

MANAGEMENT AGREEMENT

between

WEST LOTHIAN DISTRICT COUNCIL, incorporated under the Local Government (Scotland) Act 1973 and having its District Headquarters at South Bridge Street, Bathgate (who and whose successors are hereinafter referred to as the "Council")

and

BEAZER HOMES (SCOTLAND) LIMITED, based at 54 Grahams Road, Falkirk (hereinafter referred to as the "Developer")

CONSIDERING that the Developer has constructed a housing development on those subjects known as/comprising is **Sheriffs Park, Springfield, Linlithgow Phase 1** shown outlined in red on the Landscape Plan annexed and subscribed as relative hereto and as part of that development the Developer is also to the satisfaction of the Council constructing soft landscaping areas and FURTHER CONSIDERING that the Council is the Leisure and Recreation Authority for the District Council of West Lothian and WHEREAS the Developer has requested the Council to undertake the maintenance and replacement (as necessary) of the said play areas and soft landscaping areas NOW THEREFORE the parties have agreed and do hereby agree as follows:-

FIRST

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

- a. the payment to the Council by the Developer of the sum of £12,857.
 - b. the signing of this Management Agreement by the Developer,
- or
- c. the signing of this Management 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 Management Agreement, the maintenance of the following areas and the replacement (if necessary) of grass shown shaded green on the said plan annexed and subscribed as relative hereto, shrubs shown shaded brown on the said plan annexed and subscribed as relative hereto or flowers or other cultivated vegetation therein all are situated at the aforesaid.

Sheriffs Park, Springfield, Linlithgow Phase 1

THIRD

The Council reserves the right to make any changes which, at its sole discretion, it deems it desirable in the landscaping of any of the areas listed in Clause SECOND hereof for which the Council is hereby accepting responsibility for maintenance.

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

FIFTH This Management Agreement shall ensure in perpetuity, unless altered or terminated by the agreement of the parties hereto or their successors.

SIXTH The Developer shall be solely responsible for the costs of Registration, including any stamp duty payable and for the cost of obtaining two extracts of the Agreement.

SEVENTH Both parties consent to registration hereof for preservation in the Books of the Lords of Council and Session: IN WITNESS WHEREOF

REGISTER in the BOOKS of the Lords of COUNCIL and SESSION for PRESERVATION.

Solicitor, Bathgate

Agent

Agent

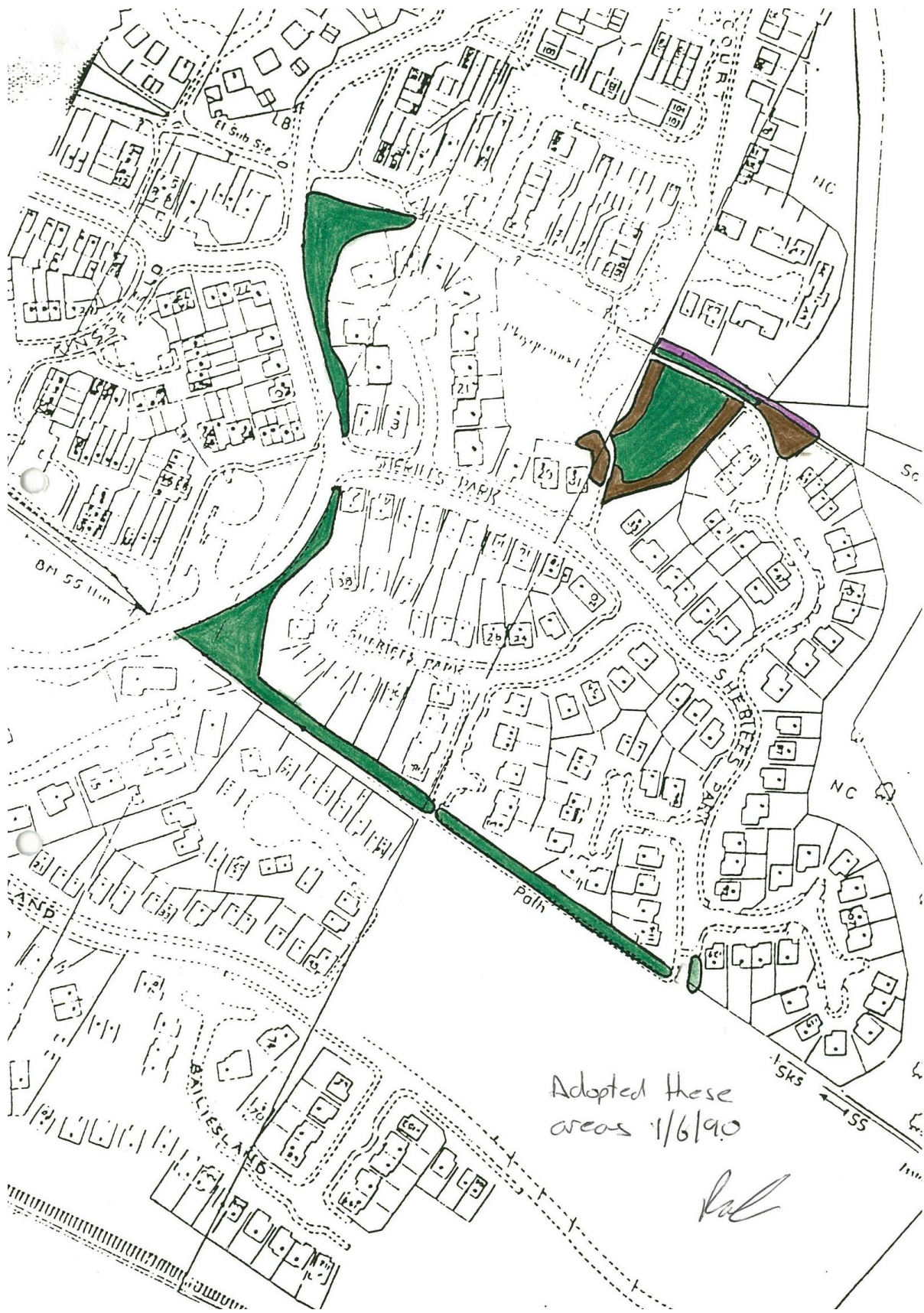
MINUTE OF AGREEMENT
between
THE WEST LOTHIAN DISTRICT COUNCIL
and

Subjects:-

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Iain M Richards
Depute Director of Administration
(Legal Services)
St. David House
South Bridge Street
Bathgate

O6/RC/KW



Adopted these areas 1/6/90

pal