

(AR7-10-6)

**MINUTE OF AGREEMENT**

between

**THE CROWN ESTATE COMMISSIONERS**

and

**ARGYLL AND BUTE DISTRICT COUNCIL**1995**PAM.SEY**

ulvaf.a&amp;b

For 50 years from 22nd March 1995  
for (a) supply pipe not exceeding 12" dia.  
with area of foreshore for inlet chamber and  
(b) sewage outfall pipe not exceeding 12" dia  
all at Ulva Ferry, Isle of Mull.

**DUNCAN M. CLARK, W.S.,**  
48 Castle Street,  
Edinburgh  
FAS3622sy

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## MINUTE of AGREEMENT

between

THE CROWN ESTATE COMMISSIONERS,  
acting in exercise of the Crown Estate Act  
1961, on behalf of the Queen's most  
Excellent Majesty ("the Commissioners")

and

ARGYLL and BUTE DISTRICT COUNCIL  
incorporated under the Local Government  
(Scotland) Act 1973 ("the grantee")

The Commissioners Do Hereby CONSENT to the construction and maintenance by the grantee of supply sewer pipe not exceeding 100 millimetres in diameter (hereinafter called "the A pipe") and of an inlet chamber both on the foreshore at Ulva Ferry, Isle of Mull, the A pipe being shown by a red line and the area of foreshore to be occupied by the inlet chamber being shown delineated in black and coloured pink on the Plan annexed and executed as relative hereto and (b) to the construction and maintenance by the grantee of a sewer pipe not exceeding 100 millimetres in diameter across the foreshore near the said Ulva Ferry, Isle of Mull (hereinafter called "the B pipe") and to the discharge of the pipe, the B pipe being also shown by a red line on the Plan annexed and executed as relative hereto, and the grantee hereby accepts such consents all in the terms and conditions specified below. The A pipe, the pump station and the B pipe are together hereinafter called "the works".

1. This Agreement shall subsist for a period of 50 years from 22nd March 1995, subject as after provided.

2.

2. The works may not be altered or extended without the consent of the Commissioners.
3. The consideration for the consent hereby granted shall be £675.00.
4. The grantee shall:-
  - (a) at all times maintain and keep the works in good, safe and substantial repair, order and condition so that no nuisance or annoyance shall be caused thereby or by the use thereof and in particular so that there shall be no leakage or escape of effluent from the works into the surrounding foreshore and bed of the sea except at the point of discharge;
  - (b) immediately after any disturbance of the site or surroundings of the works by the grantee or by anyone acting under the grantee's authority and however such disturbance is occasioned the grantee shall restore the said site and surroundings to their former and proper condition to the Commissioners' satisfaction;
  - (c) pay any and all rates, taxes and other assessments and outgoings in respect of the works;
  - (d) pay to the Commissioners such amount of value added tax at the rate for the time being in force as shall be legally payable in respect of all monies undertaken to be paid by the grantee under this Minute of Agreement and in every case in this Minute of Agreement where the grantee undertakes to pay an amount of money such amount shall be regarded as being exclusive of all value added tax which may from time to time be legally payable thereon.

## 3.

(e) indemnify the Commissioners against any costs, claims, demands or actions which may arise from the exercise by the grantee of the rights hereby granted as well as from the breach or non-observance of any of the terms and conditions hereof;

(f) not infringe the concurrent rights of the Commissioners, of other parties having rights as proprietors, tenants or operators of fishings, or of the public, over the neighbouring foreshore and seabed;

(g) if so required by the Commissioners, remove the works or any of them or alter the routes of the pipes at the grantee's expense;

(h) remove the works and restore the site thereof to its former and proper condition on termination of this consent if so required by the Commissioners;

(i) not assign the rights hereby granted nor permit the use of the works by any third party, nor use the works otherwise than for the discharge of waste water and sewerage.

5. For the avoidance of doubt, the grantee accepts that Her Majesty and Her Successors and any person or persons acting with Her or Their authority and the Commissioners shall retain all rights to use and occupy the site of the pipe and any surrounding or underlying foreshore and bed of the sea for such purpose and in such manner including the execution of any works and construction thereon or thereunder as She or They or any of them shall think proper or expedient and without making any compensation to or obtaining any consent from the grantee but (although only in any case when the Commissioners do not exercise their rights in terms of Sub-Clause 4(g)

4.

hereof) while making due provision for securing the maintenance, safety and efficiency of the pipe.

