



SHEPHERD+ WEDDERBURN

MINUTE OF AGREEMENT

Under Section 75 of The Town and Country Planning (Scotland Act) 1997

between

The Renfrewshire Council

and

BAE Systems (Property Investments) Limited

Subjects: Site of Former Royal Ordnance Factory, Bishopton

November 2012

CONTENTS

Clause	Page No
1. Definitions	1
2. Statutory Authorities	6
3. Conditionality	6
4. Affordable Housing	6
5. Education and Community Facilities	7
6. Bus Services	8
7. M8 Capacity Improvements	8
8. Station Road Improvements	9
9. Newton Road/Rossland Crescent Improvements	10
10. Kingston Road/ Greenock Road/Old Greenock Road Improvements	10
11. Park and Ride	11
12. Primary Healthcare Facility	11
13. Place of Worship	12
14. Energy Demand and Sustainable Energy	13
15. Sport, Recreation and Play Facilities	14
16. Landscaped Areas	15
17. Community Woodland Park	15
18. Employment Land	16
19. Remediation and Ecological Mitigation	16
20. Rail Bridge	16
21. Sustainable Urban Drainage Systems (SUDS)	17
22. Community Development Fund	17
23. Extraordinary Expenses in Maintaining the Road	17
24. Social Work Contribution	17
25. Disputes	18
26. Discharge	18
27. Notices	18
28. Miscellaneous	18
29. Provision of Information	19
30. Costs	19
31. Laws of Scotland	20
Schedule	21
Part 1 Agreements Subjects	21
Part 2 Education and Community Facility Specification	22

MINUTE OF AGREEMENT

between

THE RENFREWSHIRE COUNCIL, constituted under the Local Government etc. (Scotland) Act 1994 and having its principal office at Renfrewshire House, Cotton Street, Paisley (who and whose successors as local planning authority and local roads authority are hereinafter referred to as ("the Council"))

and

BAE SYSTEMS (PROPERTY INVESTMENTS) LIMITED, a company incorporated under the Companies Acts (Company Number 03653604) and having its registered office at Warwick House, PO Box 87, Farnborough Aerospace Centre, Farnborough, Hampshire GU14 6YU (who and whose successors as heritable proprietor of the Agreement Subjects are hereinafter referred to as "the Landowner").

CONSIDERING:

- (One) That the Council is the Planning Authority for the local government area of Renfrewshire in which the Agreement Subjects are situated in terms of Section 1 of the 1997 Act;
- (Two) That the Council as Planning Authority is entitled in terms of Section 75 of the 1997 Act to enter into an agreement with any persons interested in land in its district (insofar as the interest of that person enables him to bind the land) for the purpose of restricting or regulating the development or use of land, either permanently or during such period as may be prescribed by the agreement and any such agreement may contain such incidental and consequential provisions (including provisions of a financial character) as appear to the planning authority to be necessary or expedient for the purposes of the agreement;
- (Three) That the Landowner is heritable proprietor of the Agreement Subjects;
- (Four) That the Landowner and Redrow Homes (Scotland) Limited submitted the Planning Application to the Council under the 1997 Act, and the Planning Application was registered on 20 June 2006;
- (Five) That the Council has granted the Planning Permission and that this Agreement varies the Original Section 75 Agreement, which variation has been agreed between the parties;
- (Six) That this Agreement secures planning obligations which provide *inter alia* for the phasing and implementation of the Development including the funding and delivery of the pre-school and primary school facilities; the funding and delivery of affordable housing; the funding and delivery of transport improvements, footpaths and cycleways; the funding and delivery of healthcare facilities and sports recreation and play facilities; the reservation of land for place of worship; landscaped areas and woodland park; provision of employment land; preparation and submission of a design code; sustainability and energy saving strategy; remediation and management; and the extraordinary maintenance of roads.

NOW THEREFORE the parties hereto have agreed and do hereby agree as follows:-

1. Definitions

In this Agreement (including the foregoing preamble) where the context so admits the following expressions shall have the meanings set opposite to them: -

"1997 Act"	means the Town and Country Planning (Scotland) Act 1997 as varied or amended from time to time;
"Adopt"	means to add to the list of public roads prepared by the Council, as roads authority, in accordance with the Roads (Scotland) Act 1984 and Adopted and Adoption shall be construed accordingly;
"Affordable Housing"	means the housing described at Clause 4.2;

"Affordable Housing Land"	means land forming part of the Agreement Subjects and identified for the provision of Affordable Housing;
"Affordable Rent"	means a rent which is not more than 80% of the rent which could be achieved on the open market between a willing landlord and willing tenant;
"Affordable Units"	means a Residential Unit to be used for Affordable Housing;
"Agreement"	means this agreement together with the Schedule and Plan 1, Plan 2, Plan 3, Plan 4, Plan 5 and Plan 6;
"Agreement Subjects"	means the subjects shown for the purpose of identification only delineated in red on Plan 1, as more particularly described at Part 1 of the Schedule;
"Bishopton Community Trust"	means a trust whose trustees shall include representatives of the local community council, other community groups, the Council and the Landowner;
"Bishopton Recreation Ground"	means that area of land extending to approximately 3.71 hectares shown for indicative purposes only on Plan 6;
"Bus Service Contribution"	means the sum of SEVEN HUNDRED AND FOURTEEN THOUSAND POUNDS (£714,000) STERLING;
"Central Park Phase 1"	means that area of land extending to approximately 17.25 hectares shown for indicative purposes only on Plan 6;
"Central Park Phase 2"	means that area of land extending to approximately 17.25 hectares shown for indicative purposes only on Plan 6;
"Commencement of Development"	means the initiation of development by the carrying out of a Material Operation;
"Commencement of Remediation"	means the initiation of remediation and earthworks associated with the regeneration of the Agreement Subjects as evidenced by a commencement notice served under the 1997 Act;
"Community Development Fund Contribution"	means the sum of THREE HUNDRED THOUSAND POUNDS (£300,000) STERLING;
"Construction Price Index"	means the Construction Price and Cost Indices from the Department of Business, Enterprise and Regulatory Reform, published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors, or if that index ceases to be published or the basis upon which such index is calculated is substantially changed or rebased, such substitute or alternative index most likely to achieve an equivalent result as the parties may agree or, in the absence of agreement, as shall be determined pursuant to Clause 25 of this Agreement;
"Construction Traffic"	means the traffic engaged in the transportation of materials, plant and machinery associated with the construction of the Development;
"Development"	means the development approved by the Planning Permission;
"Education and Community Facilities Building"	means the buildings and ancillary facilities as described in Clause 5.2;
"Education and Community Facilities Land"	means an area of Serviced land of not less than 2 hectares to be reserved by the Landowner for the provision of education and community facilities, forming

	part of the Village Core of the Development;
"Education and Community Facilities Specification"	means the specification set out in Part 2 of the Schedule;
"Employment Land"	means that area of the land forming part of the Agreement Subjects shown delineated in dark blue on Plan 1;
"First Phase Outdoor Sports Facilities"	means the facilities described in Clause 15.1.4;
"First Phase Park and Ride Facility"	means the facilities described in Clause 11.1;
"Gladstone Hill"	means that area of land extending to approximately 7.53 hectares shown for indicative purposes only on Plan 6;
"Gladstone Hill Commuted Payment"	means the sum of FIFTY THOUSAND POUNDS (£50,000) STERLING;
"Indexed"	means increased in accordance with the following formula:- $\frac{b \times c}{a}$ <p>where 'a' equals the Retail Price Index published as at the final date of signing of the Original Section 75 Agreement, 'b' equals the Retail Price Index published as at either (i) the date of payment of the relevant sum to be indexed or (ii) the date of the relevant rent review, and 'c' equals the relevant sum to be indexed;</p>
"Indexed to the Construction Price Index "	means increased in accordance with the following formula:- $\frac{b \times c}{a}$ <p>where 'a' equals the Construction Price Index published as at the final date of signing of the Original Section 75 Agreement, 'b' equals the Construction Price Index published as at the date of payment of the relevant sum to be indexed, and 'c' equals the relevant sum to be indexed;</p>
"Innovation Fund Contribution"	means the sum of ONE HUNDRED THOUSAND POUNDS STERLING (£100,000);
"Lower Market Sector Housing"	means non-subsidised entry level housing for sale with a gross internal floor area which is not in excess of 95m ² ;
"M8 Capacity Improvement Contribution"	means the sum of ONE MILLION AND TWO HUNDRED THOUSAND POUNDS (£1,200,000) STERLING, payable by way of four M8 Capacity Improvements Contribution Instalments;
"M8 Capacity Improvements Contribution Instalment"	means the sum of THREE HUNDRED THOUSAND POUNDS (£300,000) STERLING;
"Material Operation"	means a material operation in accordance with Section 27(4) of the 1997 Act;

