

09/9972

Books of Council and Session

Extract Registered 12 Mar 2009

MINUTE OF AGREEMENT

HUGH MACDONALD
VIEWFIELD GARDEN COLLECTIVE

REGISTERS OF SCOTLAND



[Deed Extract]

Registers of Scotland

09/9972

AT EDINBURGH the Twelfth day of March Two thousand and nine the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and execution and is registered in the said Books as follows:-

MINUTE OF AGREEMENT

Between

HUGH MACDONALD, residing at Viewfield House, Portree, Isle of Skye (hereinafter referred to as "the first party")

And

ROSALIND VICKI SAMUELS, residing at Thirty six Bernisdale, Portree, Isle of Skye IV51 9NS, VALERIE MACDONALD NASH, residing at Twenty five Matheson Place, Portree, Isle of Skye IV51 9JA, ROSEMARIE KAY SOMERVILLE, residing at Beul na Mara, Skeabost Bridge, Portree, Isle of Skye IV51 9TW respectively being the Chairperson, Treasurer and Secretary of Viewfield Garden Collective (who and whose successors in office are hereinafter referred to as "the second party")

WHEREAS the first party has agreed to permit the second party to occupy the subjects aftermentioned and that on the following terms and conditions; Now therefore the first party and the second party have agreed and hereby agree as follows:-

(FIRST)

The first party shall permit the second party, their agents and invitees to occupy that part of the garden ground of Viewfield House, Portree, Isle of Skye and bounded as follows; A-B by the centre line of the fence lying between other subjects belonging to the first party and the garden shelterbelt; B-C by the centre line of the existing iron fence; C-D by the centre line of the fence lying between the subjects and those subjects occupied by Skye Shrubs Limited; D-E by the inside edge of the existing beech hedge; E-F-G by the inside edge of the existing hawthorn hedge; G-A by the outer face of the rear wall of the implement shed belonging to the first party, which lettering is shown marked upon and which subjects are shown partly hatched in red and partly hatched in blue on the plan annexed and signed as relative hereto (hereinafter referred to as "the subjects") together with (a) rights of access to the subjects, both pedestrian and vehicular, over that part of the driveway leading to Viewfield House lying between the gateway adjacent to the public roadway up to the entrance to the car park currently occupied by Skye Shrubs Limited and not over any other part of the said driveway leading to Viewfield House, and (b) a

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pedestrian right of access only over the recognised footpaths formed by the second party leading to the subjects and that for the period of eleven months only during each calendar year from 15th January to 15th December for each of the 10 years 2009 until 2018 (both inclusive), unless this Agreement is terminated in terms hereof, commencing as at 15th January 2009, notwithstanding the date or dates of execution hereof.

- (SECOND) No rent shall be payable by the second party to the first party.
- (THIRD) Without prejudice to any specific uses listed in this agreement the second party shall occupy the subjects generally in connection with their charitable objects, namely (a) to advance citizenship and community development by restoring and maintaining natural landscapes, access paths and community gardens which are open to the general public, and (b) to provide a supportive work environment and training in horticulture for excluded groups of people, particularly those suffering from mental health issues.
- (FOURTH) The second party shall be entitled to terminate this agreement at any time on giving the first party not less than 6 months prior written notice to that effect. The first party shall be entitled to terminate this Agreement prior to the contractual date of expiry of 15th December Two thousand and eighteen if the second party is in material breach of their obligations in terms of this Agreement, declaring however that in the event of the first party deeming that the rights granted in favour of the second party in terms of this Minute of Agreement are causing undue disturbance to the first party, his guests or invitees or are adversely affecting the amenity of the adjoining subjects belonging to the first party or the business carried on by him, as to which the first party shall be the sole judge, then in that event the first party shall be entitled to terminate this Agreement upon giving not less than six months notice in writing to the second party and upon such termination neither party shall be liable to the other in any way other than any outstanding obligations on the second party to fulfil any unimplemented obligations in terms of this Minute of Agreement, and further the second party shall remove all items belonging to them and situated upon the subjects if so requested by the first party and that on or before the said termination date.
- (FIFTH) The second party undertakes not to fell any trees, to construct any buildings or to carry out any similar forms of construction within the subjects without the prior written consent of the first party. In addition, the second party shall not carry out any works of hard landscaping within the subjects without first having informed the first party.
- (SIXTH) Notwithstanding the terms of the foregoing clauses (THIRD) and (FIFTH) the second party shall be permitted to carry out the

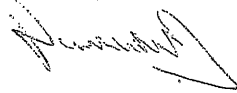
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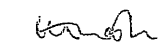
following works within the subjects, without requiring the consent of the first party, namely:

- a. to create an area within the subjects for growing fruit, vegetables and flowers in an organic manner where possible and thereafter to sell the produce of that area locally (meaning either within a designated area forming part of the subjects or within the vicinity of Portree, Isle of Skye and its environs). For the avoidance of doubt, the proceeds of sale of such produce shall be the property of the second party, and
- b. to restore as far as possible the old gardens.