IN WITNESS WHEREOF these presents consisting of this and the three preceding pages are together with the plan annexed executed in duplicate by the parties hereto as follows, namely:- they are sealed with the Common Seal of Argyll and Bute District Council and subscribed for it and on its behalf by [redacted] and [redacted], two Members of Council, and by [redacted] Director of Administration, all together at Kilmory, Lochgilphead, on the Twenty fourth day of April Nineteen hundred and Ninety five; and they are in terms of Act of Parliament signed by [redacted] authorised by the Crown Estate Commissioners to act on behalf of a Secretary of the Office of the said Commissioners at Edinburgh on the Third day of May in the year last mentioned before these witnesses [redacted] and [redacted], both Civil Servants in Government Service, Edinburgh.

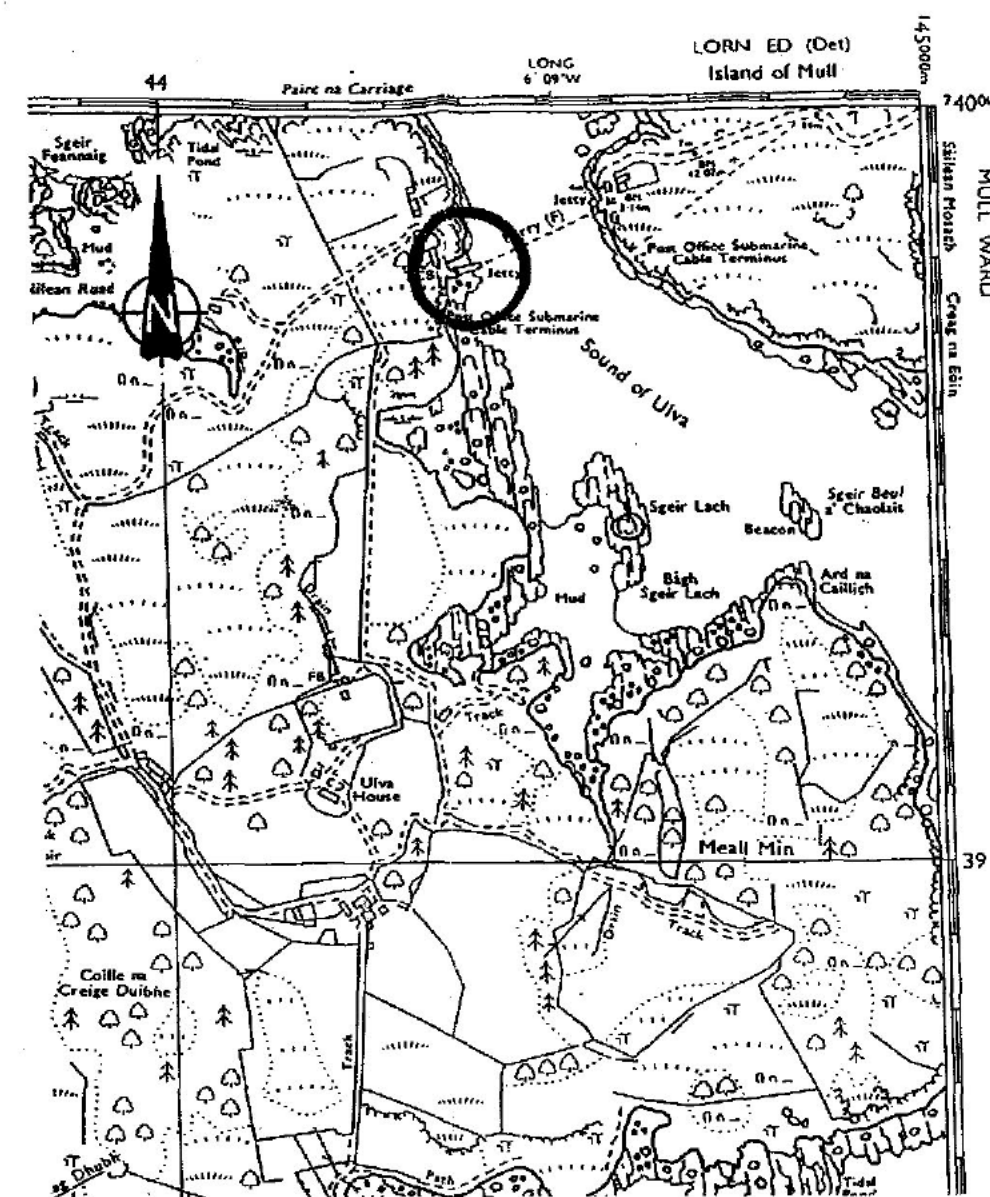
[redacted] (witness)

[redacted] (witness)

[redacted]

[redacted]





**SCALE: 1/10000**

**THIS IS THE PLAN REFERRED TO**

Inlet Chamber shown PINK =  
3.57sqm or thereby  
100mm dia supply pipe shown RED  
100 mm dia. Outfall shown RED

15 SEP 1995

30 MAR 1995