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ADDITIONAL INFORMATION :
<p><u>Thanks</u></p>

Incomplete/no information: please return to .....

PT03/3143/0

DATED

20<sup>th</sup> May

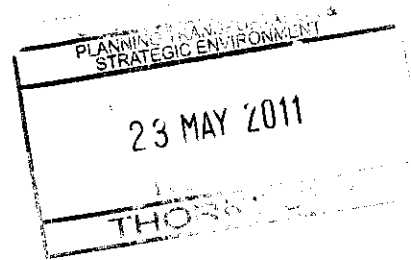
2011

**SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL (1)**

and

**BOVIS HOMES LIMITED (2)**

**DEED OF VARIATION**



of an Agreement made under Section 106 of the Town and Country Planning Act 1990 dated 14 March 2008 made between South Gloucestershire District Council (1) BAE Systems Plc (2) and Bovis Homes Limited (3) as varied by Deeds of Variation between South Gloucestershire District Council (1) and Bovis Homes Limited (2) dated 01 March 2010 and 30 March 2010 and 6 August 2010 and the Deeds of Variation between South Gloucestershire District Council (1) Bovis Homes Limited (2) and BAe Systems Plc (3) dated 29 January 2010 relating to land at Northfield Filton Patchway

This Deed of Variation is made the *Twentieth* day of *May* 2011

Between:

- (1) **SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL** of The Council Offices Castle Street Thornbury South Gloucestershire BS35 1HF ("the Council") of the first part and
- (2) **BOVIS HOMES LIMITED** whose registered office is at The Manor House North Ash Road New Ash Green Longfield Kent DA3 8HQ (Co. Registration Number. 00397634) ("the Developer") of the second part

## 1 Background

This Deed of Variation is made supplemental to an agreement dated 14 March 2008 between (1) South Gloucestershire District Council (2) BAE Systems Plc and (3) Bovis Homes Limited made under Section 106 of the Town and Country Planning Act 1990, Sections 111 and 120 of the Local Government Act 1972 and section 2 of the Local Government Act 2000 and other statutory provisions as varied by Deeds of Variation between the Council (1) and the Developer (2) dated 01 March 2010 and 30 March 2010 and 6 August 2010 and the Deeds of Variation between the Council (1) the Developer (2) and BAe Systems Plc (3) dated 29 January 2010 relating to land at Northfield Filton Patchway

## 2 Introduction

Terms and expressions defined in the Principal Agreement shall unless the context otherwise requires have the same meaning when used in this Deed.

- (A) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 ('the Act') and the Highway Authority for the area within which the Land is situate
- (B) This Deed is supplemental to the Principal Agreement (as herein defined)
- (C) The Planning Obligations contained within the Principal Agreement and created by this Deed are enforceable by the Council as local planning authority
- (D) Clause 4.2.1 of the Principal Deed defines Schedules 5 9 12 13 14 15 16 17 and 18 as "Developer Only Schedules" and confirms that the Owner shall not be required to observe the obligations in the Developer Only Schedules and that the Owner's Land shall not be bound by the obligations in those Schedules
- (E) Clause 4.2.2 of the Principal Agreement defines Schedules 1 2 3 4 6 7 8 10 11 and 19 as "Owner/ Developer Schedules" and confirms the Owner's and the Developer's Land shall be bound by the obligations in those Schedules

(F) The Principal Agreement is varied by this Deed so that any additional Dwellings will not attract S106 contributions, but will remain subject to the provisions relating to affordable housing

(G) Certain of the contributions to be paid under the Principal Agreement shall be varied and reduced

### 3 Interpretation

3.1 "Principal Agreement" means the agreement dated 14 March 2008 between (1) the Council (2) BAe Systems Plc and (3) the Developer made under Section 106 of the Town and Country Planning Act 1990 Sections 111 and 120 of the Local Government Act 1972 and section 2 of the Local Government Act 2000 and other statutory provisions as varied by Deeds of Variation between the Council (1) and the Developer (2) dated 1 March 2010 and 30 March 2010 and 6 August 2010 and the Deeds of Variation between the Council (1) The Developer (2) and BAe Systems Plc (3) dated 29 January 2010 relating to land at Northfield Filton Patchway

