains, ditches, sewers and others in or under any other parts of the said whole lands which are at present so used with right of access for the maintenance or renewal or alteration of levels of the same on payment of any surface damage occasioned and where such rights are mutual the cost of maintenance repair and renewal shall be borne by the users in proportion to the use they make of them Declaring that no guarantee is given as to the quality of quantity of any water supply.

AND ALSO WITH AND UNDER the following burdens, conditions and others videlicet:- there is reserved to and in favour of us as Trustees foresaid as proprietors for the time being of the other parts of the said whole lands of which the said subjects hereby disposed form part and others deriving right from us (PRIMO) the right to use for all usual purposes all existing private roads and ways within the said subjects hereby disposed which are at present so used and such roads and ways shall be maintained by the parties using the same in proportion to the use they make of them (SECUNDO) the right to use the water supply, drainage, sewerage and electricity supplies for the benefit of other parts of the said whole lands of which the said subjects hereby disposed form part and also the right to use all existing springs, wells, streams, watercourses, reservoirs, tanks, pipes and connections, cables, drains, ditches, sewers, and others in or under any part of the said subjects hereby disposed which are at present so used with rights of access for the maintenance or renewal or alteration of levels of same on payment of any surface damage thereby occasioned and where such rights are mutual the cost of maintenance, repair and renewal will be borne by the users in proportion to the use they make of them and (TERTIO) the right to use all rights of way, rights of access, wayleaves, servitudes, water rights, drainage and sewerage rights and all other services or rights or others at present existing whether formally constituted or not.

Burden 3

Feu Disposition by Reginald Godfrey Laurence Oliphant to Peter McInnes and his successors and assignees, recorded G.R.S. (Inverness) 26 Jul. 1979, of Croft No.6 Kylerhea, contains the following:

Reserving to myself and my successors as proprietors for the time being of the remaining lands of which the feu forms part and others deriving right from me (PRIMO) the whole mines, metals and minerals of every description in and under the feu with full power and liberty to work, win and carry away the same and to carry out all works necessary for this purpose subject to payment of compensation for damage caused thereby; (SECUNDO) the rights attaching to the feu of salmon fishing in the sea, estuary and river ex adverso the feu with free rights of access to the shore and banks for the exercise of such rights with right to take away all fish taken subjects always to compensation for damage caused to the surface of the feu caused thereby; (TERTIO) the whole shooting or sporting rights over or attaching to the feu with right to enter thereon for the free exercise of such rights with right to take away all game on the feu subject always to compensation for damage caused thereby; (QUARTO) the right to enter upon the feu and to lay down or carry over or through the feu and thereafter maintain, repair and renew all water, drainage, sewerage, electricity, telephone and other supply pipes, lines, cables and conduits and other services as may be required for serving my said remaining lands; and declaring (QUINTO) that it shall not be lawful for the said feuar or his foresaids without my prior written consent to subdivide or hold or sell the feu except in one undivided lot.

Burden 4

Feu Disposition by Reginald Godfrey Laurence Oliphant to Malcomina Brown and her successors and assignees, recorded G.R.S. (Inverness) 16 Sep. 1980, of area of ground comprising the southeastern part of Croft 1 Kylerhea, Isle of Skye (hereinafter referred to as "the feu");

contains the following rights, reservations and burdens:

TOGETHER WITH (one) access to and egress from the said area of ground over the estate track from and to the public road and from and to the estate track by the tracks leading across Crofts Numbers One and Two, Kylerhea, Isle of Skye and across Croft Number Three, Kylerhea, Isle of Skye as the lines thereof are approximately shown on the plan annexed hereto;

Reserving to myself and my successors as proprietors for the time being of the remaining lands at Kylerhea, Isle of Skye of which the feu forms part and others deriving right from me:-

(Primo) the whole mines, metals and minerals of every description in and under the feu with full power and liberty to work, win and carry away the same and to carry out all works necessary for this purpose subject to payment and compensation for damage caused thereby;

