

LRB-2023-50

**23/01235/IPL - Renewal of permission 20/00985/IPL
(Erection of farm shop and formation of ancillary parking
(in principle)), land 60 metres east of Tay Cottage, Killin**

REPRESENTATIONS

Mrs jo tauscher (Objects)

Comment submitted date: Tue 01 Aug 2023

I object to this proposal and would have done previously had I been aware of it.

My main concerns with this are:

1. The request does not leverage an existing building and would require a new structure and car park (rather than leveraging something which exists)
2. The request unnecessarily changes the use of land from agricultural use
3. The car park would compromise an area of natural beauty
4. It may set precedent for the area
5. If permission is granted and a car park put in place, in the future a change of use might be requested
6. It will take away from other local farm shops /businesses nearby such as <https://www.tombreck.co.uk/farm-shop>
7. It contravenes a number of planning policies as outlined below:

a) Policy "NE1B" - National Designations : "Development which would affect a National Park, National Scenic Area, Site of Special Scientific Interest or National Nature Reserve will only be permitted where the integrity of the area or the qualities for which it has been designated are not adversely affected or any adverse impacts are clearly outweighed by benefits of national importance". Currently this is an area of agricultural land and the car park especially will be an eye sore from all aspects of the loch and compromise an area of SSI and area of natural beauty

b) Highland Area Local Plan Policy 3 "NPF3": "We should be protecting the character of noted areas of Scottish Land which is part of natural heritage" The proposal would not strengthen or enhance the character of the surrounding landscape but would rather detract from the open and undeveloped nature of the area especially the car park- the proposal would fundamentally alter the landscape which should be protected

c) Scottish Natural Heritage's Tayside Landscape Character Assessment 1999: This policy discourages isolated developments in the open landscape. This proposal replaces an area of natural land - The change of use seems inappropriate when many existing properties could be converted

d) Perth and Kinross Council prepared Supplementary Guidance on Landscape 2020 (new since previous approvals): "Maintain the native character of loch side" The proposal is contrary to the Council's Supplementary Guidance and would have a detrimental impact on the landscape from all sides of the loch

e) Policy "TA1B" - Transport Standards and Accessibility Requirements:

"Development proposals that involve significant travel generation should be well served by all modes of transport (in particular walking, cycling and public transport), provide safe access and appropriate car parking. Supplementary Guidance will set out when a travel plan and transport assessment is required" It is not well served by

all modes of transport- hence the requirement for a car park and the road is not safe of cyclists and bus service limited

A few other things to note/ observations:

- In an earlier proposal they suggest that it is a way of diversifying Morenish Farm but I was not aware that the owner of this land is connected to Morenish Farm
- The details of the proposal are very light!

Beyond the fact that I believe this request falls foul of many planning policies, and would not be additive to the area- it is of great concern that this is the second application in this area of Moreneish where a change of use is being requested which will fundamentally change the landscape. This an agricultural land and an area of natural beauty which should be protected. I strongly feel any new building and car parks should be actively discouraged and rather existing settlements should be adapted.

Daniel Figures

From: Development Management
Sent: 02 August 2023 13:47
To: Daniel Figures
Subject: FW: Planning Application Consultation Request for Application No 23/01235/IPL

From: Planning Consultations <PlanningConsultations@scottishwater.co.uk>
Sent: Wednesday, August 2, 2023 9:19 AM
To: Development Management <DevelopmentManagement@pkc.gov.uk>
Subject: RE: Planning Application Consultation Request for Application No 23/01235/IPL

CAUTION: This email originated from an external organisation. Do not follow guidance, click links, or open attachments unless you have verified the sender and know the content is safe.

Good Morning,

Scottish Water has no objection to this planning application.

According to our records there is no public Scottish Water, Waste Water infrastructure within the vicinity of this proposed development therefore we would advise applicant to investigate private treatment options for any additional surface water.

I trust the above is acceptable however if you require any further information regarding this matter please contact me on 0800 389 0379 or via the e-mail address below or at planningconsultations@scottishwater.co.uk.

Kind regards,

Ruth Kerr

Technical Analyst
North Regional Team

Strategic Development
Development Services
Dedicated Freephone Helpline: 0800 389 0379

DevelopmentOperations@scottishwater.co.uk

Scottish Water.

Trusted to serve Scotland.

Ms Sue Manning (Objects)

Comment submitted date: Thu 10 Aug 2023

A second farm shop in an already fragile local economy would be detrimental to the existing Tombreck Farm Shop at Tombreck Farm, Lawers, PH15 2PB, www.tombreck.co.uk, which is only a few miles away.

The Tombreck Farm Shop was founded in 2012 and primarily sells produce actually grown on the farm. Initially this was eggs and meat, but in the last 18 months has also been selling organic vegetables.

Supported by the popularity and success of the vegetable sales, in February 2023, the Tombreck Market Garden was established on the farm by two young but experienced growers, and so far their business is doing well.

Without a farm to supply the proposed farm shop at Tay Cottage, the development would appear be primarily a tourist attraction and therefore somewhat speculative.

Mrs Charlotte Campion (Objects)

Comment submitted date: Wed 16 Aug 2023

The application to renew is relying on outdated ordnance survey map information and provides no detailed proposal regarding the construction and service / waste requirements, nor business plan. Planning was originally granted in 2008 and planning permission shouldn't be automatically renewed (without careful consideration) because of permission given in the past.

Glenlyon & Loch Tay Community Council

16th. August 2023

23/01235/IPL | Renewal of permission 20/00985/IPL (erection of farm shop and formation of ancillary parking (in principle)) | Land 60 Metres East Of Tay Cottage Killin

The Community Council objects to this renewal for the following reasons:

Original 2008 Application for Planning:

3 Location of application site is stated as being Morenish Farm which it is not. The site is some distance eastward. (See Appendix 1.)

4a Description of proposed development is stated as being "farm diversification – farm shop and ancillary parking". It is not farm diversification as the site is not part of a farm and certainly not Morenish Farm which was bought, and not by the applicant, specifically for growing commercial timber. (See Appendix 2.)

5 Existing use of land – stated as being agriculture. It is not. It is just an unused field.

Contravention of the following policies:

Policy 8. Rural Business and Diversification

(a) does not re-use an existing building.

(c) it is incompatible with surrounding land use which open farmland. This would an isolated retail establishment in open countryside disassociated from any other building residential or otherwise.

(d) the proposal would be incongruous in this very scenic area.

(e) the proposal would not meet a specific need. There is already a well-established farm shop at Tombreck some distance eastward along the same road.

(h) Retailing on this site would not be ancillary to the existing use of the site and, in this fragile rural economy, could seriously prejudice the vitality of the well-established Farm Shop at Tombreck which is a genuine farm diversification within the Tombreck courtyard selling farm-produced produce and, there is also at Tombreck a recently established Tombreck Market Garden which needs to be given a chance to thrive. <https://www.tombreck.co.uk/>

Policy 19 – It is contrary to (5) as it does not convert or replace a redundant non-domestic building.

(6) it is not a rural brownfield land.

Policy 60 Transport – this site is off a busy main road which is dangerous for cyclists and with no pavements. Public transport is one bus, each way, a day from Killin.

Conclusion

This application has become dated, any need it may have met has long gone and is disingenuous in implying it is a farm diversification for Morenish Farm. It would introduce an isolated retail into the Local Scenic Area.

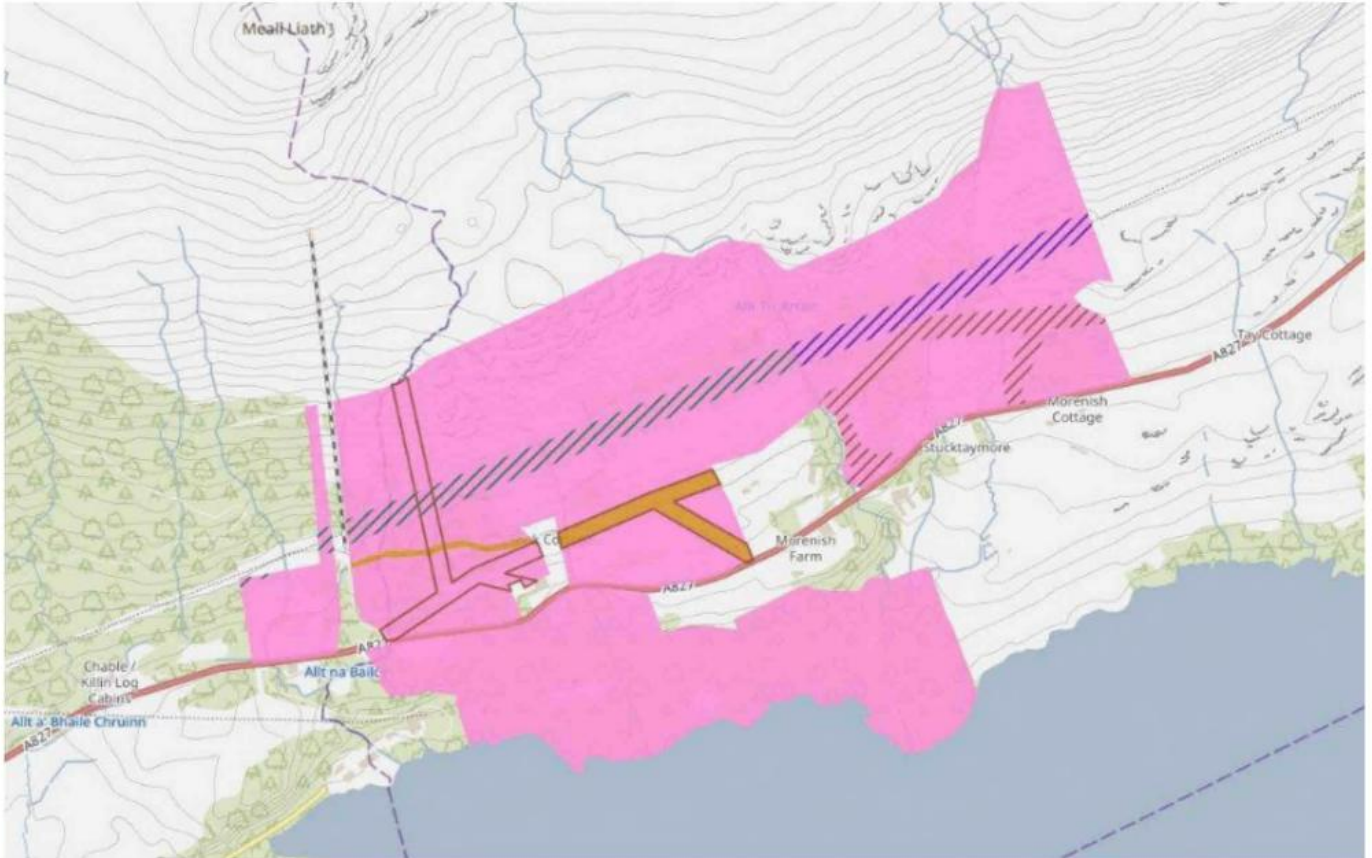
Please refuse to renew this application.

Regards

Susan Dolan-Betney

APPENDIX

1.



2. Extract from a letter dated 23 December 2016 to the Community Council from the Forestry Commission re. Morenish Woodland Creation scheme ref.: 16FGS10755:

“The land was bought for the purpose of woodland creation. The owner’s objective is to grow softwood timber, primarily spruce for the sawmilling, biomass and wood panel industries in due course, rather than e.g. a wholly native woodland.”

Memorandum

To Development Quality Manager

From Regulatory Service Manager

Your ref 23/01235/IPL

Our ref SAL

Date 16/8/2023

Tel No 01738 476476

The Environment Service

Pullar House, 35 Kinnoull Street, Perth PH1 5GD

Consultation on an Application for Planning Permission

Renewal of permission 20/00985/IPL (Erection of farm shop and formation of ancillary parking (in principle) Land 60 Metres East Of Tay Cottage Killin

I refer to your letter dated 27th July 2023 in connection with the above application and have the following comments to make.

Water (assessment date – 16/8/2023)

Recommendation

I have no objections to the application but recommend the undernoted condition and informatives be included in any given consent.

Comments

The development is for a farm shop and ancillary parking in a rural area with private water supplies (including Tay Cottage Supply) believed to serve properties in the vicinity. To ensure the new development has an adequate and consistently wholesome supply of water and/ or to maintain water quality and supply in the interests of residential amenity and ensure the private water supply or septic drainage systems of neighbours of the development remain accessible for future maintenance please note the following condition and informatives. It should be noted that once the development is operational this Service will have statutory duties detailed in the Water Intended for Human Consumption (Private Supplies) (Scotland) Regulations 2017 to monitor the water quality. No public objections relating to the water supply were noted at the date above.

WS00 Condition

Prior to the commencement of the development hereby approved, details of the location and measures proposed for the safeguarding and continued operation, or replacement, of any septic tanks and soakaways, private water sources, private water supply storage facilities and/or private water supply pipes serving properties in the vicinity, sited within and running through the application site, shall be submitted to and approved in writing by the Council as Planning Authority. The subsequently agreed protective or replacement measures shall be put in place prior to the development being brought into use and shall thereafter be so maintained insofar as it relates to the development hereby approved.

WAYL - Informative 1

The applicant should ensure that any existing wayleaves for maintenance or repair to existing private water supply or septic drainage infrastructure in the development area are honoured throughout and after completion of the development.

PWS - Informative 2

The applicant shall ensure the private water supply for the development complies with the Water Scotland Act 1980 (Section 63), The Private Water Supplies (Scotland) Regulations 2006 and The Water Intended for Human Consumption (Private Supplies) (Scotland) Regulations 2017. Detailed information regarding the private water supply, including the nature, location and adequacy of the source, any storage tanks/ pipework and the filtration and disinfection treatment proposed to ensure provision of an adequate and consistently wholesome water supply shall be submitted to Perth and Kinross Council Environmental Health in line with the above Act and Regulations.



Mrs Jillie Graham (Objects)

Comment submitted date: Wed 16 Aug 2023

I object to this request as I do not believe it is in the interests of the local area of Morenish and Killin and is not in line with current planning guidance as substantiated by the following points:

The original request for permission goes back to 2008, and it would appear has simply been re-submitted and repeatedly approved every couple of years. However, since the original approval (17 years ago) not only have there been changes in planning policy but also the land ownership has changed which should be considered. The application fails to acknowledge they no longer own all the surrounding land.

In Feb 2023 the National Planning Framework 4 (NPF4) was introduced replacing NPF3 and it states "We will make productive use of existing buildings, places, infrastructure and services, locking in carbon, minimising waste, and building a circular economy"- this application does not make use of an existing building and replaces an area of natural land.