3.2 "Plan Number 6" shall mean the plan numbered "6" attached to this Deed

3.3 Terms and expressions defined in the Principal Agreement shall unless the context otherwise requires have the same meaning when used in this Deed

3.4 The Interpretation and Definitions clauses of the Principal Agreement shall be incorporated into this Deed as if the same was set out herein in full

3.5 On 16 November 2007 the Developer acquired that part of the Land now registered with title number GR314376 from the Owner by way of transfer of the freehold of that parcel of Land

3.6 On 17 July 2009 Arlington Business Parks GP Limited (Arlington) acquired that part of the Owner's Land contained in title number GR336266 (as shown for identification purposes only shaded blue on Plan Number 6) from BAe Systems PLC

3.7 On 14 January 2011 Sovereign acquired that part of the Land contained in title GR314376 (as shown for identification purposes only edged in yellow on Plan Number 6) from the Developer ("the Yellow Land")

3.8 The parties hereto are content that none of the provisions of this Deed place any

additional burden or obligation upon either BAe Systems PLC or Arlington or Sovereign and this deed shall not affect those parts of the Land shown as plot numbers 25, 74, 28, 64, 67, 69, 70, 71, 72, 91, 95, 99, 100, 101, 102, 103, 104 and 105 on drawing number 0055-2-201 Rev 6 approved pursuant to Reserved Matters

3.9 The parties have agreed to vary the Principal Agreement in accordance with the terms of this Deed

application  
reference  
PT0910765/2011

### 4 Operative Provisions

4.1 This Deed is entered into under Section 106(A)(1)(a) of the Act and creates planning obligations for the purposes of the Act and shall ~~bind the Land~~ (subject to clause 3-8 above) bind the land.

4.2 This Deed shall become effective upon the date of completion hereof

5 **Variation to the Principal Agreement**

5.1 It is hereby agreed by the parties that the terms of the Principal Agreement shall from the date hereof be amended as set out in this Deed

5.2 For the purposes of the words and clauses inserted into the Principal Agreement by this Deed the land shown edged green but excluding the Yellow Land on Plan Number 6 shall be described as "the Developer's Land" and in respect of the said land the Developer has agreed with the Council that the Principal Agreement shall be varied as set out in this Deed

6 **Variation of the Principal Agreement in relation to the Contribution to Off Site Public Open Space (Schedule 2)**

6.1 Part 2 paragraph 2.5 the following wording shall be deleted in its entirety "The Off Site Open Space Contribution has been calculated on the basis that 2,200 Dwellings will be constructed on the Application Land and in the event it is proposed that more than 2,200 Dwellings will be constructed on the Application Land the Owner/Developer will pay the Council an amended Off-Site Open Space Contribution (together with the additional sum calculated in accordance with paragraph 2.2 of this Part of this Schedule) in accordance with the timing set out in paragraph 2.1 of this Part of this Schedule and in accordance with the following formula:

A+B x C

Where:

A = number of Dwellings to be actually constructed

B = 2,200 Dwellings proposed to be constructed

C = £2,942,928.00 (index linked in accordance with paragraph 2.2 of this Part of this Schedule)"

7 **Variation of the Principal Agreement in relation to the Contribution to Community Facilities (Schedule 3)**