"Newton Road Recreation Ground Contribution"	means the sum of ONE HUNDRED THOUSAND POUNDS (£100,000) STERLING;
"North Park"	means that area of land extending to approximately 14.83 hectares shown for indicative purposes only on Plan 6;
"Original Section 75 Agreement"	means the Minute of Agreement under section 75 of the Town and Country Planning (Scotland) Act 1997 between The Renfrewshire Council and BAE Systems (Property Investments) Limited in respect of the Site of Former Royal Ordnance Factory, Bishopton and dated 7 August 2009;
"Park and Ride Location"	means that area of land shown for indicative purposes only outlined in blue on Plan 5;
"Phase"	means each of the five phases of implementation of the Development and Phases shall be construed accordingly;
"Place of Worship Site"	means a Serviced site of up to 0.5 hectares forming part of the Agreement Subjects, to be reserved by the Landowner for the provision of a place of worship;
"Plan 1"	means the plan marked 'Plan 1' annexed and executed as relative hereto;
"Plan 2"	means the plan marked 'Plan 2' annexed and executed as relative hereto;
"Plan 3"	means the plan marked 'Plan 3' annexed and executed as relative hereto;
"Plan 4"	means the plan marked 'Plan 4' annexed and executed as relative hereto;
"Plan 5"	means the plan marked "Plan 5" annexed and executed as relative hereto;
"Plan 6"	means the plan marked "Plan 6" annexed and executed as relative hereto;
"Planning Application"	means the application for outline planning permission given reference number 06/0602/PP by the Council;
"Planning Permission"	means the outline planning permission for the Development issued by the Council pursuant to the Planning Application;
"Primary Healthcare Contribution"	means the sum of ONE MILLION POUNDS (£1,000,000) STERLING;
"Primary Healthcare Facility"	means the buildings and ancillary facilities to be constructed by the Landowner in accordance with Clause 12.2;
"Primary Healthcare Facilities Rent"	means a rent which is not more than 85% of the market rent as determined by the District Valuer;
"Primary Healthcare Facility Site"	means an area of Serviced land of not less than 0.5 hectares to be reserved by the Landowner for the provision of a Primary Healthcare Facility, forming part of the Village Core of the Development;
"Registered Social Landlord"	means a body registered as a social landlord in the register maintained by the Scottish Ministers in terms of Section 57 of the Housing (Scotland) Act 2001 or such other body, company or person approved by the Council in writing;
"Remediation Contribution"	means

	(a) for the first period of five years from the date of Commencement of Remediation, the sum of FIFTY FIVE THOUSAND POUNDS (£55,000) STERLING per annum;
	(b) for the following five year period, the sum of FORTY FIVE THOUSAND POUNDS (£45,000) STERLING per annum;
	(c) for the following five year period, the sum of TWENTY FIVE THOUSAND POUNDS (£25,000) STERLING per annum;
"Reserved Matters Application"	means a submission for approval of matters reserved in the Planning Permission;
"Residential Unit"	means a residential unit, including an Affordable Unit, on the Agreement Subjects completed pursuant to the Planning Permission;
"Retail Price Index"	means the General Index of Retail Prices (All Items) exclusive of mortgage interest published by or on behalf of H M Government, or if that index ceases to be published or the basis upon which such index is calculated is substantially changed or rebased, such substitute or alternative index most likely to achieve an equivalent result as the parties may agree or in the absence of agreement as shall be determined in accordance with Clause 25 of this Agreement;
"Schedule"	means the schedule comprising 2 parts annexed and executed as relative hereto;
"Second Phase Outdoor Sports Facilities"	means the facilities described in Clause 15.1.5;
"Second Phase Park and Ride Facility"	means the facilities described in Clause 11.2;
"Self Build Housing Plots"	means Serviced plots to be made available for self build Residential Units;
"Serviced"	means that the following will be provided at the boundary of the relevant area of land; <ul style="list-style-type: none"> • All necessary road links, footpaths and cycleways; • Connection points to the foul and surface water drainage; and • Connection points to the utility services network including without limitation electricity and gas;
"Shared Equity Housing"	means housing which is owned in part by the purchaser of the relevant Residential Unit, with the remaining stake held by a Registered Social Landlord, developer or other suitable body;
"Shared Ownership Housing"	means housing which is owned in part by the purchaser of the relevant Residential Unit, with the remaining stake being rented from a Registered Social Landlord, developer or other suitable body;
"Social Rented Housing"	means housing provided at an Affordable Rent owned, managed, leased or otherwise provided by a Registered Social Landlord or the Council to meet the requirements of Persons in Housing Need;

"Social Work Contribution"	means the sum of ONE HUNDRED THOUSAND POUNDS (£100,000) STERLING;
"Station Road Improvements Contribution"	means the sum of ONE HUNDRED THOUSAND POUNDS (£100,000) STERLING;
"Wester Rossland Woodland"	means that area of land extending to approximately 6.19 hectares shown for indicative purposes only on Plan 6; and
"Village Core"	means the area shown delineated in green on Plan 1.

2. Statutory Authorities

- 2.1 The obligations contained in Clauses 4 - 24 are made under Section 75 of the 1997 Act and are planning obligations for the purposes of the 1997 Act and are enforceable by the Council as Planning Authority.
- 2.2 If any provision of this Agreement is held to be invalid or illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

3. Conditionality

- 3.1 For the avoidance of doubt the provisions of this Agreement shall only take effect upon the discharge of the Original Section 75 Agreement.

4. Affordable Housing

- 4.1 Prior to commencement of construction of any Residential Unit, the Landowner will prepare and submit an affordable housing development brief to the Council for written approval, the Council acting reasonably. Commencement of construction of any Residential Unit shall not occur until the affordable housing development brief has been approved by the Council.
- 4.2 The affordable housing development brief will outline the Landowner's proposal for the delivery of Affordable Housing as part of the Development and will include;
- 4.2.1 details of the type and tenure of Affordable Housing to be delivered by the Landowner as part of the Development, which shall comprise:
- (i) 200 units of Social Rented Housing;
 - (ii) 200 units of Shared Ownership Housing, Shared Equity Housing, Self Build Housing Plots, or any combination thereof; and
 - (iii) no fewer than 235 units of Lower Market Sector Housing;
- 4.2.2 details of the Phases in which the Affordable Housing will be provided, declaring for the avoidance of doubt that while the parties acknowledge that it is the intention that 25% of the Residential Units in each Phase will be Affordable Units, it is agreed that the Landowners may provide no fewer than 15% of Residential Units in each Phase and no greater than 30% of Residential Units in each Phase, as Affordable Units. If in any phase more or less than 25% of the Residential Units are provided as Affordable Units, then the Reserved Matters Application for the immediately subsequent Phase or Phases shall reflect any additional or reduced Affordable Units required to make up the shortfall or surplus but without exceeding the limits set out above; and
- 4.2.3 indicative locations of the Affordable Housing Land within the first Phase of the Development. The locations of the Affordable Housing Land will be identified having regard to their proximity to services and educational and other facilities and shall be integrated with other Residential Units in the first Phase of the Development that are not Affordable Units. The detailed locations of Affordable Housing Land and Affordable Units will be identified within the Reserved Matters Application(s) relevant to the first Phase of the Development.

- 4.3 In lieu of delivering the 200 units of Social Rented Housing to be provided under clause 4.2.1(i) of this Agreement, the Landowner shall be entitled to transfer Serviced Affordable Housing Land of a size sufficient to accommodate the relevant number of Social Rented Housing units to the Council or a Registered Social Landlord at nil consideration. Such a transfer of Serviced Affordable Housing Land shall amount to a discharge of the Landowner's obligation to deliver the relevant number of Social Rented Housing units. In the event that there is a transfer of Serviced Affordable Housing Land in accordance with this Clause 4.3, the terms of this Clause 4 shall apply *mutatis mutandis* to that transfer.
- 4.4 The affordable housing development brief shall be implemented by the Landowner, but may be varied in writing by agreement of the parties, both parties acting reasonably.
- 4.5 The affordable housing development brief shall be reviewed by the Landowner and the Council prior to the submission of the first Reserved Matters Application for each Phase, such review to consider matters such as the design, layout and distribution of Affordable Units within each Phase and the terms of clause 4.2.3 shall apply *mutatis mutandis* to each Phase. For the avoidance of doubt, no review of the affordable housing development brief will impose a requirement for delivery of more than 25% of the total number of Residential Units constructed as part of the Development to be provided as Affordable Units, nor will a review of the affordable housing development brief include a review of the provisions of Clause 4.2.1.