In 2020 Perth and Kinross Council prepared Supplementary Guidance on the Landscape use and maintaining the native character of loch side; this proposal with a car park is contrary to this and would impact the landscape from all sides of the loch. In addition

1. In the original planning request, it suggests that there is an economic need to "diversify" - if this is the case I feel the applicant should outline how they are connected to Morenish Farm and provide a case for diversification together with a business plan demonstrating the investment of creating the farmshop, car park and staff is a viable venture
2. If a viable business venture, I believe the applicant should be looking to convert an existing outbuilding which would be more in line with planning policy
3. I believe that the proposal would have a detrimental impact on local business already in the area (both Farm shops and the shops in Killin which are already struggling/ closing down)

I therefore believe the application to build a farm shop should be withdrawn and not approved.

Mrs Kirsty Todd (Objects)

Comment submitted date: Wed 16 Aug 2023

I note an application to renew permission previously granted for a Farm Shop near Morenish. I would like to take this opportunity to raise awareness as I have concerns about the facts and integrity of the application over land which is a designated area of natural beauty.

UNACCEPTABLE IMPACT ON NATURAL ENVIRONMENT

There is a new National Framework Policy 4 in place and thus historical approved permissions which have lapsed should not be relied upon when considering the renewal of an application and it should be considered based on current knowledge of the surrounding area.

The applicants have recently sold land and the O/S ownership survey submitted is out of date (2008) and I refer to the documents submitted with this application, the Land under number 35 of document 08/01586/01 is not all owned by the applicant as the application would suggest. I refer you to the planning application 23/00846/FLL for further information concerning the new ownership and the letters of objection from Heritage Scotland and Nature Scot in respect of developments in and around Morenish Meadow, which is a designated area of natural beauty.

I question whether the current land owner/applicant is really wanting to sell local produce as the application suggests; moreover it appears to me, they are trying to diversify the land so they can make more money by sub dividing the land piecemeal and selling off individual plots. Indeed, since the original application for a farm shop in 2008, Morenish Yard (including the strip of land directly to the loch) has been individually sold off from the farm as well as more recently LOTS 1 and LOT 2, 250m south of Morenish Cottage (which are landlocked) earlier this year. In my view if permission is granted for a farm shop, 60 m East of Tay Cottage, it is a slippery slope for what will be requested next because it gives further appetite to the current owners to exploit the land for development rather than protect it.

The current application lacks information and detail. There are no drawings of what is being proposed including the car park but which by default irreversibly damages the natural agricultural land as well as creating a potential eyesore across the land from Loch Tay - no details of amenities being provided - car parking for more than 2/3 cars implies there maybe more than a farm produce offering at the proposed shop and visitors spending more than 10 minutes buying their veg but no information or artist impressions have been given. A new building is being proposed (rather than enhancing an existing one) without any understanding of what the construction will look like (aside from one reference pic in a previous application) and indeed what it could subsequently be turned into should permission be granted and thus creates a precedent to further develop the agricultural land.

CONCLUSION

The pastoral land is very close to an area of outstanding beauty and SSSI which needs protection and not obliteration to erect a superfluous farm shop which is not near any services or other buildings.

Please treat this letter as a formal objection to the proposed planning application reference 23/01235/IPL.

Comments to the Development Quality Manager on a Planning Application

Planning Application ref.	23/01235/IPL	Comments provided by	Lachlan MacLean Project Officer – Transport Planning
Service/Section	Transport Planning	Contact Details	TransportPlanning@pkc.gov.uk
Description of Proposal	Renewal of permission 20/00985/IPL (Erection of farm shop and formation of ancillary parking (in principle))		
Address of site	Land 60 Metres East Of Tay Cottage, Killin		
Comments on the proposal	<p>The applicant is proposing to renew the consent from 20/00985/IPL, 17/01366/IPL, 14/01548/IPL, 11/01770/IPL and 08/1586/OUT for the erection of a farm shop with parking. The applicant is proposing that the vehicle access to the site will be onto the A827 public road network.</p> <p>The proposed access onto the public road network was established in 2008, however, it is important to note that vegetation has grown over the last 15 years, so it will be important for the applicant to show that an appropriate visibility splay can now be provided. A condition is recommended.</p> <p>The vehicle access will also be required to be brought up to Perth & Kinross Council's current standards. This will be included when the detailed application is submitted.</p> <p>The applicant should consider the following when submitting a detailed planning application:</p> <ul style="list-style-type: none"> • The number of car parking spaces being provided for the dwellinghouse should be in accordance with The National Roads Development Guide. • Turning facilities shall be provided within the site to enable vehicles to enter and leave in a forward-facing gear. • A swept path analysis shall be provided for 12 metre bin lorry to show it can turn or service the site. • The visibility splay for the vehicle access must be shown on any subsequent submissions to show the splay to both the left and right of each access. The splay shall be provided to the left and right of the access from a point 2.4 metres back from the edge of the carriageway measured between points 1.05 metres above the road level. • The gradient of the access shall not exceed 3% for the first five metres measured back from the edge of the carriageway and the access shall be constructed so that no surface water is discharged to the public road. A level survey will help understand the gradients in this location. • A rural bus boarder should be provided on both sides of the road, to allow for the pick up and drop off of visitors with a suitable crossing location affording suitable visibility for any persons crossing the road. 		

	<p>Insofar as the Roads matters are concerned, I have no objections to this proposal on the following conditions.</p>
<p>Recommended planning condition(s)</p>	<p>As part of the first application for the Approval of Matters Specified by Condition (AMSC) or detailed application, a detailed design showing the full visibility splays along the channel line shall be provided to the left and right of the access, at a set-back of 2.4 metres measured 1.05 metres above the road level to the standard and specification required by the Council as Roads Authority to the satisfaction of the Planning Authority. The visibility splays shall be physically formed on the ground and any existing fences, walls, hedges or other means of enclosure or obstructions within the splays greater than 1.05 metres in height shall be removed and relocated outwith the splays. Once formed, the visibility splays shall be permanently retained thereafter, and no visual obstruction above 1.05 metres of any kind shall be permitted within the visibility splays so formed. The visibility splays, as approved in writing, shall be implemented in accordance with the approved details to the satisfaction of the Council as Planning Authority and undertaken prior to the commencement of construction associated with the AMSC or detailed application.</p> <p>Reason - In the interests of road safety; to ensure an acceptable standard of construction within the public road boundary.</p> <p>The development shall not commence until the following specified matters have been the subject of a formal planning application for the approval of the Council as Planning Authority: regarding access, car parking, public transport facilities, walking and cycling facilities, the road layout, design and specification (including the disposal of surface water) shall be in accordance with the standards required by the Council as Roads Authority (as detailed in the National Roads Development Guide) and to the satisfaction of the Planning Authority.</p> <p>Reason - This is a Planning Permission in Principle under Section 59 of the Town and Country Planning (Scotland) Act 1997 as amended by Section 21 of the Planning etc. (Scotland) Act 2006.</p>
<p>Recommended informative(s) for applicant</p>	
<p>Date comments returned</p>	<p>17 August 2023</p>

To whom this may concern

Thanks for sharing with the appeal of planning application 23/01235/1PL

I believe the appeal further highlights why refusal was given. It suggests that the request for permission is in line with Policy 8 of the LDP2 therefore should be approved, but it rightly acknowledges that National Planning Framework "NPF4" policies that came into force more recently take precedent over LDP2 policies and it without question in contravention of many of those and other policies not mentioned in the refusal –beyond accessibility as the appeal suggests, although that alone is a valid reason for refusal.

NPF3 policy 3

"We should be protecting the character of noted areas of Scottish Land which is part of natural heritage"

The proposal would not strengthen or enhance the character of the surrounding landscape but would rather detract from the open and undeveloped nature of the area (especially the car park). The proposal would fundamentally alter the landscape which should be protected.

NPF4 policy 13

"Accessible by public transport"

This application / appeal does not satisfy this as "it is not accessible by public transport". The appeal states in point 3.2 that it is unfair discrimination to decline the application based on this- Its not discrimination, the planning team are simply following planning policy which is there for a reason, and the appeal and need for a car park further proves that the Farm Shop would only really be accessible by car! It would appear the applicant is challenging policy here rather than whether planning have followed policy correctly.

NPF4 policy 29

This application is not in line with many of the applicable points outlined in policy 20 A such as:

ii "Represents diversification of an existing business"

I do not believe this is a diversification of an existing business as the appeal suggests in point 3.5- I believe the applicant simply owns land rather than owning a farm/ being a farmer. How is this a diversification of an existing business?

vi "Reuse of a redundant or unused building"

The applicant wants to build a new structure and car park in rural land so is contravention of this. Tay Cottage next door to the proposed Farm Shop is derelict – surely it would be far

better and more in line with policy to consider leveraging Tay Cottage for this venture (if there is proven demand) which would be more than suitable for a “small scale” Farm shop as the appeal refers to it in point 3.6 and 4.1. Further why is such a big building and car park required for something “small scale”?

NPF4 policy 30

vi. *“Measures taken to minimise carbon emissions”*

If the business is a success, it would be default encourage carbon emissions as many customers would not be just passing by but rather driving their especially.

Scottish Natural Heritage's Tayside Landscape Character Assessment 1999

This policy discourages isolated developments in the open landscape. This proposal replaces an area of natural land- The change of use seems inappropriate when as already mentioned “Tay Cottage” and other derelict building in the area could be converted (if there is proven business need)

Perth and Kinross Council prepared Supplementary Guidance on Landscape 2020 (new since previous approvals)

“Maintain the native character of loch side”

The proposal is contrary to the Council's Supplementary Guidance and would have a detrimental impact on the landscape from all sides of the loch

Then I have questions/ points to make on some points of the appeal as follows:

3.9

“...There are 2 shipping containers, various vehicles and equipment this is a brownfield site and a long time since it was just a field” (redacted).

Since the applicant purchased the land it has indeed not been looked after and used as a dumping ground, and the appeal suggests based on this it is a “brownfield land” and therefore inferring that the development is therefore in the lands interests. To this I have some specific points to make:

1/ The applicant should be asked to remove all the unsightly items as they should have never been dumped in an area of natural beauty, its shows total disregard of the area.

2/ The definition of “brownfield” is land that is abandoned or underutilised due to pollution from industrial use – I don’t actually believe this is the case, items have simply been dumped in an area of natural beauty, and once removed, the land would simply be a field. However if the applicant really thinks it is “brownfield land” as they suggest in the appeal, someone

should investigate how the applicant has allowed an area of natural beauty to be so neglected under their care and it is certainly not reason to grant permission

4.7

“on the basis of previous history..” Redacted

Previous history should not really impact the decision- it is about what is right now according to current guidance.

Finally even if it did meet certain criteria and Tay Cottage was say instead converted, I still have concern that it will take away from other local farm shops /businesses nearby such as <https://www.tombreck.co.uk/farm-shop> which is also on the referred to “heart 200 touring route” and just 6 minutes away. I do not believe there is demand for two farm shops in such close proximity.

Thank-you for considering the concerns.

Jo

CDS Planning Local Review Body

From: [REDACTED]
Sent: 08 January 2024 16:14
To: CDS Planning Local Review Body
Subject: RE: LRB-2023-50

Follow Up Flag: Follow up
Due By: 16 January 2024 10:00
Flag Status: Flagged

CAUTION: This email originated from an external organisation. Do not follow guidance, click links, or open attachments unless you have verified the sender and know the content is safe.

To whom this may concern,

Thank you for sharing the challenge with me

I still stand by the concerns raised in my original objection which go beyond accessibility

- The request does not make use of an existing building – which the National Planning Framework 4 (NPF4) requires
- I don't believe this is diversification as it is not connected directly or indirectly to Morenish Farm and therefore not able to sell produce from the farm
- I believe that the proposal would have a detrimental impact on local businesses already in the area (both Farm shops and the shops in Killin which are already struggling/ closing down)

I therefore believe the application to build a farm shop should be withdrawn and not approved.

Further, I would request that the items (such as the containers/old vehicles) that have been dumped in this beautiful area be removed. It is outrageous that the site is being referred to as "Brownfield land" by the applicant, when its actually connected to land which has been designated as SSSIs and it is they who have directly abused the land.

Yours sincerely

Jillie Graham

Glenlyon & Loch Tay Community Council

mail@glenlyonandlochtaycc.org.uk

web: glenlyonandlochtaycc.org.uk

January 9th.2024

Re. Application Ref: 23/01235/IPL – Renewal of permission 20/00985/IPL (erection of farm shop and formation of ancillary parking (in principle)), land 60 metres east of Tay Cottage, Killin – Mr T Allen and Ms B Snoxhall

Thank you for notifying us of the appeal against this decision.

The Community Council fully supports the decision to refuse this application for the reasons stated in the Decision Notice. It objected to the application and would like to add the following:

Re. the Decision Notice para.2. – the appeal (2.3) does not explain how the proposed development relates to the current operation of Morenish Farm which, according to Registers of Scotland, is under different ownership. – Copy of Title Sheet supplied as it may assist the Local Review Body – Burden 16 and 14 are the relative sections. The land was bought specifically for the creation of Morenish Woodland – see letter from Forestry Commission to Community Council December 2016 and a copy of the Environmental Impact Assessment which is in the same name as the Title.

Having title to agricultural land is not the same as owning a farm or being engaged in farming and this proposal cannot be said to be diversification of an existing farm business.

Incidentally, a farm shop presupposes produce from the farm but there is no indication in the proposal as to where that is coming from, or what it might be.

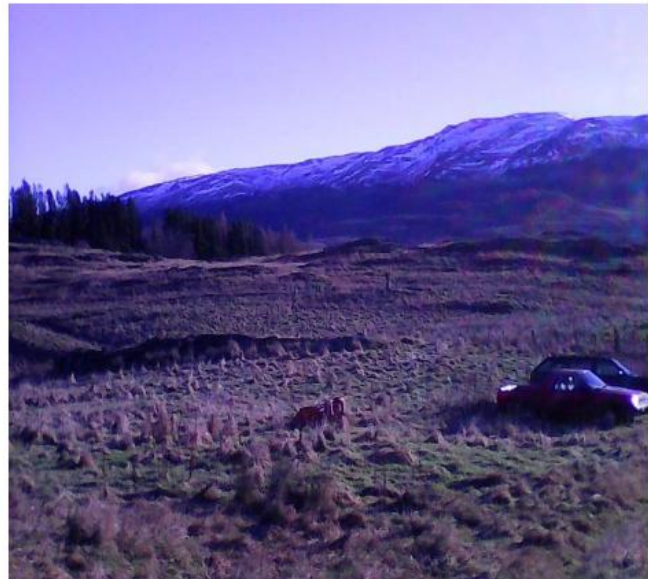
NPF4 Policy 13 – Appeal 3.2 appears to be challenging the policy rather than its application.

There is no public transport to along this section of the A827. The Community Council, in conjunction with the other four Upper Tay Community Councils, met in December with Upper Tay Transport and it was very clear that there is no prospect of any in the foreseeable future.