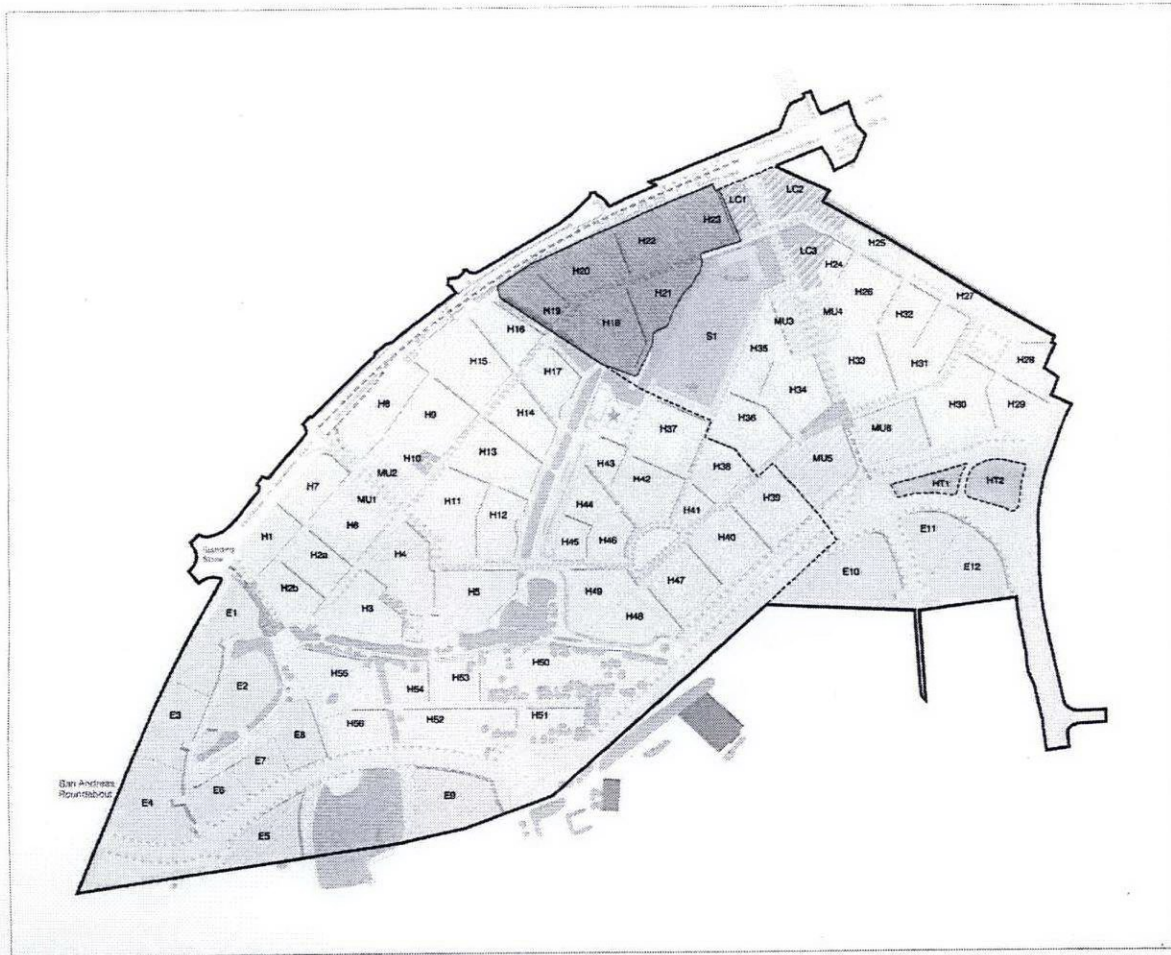
It is hereby agreed by the parties that the terms of Schedule 3 of the Principal Agreement shall from the date hereof be amended as set out below

7.1 Part 1 paragraph 1.1 The words "the Litter and Dog Bins Financial Contribution shall mean the sum referred to in Paragraph 3.1 of Part 2 of this Schedule" shall be deleted in its entirety

7.2 Part 2 paragraph 2.4. The following wording shall be deleted in its entirety

"The Sewer Baiting Financial Contribution has been calculated on the basis that 2,200 Dwellings will be constructed on the Application Land and in the event it is proposed that more than 2,200 Dwellings will be constructed on the Land the Owner/Developer will pay to the Council an amended Sewer Baiting Financial Contribution (together with an additional sum calculated in accordance with paragraph 2.2 of this Part of this Schedule) in accordance with the timing set out in paragraph 2.1 of this Part of this Schedule and in accordance with the following formula

A + B X C



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 Revision: \_\_\_\_\_ Date: \_\_\_\_\_

 Schedule 18 Land

Project  
 North Filton

Drawing Title  
 First Phase  
 Section 106 Plan 4

Date	Scale	Drawn by
01-11-10	1:5000(2A)3	PT
Project No	Drawing No	Revised
13957	1019	-