(Secundo) the rights attaching to the feu of salmon fishing in the sea, estuary and river ex adverso the feu with free rights of access to the shore and banks for the exercise of such rights with right to take away all fish taken subject always to compensation for damage caused to the surface of the feu caused thereby;

(Tertio) the whole shooting or sporting rights over or attaching to the feu with right to enter thereon for the free exercise of such rights with right to take away all game on the feu subject always to compensation for damage caused thereby;

(Quarto) the right to enter upon the feu and to lay down or carry over or through the feu and thereafter maintain, repair and renew all water, drainage, sewerage, electricity, telephone and other supply pipes, lines, cables and conduits and other services as may be required for serving my said remaining lands; and declaring

(Quinto) that it shall not be lawful for the said feuar or her foresaids without my prior written consent to subdivide or hold or sell the feu except in one undivided lot.

Burden 5

Deed of Servitude containing Disposition by Terence Paul Nutkins to Secretary of State for Scotland and his successors and assignees ("the grantees"), recorded G.R.S. (Inverness) 1 Dec. 1982, of an unrestricted servitude right of access for all purposes across the access, hatched yellow on the cadastral map in so far as it affects the subjects in this title;

TOGETHER WITH the right at the Grantees sole expense to construct and maintain a road over the said access route not exceeding four metres in width with all necessary culverts, cuttings, embankments and other ancillary works to a maximum overall width of fifteen metres; contains the following burdens:

(First) there is reserved to the said Terence Paul Nutkins and his successors as proprietors of the land at Kylerhea as belonging to him the right to use the new access road for all access purposes so far as it lies within the said lands belonging to him; (Second) maintenance of the said access road will be according to user.

Burden 6

Disposition by Reginald Godfrey Laurence Oliphant to Malcolmina Brown and her executors and assignees, recorded G.R.S. (Inverness) 3 Aug. 1984, of ground extending to 2 acres comprising the north half of Croft Number 1 Kylerhea, Isle of Skye, contains the following right, reservations and burdens:

TOGETHER WITH (One) a servitude right of vehicular and pedestrian access to and egress from the said area of ground over the estate track shown coloured blue on the plan annexed hereto from and to the public road;

(Two) access to and egress from the water storage and break pressure tank situated on the Old Inn lands and shown coloured yellow on said plan and the pipes leading thereto and therefrom installed by my said disponent and supplying six Crofts and houses; and

(Three) right to enter upon my remaining lands for the purposes of maintaining, repairing and renewing all water, drainage, sewerage, electricity, telephone and other supply pipes, lines, cables and conduits and other services as may be required for serving said subjects hereby disposed;

AND ALSO WITH AND UNDER the following reservations and burdens: (First) reserving to myself and my successors as proprietors for the time being of the remaining lands of Kylerhea, Isle of Skye of which the subjects hereby disposed form part:-

(Primo) the whole mines, metals and minerals of every description in and under the said subjects hereby disposed with full power and liberty to work, win and carry away the same and to carry out all works necessary for this purpose subject to payment of compensation in respect of damage to the surface or buildings erected thereon or loss of crop and all other loss or damage of whatever nature which may arise in connection therewith as the amount of such compensation may be mutually agreed or failing agreement as the same may be fixed by an arbiter to be mutually chosen;

(Secundo) the rights attaching to the said subjects of salmon fishing in the sea, estuary and river ex adverso the subjects with free rights of access to the shore and banks for the exercise of such rights with right to take away all fish taken subject always to payment of compensation for any damage of whatsoever kind caused by the exercise of such rights the amount of such compensation to be fixed as beforementioned;

(Tertio) the whole shooting or sporting rights over or attaching to the said subjects with right to enter thereon for the free exercise of such rights with right to take away all game subject always to payment of compensation for any damage caused thereby, the amount of such compensation to be fixed as beforementioned;

(Quarto) the right to enter upon the subjects hereby disposed for the purposes of maintaining, repairing and renewing all water, drainage, sewerage, electricity, telephone and other supply pipes, lines, cables and conduits and other services as may be required for serving my said remaining lands subject to payment of compensation for any damage whatsoever caused thereby, the amount of such compensation to be fixed as beforementioned; and

(Quinto) right of vehicular and pedestrian access to and egress from my said remaining lands over the said estate track and tracks shown coloured blue on the said plan annexed hereto; and

(Second) my said disponent and her foresaids shall be responsible for a one-third share of the cost of maintenance of the bridge over the burn at the point where the said estate track leaves the township road as shown on the plan annexed hereto.