The appeal makes much of tourism but if the business is expecting to be reliant on passing tourist trade, then its viability is seriously questionable because from the

beginning of October visitor numbers drop dramatically as accommodation providers close for the Winter until about the end of March.

Appeal 3.9 – This is not a brownfield site. A general definition of a brownfield site is, “a brownfield site refers to previously developed land, which is or was occupied by a permanent structure.” This is definitely not the case on the application site. A couple of shipping containers in a field do not constitute a brownfield site and, in this case, having made a site visit (10/01/24) it was noted that the containers referred to are on the opposite side of the track to the site marked in the planning application and so are irrelevant to it. Photos 1 & 2. The application site is very ‘green’ – bottom left corner of photo 3 and with photo 4 show the open countryside. Also, noted, and photos show, was the absence of livestock although all the farms along the loch side had sheep and cattle out. (Appeal 2.3)



The application is for a shop HERE. Isolated and unrelated to any other building or business except Tay Cottage which is not visible from the site and appears derelict, and Morenish Chapel, now a holiday home, some short distance eastward and on

the opposite side of the road, with which the shop would be architecturally incongruous. The chapel is in the Arts & Crafts style and is a Grade B Listed Building.

The Appeal arguments are rather tit-for-tat as it quotes planning policy and simply stating that the application applies. The Community Council finds no reason to change its mind and asks that the Local Review Body uphold the decision to refuse this appeal.

Thank you.

Regards,

Susan Dolan-Betney

Also accompanying this letter are the following:

Title Sheet for Morenish Farm and its map.

Forestry Commission Letter to CC

Morenish Woodland Environmental Impact Assessment Sheet.



Title Information: PTH18224

Search summary

Date/Time of search	22-12-2023 14:19:04
----------------------------	---------------------

Payment reference number	GFJR-P2HJ-6RFC-S3S9
---------------------------------	---------------------

Section A

PTH18224

Property

Date of first registration	19-06-2003
Date title sheet updated to	06-05-2021
Hectarage Code	169.7
Real Right	OWNERSHIP
Map Reference	NN53SE
Title Number	PTH18224
Cadastral Unit	PTH18224
Sasine Search	60369
Property address	LANDS OF, MORENISH FARM, KILLIN FK218TX
Description	Subjects cadastral unit PTH18224 LANDS OF, MORENISH FARM, KILLIN FK21 8TX tinted pink on the cadastral map being 169.7 hectares in measurement on the Ordnance Map; Together with the rights contained in the Disposition in Entry 16 and the Deeds of Servitude in Entries 17 and 18 of the Burdens Section.

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

© Crown copyright 2023

Section B

PTH18224

Proprietorship

ALEXANDROS REO STAKIS Glentyan House Glentyan Estate, Church Street, Kilbarchan, Johnstone, PA10 2PA.

Entry number	1
Date of registration	18-06-2015
Date of Entry	15-06-2015
Consideration	£400,000

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

© Crown copyright 2023

Section C

PTH18224

Securities

There are no entries.

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

© Crown copyright 2023

Section D

PTH18224

Burdens

Number of Burdens: 21

Burden 1

Disposition by Trustees under Deed of Trust between Reginald Toms and others to Trustees for the Firm of Lambden Estate and their assignees, recorded G.R.S. (Perth) 27 Feb. 1951, of lands known as Morenish Home Farm, contains the following burdens:

(First)

Our disponees and their foresaids shall be bound to maintain at their sole expense the head dyke separating the subjects hereby disposed from the East Morenish Hill grazing ground;

(Second)

Subject to the provisions hereinafter made (Third) where the subjects hereby disposed are bounded by a stream or ditch the centre thereof shall form the boundary and such streams and ditches shall be kept clear and redd by the proprietors on each side and where the subjects hereby disposed are bounded by a road, wall, sunk dyke, turf baulk, hedge, fence or the like the centre thereof shall form the boundary and the same shall be mutual property and shall be maintained by the proprietors on each side;

(Third)

Where the subjects hereby disposed are bounded by a public or private road the solum of which forms part of the Estate of Morenish the centre line of said road shall form the boundary and the disponees and their foresaids shall be liable for the maintenance of the wall dyke or fence along the side or sides of said road next to and so far as adjoining the lands hereby disposed or any part or parts thereof and also for the maintenance of said road to the extent of one half of the breadth thereof next to and so far as adjoining the said lands or any part or parts thereof where the cost of said maintenance shall not be paid for out of public funds;

(Fourth)

Where the subjects hereby disposed adjoin subjects not forming part of the said Lands and Estate of Morenish the boundary shall be the boundary thereof as possessed by us the granters hereof; and

(Fifth)

Reserving to us the granters hereof and our successors in the said whole lands so far as not hereby disposed and any and every part thereof

(One) the right to use for all usual purposes all existing private roads and ways rights of access and others forming part of the subjects hereby disposed which are at present so used and such roads or ways and others shall be maintained by the proprietors thereof,

(Two) the right to use for the water supply, drainage and sewerage of the other portions of the said whole lands all existing springs, wells, streams, water courses, reservoirs, tanks, pipes and connections, drains, ditches, sewers and others in or under the subjects hereby disposed 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

(Three) all rights of way servitudes, water rights, wayleaves and drainage rights at present existing whether formally constituted or not affecting the subjects hereby disposed.

Burden 2

Disposition by Trustees under Deed of Settlement between Reginald Toms and Mary Toms and others, with consent, to John Grey Sandie and Stella Marian Sandie and their assignees, recorded G.R.S. (Perth) 9 Apr. 1951, of (In the First Place) Farm and Lands of Tirarthur, extending to 388.569 acres of ground, (In the Second Place) piece of ground extending to 14.643 acres of ground, (In the Second Place) piece of ground extending to 52.5 acres of ground, (In the Fourth Place) area of hill ground extending to 1460 acres of ground and (In the Fifth Place) extending to 2110 acres of ground, contains the following burdens:

But declaring with regard to the boundaries of the lands and others hereby disposed

(First) Subject to the provisions hereinafter made in the Second Place where the subjects hereby disposed are bounded by a stream or ditch the centre thereof shall form the boundary and such streams and ditches shall be kept clear and redd by the proprietors on each side and where (except as aftermentioned) the subjects hereby disposed are bounded by a road wall sunk dyke turf baulk hedge fence or the like the centre thereof shall form the boundary and the same shall be mutual property and shall be maintained by the proprietors on each side; DECLARING that the south or south east boundary of the subjects hereby disposed In the Fifth Place between the points marked X and Y on Ordnance Survey Sheet annexed as relative hereto is the north or north west face of the head dyke separating the lands hereby disposed In the Fifth Place from the farms and lands adjoining the same known as Morenish Home Farm, Morenish Croft Number 2 and Morenish Croft Number 3 belonging or which belonged to us the granters hereof and in respect of which there are servitudes or rights of grazing sheep on the subjects hereby disposed In the Fifth Place as aftermentioned;

(Second) Where the subjects hereby disposed are bounded by a public or private road the solum of which forms part of the Estates of Morenish or Finlarig the centre line of said road shall form the boundary and the disponees and their foresaids shall be liable for the maintenance of the wall dyke or fence along the side or sides of said road next to and so far as adjoining the lands hereby disposed or any part or parts thereof and also for the maintenance of said road to the extent of one half of the breadth thereof next to and so far as adjoining the said lands or any part or parts thereof where the cost of said maintenance shall not be paid for out of public funds and

(Third) Where the subjects hereby disposed adjoin subjects not forming part of the said lands and Estates of Morenish or Finlarig the boundary shall be the boundary thereof as possessed by us the granters hereof; And we the granters hereof bind ourselves and our successors in the said farms and lands adjoining on the south or south east the subjects hereby conveyed In the Fifth Place so long as the said grazing rights subsist to free and relieve our said disponees and their foresaids of all liability for the maintenance of the said head dyke and of existing walls dykes or fences on or connected with the subjects hereby disposed In the Fifth Place; And we the granters hereof bind and oblige ourselves and our foresaids to take the purchasers of the said adjoining farms and lands on the south or south east of the subjects hereby disposed In the Fifth Place when the same are sold bound in like manner and we the granters hereof bind ourselves and our successors to free and relieve our said disponees and their foresaids of all obligations in respect of the sheepstocks tied or bound to the said farms and lands belonging or which belonged to us adjoining the subjects hereby disposed In the Fifth Place on the south or south eastern boundary which graze on the subjects hereby disposed In the Fifth Place under or by virtue of any leases or tenancy agreements in respect of such adjoining farms and lands and of all or any expense or liability arising in connection with hill drainage heather burning bracken cutting or limeing and the keeping down of vermin which may become necessary or be instructed by the Agricultural Executive Committee, Land Court, Department of Agriculture or other like body for the preservation and maintenance of the grazing; And we the granters hereof further bind and oblige ourselves and our foresaids to take the purchasers of the said adjoining farms and lands to the south or south east of the subjects hereby disposed In the Fifth Place if and when the same are sold bound in like manner and to constitute the foregoing obligations of relief a real burden on the said adjoining farms and lands; DECLARING that our said disponees and their foresaids shall be bound as by acceptance hereof they bind and oblige themselves and their foresaids to grant no other grazing rights on or over the lands hereby disposed In the Fifth Place.

Note: The plan annexed to the foregoing deed has not been submitted to the Keeper, therefore the said points marked X and Y cannot be determined in relation to the subjects in this Title.

Burden 3

Disposition by Ben Ghlas Investments Limited to John Grey Sandie and Stella Marian Sandie and their assignees, recorded G.R.S. (Perth) 9 Apr. 1951, of that area of hill ground and moorland extending to 88 acres in the parish of Kenmore, contains the following burdens:

But declaring with regard to the boundaries of the lands and others hereby disposed

(First)

Subject to the provisions contained in the Second Place where the subjects hereby disposed are bounded by a road wall sunk dyke turf baulk hedge fence or the like the centre thereof shall form the boundary and the same shall be mutual property and shall be maintained by the proprietors on each side;

(Second)

Where the subjects hereby disposed are bounded by a public or private road the solum of which forms part of the Estate of Ben Ghlas the centre line of said road shall form the boundary and the disponees and their foresaids shall be liable for the maintenance of the wall dyke or fence along the side or sides of said road next to and so far as adjoining the lands hereby disposed or any part or parts thereof and also for the maintenance of said road to the extent of one half of the breadth thereof next to and so far as adjoining the said lands or any part or parts thereof where the cost of said maintenance shall not be paid for out of public funds; and

(Third)

Where the subjects hereby disposed adjoin subjects not forming part of the said lands and Estates of Ben Ghlas the boundary shall be the boundary thereof as possessed by us;

Further these presents are granted with the following servitude and rights namely (First) the right to use for all usual purposes all existing private roads and ways forming part of any other portions of the said whole lands which are at present so used and (Second) the right to use for the water supply, drainage and sewerage of the subjects hereby disposed all existing springs, wells, streams, water courses, reservoirs, tanks, pipes and connections, drains, ditches, sewers and others on or under any other part 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; All which rights are hereby declared to be servitudes and real burdens in favour of the subjects hereby disposed on and affecting all other parts of the said whole lands;

Reserving to us and our successors in the said whole lands so far as not hereby disposed and any and every part thereof (First) the right to use for all usual purposes all existing private roads and ways rights of access and others forming part of the subjects hereby disposed which are at present so used and such roads and ways and others shall be maintained by the proprietors thereof; (Second) the right to use for the water supply, drainage and sewerage of the other portions of the said whole lands all existing springs, wells, streams, water courses, reservoirs, tanks, pipes and connections, drains, ditches, sewers and others in or under the subjects hereby disposed 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; (Third) All rights of way servitudes, water rights, wayleaves and drainage rights at present existing whether formally constituted or not affecting the subjects hereby disposed and (Fourth) the existing servitudes or rights of grazing sheep on the lands hereby disposed.

Burden 4

Disposition by Trustees under Deed of Settlement between Reginald Toms and others to Trustees for Firm of Lambden Estates and their assignees, recorded G.R.S. (Perth) 22 Sep. 1951, of (I) Number Two Croft, Morenish and (II) the servitudes or rights of grazing sheep on East Morenish Hill, contains the following burdens:

(First)

Our disponees and their foresaids shall be bound to maintain at their sole expense the head dyke separating the subjects hereby disposed from the East Morenish hill grazing ground

aftermentioned;

(Second)

Subject to the provisions hereinafter made (Third) where the subjects hereby disposed are bounded by a stream or ditch the centre thereof shall form the boundary and such streams and ditches shall be kept clear and redd by the proprietors on each side and where the subjects hereby disposed are bounded by a road, wall, sunk dyke, turf baulk, hedge, fence or the like the centre thereof shall form the boundary and the same shall be mutual property and shall be maintained by the proprietors on each side;

(Third)

Where the subjects hereby disposed are bounded by a public or private road the solum of which forms part of the Estate of Morenish the centre line of said road shall form the boundary and the disponees and their foresaids shall be liable for the maintenance of the wall dyke or fence along the side or sides of said road next to and so far as adjoining the lands hereby disposed or any part or parts thereof and also for the maintenance of said road to the extent of one half of the breadth thereof next to and so far as adjoining the said lands or any part or parts thereof where the cost of said maintenance shall not be paid for out of public funds; and

(Fourth)

Where the subjects hereby disposed adjoin subjects not forming part of the said Lands and Estate of Morenish the boundary shall be the boundary thereof as possessed by us the granters hereof; Further these presents are granted with the following servitude rights namely (First) the right to use for all usual purposes all existing private roads and ways forming part of any other portions of the said whole lands which are at present so used and (Second) the right to use for the water supply, drainage and sewerage of the subjects hereby disposed all existing springs, wells, streams, water courses, reservoirs, tanks, pipes and connections, drains, ditches, sewers and others on or under any other part 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; All which rights are hereby declared to be servitudes and real burdens in favour of the subjects hereby disposed on and affecting all other parts of the said whole lands; Reserving to us the granters hereof and our successors in the said whole lands so far as not hereby disposed and any and every part thereof (One) the right to use for all usual purposes all existing private roads and ways rights of access and others forming part of the subjects hereby disposed which are at present so used and such roads or ways and others shall be maintained by the proprietors thereof, (Two) the right to use for the water supply, drainage and sewerage of the other portions of the said whole lands all existing springs, walls, streams, water courses, reservoirs, tanks, pipes and connections, drains, ditches, sewers and others in or under the subjects hereby disposed 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 (Three) all rights of way servitudes, water rights, wayleaves and drainage rights at present existing whether formally constituted or not affecting the subjects hereby disposed; and

(Fifth)

Declaring that our said disponees and their successors shall be bound (One) to bear a proportionate share of the cost of maintenance and repair of any existing walls dykes or fences on or connected with the East Morenish Hill ground (other than the head dyke) jointly with the proprietors or tenants of the Farms or Crofts known as Morenish Number Two and Morenish Number Three who also enjoy servitudes or rights of grazing and that in proportion to the number of sheep which our said disponees and the said other proprietors are entitled to graze on the said hill, (Two) to carry out on said East Morenish Hill as and when necessary jointly with the proprietors or tenants of said other farms (or to bear a proportionate share of the cost thereof as beforementioned) such drainage, heather burning, bracken cutting, limeing and destroying of vermin as may be instructed by the appropriate Agricultural Executive Committee, Land Court, Department of Agriculture or other like Authority for the maintenance and preservation of the grazing and (Three) in the event of any dispute arising with reference to the servitude or right of grazing, the maintenance of said walls, dykes or fences or the carrying out of said drainage and others to refer the same for decision to the Scottish Land Court.