5. Education and Community Facilities

- 5.1 At the stage of the first Reserved Matters Application for the Village Core, the Landowner will submit details of the precise location and boundaries of the Education and Community Facilities Land to the Council for approval.
- 5.2 Prior to the occupation of the 100th Residential Unit, the Landowner will prepare and submit an education and community facilities development brief to the Council for approval. The education and community facilities development brief will outline the Landowner's proposal for the delivery of the Education and Community Facilities Building as part of the Development and will include:
- 5.2.1 a detailed specification developed from the Education and Community Facilities Specification;
 - 5.2.2 details of the internal layout of the Education and Community Facilities Building;
 - 5.2.3 details of all sound proofing; and
 - 5.2.4 evidence that the Education and Community Facilities Building complies with all relevant and applicable legislation, standards and guidance.
- 5.3 The Education and Community Facilities Building will be constructed to the Education and Community Facility Specification and in accordance with the education and community facilities development brief and will comprise:
- 5.3.1 community facilities space with a gross floor space of between 585m² and 715m², in the form of IT and/ or library and/ or meeting rooms and a larger space for multi function use;
 - 5.3.2 a school capable of accommodating 340 pupils in the pre-school and primary school age together with an all weather synthetic turf playing field suitable for use by pupils of primary school age and of no less than 60 metres x 40 metres, with associated ball stop fencing and flood lighting;

Community Facility Component

- 5.4 Provided the education and community facilities development brief has been approved and the Landowner has obtained all necessary consents in relation thereto, the community facility component of the Education and Community Facilities Building described in Clause 5.3.1 shall be constructed to the Education and Community Facility Specification and in accordance with the education and community facilities development brief prior to the occupation of the 600th Residential Unit. On or within 28 days of practical completion of the community facility component, the Landowner shall transfer the community facilities component to the Council or

its nominee at nil consideration and with the benefit of all contracts, warranties and other rights which may exist in relation to the design and construction of the community facilities component which will be assigned to the Council at nil consideration.

Primary School and Playing Field Component

- 5.5 Provided the education and community facilities development brief has been approved and the Landowner has obtained all necessary consents in relation thereto, the primary school and playing field component of the Education and Community Facilities Building described in Clause 5.3.2 above shall be constructed to the Education and Community Facilities Specification and in accordance with the education and community facilities development brief prior to the occupation of the 1714th Residential Unit. On or within 28 days of practical completion of the primary school and playing field component, the Landowner shall transfer the primary school and playing field component to the Council or its nominee at nil consideration and with the benefit of all contracts, warranties and other rights which may exist in relation to the design and construction of the primary school and playing field component which will be assigned to the Council at nil consideration.
- 5.6 The approved education and community facilities development brief shall be implemented by the Landowner, but shall be reviewed on a five yearly basis and in the event of agreement between the parties that the brief should be varied the Landowner shall prepare a fresh brief for approval of the Council. For the avoidance of doubt, the gross floor space restriction on the community facilities and the total number of pupils to be accommodated in the school as described at Clauses 5.3.1 and 5.3.2 respectively, shall not be subject to review.

6. Bus Services

- 6.1 Prior to occupation of any Residential Unit, the Landowner will, in consultation with Strathclyde Partnership for Transport or its statutory successor, prepare and submit a bus service delivery strategy to the Council for approval. Occupation of any Residential Unit shall not occur until the bus service delivery strategy has been approved by the Council. The approved bus service delivery strategy shall be implemented by the Landowner, but may be varied in writing by agreement of the parties, both parties acting reasonably.
- 6.2 The Landowner shall pay the Bus Services Contribution to the Council on the dates specified in the approved bus service delivery strategy.
- 6.3 The Council shall pay the Bus Services Contribution into an interest bearing deposit account and shall thereafter only pay the Bus Services Contribution to Strathclyde Partnership for Transport or its statutory successor for the purpose of assisting in funding the delivery of bus services to serve the Development.
- 6.4 In the event that the Bus Services Contribution has not been spent or committed in full by the date falling ten (10) years from the last date of payment by the Landowner to the Council of any part of the Bus Service Contribution, then the Council shall repay any unspent or uncommitted amount of the Bus Services Contribution to the Landowner, together with all interest which has accrued thereon.

7. M8 Capacity Improvements

- 7.1 Prior to the occupation of the 411th Residential Unit, the Landowner will pay the first M8 Capacity Improvements Contribution Instalment to the Council.
- 7.2 Prior to the occupation of the 902nd Residential Unit, the Landowner will pay the second M8 Capacity Improvements Contribution Instalment to the Council.
- 7.3 Prior to the occupation of the 1097th Residential Unit, the Landowner will pay the third M8 Capacity Improvements Contribution Instalment to the Council.
- 7.4 Prior to the occupation of the 1714th Residential Unit, the Landowner will pay the fourth M8 Capacity Improvements Contribution Instalment to the Council.
- 7.5 The Council shall pay each M8 Capacity Improvements Contribution to Transport Scotland for the sole purpose of assisting Transport Scotland to fund measures to manage traffic movements between Junctions 26 and 29 on the M8.

8. Station Road Improvements

- 8.1 Prior to construction of the first Residential Unit, the Landowner will submit a Station Road improvement strategy to the Council for approval. Construction of the first Residential Unit shall not occur until the Station Road improvement strategy has been approved by the Council. The Station Road improvement strategy will outline the Landowner's proposal for improvements to Station Road to the extent shown on Plan 2. The Station Road improvement strategy will include (a) details of improvement to (i) the carriageway surface and drainage of Station Road, (ii) the surface of pedestrian access routes which abut Station Road including landscaping works or other measures to improve amenity and (iii) the access to the park and ride facility at Station Road and (b) the details of the various landowners on whose land improvements are proposed to take place.
- 8.2 No later than three months from the date of approval of the Station Road improvement strategy, the Council will promote, at the Landowner's cost, any temporary or permanent Traffic Regulation Order required to enable implementation of the approved Station Road improvement strategy by the Landowner and the Landowner shall provide such reasonable assistance to the Council as the Council may reasonably require in order to promote such order.
- 8.3 The Landowner will use reasonable endeavours to obtain any licences, rights of access to third party land or other rights required to implement the approved Station Road improvement strategy.
- 8.4 Provided always that any temporary Traffic Regulation Order promoted in terms of clause 8.2 is made, then the Landowner will implement the physical works set out in the approved Station Road improvement strategy on such land as it has the right to occupy for the purposes of implementing the physical works set out in the approved Station Road improvement strategy prior to the occupation of the 300th Residential Unit declaring for the avoidance of doubt that the Landowner shall not be required to implement any signing or marking required until any permanent Traffic Regulation Order necessary to authorise such works is made.
- 8.5 In the event that the Landowner is unable to obtain any licences, rights of access to third party land or other rights required to implement the approved Station Road improvement strategy on such terms acceptable to the Landowner acting reasonably prior to occupation of the 150th Residential Unit, then the Landowner shall pay the Station Road Improvements Contribution to the Council prior to the occupation of the 150th Residential Unit and shall implement those elements of the approved Station Road improvement strategy which relate to land over which the Landowner has been granted the rights required to implement the approved Station Road improvement strategy prior to the occupation of the 300th Residential Unit.
- 8.6 For the avoidance of doubt, the Landowner and the Council agree that the Landowner shall not be deemed to act unreasonably in determining that the terms of such access rights are not acceptable if the third party in control of such land requires a payment which (a) represents more than the compensation which would be payable in respect of the temporary disturbance of such land whilst such works are being undertaken if the works were to be executed by a public body and/or (b) includes any element of ransom value for securing access to such land.
- 8.7 The Council shall pay the Station Road Improvements Contribution into an interest bearing deposit account and shall only use the Station Road Improvements Contribution to either implement those elements of the approved Station Road improvement strategy not implemented by the Landowner or to improve the carriageway surface and drainage of Station Road, the surface of pedestrian access routes which abut Station Road including landscaping works, or other measures to improve amenity at Station Road or to improve the link between Bishopton and the Development.
- 8.8 In the event that the Station Road Improvements Contribution has not been spent or committed in full by the date falling ten (10) years from the date of payment by the Landowner to the Council, then the Council shall repay any unspent or uncommitted amount of the

Station Road Improvements Contribution to the Landowner, together with all interest which has accrued thereon.