Note: The various coloured areas on the plan annexed hereto have not been referenced on the Cadastral Map.

Burden 7

Feu Disposition by Reginald Godfrey Laurence Oliphant to Margaret Robertson and her executors and assignees, recorded G.R.S. (Inverness) 24 Feb. 1988, of plots or areas of ground extending to 1.449 hectares, forming Croft 7, Kylerhea, contains the following rights and burdens:

(Primo) Free ish and access to the said area of ground for vehicular and livestock as well as pedestrian traffic by the existing access road or track; and (Secundo) The right to continue to use and maintain all, if any, existing drains, sewers, septic tanks, water supply pipes and mains electricity supply and telephone cables and transmitters so far as passing through, under or over any such adjacent ground and so far as serving the subjects hereby disposed;

AND ALSO UNDER the following burdens,

(First) There is reserved to me and my successors in ownership of the remaining parts of the township of Kylerhea the whole coal, shale, lime, iron, freestone, marble and other stone and all other mines, metals, minerals and fossils within or under the said area of ground hereby disposed (excepting therefrom all coal and mines of coal now vested in the National Coal Board) with full power to search for, work, win, raise, calcine and carry away the same and to carry out all works necessary for this purpose subject to payment of compensation to the said disponent and her foresaids for damage caused thereby as the same shall (failing agreement) be ascertained by an arbiter mutually chosen or, failing agreement, to be appointed by the Sheriff of Grampian, Highland and Islands at Portree;

(SECOND) There is reserved to the proprietor or proprietors of the adjoining ground (primo) a servitude right of free ish and access thereto, for vehicular and livestock as well as pedestrian traffic by any existing access road or track passing through or over any part of the said area of ground hereby disposed and providing such access to such adjoining ground; and (secundo) a servitude right to continue to use and maintain all, if any, existing drains, sewers, septic tanks, water supply pipes and mains electricity supply, telephone cables and transmitters and other services as may be required for serving the said adjoining ground so far as passing through, under or over any part of the said area of ground hereby disposed and so far as serving the said adjoining ground;

(THIRD) There are reserved to me and my foresaids an exclusive right to the whole deer, game and ground game of every description of hunting, shooting and sporting over the subjects hereby disposed and of fishing in the waters upon or bounding the same with right to enter thereon for the free exercise of such rights with right to take away all game on the feu, but under the obligation to pay to the said disponent and her foresaids for any damage caused by the exercise of such sporting rights; and

(FIFTH) It shall not be lawful for the said disponent or her foresaids to sell the subjects of sale or any part thereof or any buildings erected thereon until the same shall have been first offered to me and my foresaids at the same

price and on the same terms which may be offered by any other person.

Burden 8

Deed of Servitude containing Disposition by Reginald Godfrey Lawrence Oliphant, proprietor of 225 acres in Isle of Skye (Property A) to Neil Gerrard and June Gerrard, proprietors of ground comprising the northern part of croft 10 Kylerhea, Isle of Skye (Property B), recorded G.R.S. (Inverness) 14 Jun. 1989, of servitude right etc, as aftermentioned, contains the following conditions:

I the said Reginald Godfrey Lawrence Oliphant have agreed to allow them the said Neil Gerrard and June Gerrard and their successors in ownership of Property B a servitude right to water supply as aftermentioned therefore I HEREBY GRANT and DISPONE to the said Neil Gerrard and Mrs June Gerrard equally between them and to their successors in the ownership of Property B a servitude right to use for the water supply of Property B all existing springs, wells, streams, water courses, reservoirs, tanks, pipes and connections and others in or under any parts of Property A or which the proprietor of Property A may have right to use in so far as serving Property B which are at present so used with right of access for the maintenance or renewal or alteration of levels of the same on payment of any surface damage occasioned; Declaring that no guarantee is given as to the quality or quantity of any water supply.

