

LOCAL NATURE RESERVE

HARPERRIG RESERVOIR

AGREEMENT

between

WEST LOTHIAN COUNCIL constituted under the Local Government Etc (Scotland) Act 1994 and having their Principal Offices at West Lothian Civic Centre, Howden South Road, Livingston, West Lothian EH54 6FF (who and whose statutory successors as proprietors of the subjects (as hereinafter defined) for the Local Government Area of West Lothian are hereinafter referred to as "West Lothian");

and

THE CITY OF EDINBURGH COUNCIL, the Local Authority for the said city in terms of the Local Government Etc (Scotland) Act 1994 and having their Principal Office at City Chambers, High Street, Edinburgh (hereinafter called "Edinburgh")

each a "party" and together the "parties".

WHEREAS:

- FIRST Edinburgh are heritable proprietors of that area of ground lying at Harperrig in the County of West Lothian extending to Ninety six (96) Hectares or thereby and shown delineated and outlined in red on the plan annexed and executed as relative hereto (which area of land is hereinafter referred to as "the West Lothian Land").
- SECOND West Lothian intends to secure the provision of a local nature reserve on the Edinburgh Land which is to be called the Harperrig Local Nature Reserve all in terms of Section 21 of the National Parks and Access to the Countryside Act 1949 ("the Act").
- THIRD West Lothian and Edinburgh have mutually agreed to enter into this Agreement in accordance with the provisions of part III of the Act as amended.
- FOURTH West Lothian have consulted with Scottish Natural Heritage over the establishment of the Harperrig Local Nature Reserve.

Now therefore it is hereby agreed between the parties hereto as follows:-

- (One) West Lothian shall, under the provisions of Section 19 of the Act, declare the said area of land at Harperrig Reservoir as a Local Nature Reserve.

- (Two) The Harperrig Local Nature Reserve shall be maintained by a Local Management Group as set out in this Agreement, as a nature reserve within the meaning of Section 15(a) and (b) of the Act.
- (Three) West Lothian and Edinburgh shall set up a Local Management Group for the purposes of managing the Harperrig Local Nature Reserve. The Local Management Group shall manage the Harperrig Local Nature Reserve in accordance with the objective and management policies stated in the Harperrig Local Nature Reserve Management Plan 2009 - 2014. The Local Management Group shall regularly review and update the Harperrig Local Nature Reserve Management Plan and report progress to West Lothian and Edinburgh. The Local Management Group will comprise the following members:-
- (a) For West Lothian, two representatives;
 - (b) For Edinburgh, two representatives;
 - (c) To represent the owners of land around Harperrig Reservoir, and local residents, a minimum of two and maximum of four representatives.
- (Four) The purpose of the Harperrig Local Nature Reserve Management Plan will be to create policies and objectives regarding the Reserve being managed as a Local Nature Reserve. Such policies and objectives will be subject to the rights and provisions of this Agreement.
- (Five) Edinburgh or West Lothian may carryout works on the Harperrig Local Nature Reserve without the requirement that the Local Management Group be informed. Where appropriate however, either party shall give prior notification to the Local Management Group of the nature and timing of any such work. For the avoidance of doubt, if Edinburgh or West Lothian are of the opinion that works are required for repair, maintenance, improvement, safety and security to any services or to any part of the Harperrig land they shall be permitted, without prior consultation with the Local Management Group to carryout such works as they deem fit.
- (Six) Nothing in this Agreement shall impose (a) any obligation on West Lothian for the maintenance, repair or renewal of any boundary fences on the Edinburgh land.
- (Seven) Either party shall be entitled to terminate this Agreement by giving to the other Twelve months prior written notice to that effect. In such an event (1) the Management Group will be dissolved and (2) Edinburgh will be bound to make a declaration in terms of Section 19(3) of the Act to the effect that (i) this Agreement is no longer in force; (ii) the Reserve as a Local Nature Reserve ceases to exist or be managed as a Local Nature Reserve and (iii) to take all necessary steps to ensure that the Local Nature Reserve ceases to exist.

(Eight) In respect of the governing law and jurisdiction, this Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of Scotland.

(Nine) The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Agreement consisting of this and the preceding two (2) pages, is executed as follows:

Subscribed for and on behalf of
THE CITY OF EDINBURGH COUNCIL by
.....
.....Full Name

Subscribed for and sealed on behalf of
WEST LoTHIAN COUNCIL by
.....
.....Full Name

at Edinburgh on the day
of 2010

at Livingston on the day
of 2010

before this witness:

..... Full Name
.....Address
.....
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