9. Newton Road/Rossland Crescent Improvements

- 9.1 Prior to construction of the first Residential Unit, the Landowner will submit a Newton Road improvement strategy to the Council for approval. Construction of the first Residential Unit shall not occur until the Newton Road improvement strategy has been approved by the Council. The Newton Road improvement strategy will outline the Landowner's proposal for improvements to Newton Road to the extent shown delineated in red on Plan 3. The Newton Road improvement strategy will include details of the upgrade of the surface of the footways and verges which abut Newton Road and details of the upgrade of any footways or verges which abut the carriageway.
- 9.2 Prior to construction of the 681st Residential Unit, the Landowner will submit a Rossland Crescent improvement strategy to the Council for approval. Construction of the 681st Residential Unit shall not occur until the Rossland Crescent improvement strategy has been approved by the Council. The Rossland Crescent improvement strategy will outline the Landowner's proposal for improvements to Rossland Crescent to the extent shown delineated in blue on Plan 3. The Rossland Crescent improvement strategy will include details of the upgrade of the surface of the footways and verges which abut Rossland Crescent and details of the upgrade of any footways or verges which abut the carriageway.
- 9.3 No later than three months from the date of approval of the Newton Road improvement strategy or the Rossland Crescent improvement strategy, as the case may be, the Council will promote, at the Landowner's cost any permanent or temporary Traffic Regulation Order required to enable implementation of the Newton Road improvement strategy or the Rossland Crescent improvement strategy, as the case may be, by the Landowner and the Landowner shall provide such reasonable assistance to the Council as the Council may reasonably require in order to promote such order.
- 9.4 Provided always that any temporary Traffic Regulation Order promoted in terms of clause 9.3 is made, the Landowner will implement physical works set out in the (a) the approved Newton Road improvement strategy prior to the occupation of the 400th Residential Unit; and (b) the approved Rossland Crescent improvement strategy prior to the occupation of the 902nd Residential Unit declaring for the avoidance of doubt that the Landowner shall not be required to implement any signing or marking required until any permanent Traffic Regulation Order necessary to authorise such works is made.
- 9.5 Following implementation of the Newton Road improvement strategy and/or the Rossland Crescent improvement strategy in full by the Landowner, the obligations upon the Landowner under this agreement in relation to Newton Road and/or Rossland Crescent as the case may be will be discharged. In particular, the Landowner will have no maintenance liability in relation to Newton Road or Rossland Crescent, maintenance of which will remain a function of the Council in its capacity as local roads authority.
- 9.6 The Newton Road improvement strategy and/or the Rossland Crescent improvement strategy may be varied in writing by agreement of the parties, both parties acting reasonably.

10. Kingston Road/ Greenock Road/Old Greenock Road Improvements

- 10.1 Prior to Commencement of Development, the Landowner will submit a Kingston Road improvement strategy to the Council for approval. The Kingston Road improvement strategy will outline the Landowner's proposal for a new signalised junction at Kingston Road and Greenock Road. The Kingston Road improvement strategy will include details of traffic calming measures on Old Greenock Road to the extent shown delineated in red on Plan 4.
- 10.2 No later than three months from the date of approval of the Kingston Road improvement strategy, the Council will promote at the Landowner's cost, any permanent or temporary Traffic Regulation Order required to enable implementation of the Kingston Road improvement strategy by the Landowner and the Landowner shall provide such reasonable assistance to the Council as the Council may reasonably require in order to promote such order.

- 10.3 Provided always that any temporary Traffic Regulation Order promoted in terms of clause 10.2 is made, then the Landowner will implement the physical works set out in the approved Kingston Road improvement strategy prior to the occupation of any new building (with the exception of the Environmental Test Facility Office) declaring for the avoidance of doubt that the Landowner shall not be required to implement any signing or marking required until any permanent Traffic Regulation Order necessary to authorise such works is made.
- 10.4 Following implementation of the Kingston Road improvement strategy in full by the Landowner, the obligations upon the Landowner under this agreement in relation to Kingston Road and Old Greenock Road will be discharged. In particular, the Landowner will have no maintenance liability in relation to Kingston Road, Greenock Road or Old Greenock Road, maintenance of which will remain a function of the Council in its capacity as local roads authority.
- 10.5 The Kingston Road improvement strategy may be varied in writing by agreement of the parties, both parties acting reasonably.

11. Park and Ride

- 11.1 Prior to completion of the 400th Residential Unit, the Landowner will provide the First Phase Park and Ride Facility within the Park and Ride Location to include 150 car parking spaces and a bus turning and layover area.
- 11.2 Prior to completion of the 1000th Residential Unit, the Landowner will provide the Second Phase Park and Ride Facility within the Park and Ride Location to include a further 150 car parking spaces.
- 11.3 The Landowner shall give the Council at least 7 days notice of the intention to issue a certificate of practical completion in respect of the First Phase Park and Ride Facility or the Second Phase Park and Ride Facility and the Council shall be entitled to inspect the relevant phase prior to the issue of the relevant certificate of practical completion and the Landowner shall have due regard to any representations made by the Council in relation to the issue of the relevant certificate of practical completion.
- 11.4 On or within 14 days after the date of practical completion of the relevant phase, the Landowner will transfer the First Phase Park and Ride Facility or the Second Phase Park and Ride Facility, as the case may be, to the Council or its nominee at nil consideration and with the benefit of all contracts, warranties and other rights which may exist in relation to the construction of the relevant phase which will be assigned to the Council at nil consideration

12. Primary Healthcare Facility

- 12.1 At the stage of the first Reserved Matters Application for the Village Core, the Landowner will submit details of the precise location and boundaries of the Primary Healthcare Facility Site to the Council for approval.
- 12.2 By the date falling eight years after completion of the first Residential Unit, the Landowner will either:-
- 12.2.1 Provided the Council can demonstrate to the satisfaction of the Landowner (acting reasonably) that a contract will be let by the date falling three months after the transfer of the Primary Healthcare Facility Site and payment of the Primary Healthcare Contribution aftermentioned for the construction of a Primary Healthcare Facility as hereinafter described, offer to transfer to the Council a valid and marketable title by way of validly executed disposition of the Primary Healthcare Facility Site at nil consideration and pay the Primary Healthcare Contribution, Indexed to the Construction Price Index, to the Council. Thereafter the Council shall procure that a Primary Healthcare Facility is constructed on the Primary Healthcare Facility Site and the Primary Healthcare Facility Site shall be used for no other purpose. It is intended that the Primary Healthcare Facility to be provided will, at the discretion of the Council and as agreed with a provider of primary health care, serve either the population currently served by the existing Bishopton Health Centre and the population generated by the Development or only the population generated by the Development; or

- 12.2.2 enter into a development agreement with a provider of primary health care. The development agreement will include *inter alia*;
- (i) a detailed specification for a Primary Healthcare Facility to be constructed by the Landowner on the Primary Healthcare Facility Site. The specification shall include details of the gross floor area, internal layout and ancillary facilities to be provided to serve the population currently served by the existing Bishopton Health Centre and the population generated by the Development;
 - (ii) a requirement on the Landowner to use reasonable endeavours to procure all necessary consents and construct the Primary Healthcare Facility in accordance with all appropriate legislation, standards and industry good practice; and
 - (iii) a requirement that following completion of the construction of the Primary Healthcare Facility in accordance with the specification referred to in clause 12.2.1 above, the Landowner will grant and the provider of primary health care will accept a lease of not less than twenty five years on a full repairing and insuring basis at the Primary Healthcare Facility Rent and with a three yearly rent review provision at which time the Primary Healthcare Facility Rent will be Indexed.
- 12.3 The Landowner will ensure that the Primary Healthcare Site is Serviced and available to be transferred to the Council by the date falling three years after the completion of the first Residential Unit and provided the Council can demonstrate to the satisfaction of the Landowner (acting reasonably) that a contract will be let by the date falling three months after the date of the transfer of the Primary Healthcare Facility Site and payment of the Primary Healthcare Contribution aftermentioned, the Council shall be entitled at any time thereafter up to the date falling eight years after the completion of the first Residential Unit to request that the Landowner transfers to the Council a valid and marketable title by way of validly executed disposition of the Primary Healthcare Facility Site at nil consideration and pay the Primary Healthcare Contribution, Indexed to the Construction Price Index, to the Council.
- 12.4 In the event that the Council has not accepted a transfer of the Primary Healthcare Facility Site together with the Primary Healthcare Contribution in accordance with Clause 12.2.1, and the Landowner has not entered into the development agreement in terms of Clause 12.2.2 the Landowner will pay the Primary Healthcare Contribution, Indexed to the Construction Price Index, to the Council for use in providing additional healthcare facilities for the population generated by the development and the Landowner will be entitled to use the Primary Healthcare Facility Site for other community uses but for no other purpose.
- 12.5 The Council shall pay the Primary Healthcare Contribution into an interest bearing deposit account and shall thereafter only use the Primary Healthcare Contribution to fund healthcare services or facilities to serve the Development
- 12.6 The Landowner will provide the Council with a written report of progress towards completion of the development agreement for the Primary Healthcare Facility Site no less than quarterly. The Landowner will provide the first written report of progress no later than the date falling one year from the date of final execution hereof.
- 12.7 The Landowner shall use reasonable endeavours to (a) procure all necessary consents prior to occupation of the 100th Residential Unit and (b) (where it has entered into a development agreement in terms of clause 12.2.2) complete the construction of the Primary Healthcare Facility within 2 years following receipt of the final necessary consent.

13. Place of Worship

- 13.1 The Landowner will take reasonable steps to find a third party with an interest in constructing a church or other public place of religious worship on the Place of Worship Site and will transfer the Place of Worship Site to that third party at nil consideration.
- 13.2 In the event that, by the occupation of the 900th Residential Unit, the Landowner has been unable to find a third party with an interest in constructing a church or other public place of

religious worship on the Place of Worship Site, the Landowner will be entitled to use the Place of Worship Site for other community purposes.

