

DEED OF DEDICATION

DATED theday of 2013

BETWEEN SCOTTISH BORDERS COUNCIL constituted in terms of the Local Government etc (Scotland) Act 1994 and having principal offices at Council Headquarters, Newtown St Boswells, Melrose, TD6 0SA (“the Landowner”) (1) and Sport Scotland of xxx (“the Funder”) (2)

WHEREAS

- (A) the Landowner has agreed to a project being carried out on land belonging to the Landowner with the use of money to be provided by the Funder.
- (B) the Landowner has agreed to enter into this deed in recognition of the fact that the project is to be funded in whole or in part by the Funder.

NOW THEREFORE

1 Definitions

- 1.1 In this Deed the following words and phrases shall have the following meanings save where the context otherwise requires:

“the Land” means all that land edged red on the plan forming part and portion of All and Whole the subjects known as Haylodge Park, Peebles being the subjects conveyed to the former Burgh Council of Peebles in terms of a Disposition by xxxxxxxx and registered in the Register of Sasines for the County of Peebles on date of recording

“the plan” means the plan attached hereto

“the project” means the project to be funded under ref xxx and subject to the Funder’s standard conditions of grant

- 1.2 Unless the contrary intention is expressed the defined terms in the standard conditions shall have the same meaning here.

- 1.3 Unless the contrary intention appears references to this deed to:

1.3.1 parties and other persons will include their successors and assigns

1.3.2 an obligation of the Landowner to do something shall include an obligation to procure that is done and an obligation not to do something shall include an obligation not to permit, suffer or allow it; and

1.3.3 a defined term shall include each and every part

- 2 In consideration of the Funder funding the project, the Landowner hereby undertakes to the Funder that in respect to of the Land, the Landowner will:

- (a) not without the prior written consent of the Funder, assign, transfer or charge the Land or grant any security, lease or licence, agree to grant any lease or license or enter into or permit any parting with possession or sharing arrangements whatsoever in respect of the Land;
- (b) not, save with the prior written consent of the Funder, to use the Land other than for the purpose of the project; and

(c) not damage or destroy the project.

3 The Funder may assign the benefit of this Deed to such person as it thinks fit.

4 4.1 The Landowner represents that it has the power to execute and deliver this Deed and the execution and performance of this Deed has been validly authorised and that this Deed will be valid, legal and binding on the Landowner.

4.2 Without prejudice to any right or remedy of the Funder for breach of the undertaking occurring before the expiration of this deed, this deed shall expire ...ten..... years from the date of this Deed.

5 The Landowner consents to and will arrange for registration hereof for preservation and execution

Executed as a Deed by Sport Scotland by

.....
Chief Executive

Date:

Witness:

Address:

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Executed for and on behalf of SCOTTISH BORDERS COUNCIL by

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Legal and Licensing Services Manager

Date:

Witness:

Address:

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