Burden 5

Disposition by Trustees under Deed of Settlement between Reginald Toms, Mary Toms and Sydney Barnes Bryant to John Grey Sandie and Stella Marian Sandie and their assignees, recorded G.R.S. (Perth) 20 Nov. 1952, of that area of ground lying on the south side of the public road leading from Killin to Kenmore via Lawers extending to 7 1/2 acres in the parish of Kenmore, contains the following burdens:

But declaring with regard to the boundaries of the said subjects and others hereby disposed

(First)

Subject to the provisions hereinafter made in the Second Place where the subjects hereby disposed are bounded by a stream or ditch the centre thereof shall form the boundary and such streams and ditches shall be kept clear and redd by the proprietors on each side and where the subjects hereby disposed are bounded by a road wall, sunk dyke, turf baulk, hedge, fence or the like the centre thereof shall form the boundary and the same shall be mutual property and shall be maintained by the proprietors on each side; and

(Second)

Where the subjects hereby disposed are bounded by a public or private road the solum of which forms part of the Estate of Finlarig the centre line of said road shall form the boundary and the disponees and their foresaids shall be liable for the maintenance of the wall, dyke or fence along the side or sides of said road next to and so far as adjoining the subjects hereby disposed or any part or parts thereof and also for the maintenance of said road to the extent of one half of the breadth thereof next to and so far as adjoining the said subjects or any part or parts thereof where the cost of said maintenance shall not be paid for out of public funds; Further these presents are granted with the following servitudes and rights namely (First) the right to use for all usual purposes all existing private roads and ways forming part of any other portions of the said whole lands which are at present so used and (Second) the right to use for the water supply, drainage and sewerage of the subjects hereby disposed all existing springs, wells, streams, water courses, reservoirs, tanks, pipes and connections, drains, ditches, sewers

and others on or under any other part 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; All which rights are hereby declared to be servitudes and real burdens in favour of the subjects hereby disposed on and affecting all other parts of the said whole lands;

Reserving to us the granters hereof and our successors in the said whole lands so far as not hereby disposed and any and every part thereof (First) the right to use for all usual purposes all existing private roads and ways, rights of access and others forming part of the subjects hereby disposed which are at present so used and such roads and ways and others shall be maintained by the proprietors thereof; (Second) the right to use for the water supply, drainage and sewerage of the other portions of the said whole lands all existing springs, wells, streams, water courses, reservoirs, tanks, pipes and connections, drains, ditches, sewers and others in or under the subjects hereby disposed 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 (Third) All rights of way servitudes, water rights, wayleaves and drainage rights at present existing whether formally constituted or not affecting the subjects hereby disposed.

Burden 6

Disposition by John Grey Sandie and Stella Marian Sandie to Secretary of State for Scotland and his successors, recorded G.R.S. (Perth) 1 Jun. 1953, of an area of ground forming part of the Farm of Tirarthur, contains inter alia the following burdens:

Reserving

(Second) The wayleave for the overhead power line as the same is shown approximately by black lines and marked ETL in black between the points arrowed and lettered A-B and C-D in blue on the cadastral map;

(Third) To us and our foresaids all right to receive any compensation from the said North of Scotland Hydro Electric Board arising from their constructional operations under the said Scheme; And it is hereby declared as follows:

(First) Any existing fences, dykes, walls, ditches or drains which will become the march with the remainder of the said Farm of Tirarthur belonging to us and the said area of ground hereby disposed shall become mutual and shall be maintained at the joint expense of us and our foresaids and our said disponee and his foresaids, the said fences, dykes and walls being so maintained in stockproof condition;

(Second) Any additional mutual march fences required solely because of planting shall be erected at the sole expense of our said disponee or his foresaids and shall thereafter be maintained at joint expense as aforesaid, and

(Third) Both we and our foresaids and our said disponee and his foresaids shall have right at the expense of the party so doing to hang and maintain wire netting on any mutual fence or to make it deerproof.

Burden 7

Disposition by Whiteleehill Farm Limited to Secretary of State for Scotland and his successors, recorded G.R.S. (Perth) 7 Jan. 1960, of area of ground in parish of Kenmore, contains the following burdens:

(First)

Any existing fences, dykes, walls, ditches or drains which separate the area of ground hereby disposed from adjoining lands belonging to us shall be mutual and shall be maintained by us and our successors as proprietors of such adjoining lands and our said disponee and his foresaids at joint equal expense, the fences, dykes and walls being so maintained in stockproof condition;

(Second)

Where the mutual boundary is at present unfenced, that is, along the western boundary, such fences as are required will be erected by our said disponee at his sole expense and thereafter maintained at joint equal expense as aforesaid; and

(Third)

Both we and our foresaids and our said disponee and his foresaids shall have right at the expense of the party so doing to hang and maintain wire-netting on any mutual fence and/or to make it deerproof.

Burden 8

Contract of Excambion, recorded G.R.S. (Perth) 23 Feb. 1960, containing inter alia Disposition by Ian Lorrimer Watson to Secretary of State for Scotland and his successors, of ground in the county of Perth, contains the following burdens;

All existing rights of access to and egress from the said area of land and the existing water supplies and drainage rights pertaining thereto together with a servitude right to enter on the remainder of the said lands and estate of Tirarthur belonging to the said Ian Lorrimer Watson so far as may be necessary for the purpose of inspecting, maintaining and improving the existing access roads, water supplies and drainage systems on payment of all damage caused by these operations as the same shall, failing agreement, be determined by a single arbiter mutually appointed whom failing by an arbiter to be nominated by the Sheriff of Perth and Angus or his Substitute at Perth;

(Primo) The existing fence on the said area of land between the points lettered X and Y in blue on the cadastral map shall be made stockproof at the sole expense of the said Secretary of State for Scotland and thereafter it shall become mutual and be maintained in stockproof condition at the joint equal expense of the said Ian Lorrimer Watson and his foresaids on the one part and the said Secretary of State for Scotland and his foresaids on the other part;

(Secundo) All other existing fences which will become the march between the land belonging to the said Ian Lorrimer Watson and the land belonging to the said Secretary of State for Scotland shall be mutual and be maintained at joint equal expense as aforesaid the said fences being so maintained in stockproof condition;

(Tertio) Any new mutual march fences which may be required to enclose the said area of land forming part of the subjects in this Title shall be erected at the sole expense of the said Secretary of State for Scotland and shall thereafter be maintained in stockproof condition at joint equal expense as aforesaid; and

(Quarto) Both the said Ian Lorrimer Watson and his foresaids and the said Secretary of State for Scotland and his foresaids shall have right at the expense of the party so doing to hang and maintain wire netting on any mutual fence or to make it deerproof.

Burden 9

Disposition by Whiteleehill Farm Limited to Alan Duncan Leslie Melville and his heirs and assignees, recorded G.R.S. (Perth) 27 Feb. 1962, of (I) Morenish Home Farm, (II) Morenish Number Two Croft, Morenish Number Three Croft and Garden Cottage (under exception) and (III) servitude or right of grazing sheep on East Morenish Hill, contains the following burdens:

Reservation in favour of us and our successors as proprietors of the subjects excepted of all existing rights of access to and egress from the said excepted subjects including without prejudice to the foregoing generality the right of access to and egress from two rectangular areas or pieces of ground on the shores of Loch Tay over the subjects hereby disposed and of all water and drainage rights pertaining to the said excepted subjects with a servitude right to enter on the subjects hereby disposed for the purpose of inspecting, maintaining and improving the access roads and of inspecting, maintaining, improving and if necessary enlarging the water supplies and drainage systems including without prejudice to the foregoing generality a right to instal, improve or enlarge water tanks, septic tanks and others in the subjects hereby disposed all subject to payment of any damage occasioned as the same shall, failing agreement, be determined by a single Arbiter mutually appointed whom failing by an Arbiter to be nominated by the Sheriff of Perth and Angus or his Substitute.

Burden 10

Disposition by Ian Lorrimer Watson to North of Scotland Hydro-Electric Board, recorded G.R.S. (Perth) 2 Nov. 1962, of ground situated to the north side of Loch Tay, contains the following burdens:

Under reservation (One) to the proprietors of the lands and estates of Tirarthur or any part thereof and their tenants and servants of freedom of access at their own risk over all existing roads constructed by disponees including those hereby disposed subject to their being responsible for any damage occasioned by them to the said roads and (Two) to the proprietors of such part of said lands and estate of Tirarthur as bound Lochan-na-Lairige Reservoir of a free servitude right of trout fishing in the said Lochan-na-Lairige Reservoir which right shall not be assigned without the consent of my said disponees with right of access to the said reservoir for the purpose of fishing and boating thereon and also the right to erect and maintain a

boathouse on the shore of the said reservoir; Further my said disponees undertake not to let the trout fishings on the said reservoir and in order to minimise any unauthorised fishing in the said reservoir they shall in the granting of occasional courtesy permits issue the same only by the hands of a responsible official who shall give notice of the same to the said last mentioned proprietors of the said part of the lands and estate of Tirarthur.

Burden 11

Disposition by James Charles Macnab to Alan Duncan Leslie Melville and his heirs and assignees, recorded G.R.S. (Perth) 12 Oct. 1967, of lands and estate of Tirarthur, comprising (I) areas of ground lying to north and south sides of main road leading from Killin to Kenmore via Lawers (II) area or piece of ground formerly known alone as lands and estate of Tirarthur and (III) 1/3 acre of ground upon which is erected house Tigh-an-Alltain contains the following burden:

Servitude right in favour of me and my successors as proprietors of ALL and WHOLE that area of ground lying in the Parish of Killin and County of Perth on or towards the north west of the railway line leading from Killin to the former Loch Tay Station, extending in all to Four thousand and nineteen decimal or one-thousandth parts of an acre or thereby Imperial Measure, and bounded as follows:

On or towards the south-south-east by the roadway from the said former Loch Tay Station and the foreshore to Killin, along which it extends Forty feet or thereby, on or towards the south east and again on or towards the south-south-east by ground belonging to the British Transport Commission, along which it extends respectively Two Hundred and twenty two feet, six inches or thereby and Ninety seven feet six inches or thereby, on or towards the north east, north-north-west and north west by other ground belonging to me, along which it extends respectively sixty one feet or thereby, One hundred and two feet or thereby, and Two hundred and eighty feet or thereby, videlicet:

A servitude right in respect of the existing water supply which is drawn from a point on the burn lying to the west of Drum-na-Lairige Cottage at a distance of Two hundred and fifty yards or thereby north of said Cottage and to the existing intake tank at that point and supply pipes leading therefrom to the said Cottage and to the said area of ground in favour of which this servitude is constituted, in so far as the said burn, intake tank, and supply pipes are situated on the said areas of ground hereinbefore disposed (In the First Place) with all necessary rights of access thereto for the purpose of maintenance, repair and renewal, but the said rights will be enjoyed jointly with my said disponee and his successors as proprietors of said Cottage and will be subject to the cost of such maintenance, repair and renewal being borne equally between me and my said successors and my said disponee and his said successors, except in so far as said pipes supply only the said area of ground in favour of which this servitude is constituted, in respect of which pipes I and my said successors will be solely responsible, it being understood that all surface damage in consequence of any works in connection with such maintenance, repair, renewal will be made good at the expense of the party causing the same.

Burden 12

Grant of Servitude containing Disposition by Hector John Sants and Elsie Ann Watt Hepburn or Sants to The Caravan Club Limited and their successor and assignees, recorded G.R.S. (Perth) 26 Nov. 1973, of a servitude right to draw and collect a supply of water from the burn on the east side of the subjects belonging to us the said The Caravan Club Limited with a right to place storage tanks and to lay and maintain a water pipe through the lands and others known as the lands and estate of Tirarthur and others belonging to us, the intended route of which is shown by the mauve broken line on the cadastral map so far as it affects the subjects in Title, together also with a right to enter upon the said lands and others belonging to us for the purpose of installing, inspecting, maintaining, repairing and if necessary renewing the said storage tanks and water pipe and the fittings and connections thereof all at the sole expense of the said The Caravan Club Limited and their foresaids subject always to making good or paying for any damage caused by the exercise of the foregoing servitude and other rights as the same shall failing agreement be determined by a single arbiter mutually appointed whom failing by an arbiter to be nominated by the Sheriff of Perth and Angus or any of his substitutes, contains the following burdens:

(First)

The said The Caravan Club Limited and their foresaids will pay to us the said Hector John Sants and Elsie Ann Watt Hepburn or Sants and our successors in ownership of the said lands and others an annual sum of Five Pounds Sterling in respect of the foregoing servitude rights and others commencing the first of the annual payments on the 1 Jan. 1972 for the year then commencing and thereafter on 1 Jan in each subsequent year;

(Second)

The said The Caravan Club Limited and their foresaids shall be bound to construct the said storage tanks and to lay the said water pipe and to carry out all work in a tradesman like manner all to the satisfaction of us or our successors declaring that the said tanks and pipes and the fittings and connections and any alterations and renewals thereof shall be constructed in accordance with plans and specifications approved in writing by us or our successors prior to the commencement of the operations; Declaring also that the said The Caravan Club Limited and their foresaids shall be bound to erect and thereafter maintain in all time coming at their sole expense an adequate stockproof fence round the said water storage tanks and that any damage done to the said water storage tanks and pipes and others by livestock or by any other cause be the sole responsibility of the said The Caravan Club Limited and their foresaids;

(Third)

Neither we nor our successors, servants, tenants, contractors or others deriving right from us or our successors shall be liable for any damage caused to the said storage tanks or water pipe or to the fittings and connections pertaining thereto in the reasonable forestry, agricultural or road making operations on the said lands and others belonging to us;

(Fourth)

No guarantee is given to the quantity or quality of the water supply now or at any time and we and our foresaids shall be exempt from all responsibility for any alteration of the said water supply which may result from operations carried out by us or our foresaids declaring that should

we or our foresaids decide to carry out such operations, not later than six months prior to the date of commencement of such operations; and

(Fifth)

The rights of any other parties interested in said burn shall not be prejudiced in any way by the granting of this servitude.