- 13.3 Subject to the provisions of Clause 13.2 above, the Place of Worship site may only be developed and used as a church or other public place of religious worship and for no other purpose.

14. Energy Demand and Sustainable Energy

- 14.1 The Landowner will include appropriate measures in all of the Reserved Matters Applications to minimise the total energy demand of the Development throughout its lifetime. This will include measures such as:
- 14.1.1 the location of higher density development in locations on the site that are best connected to a full range of transport options, including fixed public transport infrastructure;
 - 14.1.2 the use of landforms, trees, and other buildings to provide shelter, limit exposure and reduce the loss of energy;
 - 14.1.3 orientating buildings to maximise solar gain;
 - 14.1.4 use of layouts which allow habitable rooms to be south facing; and
 - 14.1.5 use of materials which have high performance standards and can be re-used.
- 14.2 In addition to the incorporation of measures to reduce total energy demand, the Landowner will incorporate low and zero carbon equipment into Residential Units and other buildings constructed on the Agreement Subjects, which equipment will either generate electricity or provide heat and will lead to an extra 15% reduction in CO₂ emissions beyond the carbon dioxide emissions standards specified in 2007 Building Regulations in respect of all the Residential Units and other buildings on the Agreement Subjects when considered as a whole.
- 14.3 The Landowner will submit to the Council with the first Reserved Matters Application for each Phase a carbon emissions statements which shall include:-
- 14.3.1 details of the low and zero carbon equipment to be used in that Phase;
 - 14.3.2 details of the target emissions rate, the dwelling emissions rate, the percentage reduction in emissions, the actual emissions rate without low and zero carbon equipment and the percentage reduction due to low and zero carbon equipment; and
 - 14.3.3 details of any technical or other constraints that have prevented the incorporation or reduced the effectiveness of low and zero carbon equipment.
- 14.4 Prior to occupation of the 411th Residential Unit, the Landowner will pay 50% of the Innovation Fund Contribution to the Council. Prior to occupation of the 902nd Residential Unit, the Landowner will pay the remaining 50% of the Innovation Fund Contribution to the Council.
- 14.5 The Council shall pay the Innovation Fund Contribution into an interest bearing deposit account and shall only use the Innovation Fund Contribution to develop and encourage environmentally beneficial innovations to serve the Development, which innovations may include encouragement of eco-housing or other sustainable housing types or the funding of environmentally beneficial installations such as ground source heat pumps, solar panels or such other reasonable measures to improve the energy efficiency of the Development as may be agreed between the Landowner and the Council.
- 14.6 In the event that the Innovation Fund Contribution has not been spent or committed in full by the date of submission of the final Reserved Matters Application in relation to the Development, then the Council shall repay any unspent or uncommitted amount of the Innovation Fund Contribution to the Landowner, together with all interest which has accrued thereon.

15. Sport, Recreation and Play Facilities

- 15.1 Unless stated otherwise, prior to occupation of the 200th Residential Unit, the Landowner will prepare and submit a leisure services strategy (achieving as a minimum the standards set by the Fields in Trust Six Acre Standard) to the Council for approval. The leisure services strategy will include details of the provision of play facilities, sports pitches, greenways, walking and cycling routes and formal and informal open spaces to be delivered as part of the Development and will include:
- 15.1.1 details of the upgrade and refurbishment of Bishopton Recreation Ground (excluding for the avoidance of doubt the changing facilities located there), to include localised improvements to drainage, localised sport turf seeding, boundary treatment and landscape improvements to be carried out prior to occupation of the 411th residential unit.
 - 15.1.2 details of the upgrade and refurbishment of Wester Rossland Woodland to be carried out prior to occupation of the 411th Residential Unit;
 - 15.1.3 prior to occupation of the 2000th Residential Unit the Landowner shall prepare and submit to the Council for their approval a scheme of improvements for Gladstone Hill. The Landowner may liaise with the Council on what should be contained in the scheme of improvements prior to its submission. Such scheme of improvements may include improvements to the core footpath and boundary treatment of Gladstone Hill. Within 28 days of receipt of written confirmation from the Council that the scheme of improvements is approved (the Council acting reasonably) the Landowner shall pay to the Council the Gladstone Hill Commuted Payment. The Council shall place the Gladstone Hill Commuted Payment into an interest bearing deposit account upon receipt and shall use it (and shall use it only) to implement the agreed scheme of improvements for Gladstone Hill or for upgrading open spaces in the immediate vicinity of Gladstone Hill. Should the Council fail to use all or any part of the Gladstone Hill Commuted Payment within five (5) years of receipt, the Council shall repay to the said BAE Systems (Property Investments) Limited that part of the Gladstone Hill Commuted Sum which has not been used including any interest accrued;
 - 15.1.4 details of the laying out, construction and completion of the First Phase Outdoor Sports Facilities in Central Park Phase 1 to be carried out prior to the occupation of the 1300th Residential Unit and comprising one full size turf playing surface of no less than 100metres x 50metres together with a lateral margin and safety run off , one full size artificial turf playing field of no less than 106 metres x 66 metres capable of adaption into smaller sports areas with flood lighting and peripheral ball stop fencing, and sports changing rooms (which changing rooms shall not exceed 250m² gross internal floor area comprising two sets of changing rooms and ancillary facilities);
 - 15.1.5 details of the laying out, construction and completion of the Second Phase Outdoor Sports Facilities in Central Park Phase 2 to be carried out prior to occupation of the 2000th Residential Unit and comprising one full size turf playing surface of no less than 100metres x 50metres together with a lateral margin and safety run off;
 - 15.1.6 details of the laying out and completion of an open space area at North Park to be carried out prior to occupation of the 2000th Residential Unit; and
 - 15.1.7 details of the maintenance and management of the facilities provided as part of the leisure services strategy which may provide for:
 - (i) the Landowner managing and maintaining all or any such facilities;
 - (ii) the Landowner transferring all or any such facilities to a third party for management and maintenance declaring for the purposes of this clause, that a third party shall not include a purchaser of a Residential Unit; or
 - (iii) subject to the Council accepting, at its sole discretion, such a transfer following written request from the Landowner, which request shall be

made no earlier than 3 years after the date on which the relevant facilities have been completed, the Landowner transferring all or any such facilities to the Council on payment of a commuted sum representing the cost of twenty (20) years annual maintenance (based on an average of the preceding 3 years maintenance costs).

- 15.2 All of the facilities to be provided as part of the leisure services strategy will be available for use by the public.

16. Landscaped Areas

- 16.1 Prior to Commencement of Development, the Landowner will prepare and submit a landscape maintenance and specification schedule to the Council for approval. Commencement of Development shall not occur until the landscape maintenance and specification schedule has been approved by the Council.

16.1.1 The landscape maintenance and specification schedule will provide *inter alia* that the Landowner will either;

16.1.2 manage and maintain all landscaped areas;

16.1.3 transfer the landscaped areas to a third party for management and maintenance declaring for the purposes of this clause, that a third party shall not include a purchaser of a Residential Unit; or

16.1.4 subject to the Council accepting, at its sole discretion, such a transfer following written request from the Landowner, which request shall be made no earlier than 3 years after the date on which the relevant landscaped areas have been completed, transfer the landscaped areas to the Council on payment of a commuted sum representing the cost of twenty (20) years annual maintenance (based on an average of the preceding 3 years maintenance costs),

or will otherwise detail how the Landowner will secure the ongoing maintenance and management of the landscaped areas forming part of the Development.

- 16.2 The approved landscape maintenance and specification schedule shall be implemented by the Landowner, but may be varied in writing by agreement of the parties, both parties acting reasonably.

17. Community Woodland Park

- 17.1 Prior to Commencement of Development, the Landowner will prepare and submit a woodland management plan to the Council for approval. The woodland management plan will detail the Landowner's proposal for the enhancement and management of community woodland as part of the Development and will include;

17.1.1 details of the design, specification, layout and long term maintenance arrangements for a linked network of footpaths and cycleways within, to and through the community woodland park;

17.1.2 details of measures to minimise the impact of the Development on flora and fauna within the Agreement Subjects;

17.1.3 details of measures to create new habitats within the Agreement Subjects;

17.1.4 proposals for the completion of archaeological surveys;

17.1.5 details of the design approach to be adopted, the range of uses appropriate to each phase of the community woodland park, and measures to encourage and facilitate public access to the community woodland park;

17.1.6 details of the phased delivery and practical completion of the community woodland park; and

17.1.7 details of the maintenance and management regime for each phase of the community woodland park and provision that on completion of each phase of the community woodland park Landowner will either;

- (i) manage and maintain that phase of the community woodland park in accordance with the approved woodland management plan; or
 - (ii) transfer that phase of the community woodland park to a third party to manage and maintain in accordance with the approved woodland management plan.
- 17.2 The approved woodland management plan shall be implemented by the Landowner, but may be varied in writing by agreement of the parties, both parties acting reasonably.
- 17.3 The physical works required to establish the community woodland area in accordance with the approved woodland management plan will be completed prior to the occupation of the 2000th Residential Unit.
- 17.4 There will be public access to the community woodland park no later than on completion of the last Residential Unit of the last phase.