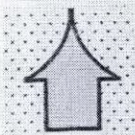
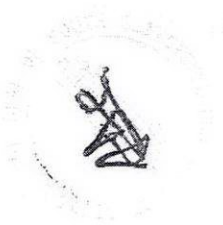
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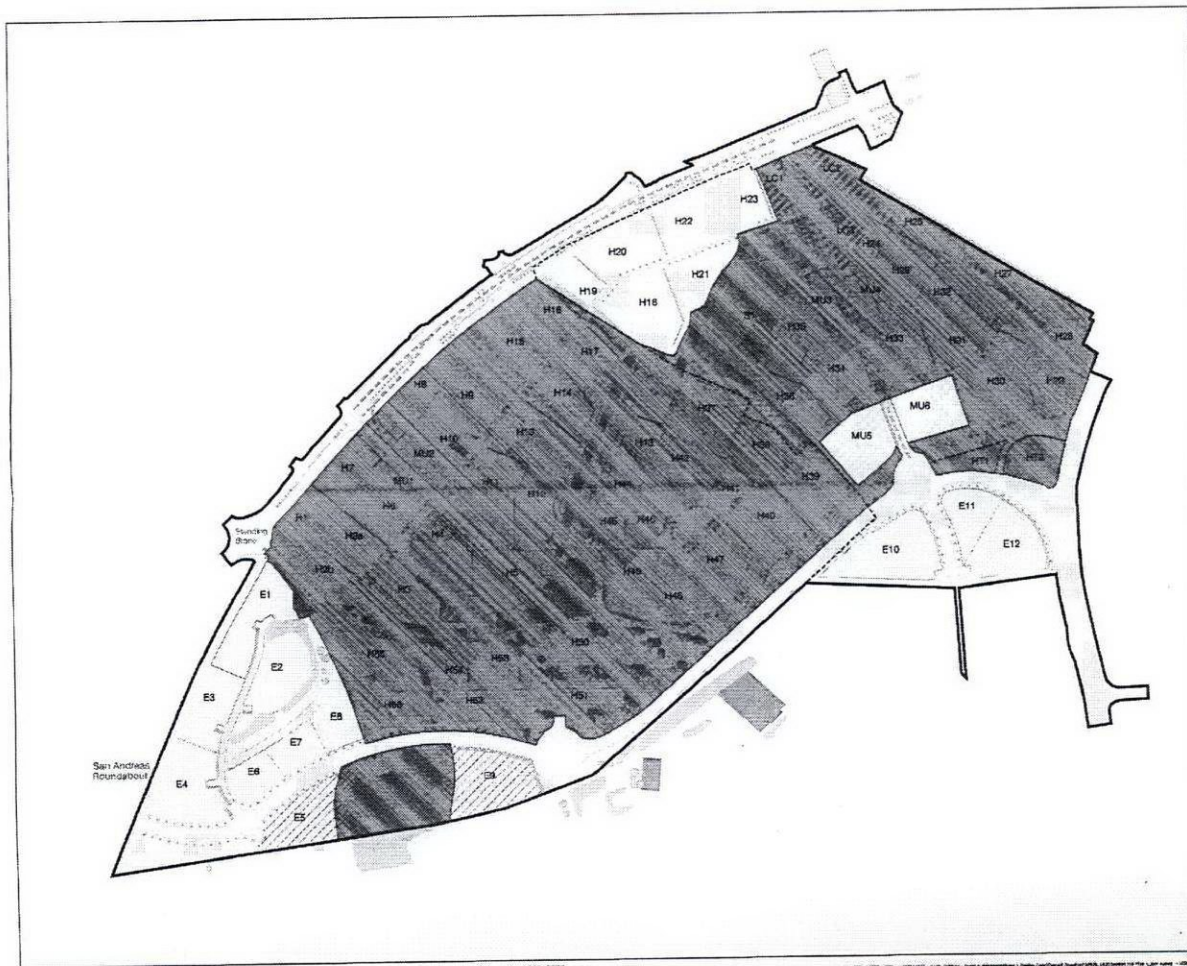


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 Revision:                      Date:                      Initial:

 Schedule 18A Land

North  
 North Filton

Drawing No:  
 First Phase  
 Section 106 Plan 5  
 Date:  
 01-11-10  
 Project No:  
 13957

Scale:  
 1:5000(0/40)  
 Drawing No:  
 1020  
 Drawn by:  
 PT  
 Checked by:  
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