Burden 13

Deed of Servitude containing Disposition by Hector John Sants and Elsie Ann Watt Hepburn or Sants to Robert Anderson and Jean Eira Edwards or Anderson and their assignees, recorded G.R.S. (Perth) 12 Jul. 1974, of a servitude right and tolerance of installing, laying down and maintaining underground a line of drainage and soil pipe and a soakaway for servicing and purifying their subjects, Tir Artair House, over in and through our the Lands known as Morenish Home Farm from the point marked A and along the line AB and as the said soakaway is shown on the deed plan, contains the following burdens:

(First)

The said Robert Anderson and Jean Eira Edwards or Anderson and their foresaids shall restore and make good to our satisfaction any surface damage occasioned by the necessary works of installation laying down and maintenance foresaid and in the event of any seepage to the surface which may at any time occur the same shall be made good at the sole expense of the said Robert Anderson and Jean Eira Edwards or Anderson and their foresaids;

(Second)

The said Robert Anderson and Jean Eira Edwards or Anderson and their foresaids shall always have access to the said drainage and soil pipe and soakaway for the purpose of inspection, cleaning, repair, maintenance and renewal if necessary;

(Third)

The said Robert Anderson and Jean Eira Edwards or Anderson and their foresaids shall repair, replace and re-instate to their former condition any fences or gates taken down, dismantled, damaged or temporarily removed by them for the purpose of effecting the installation, laying down and works of maintenance, renewal or repair;

(Fourth)

The said drainage and soil pipe and soakaway shall always be maintained by the said Robert Anderson and Jean Eira Edwards or Anderson and their foresaids in a thoroughly good state and standard of maintenance and repair;

(Fifth)

Neither we nor our successors, servants, tenants, contractors or others deriving right from us or our successors shall be liable for any damage caused to the said soakaway and drainage and soil pipe in the reasonable exercise of agricultural operations on said lands belonging to us;

(Sixth)

The said servitude right and tolerance has been granted with reference to the present state of the said properties belonging to us and shall not be extended so as to apply to any substantially different condition of matters or so as to materially increase the burdens on our said property, and the said right shall at all times be exercised reasonably and so as to occasion as little inconvenience as possible to us and our successors;

(Seventh)

The said Robert Anderson and Jean Eira Edwards or Anderson and their foresaids shall free and relieve us and our foresaids of any claims by tenants in respect of interruption of their use of the land during the period of construction of said soakaway; and

(Eighth)

The said Robert Anderson and Jean Eira Edwards or Anderson shall indemnify us and our foresaids against any claim for loss, injury or damage which may be made against us or our foresaids arising in any way out of the exercise of the said servitude right hereby granted.

Note: The line, so far as it affects the subjects in this Title is shown by the brown pecked line to the said soakaway which is lettered SA on the cadastral map.

Burden 14

Disposition by Hector Willam Hepburn Sants to Alexander Buchan and Janette Bucan and their assignees and disponees, recorded G.R.S. (Perth) 4 Dec. 1996, of Morenish Farm and Morenish Hill extending to 183.77 hectares, of which the subjects in this Title form part, contains the following burdens:

(First) Reserving therefrom in favour of me and my successors as heritable proprietors of the dwellinghouse known as and forming Morenish House, Killin a heritable and irredeemable servitude right to continue to draw a supply of water from the source located within the subjects hereby disposed together with rights of access thereto for maintenance, repair and when necessary renewal of the supply pipes and other equipment comprising said water supply pipes subject to making good all damage occasioned thereby; declaring that the cost of maintenance, repair and when necessary renewal of said water supply system shall be shared amongst me and my successors as aforesaid and all other parties using the same on an equitable basis according to user;

(Second) to me and my successors as heritable proprietors of the remaining parts of the lands and estate of Morenish, Finlairg and Tirarthur in the County of Perth, heritable and irredeemable servitude rights to continue to use the existing pipes, cables, connections and the like (if any) for the provision or supply of water, electricity, drainage and telephone services

which in the case of water and insofar as such supply passes through that part of the subjects hereby disposed lying to the South of the Killin to Kenmore public road shall be for the private residential use of one dwellinghouse only, there being no such restriction in respect of the ground to the north of said road, to the other parts of the lands and estates in my ownership and passing through, under or over the subjects hereby disposed together with the rights of access thereto when necessary for maintenance, repair and renewal in making good all damage occasioned thereby (declaring the said lands and estate of Morenish and Tirarthur hereinbefore referred to are these parts of the said lands and estates remaining in my ownership at the date hereof),

(Third) the boundaries separating the subjects hereby disposed from the said subjects Morenish House remaining in my ownership are hereby declared to be mutual boundaries and will be maintained, repaired and when necessary, renewed at the mutual expense of my said disponees and the proprietor for the time being of Morenish House.

Burden 15

Grant of Servitude containing Disposition by Alexander Buchan and Janette Buchan, proprietor of the lands known as Morenish Farm and Morenish Hill extending to 183.87 hectares (hereinafter called "Property A") to Grant William Tigwell and Alexandra Jean Tigwell and their successors in ownership, proprietors of Drumnalarig Cottage, Killin, recorded G.R.S. (Perth) 5 Mar. 2009, of a servitude right of wayleave to lay, maintain and renew a water pipe on Property A as a means of supplying water from the Allt na Bailce Burn to Drumnalarig Cottage, the intended route of which is shown by the yellow broken line on the cadastral map so far as it affects the subjects in this Title, contains the following burdens:

Together with a right of access by our disponees and their foresaids and those authorised by them over Property A for the purposes of maintaining, cleaning, repairing and renewing said water pipe and access to the source on the Burn from which water is taken into the said pipe for the purposes of clearing the same, all such work to be undertaken so as to cause minimum disturbance and subject to restoration of the surface of the ground as a result of such works.

Burden 16

Disposition by Alexander Buchan and Janette Buchan to Alexandros Reo Stakis and his assignees, registered 18 Jun. 2015, of four areas of ground at Morenish, Killin, being the subjects in this Title, contains the following real burden and servitudes:

Part 1

Interpretation

"the Disponer" means Alexander Buchan and Janette Buchan and their successors as owners of the Retained Property;

"the Disponee" means Alexandros Reo Stakis and his successors as owners of the Disposed Property;

"the Disposed Property" means the subjects in this Title;

"the Retained Property" means the subjects described in Disposition in favour of the Disponer recorded G.R.S. (Perth) 4 Dec. 1996 under exception of all parts disposed or feued since the recording of said Disposition and under exception of the Disposed Property;

"the Retained Road" means the access road tinted brown on the cadastral map forming part and portion of the Retained Property;

Part 2

The Retained Property Servitudes

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

1. A servitude right (a) to use the (i) water supply pipe, the intended route of which is shown by the blue broken line on the said map, and the soakaway and septic tank and associated equipment located on the Disposed Property, the intended route of which is shown by the brown broken line on the said map and respectively providing a supply of water and drainage to the Retained Property, (ii) electricity cables, the intended route of which is shown by the green broken line on the said map and (iii) telephone cables, the intended route of which is shown by the red broken line on the said map (all hereinafter referred to as "Service Media") together with a right to inspect, maintain, repair and when necessary renew such Service Media along all existing routes; (b) of access in so far as required to the Disposed Property on all necessary occasions for the maintenance, repair and when necessary renewal of the Service Media subject to the Disponer giving reasonable notice to the Disponee in advance of such access being taken (except in the case of emergencies where prior notice will not be required) and (c) to draw a supply of water from the Disposed Property to the Retained Property via the said water pipe subject to the Disponee giving no warranty regarding the quantity or quality of any water supply taken from the Disposed Property;

Part 3

Conditions relating to Part 2 Servitudes

The following conditions relating to Part 2 Servitudes are imposed on the Retained Property in favour of the Disposed Property:

1. The Disponer will:

1.1 make good on demand all damage caused to the Disposed Property by reason of the exercise of the said servitude rights by the Disponer or his tenants, agents, employees, workmen and others authorised by them from time to time, to the reasonable satisfaction of the Disponee;

1.2 procure that the said servitude rights are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the Disponee and his tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers;

1.3 indemnify the Disponee in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of (a) the exercise of the said servitude rights by the Disponer or a breach of the servitude conditions contained at this Part 3 hereof and (b) any contravention of (i) The Private Water Supply (Scotland) Regulations 2006 (or any modification, extension or re-enactment thereof for the time being in force) or (ii) The Water Environment (Controlled Activities) (Scotland) Regulations 2011 (as amended, or any modification, extension or re-enactment thereof for the time being in force) arising in consequence of the exercise of the said servitude rights or a breach by them of the said servitude conditions;

1.4 at all times at their sole expense maintain the Service Media in good repair and condition to the reasonable satisfaction of the Disponee;

2. There is reserved to the Disponee, with the consent of the Disponer (such consent not to be unreasonably withheld or delayed) the right to relocate all or any part of the Service Media provided that such relocation does not impair the efficiency or quality of the Service Media in respect of the Disponer's use thereof or unreasonably increase the maintenance burden or cost for the Disponer and that the Disponee obtains all necessary consents and meets the costs of relocating the Service Media;

Part 4

Disponed Property Servitudes

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

1. A servitude right of access for all purposes, including but not limited to commercial forestry and timber haulage, over and across the Retained Road for the purpose of access to and egress from the Disponed Property and for access between parts and portions of the Disponed Property;

Part 5

Conditions relating to Part 4 Servitudes

The following conditions relating to Part 4 Servitudes are imposed on the Disponed Property in favour of the Retained Property:

1. The Disponer will:

1.1 make good on demand all damage caused to the Retained Road by reason of the exercise of the said servitude right by the Disponee or others authorised by them from time to time, to the reasonable satisfaction of the Disponer;

1.2 indemnify the Disponer in respect of all liabilities arising in consequence of the exercise of the servitude rights by the Disponee (or his tenants, agents, employees, workmen and others authorised by him from time to time);

1.3 be bound to contribute towards the cost of maintenance, repair and renewal of the Retained Road the cost thereof shall be apportioned according to user; and

1.4 exercise the said servitude right of access in such a manner as to cause the least practical inconvenience to the Disponer and his tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers (declaring for the avoidance of any doubt that the exercise of the said servitude right of access for all purposes will not constitute such an inconvenience);

Part 6

Disponed Property real burdens

The following real burden is imposed on the Disponed Property in favour of the Retained Property:

1. The Disponee shall not be entitled to plant any tree or other such plant with extensive or invasive roots within five metres of the Service Media referred to in Part 2 hereof without the prior written consent of the Disponer.

Burden 17

Deed of Servitude by Alexandros Reo Stakis (the "Burdened Owner") to Scottish Hydro Electric Power Distribution plc

(who and whose successors as heritable proprietors of the Benefited Property (hereinafter defined) are hereinafter referred to as the "Benefited Owner") registered 23 Apr 2018, of the subjects in this title, contains the following rights and conditions:-

I. DEFINITIONS

1.1 In this Deed the following words and expressions shall have the following meanings:

"Access Tracks": the tracks shown as black broken lines on the cadastral map, which form part of the Burdened Property;

"Benefited Property": ALL and WHOLE (1) the electricity distribution network currently owned and operated by the Benefited Owner together with substations and other apparatus and (2) the areas of land which are owned by the Benefited Owner under, upon and over which said distribution network substations and other apparatus are installed or erected all as varied or altered from time to time;

"Burdened Property": ALL and WHOLE the subject in this title;

"Lines": all electrical plant and overhead electric lines (as defined in section 64 of the Electricity Act 1989), works, poles and stays and all appurtenant apparatus installed or to be installed on the Servitude Area;

"Schedule": the schedule in 3 parts annexed and executed as relative to this Deed of Servitude;

"Servitude Area": the area of land shown hatched blue on the said map, extending to 5.68 hectares or thereby and being the area measuring circa 25 metres either side of the centreline of the Lines installed on the Servitude Area as at the date of commencement of the Servitude Rights and forming part of the Burdened Property and which area is deemed to be sterilised from future commercial forestry planting;

"Servitude Conditions": the conditions under which the Servitude Rights are to be exercised set out in Part 2 of the Schedule;

"Servitude Rights": the servitude rights set out in Part 1 of the Schedule;

"Sterilisation Payment": SIXTEEN THOUSAND ONE HUNDRED AND EIGHTY EIGHT POUNDS (£16,188) STERLING said payment being calculated on the basis of £2,850 per hectare; and

"Tree Crop Compensation": THIRTY EIGHT THOUSAND SIX HUNDRED AND TWENTY FOUR POUNDS (£38,624) STERLING said payment being calculated on the basis of £6,800 per hectare.

This is the Schedule referred to in the foregoing Deed of Servitude by Alexandros Reo Stakis in favour of Scottish Hydro Electric Power Distribution Plc.

SCHEDULE

Part 1

The Servitude Rights

The following heritable and irredeemable servitude rights are imposed on the Burdened Property in

favour of the Benefited Property:

1. For all proper purposes connected with the exercise of the rights granted in Part 1 of the Schedule, the right of access to and egress from the Servitude Area with or without vehicles, plant and equipment and at all reasonable times (and at any time in cases of emergency) over the Access Tracks and to temporarily park vehicles thereon.

2. The right to erect, re-erect, construct, use, inspect, maintain, repair, protect, replace, renew, supplement, connect into, remove or render unusable the Lines and to maintain, repair, renew and replace the connection of the Lines to other electrical plant and overhead electric lines and others immediately to the east and west of the Lines as part of the electricity distribution network operated by the Benefited Owner and with right to break up so much of the surface of the Servitude Area as is reasonably necessary from time to time for the purpose of exercising this right.

3. The right to fell, lop or cut all trees and shrubs standing on the Servitude Area which (in the reasonable opinion of the Benefited Owner), may, (if not felled, lopped or cut), obstruct or interfere with the construction, maintenance or safe operation of any apparatus on the Servitude Area or the Lines. All felling or lopping shall be done in accordance with best forestry husbandry and practice. No compensation shall be payable by the Benefited Owner to the Burdened Owner in respect of any tree, shrub or other vegetation felled or lopped within the Servitude Area but all trees, shrubs or other vegetation so felled or lopped by the Benefited Owner shall be left by the Benefited Owner for the Burdened Owner.