- (SEVENTH) Access for all purposes to the subjects shall be reserved to the first party and to his paying and private guests staying at Viewfield House, Portree, Isle of Skye. Said right of access shall be exercised in such a way as to cause the least possible inconvenience to the second party, their agents and invitees.
- (EIGHTH) The second party shall be obliged to take out and maintain appropriate public liability insurance cover in relation to the subjects.
- (NINTH) In relation to the negotiation, preparation and execution of this Minute of Agreement the first party shall pay a total contribution of £250 plus VAT towards their own legal expenses and outlays. The second party shall pay the remainder of the first party's reasonable legal expenses and outlays and shall also pay their own legal expenses and outlays.
- (TENTH) The first party and the second party consent to the registration of this Minute of Agreement for preservation as well as execution: IN WITNESS WHEREOF these presents printed on this and the two preceding pages together with the plan annexed are executed as follows that is to say they are signed by the said Hugh MacDonald, Rosalind Vicki Samuels, Valerie MacDonald and Rosemarie Kay Somerville together at Portree, Isle of Skye on Twentieth February, Two Thousand and Nine in the presence of Alyce Emily Forde of Laundry Cottage, Viewfield House, Portree, Isle of Skye.

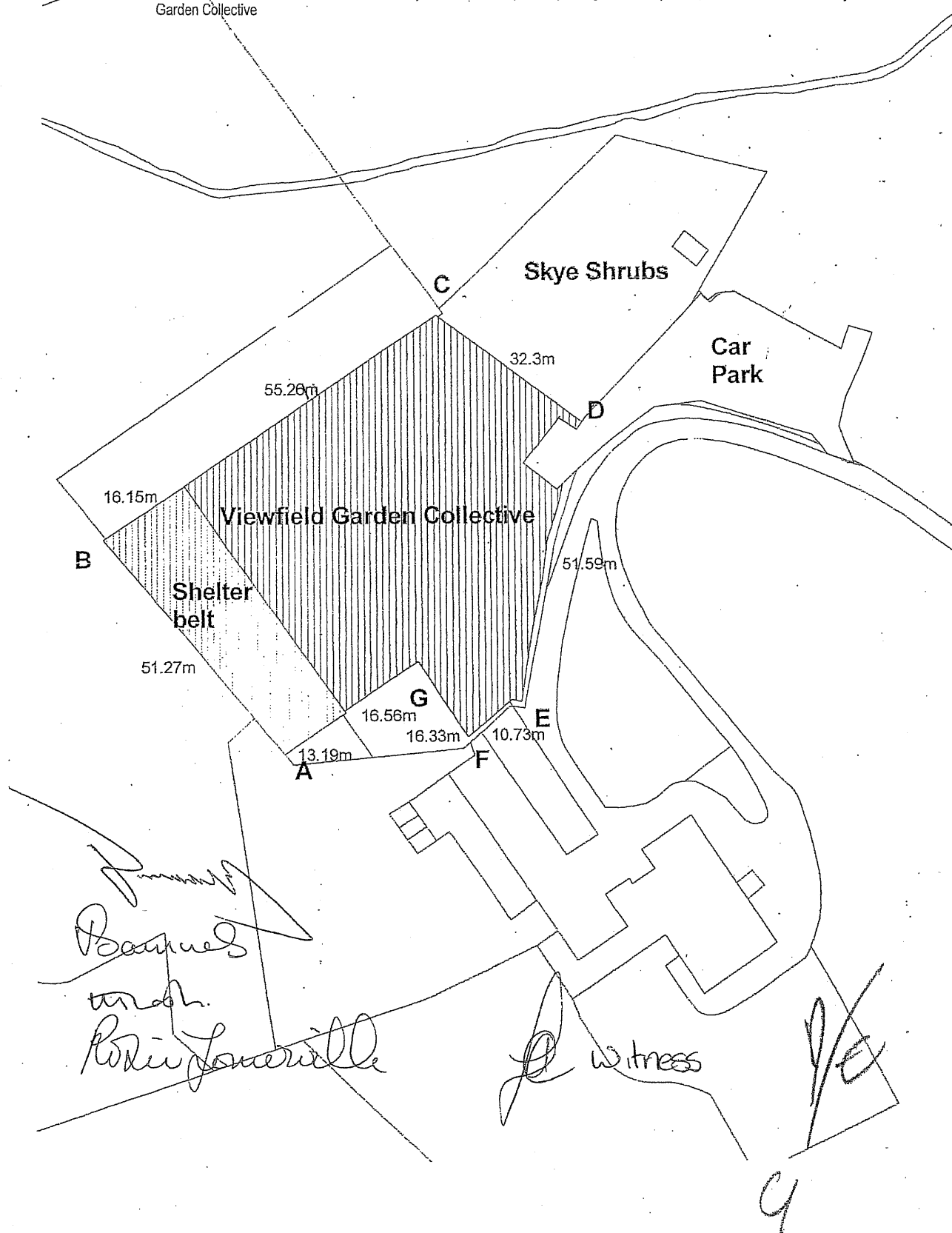
 witness


MacDonald


Rosalind Vicki Samuels

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This is the plan referred to in the foregoing Minute of Agreement entered into between Hugh Macdonald and Rosalind Vicki Sarhuels, Valerie Macdonald Nash and Rosemarie Kay Somerville, respectively being the Chairperson, Treasurer and Secretary of Viewfield Garden Collective



And the said Lords grant Warrant for lawful execution hereon.

EXTRACTED by me having commission to that effect from the Keeper of the Registers of Scotland.

Tracey Lupton