18. Employment Land

- 18.1 Prior to occupation of the 100th Residential Unit, the Landowner will prepare and submit an employment marketing strategy to the Council for approval. The employment marketing strategy will detail the Landowner's proposal for the promotion and marketing of the Employment Land to potential occupiers.
- 18.2 The approved employment marketing strategy shall be implemented by the Landowner, but may be varied in writing by agreement of the parties, both parties acting reasonably.
- 18.3 Prior to the occupation of the 412th Residential Unit, the Landowner shall ensure that a minimum of 10 hectares of Serviced Employment Land is available for employment development. Thereafter the Landowner shall ensure that a minimum of 10 hectares of Serviced Employment Land remains available at all times until such time as the remainder of the undeveloped land identified for employment uses in the Planning Permission is less than 10 hectares.

19. Remediation and Ecological Mitigation

- 19.1 On the date of Commencement of Remediation and on the anniversary of that date every year thereafter for a period of fifteen years, the Landowner will pay to the Council the Remediation Contribution.
- 19.2 The Council shall pay the Remediation Contribution into an interest bearing deposit account and shall only use the Remediation Contribution to cover the costs of independent environmental consultants and/or (2) a specialist contaminated land officer, appointed by the Council whose duties and responsibilities shall be to monitor and verify site decontamination, remediation, engineered earthworks, and the implementation of ecological mitigation arising from such works. In the event that the remediation contribution is used for the costs of a specialist contaminated land officer, the specialist contaminated land officer shall at all times deal wholly and exclusively with any relevant matter associated with the remediation activities being carried out on or in relation to the former Royal Ordnance Factory, Bishopton.
- 19.3 In the event that any part of the Remediation Contribution has not been spent or committed in full by the date falling five (5) years from the date of payment of the relevant year's contribution by the Landowner to the Council, then the Council shall repay any unspent or uncommitted amount of that part of the Remediation Contribution to the Landowner, together with all interest which has accrued thereon.

20. Rail Bridge

- 20.1 During the Roads Construction Consent process for the first Phase of the Development, the Council and the Landowner will enter into a further agreement in relation to the maintenance, inspection and eventual replacement of the rail bridge.

21. Sustainable Urban Drainage Systems (SUDS)

- 21.1 Prior to Commencement of Development, the Landowner will, in consultation with Scottish Water, prepare and submit a SUDS design schedule and maintenance manual to the Council for approval. Commencement of Development may not occur until the SUDS design schedule and maintenance manual has been approved by the Council.
- 21.2 The SUDS design schedule and maintenance manual will set out;
- 21.2.1 those parts of the SUDS forming part of the Development which the Landowner will retain and will manage and maintain in accordance with the management manual;
 - 21.2.2 those parts of the SUDS forming part of the Development which will be transferred to Scottish Water or its successors for management and maintenance; and
 - 21.2.3 those parts of the SUDS forming part of the Development which, subject to clause 21.3 will be Adopted by the Council on payment by the Landowner of a commuted sum for management and maintenance.
- 21.3 On completion of any phase of the SUDS in accordance with the relevant roads construction consent, the Landowner shall offer those parts of that phase of the SUDS which the Council is to manage and maintain to the Council for Adoption in accordance with the procedure under the roads construction consent. Provided that the SUDS have been constructed in accordance with the necessary consents and provided that the Landowner pays to the Council a commuted sum representing the cost of twenty (20) years average annual maintenance and capital replacement costs (based on the maintenance manual) of the SUDS, then the Council shall be obliged to Adopt those parts of that phase of the SUDS which it is to manage and maintain.
- 21.4 The approved SUDS design schedule shall be implemented by the Landowner, but may be varied in writing by agreement of the parties, both parties acting reasonably.

22. Community Development Fund

- 22.1 Prior to completion of the 100th Residential Unit, the Landowner shall establish the Bishopton Community Trust.
- 22.2 The Landowner shall pay one sixth of the Community Development Fund Contribution to the Bishopton Community Trust prior to the completion of the 100th, 500th, 900th, 1300th, 1700th or 2,100th Residential Unit.
- 22.3 The Community Development Fund Contribution shall be used only to fund community development projects in Bishopton which may include the refurbishment, enhancement or extension of existing facilities, the provision of new facilities, general community development work including the provision of advice and support, and may be used for capital or revenue expenditure. In all cases, the manner in which the Community Development Fund Contribution is spent will be a matter at the discretion of the Bishopton Community Trust.

23. Extraordinary Expenses in Maintaining the Road

- 23.1 During the Roads Construction Consent process for each Phase of the Development, the Council and the Landowner will enter into an agreement under section 96 of the Roads (Scotland) Act 1984 in full and final settlement of any claim which the Council may be empowered to make against the Landowner in respect of maintenance of and damage to the local road network, including all structures, caused by the Construction Traffic.

24. Social Work Contribution

- 24.1 Subsequent to occupation of the 400th Residential Unit and prior to occupation of the 2000th Residential Unit and only upon written request from the Council, the Landowner shall pay to the Council the Social Work Contribution. Such written request shall be made in accordance with Clause 27 of this Agreement. The Landowner shall pay to the Council the Social Work Contribution within 28 days of such written request. In the event that no written request is received, this Clause 24 shall be held to be *pro non scripto*.

- 24.2 The Social Work Contribution shall be used only to fund aids and adaptations to the Affordable Units. In all cases, the manner in which the Social Work Contribution is spent will be a matter at the discretion of the Council.

25. Disputes

- 25.1 Any dispute or difference arising between the parties concerning the construction or implementation of this Agreement shall failing agreement be referred to and determined by an expert appointed by the parties who shall be a suitably qualified experienced member of the Royal Institution of Chartered Surveyors of at least 10 years standing, who will, failing agreement between the parties be appointed by the Chairman for the time being of the Royal Institution of Chartered Surveyors on the application of any party to the dispute or difference, and who shall act as an expert and not as an arbitrator. The expert will be requested to reach his decision within two calendar months of his appointment and to take account of representations received within 21 days of his appointment, to enable the expert to provide a reasoned determination, which determination shall include a statement of the reasons therefor. The decision of the expert, including that as to costs, except in the case of manifest error or omission will be final and binding on the parties to the dispute or difference and, for the avoidance of doubt, there shall be specifically excluded the provisions of Rule 41 of the Scottish Arbitration Rules, which Scottish Arbitration Rules are contained in Schedule 1 to the Arbitration (Scotland) Act 2010 which would otherwise permit an application to the Court of Session on any question of law.

26. Discharge

- 26.1 In the event of the Planning Permission being revoked or in any way falling, the obligations under this Agreement shall fall and be denied *pro non scripto*.

27. Notices

- 27.1 All notices which require to be given in terms of this Agreement shall be in writing and shall be deemed to be sufficiently served if signed by or on behalf of the party issuing the notice and either (i) delivered personally, or (ii) sent by pre-paid recorded delivery or registered post addressed:

27.1.1 In the case of the Council, to the Council at its principal office or to such other address as the Council may have notified the other parties previously in writing; and

27.1.2 In the case of the Landowner, at its Registered Office or Head Office and, for subsequent persons with an interest in the Agreement Subjects (if a body corporate) at its Registered Office or Head Office, and (if an individual) at his last known address in the United Kingdom and (if a partnership) to the partnership and any one or more of the partners thereof at its last know principal place of business in the United Kingdom or (in any case) at such address as the Landowner may have notified in writing to the other parties;

and any such notice shall be deemed to have been served (i) if delivered personally, at the time of delivery, and (ii) in the case of pre-paid recorded delivery or registered post, on the second business day after the date on which the same was posted (excluding weekends and public and statutory holidays).

28. Miscellaneous

- 28.1 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 28.2 References to statutes, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.
- 28.3 References to the singular include the plural and references to any gender include all genders.