The Servitude Conditions

The Servitude Rights created by this Deed are subject to the following Servitude Conditions:

1. When exercising the rights granted in Part 1 of the Schedule, the Benefited Owner shall take reasonable precautions to minimise undue damage or obstruction to or interference with the use of the Burdened Property.
2. Whenever necessary following exercise of the rights granted in Part 1 of the Schedule, the Benefited Owner shall either (at the Benefited Owner's option) (i) make good and restore the surface of the Burdened Property to the reasonable satisfaction of the Burdened Owner, or (ii) or (ii) pay the proper and reasonable costs incurred by the Burdened Owner in making good physical damage to the Burdened Property.
3. So far as is reasonably practicable and for so long as the Lines are used for or in connection with the transmission or distribution of electricity, the Benefited Owner shall keep the Lines in good repair and condition or rendered permanently safe.
4. The Benefited Owner shall indemnify the Burdened Owner in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising as a consequence of any breach of the Servitude Conditions in this Part 2 of the Schedule.
5. Pay compensation to the owner for the time being of the Burdened Property for any windblow occurring within a five year period following the felling of trees on the Burdened Property, where such windblow is as the result of the exercise of the Servitude Rights, save that no compensation shall be payable under this Clause 5 where such felling has been carried out to a wind-firm edge agreed between the Benefited Owner and the Burdened Owner.
6. Keep the Burdened Owner indemnified against all losses arising by reason of the exercise of the Servitude Rights or failure to comply with the Servitude Conditions (excepting any such actions, claims or demands as may arise as a result of the negligent or wrongful act of the Burdened Owner or it's servants or agents) provided that the Burdened Owner will not settle or compromise any actions, claims or demands without the prior consent of the Benefited Owner (such consent not to be unreasonably withheld or delayed).

The Burdened Owner's Obligations

1. The Burdened Owner shall not:

(a) make any alteration to the Servitude Area, nor plant any tree or shrub or erect any structure on or over the Servitude Area;

(b) do anything whereby the level of the ground on the Servitude Area or those parts of the Burdened Property immediately adjacent thereto shall be raised so as to alter the distance between the level of the ground and the Lines; nor

(c) permit any structure on the Burdened Property to be within the Servitude Area and shall not permit any tree or shrub to grow so as to be, or come when falling, within the Servitude Area other than with the prior written consent and under the supervision of the Benefited Owner (such consent not to be unreasonably withheld or delayed in particular in circumstances where such alteration, planting or erection is not likely to cause damage to the Lines or interfere with the safe operation thereof).

2. The Burdened Owner shall not do anything that may or may be likely to cause damage to the Lines and it shall take all reasonable precautions to prevent any damage to the Lines.

3. The Burdened Owner shall not interfere with or obstruct either the operation of the Lines or the Benefited Proprietor's access to the Lines in accordance with the terms of this Deed.

Burden 18

Deed of Servitude by Alexandros Reo Stakis (the "Burdened Owner") to Scottish Hydro Electric Power Distribution plc

(who and whose successors as heritable proprietors of the Benefited Property (hereinafter defined) are hereinafter referred to as the "Benefited Owner") registered 23 Apr 2018, of the subjects in this title, contains the following rights and conditions;-

I. DEFINITIONS

1.1 In this Deed the following words and expressions shall have the following meanings:

"Access Tracks": the tracks shown as black broken lines on the cadastral map, which form part of the Burdened Property;

"Benefited Property": ALL and WHOLE (1) the electricity distribution network currently owned and operated by the Benefited Owner together with substations and other apparatus and (2) the areas of land which are owned by the Benefited Owner under, upon and over which said distribution network substations and other apparatus are installed or erected all as varied or altered from time to time;

"Burdened Property": ALL and WHOLE the subject in this title;

"Lines": all electrical plant and overhead electric lines (as defined in section 64 of the Electricity Act 1989), works, poles and stays and all appurtenant apparatus installed or to be installed on the Servitude Area;

"Schedule": the schedule in 3 parts annexed and executed as relative to this Deed of Servitude;

"Servitude Area": the area of land shown hatched brown on the said map, extending to 4079 hectares or thereby and being the area measuring circa 30 metres either side of the centreline of the Lines installed on the Servitude Area as at the date of commencement of the Servitude Rights and forming part of the Burdened Property and which area is deemed to be sterilised from future commercial forestry planting;

"Servitude Conditions": the conditions under which the Servitude Rights are to be exercised set out in Part 2 of the Schedule;

"Servitude Rights": the servitude rights set out in Part 1 of the Schedule;

"Sterilisation Payment": THIRTEEN THOUSAND SIX HUNDRED AND FIFTY ONE POUNDS AND FIFTY PENCE (£13,651.50) said payment being calculated on the basis of £2,850 per hectare; and

"Tree Crop Compensation": THIRTY TWO THOUSAND FIVE HUNDRED AND SEVENTY TWO POUNDS (£32,572) POUNDS said payment being calculated on the basis of £6,800 per hectare.

This is the Schedule referred to in the foregoing Deed of Servitude by Alexandros Reo Stakis in favour of Scottish Hydro Electric Power Distribution pLc.

SCHEDULE

Part 1

The Servitude Rights

The following heritable and irredeemable servitude rights are imposed on the Burdened Property in

favour of the Benefited Property:

1. For all proper purposes connected with the exercise of the rights granted in Part 1 of the Schedule, the right of access to and egress from the Servitude Area with or without vehicles, plant and equipment and at all reasonable times (and at any time in cases of emergency) over the Access Tracks and to temporarily park vehicles thereon.

2. The right to erect, re-erect, construct, use, inspect, maintain, repair, protect, replace, renew, supplement, connect into, remove or render unusable the Lines and to maintain, repair, renew and replace the connection of the Lines to other electrical plant and overhead electric lines and others immediately to the east and west of the Lines as part of the electricity distribution network operated by the Benefited Owner and with right to break up so much of the surface of the Servitude Area as is reasonably necessary from time to time for the purpose of exercising this right.

3. The right to fell, lop or cut all trees and shrubs standing on the Servitude Area which (in the reasonable opinion of the Benefited Owner), may, (if not felled, lopped or cut), obstruct or interfere with the construction, maintenance or safe operation of any apparatus on the Servitude Area or the Lines. All felling or lopping shall be done in accordance with best forestry husbandry and practice. No compensation shall be payable by the Benefited Owner to the Burdened Owner in respect of any tree, shrub or other vegetation felled or lopped within the Servitude Area but all trees, shrubs or other vegetation so felled or lopped by the Benefited Owner shall be left by the Benefited Owner for the Burdened Owner.

The Servitude Conditions

The Servitude Rights created by this Deed are subject to the following Servitude Conditions:

1. When exercising the rights granted in Part 1 of the Schedule, the Benefited Owner shall take reasonable precautions to minimise undue damage or obstruction to or interference with the use of the Burdened Property.
2. Whenever necessary following exercise of the rights granted in Part 1 of the Schedule, the Benefited Owner shall either (at the Benefited Owner's option) (i) make good and restore the surface of the Burdened Property to the reasonable satisfaction of the Burdened Owner, or (ii) or (ii) pay the proper and reasonable costs incurred by the Burdened Owner in making good physical damage to the Burdened Property.
3. So far as is reasonably practicable and for so long as the Lines are used for or in connection with the transmission or distribution of electricity, the Benefited Owner shall keep the Lines in good repair and condition or rendered permanently safe.
4. The Benefited Owner shall indemnify the Burdened Owner in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising as a consequence of any breach of the Servitude Conditions in this Part 2 of the Schedule.
5. Pay compensation to the owner for the time being of the Burdened Property for any windblow occurring within a five year period following the felling of trees on the Burdened Property, where such windblow is as the result of the exercise of the Servitude Rights, save that no compensation shall be payable under this Clause 5 where such felling has been carried out to a wind-firm edge agreed between the Benefited Owner and the Burdened Owner.
6. Keep the Burdened Owner indemnified against all losses arising by reason of the exercise of the Servitude Rights or failure to comply with the Servitude Conditions (excepting any such actions, claims or demands as may arise as a result of the negligent or wrongful act of the Burdened Owner or its servants or agents) provided that the Burdened Owner will not settle or compromise any actions, claims or demands without the prior consent of the Benefited Owner (such consent not to be unreasonably withheld or delayed).

The Burdened Owner's Obligations

1. The Burdened Owner shall not:

(a) make any alteration to the Servitude Area, nor plant any tree or shrub or erect any structure on or over the Servitude Area;

(b) do anything whereby the level of the ground on the Servitude Area or those parts of the Burdened Property immediately adjacent thereto shall be raised so as to alter the distance between the level of the ground and the Lines; nor

(c) permit any structure on the Burdened Property to be within the Servitude Area and shall not permit any tree or shrub to grow so as to be, or come when falling, within the Servitude Area other than with the prior written consent and under the supervision of the Benefited Owner (such consent not to be unreasonably withheld or delayed in particular in circumstances where such alteration, planting or erection is not likely to cause damage to the Lines or interfere with the safe operation thereof).

2. The Burdened Owner shall not do anything that may or may be likely to cause damage to the Lines and it shall take all reasonable precautions to prevent any damage to the Lines.

3. The Burdened Owner shall not interfere with or obstruct either the operation of the Lines or the Benefited Proprietor's access to the Lines in accordance with the terms of this Deed.

Burden 19

Deed of Servitude by Alexandros Reo Stakis (hereinafter referred to as "the Burdened Owner") to Scottish Hydro Electric Power Distribution PLC (hereinafter referred to as "the Benefited Owner"), registered 13 May 2020, contains the following:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings:

"Access Points": the access points shown by crosses coloured purple on the Plans which form part of the Burdened Property;

"Benefited Property": ALL and WHOLE (1) the electricity distribution network currently owned and operated by the Benefited Owner together with substations and other apparatus and (2) the areas of land which are owned by the Benefited Owner under, upon and over which said distribution network substations and other apparatus are installed or erected all as varied or altered from time to time;

"Burdened Property": ALL and WHOLE the subjects shown outlined in red on the Plans, being part of the subjects at Morenish, Killin, registered in the Land Register of Scotland under Title Number PTH18224;

"Lines": all electrical plant and overhead electric lines (as defined in section 64 of the Electricity Act 1989), works, poles and stays and all appurtenant apparatus installed or to be installed on the Servitude Area;

"Plans": the two plans annexed and executed as relative to this Deed of Servitude;

"Schedule": the schedule in 3 parts annexed and executed as relative to this Deed of Servitude;

"Servitude Area": the area of land shown edged brown on the cadastral map extending to 6.77 hectares or thereby and being the area measuring circa 25 metres either side of the centreline of the Lines installed on the Servitude Area as at the date of commencement of the Servitude Rights and forming part of the Burdened Property and which area is deemed to be sterilised from future commercial forestry planting;

"Servitude Conditions": the conditions under which the Servitude Rights are to be exercised set out in Part 2 of the Schedule;

"Servitude Rights": the servitude rights set out in Part 1 of the Schedule;

"Sterilisation Payment": TWENTY ONE THOUSAND SIX HUNDRED AND THIRTY ONE POUNDS AND FIFTY PENCE (£21,631.50) STERLING; and

"Tree Crop Compensation": ONE HUNDRED AND TWENTY THOUSAND SIX HUNDRED AND SEVEN POUNDS AND TWENTY SEVEN PENCE (£120,607.27) STERLING.

1.2 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.

1.3 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.

1.4 Any rights reserved to the Benefited Owner are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time.

1.5 The Schedule forms part of this Deed.

2. GRANT OF SERVITUDE

In consideration of the sum of SIX THOUSAND SIX HUNDRED AND NINETY NINE POUNDS AND TWENTY FIVE PENCE (£6,699.25) STERLING paid to the Burdened Owner by the Benefited Owner, (the receipt of which is hereby acknowledged) the Burdened Owner grants the Servitude Rights but subject always to the Servitude Conditions. In addition, the Burdened Owner accepts the Sterilisation Payment in full and final settlement of all claims arising in respect of all and any claims that they have arising from the sterilisation of the Servitude Area from future forestry planting and accepts payment of the Tree Crop Compensation in full and final settlement of all claims arising in respect of all and any claims that they have arising from the loss of timber associated with the initial clearance of the Servitude Area, save in respect of any compensation payable pursuant to the Servitude Conditions.

3. DATE OF COMMENCEMENT OF SERVITUDE

The Servitude Rights granted by this Deed will be exercisable with effect from the last date of execution.

4. OWNERSHIP OF LINES

The Lines shall be and shall remain the property of the Benefited Owner.

5. OBLIGATIONS ON THE BURDENED OWNER

The Burdened Owner undertakes to comply with the obligations set out in Part 3 of the Schedule

6. NO LANDS TRIBUNAL 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.

7. WARRANDICE

The Burdened Owner grants warrandice.

8. DISPUTE RESOLUTION

8.1 Any dispute arising under this Deed shall be determined by a single expert, whose appointment is to be agreed upon between the Burdened Owner and the Benefited Owner, or failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors.

8.2 The expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the Burdened Owner and the Benefited Owner in such proportions as the expert shall direct.

9. NOTICES

9.1 All notices shall be in writing.

9.2 Any notice shall be sufficiently served if sent by registered post or recorded delivery to:

9.2.1 the party concerned at its registered office (if incorporated in the UK), marked for the attention of the company secretary, or

9.2.2 the party concerned at its last known address in the UK (if an individual or partnership)

9.3 Any notice sent by registered post or recorded delivery shall be assumed to have been served 48 hours after it is posted.

9.4 To prove service it shall be enough to prove that the envelope containing the notice was correctly addressed and was posted to the place to which it was addressed

SCHEDULE

Part 1

The Servitude Rights

The following heritable and irredeemable servitude rights are imposed on the Burdened Property in favour of the Benefited Property:

1. For all proper purposes connected with the exercise of the rights granted in Part 1 of the Schedule, the right of access to and egress from the Servitude Area with or without vehicles, plant and equipment and at all reasonable times (and at any time in cases of emergency) through the Access Points over the Burdened Property using routes to be agreed between the parties acting reasonably (but in the case of emergency over the most practical route) and to temporarily park vehicles thereon.
2. The right to erect, re-erect, construct, use, inspect, maintain, repair, protect, replace, renew, supplement, connect into, remove or render unusable the Lines and to maintain, repair, renew and replace the connection of the Lines to other electrical plant and overhead electric lines and others immediately to the east and west of the Lines as part of the electricity distribution network operated by the Benefited Owner and with right to break up so much of the surface of the Servitude Area as is reasonably necessary from time to time for the purpose of exercising this right.
3. The right to fell, lop or cut all trees and shrubs standing on the Servitude Area which (in the reasonable opinion of the Benefited Owner), may, (if not felled, lopped or cut), obstruct or interfere with the construction, maintenance or safe operation of any apparatus on the Servitude Area or the Lines. No compensation shall be payable by the Benefited Owner to the Burdened Owner in respect of any tree, shrub or other vegetation felled or lopped within the Servitude Area but all trees, shrubs or other vegetation so felled or lopped by the Benefited Owner shall be left by the Benefited Owner for the Burdened Owner.