Burden 9

Feu Disposition by Reginald Godfrey Laurence Oliphant to Alastair Forbes Steele Scott and his successors and assignees, recorded G.R.S. (Inverness) 28 Aug. 1990, of area of ground extending to 296 square metres adjacent to the Old Schoolhouse, Kylerhea, Isle of Skye ("the feu"), contains the following reservations:

Reserving to myself and my successors as proprietors for the time being of the remaining lands of which the feu forms part;

(Primo) whole mines, metals and minerals of every description in and under the feu with full power and liberty to work, win and carry away the same and to carry out all works necessary for this purpose subject to payment of compensation for damage caused thereby;

(Secundo) the whole shooting and sporting rights over or attaching to the feu with right to enter thereon with the free exercise of such rights with right to take away all game on the feu subject always to compensation for damage caused thereby; and;

(Tertio) the right to enter upon the feu and to lay down or carry over or through the feu and thereafter maintain, repair and renew all water, drainage, sewerage, electricity, telephone and other supply pipes, lines, cables and conduits and other services as may be required for serving my said remaining lands.

Burden 10

Disposition by Richard Eric Laurence Oliphant of Condie to Neil Gerrard and June Gerrard and their executors and assignees, recorded G.R.S. (Inverness) 10 Feb. 2000, of 0.2 hectares forming part of Croft 10, Kylerhea, contains the following rights, reservations and burdens:

Together with (One) a servitude right of pedestrian and vehicular access to and egress from the subjects disposed over and across the Township Track leading from the public road and thereafter over and across the private access roadway to be formed by my said disponees leading to the said subjects disposed and (Two) all necessary heritable and irredeemable servitude rights over adjoining subjects now or formerly belonging to me for the installation, maintenance, repair and renewal of all services pertaining to the subjects, including a servitude right of access thereto for the purpose of maintenance, repair and renewal of the same subject to reinstating any surface damage thereby occasioned, including without prejudice to the foregoing generality all necessary servitude rights for the siting and thereafter maintenance, repair and renewal of a soakaway system lying within the subjects known as Croft Ten Kylerhea and to the south west of the subjects hereinbefore disposed as well as all necessary servitude rights for the installation, maintenance, repair, renewal and use of a water supply system together with all the pipes, tanks and others as may reasonably be required by my said disponees for providing a water supply to the dwellinghouse erected or to be erected on the said subjects disposed.

And also with and under the following burdens, conditions and others namely videlicet:- (One) my said disponees shall be bound within six months of 27 Jan 2000 to enclose the subjects hereby disposed insofar as not already done with good and sufficient stockproof walls and fences and to maintain same in all time coming and (Two) there is reserved to myself and my successors as proprietors for the time being of the remaining lands of the township of Kylerhea and others deriving right from me (Primo) the whole mines, metals, minerals of every description in and under the subjects hereby disposed with full power and liberty to work, win and carry away the same and to carry out all works necessary for this purpose but without entering upon the surface thereof and subject to payment of compensation for damage caused to the surface and any buildings erected thereon and (Secundo) the whole shooting or sporting rights over or attaching to the subjects with right to enter thereon to retrieve and take away any game subjects always to payment of compensation for damage caused thereby.

Burden 11

Disposition by Richard Eric Laurence Oliphant of that ilk (who and whose successors are hereinafter referred to as the Estate Proprietor) to John Henry Bannister and his executors and assignees (hereinafter referred to as the former crofter), recorded G.R.S. (Inverness) 25 Aug 2008, of (In The First Place) 1.59 hectares forming the croft land Croft 8 Kylerhea and (In The Second Place) 1.84 hectares forming the croft land Croft 9 Kylerhea, registered under title number INV22905, contains the following reservations, servitudes and real burdens:

There are reserved to the Estate Proprietor so far as I have right thereto the whole coal, shale, oil, lime, iron, clay, freestone, marble and other stone and all other mines, metals, minerals and fossils within or under the disposed property (excepting always such coal and mines of coal which were vested in the National Coal Board under and by virtue of the Coal Industry Nationalisation Act 1946) with full power to search for, work, win, raise, calcine and carry away the same and to sink pits, open quarries and make all necessary roads and drains and all others necessary for all or any of these purposes upon payment to the disponees for such damage as may be occasioned to the disposed property and the buildings and others thereon as the same shall failing agreement be ascertained by an arbiter mutually chosen by the parties or appointed by the Sheriff at Portree; but declaring that the Estate Proprietor shall not be at liberty to enter upon the surface of any part of the disposed property forming the site of a dwellinghouse or relative garden ground.

Part I: Interpretation

"the retained property" means the Township of Kylerhea and others extending to 225 acres described in Disposition to Reginald Godfrey Laurence Oliphant, recorded G.R.S. (Inverness) 9 Jun 1972 under exception of the disposed property and any other parts thereof which have been previously been conveyed to other parties by the disponent or his predecessors as proprietors thereof

"the disposed property" means the subjects hereby disposed

"the Estate Proprietor" means the disponent and his successors as proprietors of the retained property

"the Disponent" means John Henry Bannister as owner of the disposed property

Part II: Real Burdens affecting the retained property

The following real burdens are imposed on the retained property in favour of the disposed property:-

None

Part III: Servitudes affecting the retained property

The following servitudes are imposed on the retained property in favour of the disposed property:-

None

Part IV: Real burdens affecting the disposed property

The following real burdens are imposed on the disposed property in favour of the retained property:-

1. the disponees shall be bound to notify the Estate Proprietor of any disposal of the disposed property or any part thereof within five years from the date of entry (being 15 May 2008) such notification to be given at least twenty one days prior to the date of entry in respect of any such disposal and in the event of a disposal of croft land or former croft land or any part thereof to anyone who is not a member of the former crofter's family by any means other than by a lease for crofting or agricultural purposes at any time within five years of the date of entry then the disponees shall pay to the Estate Proprietor a sum equal to one-half of the difference between (a) the market value of the croft land or former croft land or part thereof on the date of such disposal which failing agreement between the parties shall be determined as directed by Section 14(4) of the Crofters (Scotland) Act 1993 and (b) the consideration which is now being paid in respect of the croft land or former croft land or part thereof which sum failing agreement shall be fixed by an arbiter mutually chosen or appointed by the Sheriff at Portree.

2. The disponees shall enclose the disposed property so far as not already done with a good and sufficient stockproof fence erected wholly on the disposed property and they shall be bound to pay to the proprietors of any adjoining ground already conveyed one-half of the expense of a boundary fence or wall erected or to be erected to the extent of one-half thereof on the subjects and to the extent of one-half thereof on said adjoining ground as the said expense shall in the event of a dispute be fixed by an arbiter mutually chosen or appointed by the Sheriff at Portree; After erection of the said fences or wall the disponees shall be bound to maintain the same and all other boundary walls and fences already constructed in a good and sufficient stockproof state of repair in all time coming and shall be entitled to require the proprietors of any adjoining ground to contribute to one-half of the expense of repairing any mutual wall or fence but declaring that in no circumstances shall any claim for erecting or maintaining or repairing any wall or fence enclosing the disposed property be competent against the Estate Proprietor.

Part V: Servitudes affecting the disposed property

The following servitudes are imposed on the disposed property in favour of the retained property:-

1. All necessary rights of servitude and wayleave and tolerance in favour of the Estate Proprietor over the disposed property for all necessary pipes, cables and drains and associated apparatus serving the retained property (all hereinafter referred to as "the service apparatus") in connection with the supply of water, electricity, telephone and sewerage facilities but that only along such lines on such levels and in such manner as may be presently existing or shall hereafter be approved of in writing by the proprietor of the disposed property; together also with a right of access to the Estate Proprietor at all reasonable times for the purposes of laying, inspecting, repair and renewing the service apparatus and also subject to payment for any damage occasioned to the surface of the ground or buildings or others erected thereon caused by the said laying, inspecting, repairing and renewing operations or occasioned by the bursting or fracturing of the service apparatus as such damage shall, failing agreement, be ascertained by an arbiter mutually chosen by the parties or appointed by the Sheriff at Portree.

