

MINUTE of AGREEMENT

between

WEST LOTHIAN COUNCIL, incorporated under the Local Government Etc. (Scotland) Act 1994, and having its Headquarters at West Lothian House, Almondvale, Livingston (who and whose successors are hereinafter referred to as "the Council")

and

BEAZER HOMES (SCOTLAND) LIMITED, a Company incorporated under the Companies Acts and having its Registered Office at Fifty-four Grahams Road, Falkirk (who and whose successors are hereinafter referred to as "the Developers")

CONSIDERING THAT the Developer has constructed a housing development on those subjects known as and comprising Sheriffs Park and Bailielands, Linlithgow, in the County of West Lothian shown outlined in red on the plan annexed and subscribed as relative hereto, and as part of that development, the Developer has also to the satisfaction of the Council constructed soft landscaping areas shown outlined and hatched green on the aforesaid plan; and FURTHER CONSIDERING that the Council is the Leisure Services for the Area of West Lothian and whereas the Developer has requested the Council to undertake the maintenance and replacement (as necessary) of the said soft landscaping areas; NOW THEREFORE, the parties have agreed and do hereby agree as follows:-

FIRST The date of commencement of this Agreement shall be the latest of the following dates -

- (a) The payment to the Council by the Developer of the sum of FIVE THOUSAND, FIVE HUNDRED AND FORTY-ONE POUNDS AND EIGHTY-TWO PENCE (£5,541.82) STERLING;

(b) The signing of this Agreement by the Developer or,

(c) The signing of this Agreement by the Council.

SECOND Subject always to the provisions of Clauses THIRD to SEVENTH hereof, the Council shall undertake as from the date of commencement of this Agreement, the maintenance and replacement (if necessary) of the following -

(a) The trees established within the areas shown outlined and hatched green on the aforesaid plan;

THIRD The Council reserves the right to make any changes at its sole discretion it deems desirable in the landscaping of the areas taken over for maintenance in terms hereof and will be entitled to either remove or re-locate any play area, surface, fence or equipment, or to replace any play area surface, fence or equipment with different types of equipment.

FOURTH The Council shall have no responsibility for problems arising from surface or underground drainage or the absence or failure thereof.

FIFTH The Council shall have no responsibility for reinstatement of any damage caused directly or indirectly by the owners of the areas being maintained, or any person or persons acting with their authority, express or implied, or any statutory undertakers, or any other third party acting under a right, statutory or otherwise, in connection with the laying, maintenance and replacement of any pipe(s), cables or others and any similar operations which in any way disturb the condition or stability of the surface of the said areas.

SIXTH This Agreement shall endure in perpetuity unless altered or

terminated by the agreement of both parties hereto or their successors.

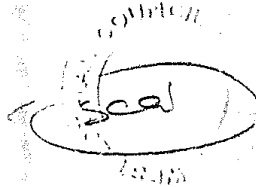
SEVENTH The Developer shall be solely responsible for the cost of registration hereof including any stamp duty payable and the cost of obtaining two extracts of the Agreement.

EIGHTH Both parties consent to the registration hereof for preservation in the Books of the Lords of Council and

Session: IN WITNESS WHEREOF these presents consisting of this, the two preceding pages and the plan annexed and signed as relative hereto are signed for and on behalf of the said Beazer Homes (Scotland) Limited by Agnes Boyle Clow and Alexander Anderson, both Directors of the Company at Falkirk on the Tenth day of April Nineteen Hundred and Ninety Six before these witnesses Neil Davidson, Architectural Technician and Joanne Brindley, Landscape Architect, both in the employment of the Company at Falkirk; and they are sealed with the Common Seal of the said the West Lothian Council and signed for and on its behalf by Gordon Robert Bruce Blair, Administration and Legal Manager at Livingston on the Twenty Fourth day of the month and year lastmentioned.

1ST. SIGNATORY:

Agnes Boyle Clow
Director



Gordon Robert Bruce Blair
ARBB

2ND. SIGNATORY:

Alexander Anderson
(DIRECTOR)