Part 2

The Servitude Conditions

The Servitude Rights created by this Deed are subject to the following Servitude Conditions:

1. When exercising the rights granted in Part 1 of the Schedule, the Benefited Owner shall take reasonable precautions to minimise undue damage or obstruction to or interference with the use of the Burdened Property.
2. Prior to the exercise of any of the rights granted in Part 1 of the Schedule, the Benefited Owner shall give reasonable notice to the Burdened Owner, except in the case of an emergency, when no notice need be given.
3. Whenever necessary following exercise of the rights granted in Part 1 of the Schedule, the Benefited Owner shall either (at the Benefited Owner's option) (i) make good and restore the surface of the Burdened Property to the reasonable satisfaction of the Burdened Owner, or (ii)

pay the proper and reasonable costs incurred by the Burdened Owner in making good physical damage to the Burdened Property, and if for any reason the damage cannot be made good or if the Burdened Owner or those deriving right from the Burdened Owner have suffered any direct loss or incurred additional expense directly attributable to the Benefited Owner's failure to do so, the Benefited Owner shall pay compensation to the Burdened Owner or its foresaids at a fair and equitable rate.

4. So far as is reasonably practicable and for so long as the Lines are used for or in connection with the transmission or distribution of electricity, the Benefited Owner shall keep the Lines in good repair and condition or rendered permanently safe.

5. The Benefited Owner shall pay compensation (to be calculated having regard to the then open market value of the timber concerned) to the owner for the time being of the Burdened Property for any windblow occurring within a five year period following the felling of trees on the Servitude Area, where such windblow is as the result of the exercise of the Servitude Rights.

6. All felling or lopping shall be done in accordance with best forestry husbandry and practice and in accordance with a method statement to be approved by the Burdened Owner, acting reasonably.

7. The Benefited Owner shall keep the Burdened Owner indemnified against all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising by reason of the exercise of the Servitude Rights or failure to comply with the Servitude Conditions (excepting any such actions, claims or demands as may arise as a result of the negligent or wrongful act of the Burdened Owner or its servants or agents) provided that the Burdened Owner will not settle or compromise any actions, claims or demands without the prior consent of the Benefited Owner (such consent not to be unreasonably withheld or delayed).

Part 3

The Burdened Owner's Obligations

1. The Burdened Owner shall not:

(a) make any alteration to the Servitude Area, nor plant any tree or shrub or erect any structure on or over the Servitude Area;

(b) do anything whereby the level of the ground on the Servitude Area or those parts of the Burdened Property immediately adjacent thereto shall be raised so as to alter the distance between the level of the ground and the Lines; nor

(c) permit any structure on the Burdened Property to be within the Servitude Area and shall not permit any tree or shrub to grow so as to be, or come when falling, within the Servitude Area other than with the prior written consent and under the supervision of the Benefited Owner (such consent not to be unreasonably withheld or delayed in particular in circumstances where such alteration, planting or erection is not likely to cause damage to the Lines or interfere with the safe operation thereof).

2. The Burdened Owner shall not do anything that may or may be likely to cause damage to the Lines and it shall take all reasonable precautions to prevent any damage to the Lines.

3. The Burdened Owner shall not interfere with or obstruct either the operation of the Lines or the Benefited Proprietor's access to the Lines in accordance with the terms of this Deed.

Burden 20

Deed of Servitude by Alexandros Reo Stakis (hereinafter referred to as "the Burdened Owner") to Scottish Hydro Electric Transmission PLC (hereinafter referred to as "Benefited Owner"), registered 13 May 2020, contains the following:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings:

"Access Points": the access points by crosses coloured purple on the Plans which form part of the Burdened Property;

"Benefited Property": ALL and WHOLE (1) the electricity transmission network currently owned and operated by the Benefited Owner together with substations and other apparatus and (2) the areas of land which are owned by the Benefited Owner under, upon and over which said transmission network substations and other apparatus are installed or erected all as varied or altered from time to time;

"Burdened Property": ALL and WHOLE the subjects shown outlined in red on the Plans, being part of the subjects at Morenish, Killin, registered in the Land Register of Scotland under Title Number PTH18224;

"Lines": all electrical plant and overhead electric lines (as defined in section 64 of the Electricity Act 1989), works, poles and stays and all appurtenant apparatus installed or to be installed on the Servitude Area;

"Plans": the two plans annexed and executed as relative to this Deed of Servitude;

"Schedule": the schedule in 3 parts annexed and executed as relative to this Deed of Servitude;

"Servitude Area": the area of land shown as a green hatch on the cadastral map extending to 7.5 hectares or thereby and being the area measuring circa 30 metres either side of the centreline of the Lines installed on the Servitude Area as at the date of commencement of the Servitude Rights and forming part of the Burdened Property and which area is deemed to be sterilised from future commercial forestry planting;

"Servitude Conditions": the conditions under which the Servitude Rights are to be exercised set out in Part 2 of the Schedule;

"Servitude Rights": the servitude rights set out in Part 1 of the Schedule;

"Sterilisation Payment": TWENTY TWO THOUSAND TWO HUNDRED AND FIFTY EIGHT POUNDS AND FIFTY PENCE (£22,258.50) STERLING; and

"Tree Crop Compensation": ONE HUNDRED AND SEVENTEEN THOUSAND FIVE HUNDRED AND FOURTEEN POUNDS AND SEVENTY FIVE PENCE (£117,514.75) STERLING.

1.2 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.

1.3 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.

1.4 Any rights reserved to the Benefited Owner are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time.

1.5 The Schedule forms part of this Deed.

2. GRANT OF SERVITUDE

In consideration of the sum of FIVE THOUSAND SIX HUNDRED AND SEVENTY SEVEN POUNDS (£5,677.00) STERLING paid to the Burdened Owner by the Benefited Owner, (the receipt of which is hereby acknowledged) the Burdened Owner grants the Servitude Rights but subject always to the Servitude Conditions. In addition, the Burdened Owner accepts the Sterilisation Payment in full and final settlement of all claims arising in respect of all and any claims that they have arising from the sterilisation of the Servitude Area from future forestry planting and accepts payment of the Tree Crop Compensation in full and final settlement of all claims arising in respect of all and any claims that they have arising from the loss of timber associated with the initial clearance of the Servitude Area, save in respect of any compensation payable pursuant to the Servitude Conditions.

3. DATE OF COMMENCEMENT OF SERVITUDE

The Servitude Rights granted by this Deed will be exercisable with effect from the last date of execution.

4. OWNERSHIP OF LINES

The Lines shall be and shall remain the property of the Benefited Owner.

5. OBLIGATIONS ON THE BURDENED OWNER

The Burdened Owner undertakes to comply with the obligations set out in Part 3 of the Schedule

6. NO LANDS TRIBUNAL 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

7. WARRANDICE

The Burdened Owner grants warrandice.

8. DISPUTE RESOLUTION

8.1 Any dispute arising under this Deed shall be determined by a single expert, whose appointment is to be agreed upon between the Burdened Owner and the Benefited Owner, or failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors.

8.2 The expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the Burdened Owner and the Benefited Owner in such proportions as the expert shall direct.

9. NOTICES

9.1 All notices shall be in writing.

9.2 Any notice shall be sufficiently served if sent by registered post or recorded delivery to:

9.2.1 the party concerned at its registered office (if incorporated in the UK), marked for the attention of the company secretary, or

9.2.2 the party concerned at its last known address in the UK (if an individual or partnership)

9.3 Any notice sent by registered post or recorded delivery shall be assumed to have been served 48 hours after it is posted.

9.4 To prove service it shall be enough to prove that the envelope containing the notice was correctly addressed and was posted to the place to which it was addressed

SCHEDULE

Part 1

The Servitude Rights

The following heritable and irredeemable servitude rights are imposed on the Burdened Property in favour of the Benefited Property:

1. For all proper purposes connected with the exercise of the rights granted in Part 1 of the Schedule, the right of access to and egress from the Servitude Area with or without vehicles, plant and equipment and at all reasonable times (and at any time in cases of emergency) through the Access Points over the Burdened Property using routes to be agreed between the

parties acting reasonably (but in the case of emergency over the most practical route) and to temporarily park vehicles thereon.

2. The right to erect, re-erect, construct, use, inspect, maintain, repair, protect, replace, renew, supplement, connect into, remove or render unusable the Lines and to maintain, repair, renew and replace the connection of the Lines to other electrical plant and overhead electric lines and others immediately to the east and west of the Lines as part of the electricity transmission network operated by the Benefited Owner and with right to break up so much of the surface of the Servitude Area as is reasonably necessary from time to time for the purpose of exercising this right.

3. The right to fell, lop or cut all trees and shrubs standing on the Servitude Area which (in the reasonable opinion of the Benefited Owner), may, (if not felled, lopped or cut), obstruct or interfere with the construction, maintenance or safe operation of any apparatus on the Servitude Area or the Lines. No compensation shall be payable by the Benefited Owner to the Burdened Owner in respect of any tree, shrub or other vegetation felled or lopped within the Servitude Area but all trees, shrubs or other vegetation so felled or lopped by the Benefited Owner shall be left by the Benefited Owner for the Burdened Owner.

Part 2

The Servitude Conditions

The Servitude Rights created by this Deed are subject to the following Servitude Conditions:

1. When exercising the rights granted in Part 1 of the Schedule, the Benefited Owner shall take reasonable precautions to minimise undue damage or obstruction to or interference with the use of the Burdened Property.

2. Prior to the exercise of any of the rights granted in Part 1 of the Schedule, the Benefited Owner shall give reasonable notice to the Burdened Owner, except in the case of an emergency, when no notice need be given.

3. Whenever necessary following exercise of the rights granted in Part 1 of the Schedule, the Benefited Owner shall either (at the Benefited Owner's option) (i) make good and restore the surface of the Burdened Property to the reasonable satisfaction of the Burdened Owner, or (ii) pay the proper and reasonable costs incurred by the Burdened Owner in making good physical damage to the Burdened Property, and if for any reason the damage cannot be made good or if the Burdened Owner or those deriving right from the Burdened Owner have suffered any direct loss or incurred additional expense directly attributable to the Benefited Owner's failure to do so, the Benefited Owner shall pay compensation to the Burdened Owner or its foresaids at a fair and equitable rate.

4. So far as is reasonably practicable and for so long as the Lines are used for or in connection with the transmission or distribution of electricity, the Benefited Owner shall keep the Lines in good repair and condition or rendered permanently safe.

5. The Benefited Owner shall pay compensation (to be calculated having regard to the then open market value of the timber concerned) to the owner for the time being of the Burdened

Property for any windblow occurring within a five year period following the felling of trees on the Servitude Area, where such windblow is as the result of the exercise of the Servitude Rights.

6. All felling or lopping shall be done in accordance with best forestry husbandry and practice and in accordance with a method statement to be approved by the Burdened Owner, acting reasonably.

7. The Benefited Owner shall keep the Burdened Owner indemnified against all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising by reason of the exercise of the Servitude Rights or failure to comply with the Servitude Conditions (excepting any such actions, claims or demands as may arise as a result of the negligent or wrongful act of the Burdened Owner or its servants or agents) provided that the Burdened Owner will not settle or compromise any actions, claims or demands without the prior consent of the Benefited Owner (such consent not to be unreasonably withheld or delayed).

Part 3

The Burdened Owner's Obligations

1. The Burdened Owner shall not:

(a) make any alteration to the Servitude Area, nor plant any tree or shrub or erect any structure on or over the Servitude Area;

(b) do anything whereby the level of the ground on the Servitude Area or those parts of the Burdened Property immediately adjacent thereto shall be raised so as to alter the distance between the level of the ground and the Lines, nor

(c) permit any structure on the Burdened Property to be within the Servitude Area and shall not permit any tree or shrub to grow so as to be, or come when falling, within the Servitude Area other than with the prior written consent and under the supervision of the Benefited Owner (such consent not to be unreasonably withheld or delayed in particular in circumstances where such alteration, planting or erection is not likely to cause damage to the Lines or interfere with the safe operation thereof).

2. The Burdened Owner shall not do anything that may or may be likely to cause damage to the Lines and it shall take all reasonable precautions to prevent any damage to the Lines.

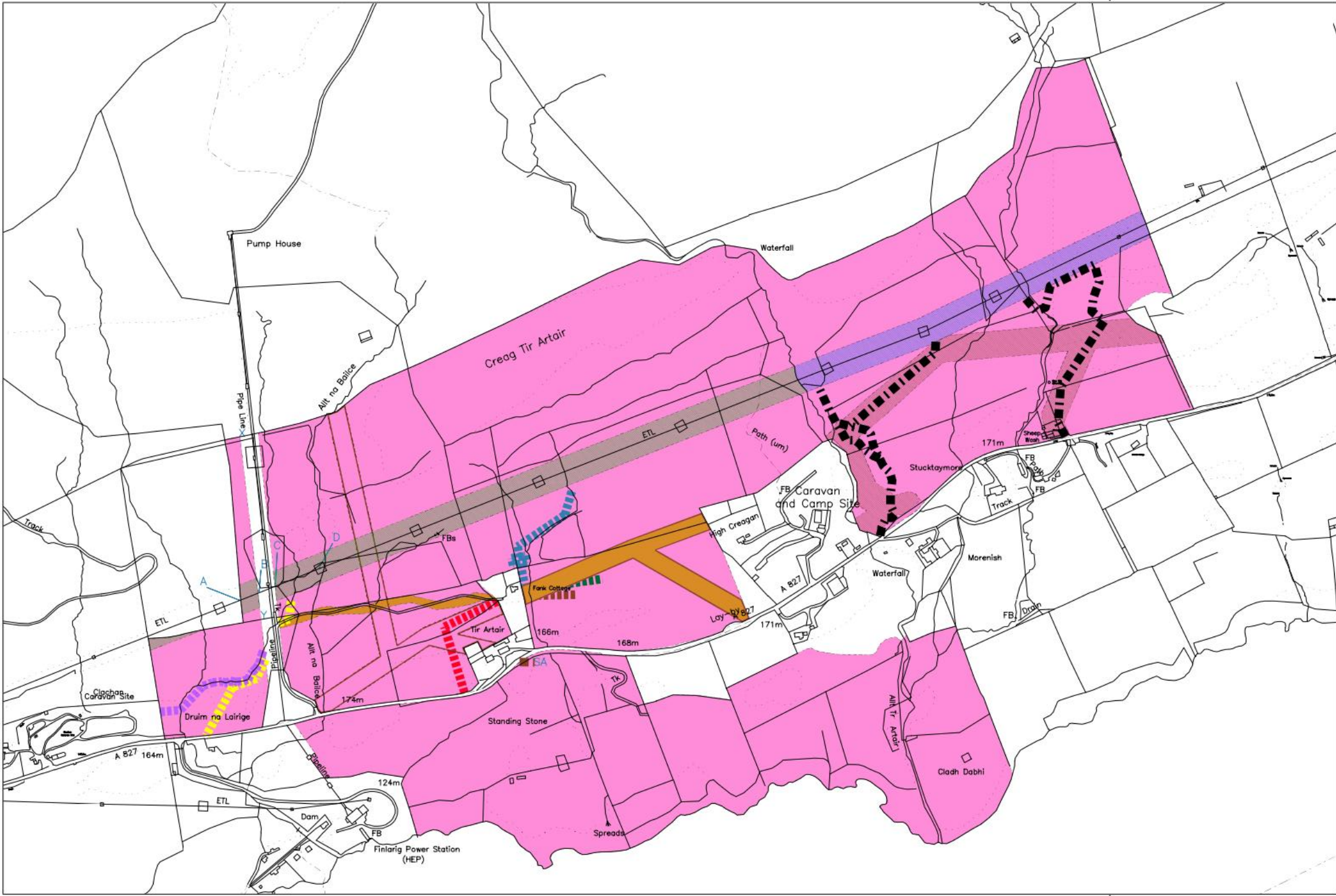
3. The Burdened Owner shall not interfere with or obstruct either the operation of the Lines or the Benefited Proprietor's access to the Lines in accordance with the terms of this Deed.