- 28.4 Wherever in this Agreement the decision, approval, consent or declaration of satisfaction of the Council is required then, save where expressly otherwise provided, the Council shall act reasonably and expeditiously in respect of the same but under declaration that nothing herein contained shall constrain the proper discharge by the Council of their statutory duties, responsibilities and functions.
- 28.5 Any decision, approval, consent or declaration of satisfaction of the Council required under this Agreement must be issued in writing before it shall be binding on the Council.
- 28.6 For the purposes of this Agreement a Residential Unit shall not be regarded as "occupied" unless it is being used for residential occupation, and possession for the purpose of construction, or fitting out, or marketing shall not constitute occupation for these purposes.
- 28.7 The parties consent to the recording of this Agreement in the Books of Council and Session for preservation and execution.
- 28.8 The Landowner shall not assign, burden, convey, dispoise, lease nor in any other way deal with his interests in the Agreement Subjects or any part of parts thereof prior to the registration of this Agreement in the Land Register of Scotland.
- 28.9 All sums payable by the Landowner to the Council, other than the Primary Healthcare Contribution which will be dealt with in accordance with clause 12.4 hereof, will be Indexed.
- 28.10 Except for the planning obligations contained in this Agreement specifically regulating the use of land or buildings after construction, no planning obligations contained in this Agreement shall be binding on owners or occupiers of buildings (and land associated with any building) constructed pursuant to the Planning Permission. For the avoidance of doubt, this clause 28.10 applies to land held by any of the statutory utilities for their operational purposes and any substations constructed thereon.

29. Provision of Information

- 29.1 The Council shall be entitled to establish by any reasonable means whether the provisions of this Agreement are being complied with, and the Landowner acknowledges and agrees to provide within a reasonable period, at no expense to the Council, and in such format as is required by the Council, such information as is reasonably required by the Council in connection with the monitoring of this Agreement and the implementation of its provisions.

30. Costs

- 30.1 The Landowner shall pay the Council's reasonable and properly incurred legal fees, expenses and outlays (together with any VAT thereon) in connection with the preparation and execution of this Agreement to a maximum liability in respect of the legal fees element of SEVEN HUNDRED AND FIFTY POUNDS (£750) STERLING, and the Landowner shall pay for the costs of registering this Agreement in the Land Register of Scotland and the costs of obtaining two extracts thereof.

31. Laws of Scotland

31.1 This Agreement shall be construed in accordance with the Laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents consisting of this, the preceding 19 pages, Plan 1, Plan 2, Plan 3, Plan 4, Plan 5, Plan 6 and the Schedule are executed as follows:

They are sealed with the Common Seal and subscribed for and on behalf of

RENFREWSHIRE COUNCIL

at [redacted]
on [redacted]
by [redacted]

one of its Proper Officers

[redacted]
(Signature of Proper Officer)

They are subscribed for and on behalf of

BAE SYSTEMS (PROPERTY INVESTMENTS) LIMITED

at [redacted]
on [redacted]
by [redacted]

one of its directors

[redacted]
(Signature of director)

in the presence of:

[redacted] (Signature of witness)
[redacted] (Name)
[redacted] (Address)

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING MINUTE OF AGREEMENT
BETWEEN THE RENFREWSHIRE COUNCIL AND BAE SYSTEMS (PROPERTY INVESTMENTS)
LIMITED**

SCHEDULE

**Part 1
Agreements Subjects**

ALL and WHOLE (i) the subjects being the Royal Ordnance Factory, Bishopton, PA7 5NJ and registered in the Land Register for Scotland under Title Number REN22000; and (ii) the subjects being Reilly Farm, Turningshaw Road, Houston, Johnstone, PA6 7BP and registered in the Land Register of Scotland under Title Number REN31783, as shown for the purposes of identification only edged red on Plan 1.

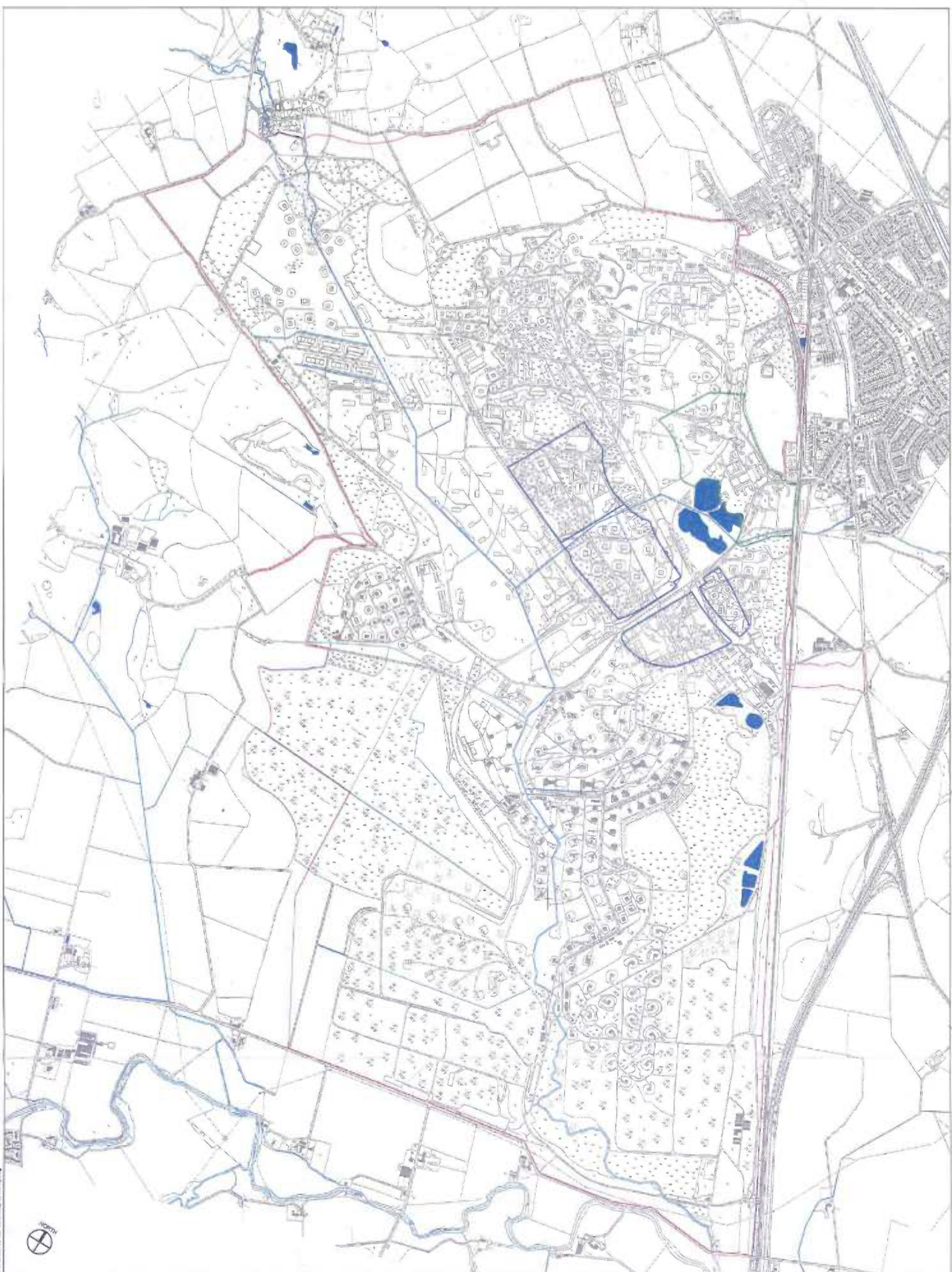
Part 2
Education and Community Facility Specification




- All structural building elements, above and below ground including structural floors
- External envelope including insulated external walls, floor and roof, exterior glazing and door openings, external building finishes, rainwater goods etc
- Builders work openings and embedded ducts through structural fabric to allow for future services installations
- Below ground drainage and connection to mains systems
- Mains services (electricity, gas, MCW) connections and service runs brought to agreed connection point within building
- Secure boundary fence and entrance gates.
- Internal finishes to walls, floors, stairs including plaster and tiled finishes to walls and ceilings as required
- Internal non-structural partitions and ceilings, including suspended ceilings
- All internal joinery including doors and linings, skirtings, architraves, window cills and stair balustrades etc
- All fixtures and fittings including sanitary ware etc
- All internal above ground services installations including fire alarm, sprinkler, CCTV, security systems and IT cabling (for the avoidance of doubt this would not include server or other hardware equipment)
- All above ground internal drainage installations
- External soft and hard landscaping including roads, paths, car parking and service areas etc
- All external services installations including below ground ducts

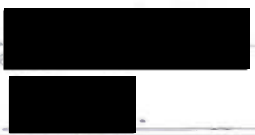
RBW

BRW

This is the plan referred to in para 1 of the Faculty Minute of Agreement between the employers council and BAE Systems (Pentagon Improvement) Limited