Burden 12

Disposition by Margaret Robertson to Dawn Margaret Young and Graeme Andrew Blenkinsopp and their executors and assignees, recorded G.R.S. (Inverness) 27 Feb. 2009, of subjects 7 Kylerhea, Breakish, Isle of Skye, contains inter alia the following, only in so far as affecting the subjects in this title:

PART 1 INTERPRETATION

the Retained Property means those subjects extending in total to 1.449 hectares forming the croft 7 Kylerhea in the County of Inverness being the subjects described in the Disposition to Margaret Robertson, recorded G.R.S. (Inverness) 24 Feb. 1988 under exception of the Disposed Property hereinafter defined;

the Disposed Property means the property hereby disposed;

the Disposer means the said Margaret Robertson and her successors as owners of the Retained Property;

the Disponee means the said Dawn Margaret Young and Graeme Andrew Blenkinsopp and their successors as owners of the Disposed Property.

PART III SERVITUDES AFFECTING THE RETAINED PROPERTY

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

(Two) all necessary servitude rights of access for pedestrian and vehicular traffic from the township road over the shared access road delineated on the plan relative to the foregoing Disposition.

Note: The subjects hereby disposed are benefited by a right of access in Part III clause (Two) of the foregoing Disposition. The extent of said right of access, in so far as affecting the subjects in this title, is hatched brown on the cadastral map.

Burden 13

Deed of Servitude containing Disposition by C. E. Murch Limited (the "Burdened Owner") to Alastair Forbes Steele Scott (the "Benefited Owner"), recorded G.R.S. (Inverness) 2 May 2011, contains the following servitude right and conditions, only in so far as affecting the subjects in this title:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:-

"Benefited Property" means the subjects registered under title number INV28255;

"Burdened Property" means (First) that piece of ground extending to 1 Rood, 9 Poles and 29.75 square yards together with dwellinghouse and others known as The Old Inn, Kylerhea, described in Feu Disposition to Hilda Joyce Cartwright, recorded G.R.S. (Inverness) 6 Nov. 1959; and (Second) that piece of ground at Kylerhea extending to 33.230 acres described in The Second Place, in the Charter of Novodamus to Hilda Joyce Cartwright, recorded G.R.S. (Inverness) 4 Apr. 1967;

"Schedule" means the schedule annexed and signed as relative to this Deed;

"Private Water Supply" means the spring, turf dam, collecting tanks, filter tank, pipes, supply pipes and whole other parts and apparatus pertaining to the private water supply system which lies within the Burdened Property and serving the Benefited Property which water supply system and approximate route of which supply are shown tinted mauve and by a blue broken line respectively on the cadastral map;

"Servitude Conditions" means the conditions under which the Servitude Right is to be exercised set out in Part 2 of the Schedule; and

"Servitude Right" means the servitude right set out in Part 1 of the Schedule.

1.2 Interpretation

Save to the extent that the context or the express provision of this Deed otherwise requires, in this Deed:-

1.2,1 words importing any gender include all other genders;

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

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

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

1.2.4 words importing individuals include legal persons and vice versa;

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

1.2.6 any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Deed;

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

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

SCHEDULE

Part 1

The Servitude Right

The following servitude right is imposed on the Burdened Property in favour of the Benefited Property:-

A servitude right to connect into and use for the provision of a domestic water supply to the dwellinghouse and outbuildings erected on the Benefited Property the Private Water Supply; together with a right of access to the Benefited Owner and his successors as proprietors of the Benefited Property and others having their authority for the purpose of inspecting, repairing, maintaining, upgrading and renewing the same from time to time as may be necessary upon payment of all surface damage occasioned thereby.