Burden 21

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 a Copy which reflects the position at the date the Title Sheet was last updated.
© Crown copyright 2023



Perth and Argyll Conservancy

Upper Battleby

Redgorton

Perth

PH1 3EN

Tel 0300 067 6005

Fax 01738 827819

panda.cons@forestry.gsi.gov.uk

Via email

Conservator

Cameron Maxwell

Dear Sir/Madam

23 of December 2016

Morenish Woodland Creation scheme ref.: 16FGS10755

I am writing to provide an update on the progress of the above scheme. Forestry Commission Scotland has, following a long and thorough consideration of the proposal, decided to approve the revised woodland creation application at Morenish. This decision has been taken following revisions to the scheme, which account for the regional forestry strategy, the UK Forestry Standard, the constraints on the site and the comments received through the EIA determination period and the public register consultation process.

Morenish farm is a 170 hectare former farm unit on the north side of Loch Tay, 3.5km north east of Killin. Tilhill Forestry are the forest managers for the scheme and advise the owner and their representatives.

The land was bought for the purpose of woodland creation. The owner's objective is to grow softwood timber, primarily spruce for the sawmilling, biomass and wood panel industries in due course, rather than e.g. a wholly native woodland.

The Perth and Kinross Forest and Woodland Strategy sets out a strategic vision for the management of existing woodland and the creation of new woodlands. Morenish sits with the 'Preferred' area of woodland creation in the strategy. The description of this area states that this '*land will offer the greatest scope to accommodate future expansion of a range of woodland types, and hence, to deliver a very wide range of objectives*' and '*within preferred areas sensitivities are, in general, likely to be limited, and it should be possible to address and*

particular sites issues within well designed proposals that meet the UKFS' (Perth & Kinross Woodland Strategy, 2014, p25).

The site has a number of sensitive sites or designated sites around it, including the Tay SAC, Ben Lawers SSSI and Morenish Meadows SSSI. However, there are no specific designations on this site and therefore, it has been concluded that a well designed woodland, which meets the UKFS would be an acceptable proposal. There is a long and well established history of the creation of mixed productive woodland throughout rural Perthshire. This woodland is proposed in an area deemed suitable for expansion within the strategy.

I acknowledge the concerns raised regarding the view that the proposal does not meet the key themes of the Scottish Forestry Strategy. Each and every woodland, whether existing or new, is unlikely to meet every theme fully. Different woodlands in different locations will help deliver against some but rarely all of the themes. For example a productive conifer scheme in remote Scotland will deliver against some themes which a mixed broadleaved small woodland in an urban setting will not. This proposal delivers against the climate change theme through the sequestration of CO₂, it delivers against the Timber theme through the creation of a productive mixed woodland and it delivers against the business theme through the creation of a sustainable resource providing rural employment opportunities, increasing the asset value of the land and diversifying the land use type in the local area. The creation of pedestrian gates, pathways and tracks for forest management purposes will be available for public access, and therefore, some recreational benefits will be realised. The creation of over 13 hectares of native woodland, commonly associated with the riparian zones on the site will be beneficial in biodiversity terms and help protect the watercourses from degradation. As the forest is gradually restructured once it reaches maturity, its biodiversity value will increase providing habitat for a greater range of species. Our consideration is that whilst a productive conifer seems narrow in delivering against the Scottish Forestry Strategy, there are multiple benefits delivered, some of which are immediate, with many more as the forest matures and develops over successive rotations.

The UKFS is the forest industry bench mark for sustainable forest management. Several revisions to the scheme over the process have ensured that the proposal does now meet the UKFS. These are as follows:

- Species diversity: the UKFS sets out minimum species diversity requirements. This proposal significantly exceeds these requirements. The species composition is as follows:

Species	Area (ha)	Percentage of site
Sitka spruce	63.69	66%

Native Mixed broadleaves	12.81	13.3%
Norway spruce	6.48	6.7%
Douglas fir	3.76	3.9%
Designed Open Ground	9.76	10.1%
TOTAL	96.5	100%

When the existing mixed BL woodland and non-grant aided open ground is added into the figures, overall the forest will be as follows:

Species	Area (ha)	Percentage of site
Sitka spruce	63.69	37.8%
Native Mixed broadleaves & existing broadleaves	34.81	20.7%
Norway spruce	6.48	3.8%
Douglas fir	3.76	2.2%
Open Ground	59.75	35.5%
TOTAL	168.49	100%

- Access: the proposal was revised to ensure access was created along rides to the key features of the site and from the caravan park to the open hill above.
- Existing woodland features: there are several areas of remnant native woodland trees and groups of trees on the site. These will be maintained and enhanced through the creation of open space around these features.
- Open habitats: a thorough habitat survey was undertaken by a qualified ecologist on behalf of the applicant. This resulted in several areas of open habitat being left open and incorporated in to the open space which will be maintained as part of the forest habitat.
- Landscape: landscape analysis was undertaken to ensure the design met the UKFS. Amendments to the design were the softening of geometric edges through the creation of more organic shapes and variations in species composition to create diversity in colour and management practice.
- Archaeological features: all the known sites will be left unplanted with open space created around the feature in accordance with the UKFS

guidelines. The area around the cemetery in the part of the site near the shore of Loch Tay has been left open with an access left open through the creation of a grass ride from the existing farm track.

To account for the National Nature Reserve immediately above the site boundary, a buffer of 50 linear metres has been put in place to minimise the seeding effect of non-native conifers. This forest will be managed on a commercial basis and therefore, it is highly likely that the conifer species will be felled before large quantities of seed are produced. However, this cannot be guaranteed, therefore, the buffer has been agreed with the applicant. It is known that conifer seed dispersal is limited for spruce species beyond 50m.

A key element of the consideration of any proposal is the owner's objectives and their legitimate right to consider changing of land use. The UKFS acknowledges this point, recognising that whilst any site may present a range of opportunities for woodland creation, the owner's objectives are the starting point for the development of all new woodlands. The UKFS and supporting documents are written to ensure only sustainable woodlands are approved but it does accommodate a range of objectives. In this case, the owner's objectives are to create a productive woodland. The level of productivity which the owner wished to achieve at the outset of this proposal has been modified though the revisions detailed above. There has been much dialogue between FCS and the agents acting on behalf of the owner to ensure the proposal does meet the UKFS. FCS was not content to approve any new woodland at this location until all the outstanding relevant issues had been addressed. We consider that has now been done and have therefore approved the scheme. Whilst we understand this will not meet the desires of some of the consultees who have expressed an interest in this scheme, we do believe it does now meet the relevant standards required.

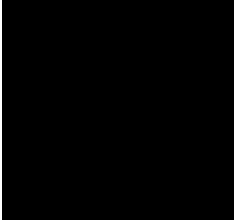
The scheme crosses the boundary of 2 Community Council areas the scheme was an agenda item at the Killin CC meeting earlier this year. Tilhill also arranged a drop in session for the community and other stakeholders in Killin on the 10th of June. We completed our assessment of the scheme for EIA after that meeting, taking into account feedback from it, before determining on the 20th of June that the revised scheme design and proposals were not likely to have a significant environmental impact.

The Forestry Grant Scheme application for new woodland creation was then approved in December 2016. The operational work on site will be undertaken over this winter and next spring.

Attached is a map showing the final scheme design.

Please contact me if you would like any more information.

Yours faithfully



Tom Davies
Senior Operations Manager



Complete this form to find out if you need consent, from the Forestry Commission (under the EIA Regulations 1999), to carry out your proposed work.

Section 1 Proposed work							
Please put a cross in the box to indicate the type of work you are proposing to carry out. Give the area in hectares and where appropriate the percentage of conifers and broadleaves.							
Proposed work	cross	Area in hectares	% Conifer	% broadleaves	Proposed work	cross	Area in ha
Afforestation	x	106	72	11	Forest roads	x	1
Deforestation					Forest quarry	x	0.5
Location and District			Killin, Perthshire				

Please attach map(s) showing the boundary of the proposed work and also give details of the operations.

Section 2 Property details	
Property Name	Morenish Farm
Grid Reference (e.g. AB 123/789)	NN 590 351
Local Authority	Perth and Kinross & Stirling
Nearest Town	Killin

Section 3 Applicant's category (please put a cross in one box)			
PE	Personal occupier	x	PU Public ownership
BU	Business occupier		OT Other
VO	Voluntary organisation		CT Crofting tenant

Section 4 Applicant's type (please put a cross in one box)			
LS Lessee		OW Owner	x
TE Tenant		TR Trust	

Section 5 your agent or woodland manager's details					
Title	Mrs	Initials	S	Surname	Creber
Organisation	Tilhill Forestry				
Address	1 Duckburn Park				
Stirling Road					
Dunblane			Postcode	FK15 0EW	
Tel No	01786 821 666		Mobile	07827 873081	
Fax			e-mail	Sephera.creber@tilhill.com	
Is this the address for correspondence?			yes	<input checked="" type="checkbox"/>	No

Section 6 Applicant's details					
Title	Mr	Initials	A	Surname	Stakis
Organisation	Andros Stakis				
Address	C/O Aitchesse Ltd, Riverview House, Friarton Road, Perth				
			Postcode	PH2 8DF	
Tel No	01738631949		Mobile		
Fax			e-mail	graham@aitchesse.co.uk	
Is this the address for correspondence?			yes	<input type="checkbox"/>	No
				<input checked="" type="checkbox"/>	

Section 7 Sensitive Areas: Give the area of the proposal that is covered by any of the following designations	
Sensitive Area as listed in "Schedule 2" of the 1999 EIA Regulations Area (ha)	Area in hectares
a. Sites of Special Scientific Interest (SSSI) or Proposed Sites of Special Scientific Interest (PSSSI)	0
b. SSSI's with a Nature Conservation Order (Section 29 of the Wildlife and Countryside Act 1981)	0
c. National Park (NP)	0
d. The Broads	0
e. World Heritage Site	0
f. Scheduled Ancient Monument (SAM)	0
g. an area designated as National Scenic Area	0
h. Area of Outstanding Natural Beauty (AONB)	0
i. "Natura 2000" site - (European network of special areas of conservation and special protection areas under the Wild Birds Directive)	0

CDS Planning Local Review Body

From: Mark Myles <mark.myles@bidwells.co.uk>
Sent: 31 January 2024 11:43
To: CDS Planning Local Review Body
Subject: LRB-2023-50

CAUTION: This email originated from an external organisation. Do not follow guidance, click links, or open attachments unless you have verified the sender and know the content is safe.

Dear Audrey

Thank you for your letter of 17th January enclosing copies of further representations received in respect of the above Notice of Review.

We appreciate that many of the points raised are not relevant from a planning point of view, but the applicants consider that the orchestrated nature of the many similar comments are attempting to paint a misleading picture to the LRB.

One of the responses is simply signed from 'Jo' with no address details which doesn't seem to be normal practice. That response concludes by saying that there is no demand for an additional farm shop in close proximity to the existing enterprise at Tombreck. However commercial competition is not a valid material planning consideration.

As is common across the country, and confirmed in the previous renewal of the planning permission on this site, there is no requirement for all farm shop produce to be grown on the site in question.

The point raised by the Community Council (CC) about the title is also a misleading non-planning issue. Anyone can call their home or their land anything they want, and on many occasions, mistakes are made by both the legal profession and Registers of Scotland.

The applicant's property was the last remaining property or residue of the Estate of Morenish, or Morenish Home Farm. When the applicants purchased the remainder of the estate/farm, it was for some inexplicable reason at the time, titled as Morenish Cottage. The applicants sold Morenish Cottage and purchased Tay Cottage as it was right in the middle of the farm and successfully applied to operate it as the temporary farm shop as explained in our original appeal submission. Farms have cottages on them which are not always related to the name of the farm. With hindsight, the applicants believe they probably should have changed the name on the title to Morenish Home Farm, part of the lands and estate of Morenish.

To suggest that the farm is simply a 'piece of land' is therefore not correct. Within the copy of the title provided by the CC, you can see the various references to the Estate of Morenish and Morenish Home Farm, but ironically, it is the Lands of Morenish Farm that have been sold off for forestry and Morenish Farm is now only a house and a few residual acres. As explained in the appeal submission the applicants have disposed of 25 acres, but still have title to the bulk of the land i.e. 350 acres.

Whilst the land was not grazed last season, it has most recently been the subject of a grazing licence with the National Trust for Scotland under a management agreement with Ecoscot (Nature Scot). This was to facilitate the improvement of both the Morenish SSSI and to persuade heritable graziers to remove their livestock from the Ben Lawers NNR, by providing an alternative.

Contrary to what has been claimed cars have not been dumped at the site. They were the applicants family vehicles until they were damaged by trespass grazing. Tups were allowed to repeatedly head-but the vehicles and vehicles have subsequently been stolen and/or been repeatedly broken into and vandalised.

Tay Cottage is also not derelict. It has been broken into and vandalised. The CC have refused to assist with any representations or expressed concern to the Police as to the level of crime along the lochside.

Other issues raised relate to matters that did not form part of the original reasons for refusal of the application and are also factually incorrect e.g. contrary to the views expressed, the LRB will be fully aware that the Development Plan consists of both NPF4 and LDP2, and it is only in a situation where there is a conflict between policies, that the policies set out in NPF4 would take precedent over the LDP2 policies.

For the reasons set out in our original grounds of appeal statement we would therefore respectfully request that the LRB allow the appeal and grant planning permission in principle.

Many thanks

Kind regards
Mark



Mark Myles

Partner, Head of Planning Scotland

Broxden House, Lamberkine Drive, Perth, Scotland. PH1 1RA
DD: 01738 230154 | M: 07717 512203 | bidwells.co.uk