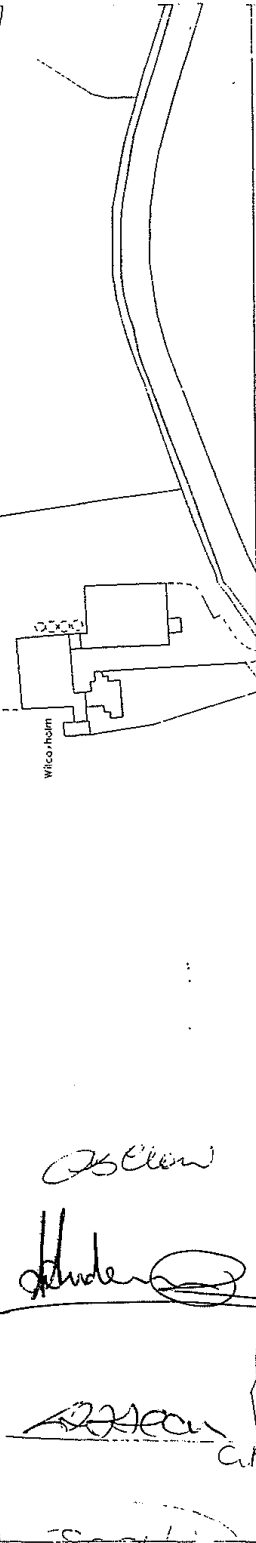
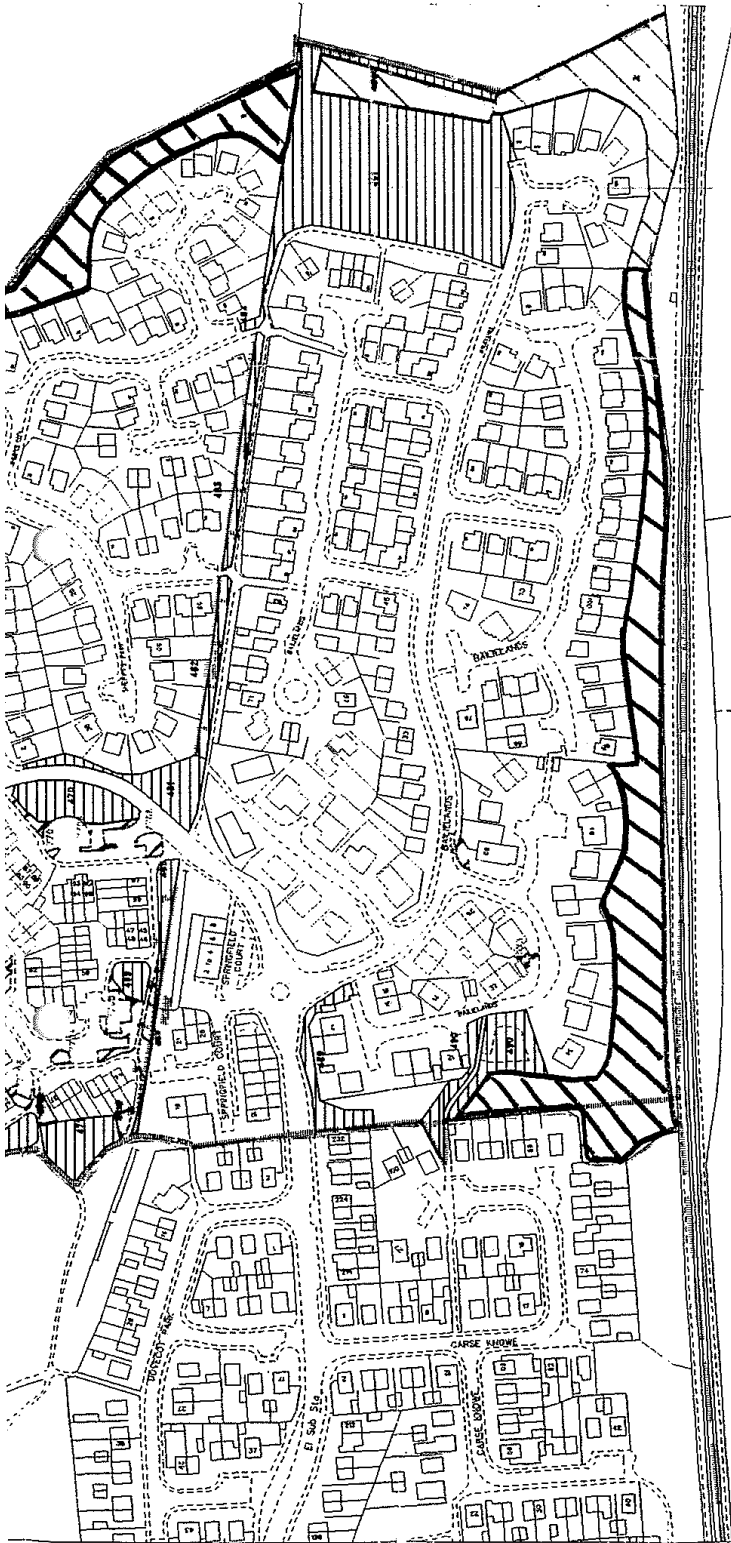
1ST. WITNESS:

Neil Davidson

N. DAVIDSON
SEN. ARCHITECT.

2ND WITNESS:

Joanne Brindley
JOANNE BRINDLEY
LANDSCAPE ARCHITECT.



<p>WEST LOTHIAN D.C. - LEISURE SERVICES</p>		Scale 1: 2700	<p>4</p> <p>N</p>
		Date 23/03/95	
<p>LINLITHGOW (LIN-34)</p> <p>PLAN AREA 9</p> <p>SITE OVERVIEW</p>		<p>VER 4</p> <p>NT01567715</p>	
<p>Reproduced from the Ordnance Survey with the sanction of the Controller of H.M. Stationery Office Crown Copyright reserved</p>		<p>WEST LOTHIAN DISTRICT COUNCIL ENVIRONMENTAL HEALTH AND LEISURE SERVICES</p>	

As Clew

[Signature]

[Signature]

[Signature]

This is the plan referred to in the foregoing
Minute of Agreement between The West Lothian
[redacted] Council and Beazer Homes (Scotland)
Limited

