

DATED

14th March

2008

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL (1)

BAE SYSTEMS PLC (2)

BOVIS HOMES LIMITED (3)

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990
Section 278 of the Highways Act 1980
Sections 111 and 120 of the Local Government Act 1972 and other
statutory provisions relating to land at Northfield Filton Aerodrome Patchway

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The Council Offices
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Reference L3/SAGR/PT.3132

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THIS AGREEMENT is made the 14th day of March two thousand and eight

B E T W E E N SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL of The Council Offices Castle Street Thornbury South Gloucestershire BS35 1HF ("the Council") of the first part **BAE SYSTEMS PLC** whose registered office is at 6 Carlton Gardens London SW1Y 5AD (Company Registration Number 01470151) ("the Owner") of the second part and **BOVIS HOMES LIMITED** whose registered office is at The Manor House North Ash Road New Ash Green Longfield Kent DA3 8HQ (Company Registration Number 00397634) ("the Developer") of the third part

INTERPRETATION

In this Agreement unless the context indicates otherwise:

1. Any reference to the parties or any other legal or natural person shall include his her its or their heirs assigns and successors in title and in the case of any local authority shall also include any successor in function
2. Any covenants obligations or other commitments given by more than one party shall be joint and several
3. Where the Owner and the Developer is not a body corporate then neuter words shall include the masculine or feminine gender (as the case may be) and singular words shall include their plural numbers and references to the Owner/Developer shall mean such of the Owner and or the Developer as appropriate and shall include their successors in title and assigns
4. The headings throughout this agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Agreement

DEFINITIONS

The words and expressions below shall mean as follows:

- 1.1. The "Act" shall mean the Town and Country Planning Act 1990 and that and any other reference to the Act shall include any amending or replacing legislation for the time being in force
- 1.2. The "Application Land" shall mean the land situate at Northfield Filton Airport in South Gloucestershire shown edged red on Plan Number 1 in respect of which the Owner/Developer has made the Planning Application
- 1.3. The "Conditions" shall mean those conditions attached to the Planning Permission
- 1.4. "Bond" means a bond in the form set out in Annex 3 unless otherwise agreed between the Council the Owner and the Developer
- 1.5. "Bonded Obligations" means those obligations which are set out in Clause 18 and the table in Annex 3 and calculated in accordance with the terms of this Agreement
- 1.6. The "Chief Financial Officer" shall mean the Council's Chief Financial Officer for the time being or his duly appointed agent
- 1.7. "Design and Access Statement" means the Design and Access Statement for North Field final version dated December 2007
- 1.8. "Development" shall mean such development that may be authorised by any planning permission granted in respect of planning application PT03/3143/O PROVIDED THAT planning application PT03/3143/O is an application to develop mixed-use development across 81.25 hectares of land comprising 2,200 new dwellings 66,000 square metres of employment floor space (B1 B2 and B8) 1,500 square metres of A1 A2 A3 A4 and A5 floor space together with the provision of supporting infrastructure and facilities including new vehicular and pedestrian accesses alterations to Highwood Road new link road public open space primary school community building and hotel
- 1.9. The "Director" shall mean the Council's Director of Planning Transportation and Strategic Environment for the time being or his duly appointed agent

- 1.10. The **"Director of Community Services"** shall mean the Council's Director of Community Services for the time being or his duly appointed agent
- 1.11. The **"Director for Children and Young People"** shall mean the Council's Director for Children and Young People for the time being or his duly appointed agent
- 1.12. The **"Director of Community Care and Housing"** shall mean the Council's Director of Community Care and Housing for the time being or his duly appointed agent
- 1.13. **"Dwelling"** shall mean an individual self-contained unit of residential accommodation constructed pursuant to the Development
- 1.14. **"Exempt Infrastructure and Site Preparation Works"** shall mean those works described on the list of exempt infrastructure and site preparation works submitted by the Owner/ Developer and approved by the Council pursuant to condition 45
- 1.15. The **"Land"** shall mean the land registered at Land Registry under title number AV220703 situate at Northfield, Filton Airport in South Gloucestershire shown edged red on Plan Number 2 in respect of which the Owner/Developer has made the Planning Application
- 1.16. The **"Neighbourhood Centre"** shall mean the area of the land shown as such on Plan Number 3
- 1.17. **"Plan Number 1"** shall mean the plan annexed to this Agreement and numbered 1
- 1.18. **"Plan Number 2"** shall mean the plan annexed to this Agreement and numbered 2
- 1.19. **"Plan Number 3"** shall mean the plan annexed to this Agreement and numbered 3
- 1.20. The **"Planning Application"** shall mean the application made by the Owner/Developer to the Council (reference number PT03/3143/O) for planning permission to develop the Application Land for major mixed-use development across 81.25 hectares of land comprising 2,200 new dwellings 66,000 square metres of employment floor space (B1 B2 and B8) 1,500 square metres of A1 A2 A3 A4 and A5 floor space together with the provision of supporting infrastructure and facilities including new vehicular and pedestrian accesses alterations to Highwood Road new link road public open space primary school community building and hotel
- 1.21. The **"Planning Permission"** shall mean the permission which may be granted by the Council pursuant to the Planning Application in the form set out in Annex 15
- 1.22 **"Reserved Matter Permission"** means a permission granted in respect of a Reserved Matter Application
- 1.24 **"Reserved Matters Application"** shall mean any one or more applications to the Council for approval of reserved matters pursuant to the Planning Permission
- 1.25 **"Remediation Application"** means an application for planning permission in respect of the Land the object of which is to remove or otherwise render harmless contamination in on or under the Land and prepare the Land for the Development
- 1.26 **"Surety"** means a bank or other reputable financial institution who shall be approved by the Council prior to the provision of a Bond Provided That once the Council have approved a surety the Owner/Developer shall be entitled to assume that such surety will continue to be acceptable to the Council unless the Council has informed it/them to the contrary in writing

WHEREAS:

- (1) The Owner is seised of an estate in fee simple absolute in possession in respect of the part of the Land outlined in blue on Plan 2 free from incumbrances (the "Owner's Land") and the Developer is seised of an estate in fee simple absolute in possession in respect of the part of the Land outlined in green on Plan 2 free from incumbrances (the "Developer's Land")