Part 2

The Servitude Conditions

The Servitude Right created by this Deed is subject to the following Servitude Conditions:-

The owner for the time being of the Benefited Property will:-

(One) make good on demand all damage caused to the Burdened Property by reason of the exercise of the Servitude Right by the owner for the time being of the Benefited Property or their tenants, agents, employees, workmen and others authorised by them from time to time, to the reasonable satisfaction of the owner for the time being of the Burdened Property;

(Two) procure that the Servitude Right is exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the owner for the time being of the Burdened Property and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers;

(Three) indemnify the owner for the time being of the Burdened Property in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the Servitude Right by the owner for the time being of the Benefited Property; and

(Four) maintain at all times the water supply pipes and all ancillary parts and apparatus of the Private Water Supply in good repair and condition in all time coming to the reasonable satisfaction of the owner for the time being of the Burdened Property.

Note: the abovementioned mauve tint has not been referenced on the cadastral map in respect of the subjects in this title.

Burden 14

Disposition by Richard Eric Laurence Oliphant of that Ilk to Stuart Russell Grey and Lorna Jane Grey and their assignees and disponees, recorded G.R.S. (Inverness) 28 Jul. 2016, of Carpenters Cottage, Kylerhea, Isle of Skye, registered under title number INV37401, contains the following servitudes and real burdens:

Part I: Interpretation

In this Entry:-

"the retained property" means that area or piece of ground extending to 225 acres or thereby in the Island of Skye being the whole subjects disposed by Disposition by the Executors of the Right Honourable Alexander Godfrey Macdonald of Macdonald, Lord Macdonald in favour of Reginald Godfrey Laurence Oliphant recorded G.R.S. (Inverness) 9 Jun. 1972, under exception of the disposed property.

"the disposed property" means the subjects hereby disposed.

"the disponent" means the said Richard Eric Laurence Oliphant of that Ilk and his successors as owners of the retained property.

"the disponent" means the said Stuart Russell Grey and Lorna Jane Grey and their successors as owners of the disposed property.

Part II: The following real burdens are imposed on the retained property in favour of the disposed property:

None

Part III: Servitudes Affecting the Retained Property

The following servitudes are imposed on the retained property in favour of the disposed property:

(1) A heritable and irredeemable servitude right to use and enjoy the benefit of all electricity cables, telephone cables, pipes, drains and others serving the disposed property in so far as said cables, pipes, drains and others run through, across and over the retained property with access thereto for all time coming for the purpose of maintenance, renewal and repair of the existing cables, pipes, drains and others serving the disposed property.

(2) A heritable and irredeemable servitude right of access to the septic tank system including septic tank, connecting pipes, outfall pipes and soakaways for providing the sewerage and drainage system to the dwellinghouse on the disposed property in all time coming for the purposes of inspection, maintenance, repair and if necessary, renewal of the system or any part thereof, insofar as the said septic tank system or any part thereof lies within the retained property.

(3) A heritable and irredeemable servitude right to install connecting pipes to any public or private water supply system running through the retained property to serve the disposed property, together with a heritable and irredeemable servitude right of access in all time coming to the connection pipes and water supply system for the purposes of inspection, maintenance, repair and if necessary, renewal of the system or any part thereof.

Part IV: Real Burdens Affecting the Disposed Property

The following real, burdens are imposed on the disposed property in favour of the retained property:

(1) An obligation on the proprietors of the disposed property to make good any surface damage caused by the exercise of the servitude rights more particularly detailed at Part III hereof.

Part V: Servitudes Affecting the Disposed Property

The following servitudes are imposed on the disposed property in favour of the retained property:

None

Part VI: Further Servitudes Affecting the Disposed Property

The following servitudes are imposed on the disposed property:

None

Part VII: Real Burdens in favour of other Benefited Property

The following real burdens are imposed on the disposed property in favour of the property or properties after specified:

None

Part VIII: Servitudes affecting other Benefited Property

The following servitudes are imposed on the disposed property in favour of the property or properties after specified:

None

Burden 15

Deed of Servitude and Discharge of Servitude (incorporating real burdens) between Stuart Russell Grey and Lorna Jane Grey and Richard Eric Laurence Oliphant of that ilk, recorded G.R.S. (Inverness) 12 Mar. 2020, registered under title number INV37401, contains the following real burdens and servitudes:

Whereas it has been discovered that the location of the access road to property as hereinafter defined on the cadastral map is inaccurate and the Parties hereto are in agreement to rectify that, therefore it is hereby agreed between the parties as follows: -

1. Definitions

In this deed and in the Schedule following the words and phrases shall have the meanings respectively ascribed to them as follows: -

1.1 "the Benefited Proprietor" means Stuart Russell Grey and Lorna Jane Grey residing together formerly at Twenty-four Goswick Way, Seaham, SR7 7WJ and now at Fourteen Burton Constable Close, Whitworth, Spennymoor, County Durham, DL16 7GH and in substitution therefore their successors as proprietor of the Benefited Property or any part thereof.

1.2 "the Benefited Property" means the subjects described in Part A of the Schedule annexed as relative hereto.

1.4 "The Schedule" means the Schedule annexed as relative hereto.

1.5 (i) "The incorrect access road" means the access roadway, shown tinted blue on the cadastral map.

1.5 (ii) "The correct access road" means the access roadway forming part of the Burdened Property hatched blue on the cadastral map.

1.6 (i) "the Burdened Proprietor" means Richard Eric Laurence Oliphant of that Ilk, sometime residing at care of Orix Europe Limited, Third Floor, 33 Lombard Street, London, EC3V 9BQ and now residing at 1B Kylerhea, Breakish, Isle of Skye and in substitution therefore his successors as proprietor of the Burdened Property.

1.7 "the Burdened Property" means the subjects described in Part B of the Schedule annexed as relative hereto.

1.8 "the Servitude Conditions" means the real burdens set out in Part C of the Schedule.

1.9 "the Servitude Rights" means the servitude rights granted by virtue of the provisions of this deed.

2. Grant of Servitude

The Burdened Proprietor, at the request of the Benefited Proprietor and for no monetary consideration, hereby grants and disposes to and in favour of the Benefited Proprietor, and their tenants, servants, agents, workmen and all others authorised by them from time to time, a heritable and irredeemable servitude right of pedestrian and vehicular access to the Benefited Property over the correct access road.

3. Discharge of Servitude.

The Benefited Proprietor at the request of the Burdened Proprietor and for no monetary consideration hereby renounces and discharges the existing servitude right of access pertaining to the Benefited Property over the incorrect access road and declares the Burdened Property to be disburdened of the servitude right.

5. No applications

No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes set out in this Deed for a period of five years after the registration of this Deed in the Land Register of Scotland or recording of this Deed in the General Register of Sasines.

SCHEDULE

PART A

The Benefited Property comprises the following subjects: -

the subjects known as and forming Carpenters Cottage, Kylerhea, Isle of Skye, IV42 8NH together with the solum thereof and ground pertaining thereto extending to One thousand and twenty square metres or thereby and being the subjects registered in the Land Register of Scotland under the Title Number INV37401;

PART B

The Burdened Property comprises the following subjects:-

the subjects known as and forming that area or piece of ground extending to 225 acres or thereby in the Island of Skye and being the whole subjects more particularly described in, disposed by and shown delineated in red and coloured pink on the plan annexed and signed as relative to Disposition by the Executors of the Right Honourable Alexander Godfrey Macdonald of Macdonald, Lord Macdonald to Reginald Godfrey Laurence Oliphant, recorded G.R.S. (Inverness) 9 Jun. 1972, under exception of the benefited property;

PART C

THE SERVITUDE CONDITIONS

The following real burdens are imposed on the Benefited Property in favour of the Burdened Property: -

The Benefited Proprietor shall: -

(1) Make good all physical damage caused to the Burdened Property by reason of the exercise of the Servitude Rights by the Benefited Proprietor to the reasonable satisfaction of the Burdened Proprietor within a reasonable period of time after such damage has occurred.

Note: The Clause numbering in the foregoing entry reflects the original numbering in the Deed.

Burden 16

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.

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

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