-  SITE OWNERSHIP BOUNDARY
-  VILLAGE CORE
-  EMPLOYMENT LAND



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masterplanning
planning
landscape
ecology

drawing title
SITE OWNERSHIP

client
BAE SYSTEMS
project
ROYAL ORDNANCE BISHOPTON

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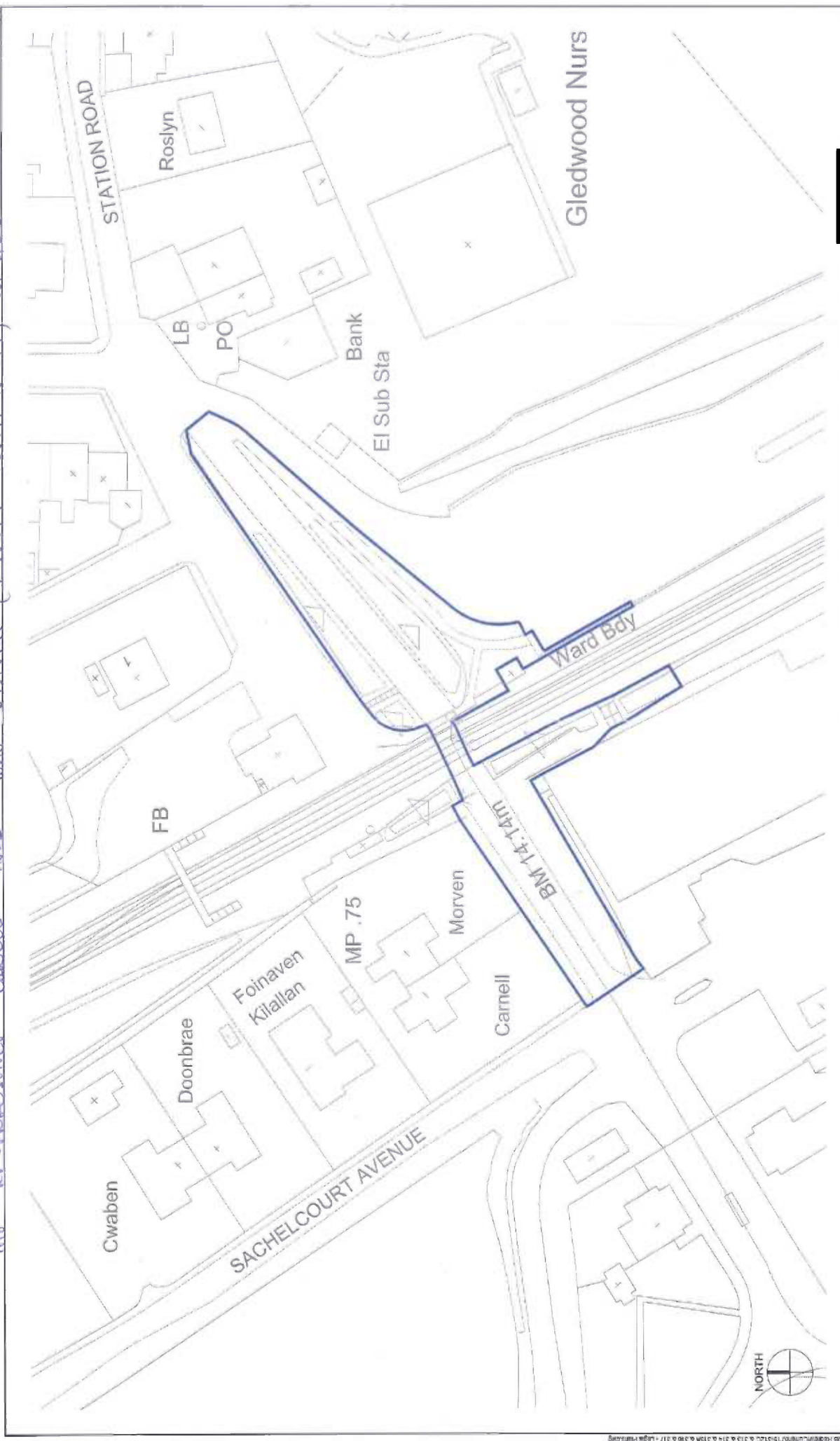
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Original paper size (A3) 297x420mm

THIS IS THE PLAN REFERENCE TO AS PLAN 2 IN THE PROVISIONARY MAP OF AGREEMENT BETWEEN THE SUBSTITUTES COUNCIL AND GOVT SYSTEM (PROPOSED INVESTMENT) LIMITED



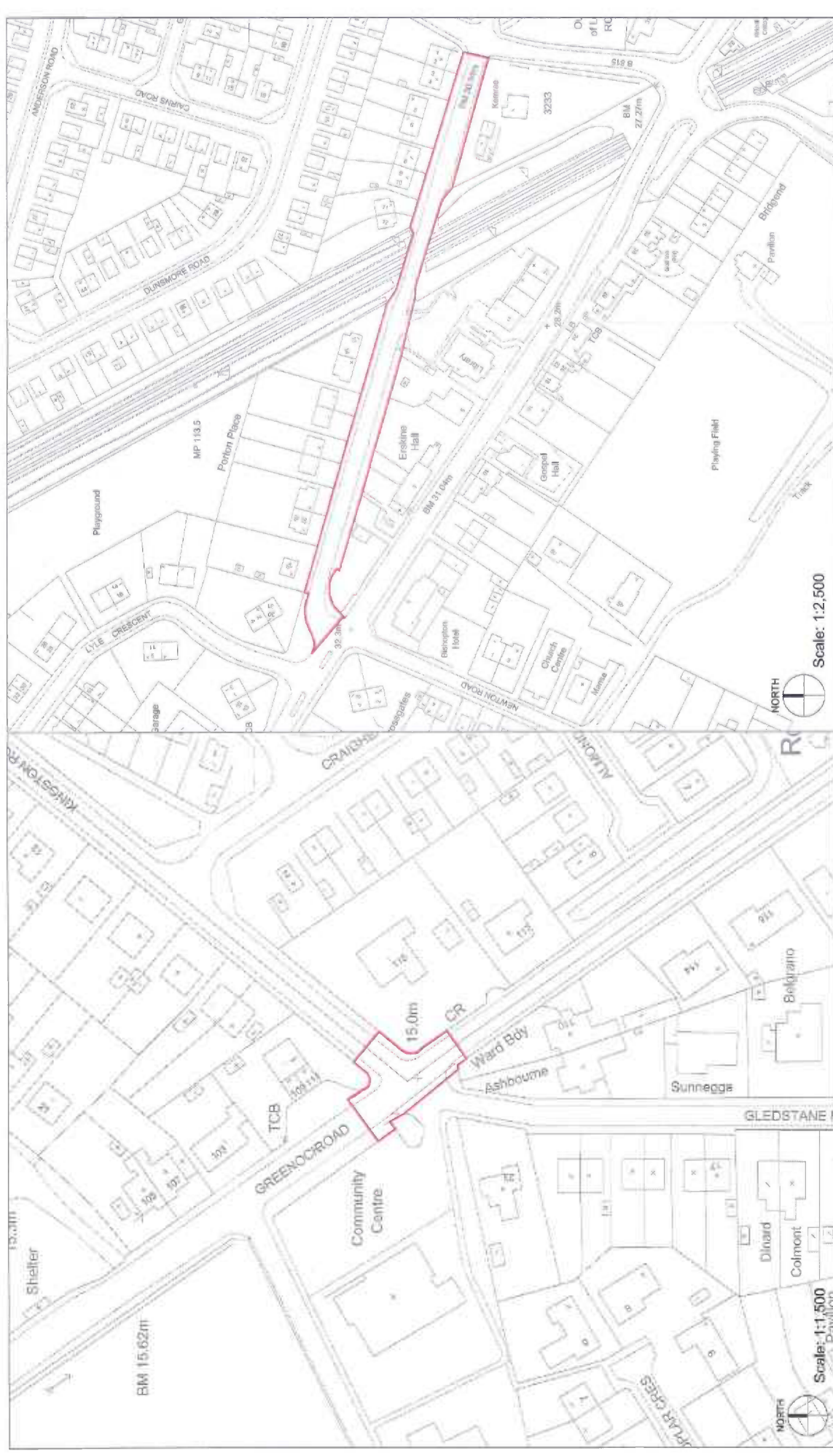
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client / project
BAE SYSTEMS
ROYAL ORDNANCE, BISHOPTON

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THIS IS THE PLAN REFERENCE TO THE PLAN 4 IN THE FOREGOING MINUTE OF AGREEMENT BETWEEN THE ROYAL ORDNANCE, BISHOPTON AND BAE SYSTEMS (PROPERTY IMPROVEMENT) LIMITED



drawing title
KINGSTON ROAD/ OLD GREENOCK ROAD IMPROVEMENTS

client / project
BAE SYSTEMS ROYAL ORDNANCE, BISHOPTON

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THIS IS THE PLAN REFERRED TO AS PLAN 5 IN THE FORTHCOMING MINUTE OF AGREEMENT BETWEEN THE BUSINISSES CONCERNED AND BAE SYSTEMS (PROPERTY INVESTMENT) LIMITED



drawing title
LOCATION OF PARK AND RIDE

Cass Associates
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client / project
BAE SYSTEMS
ROYAL ORDNANCE, BISHOPTON

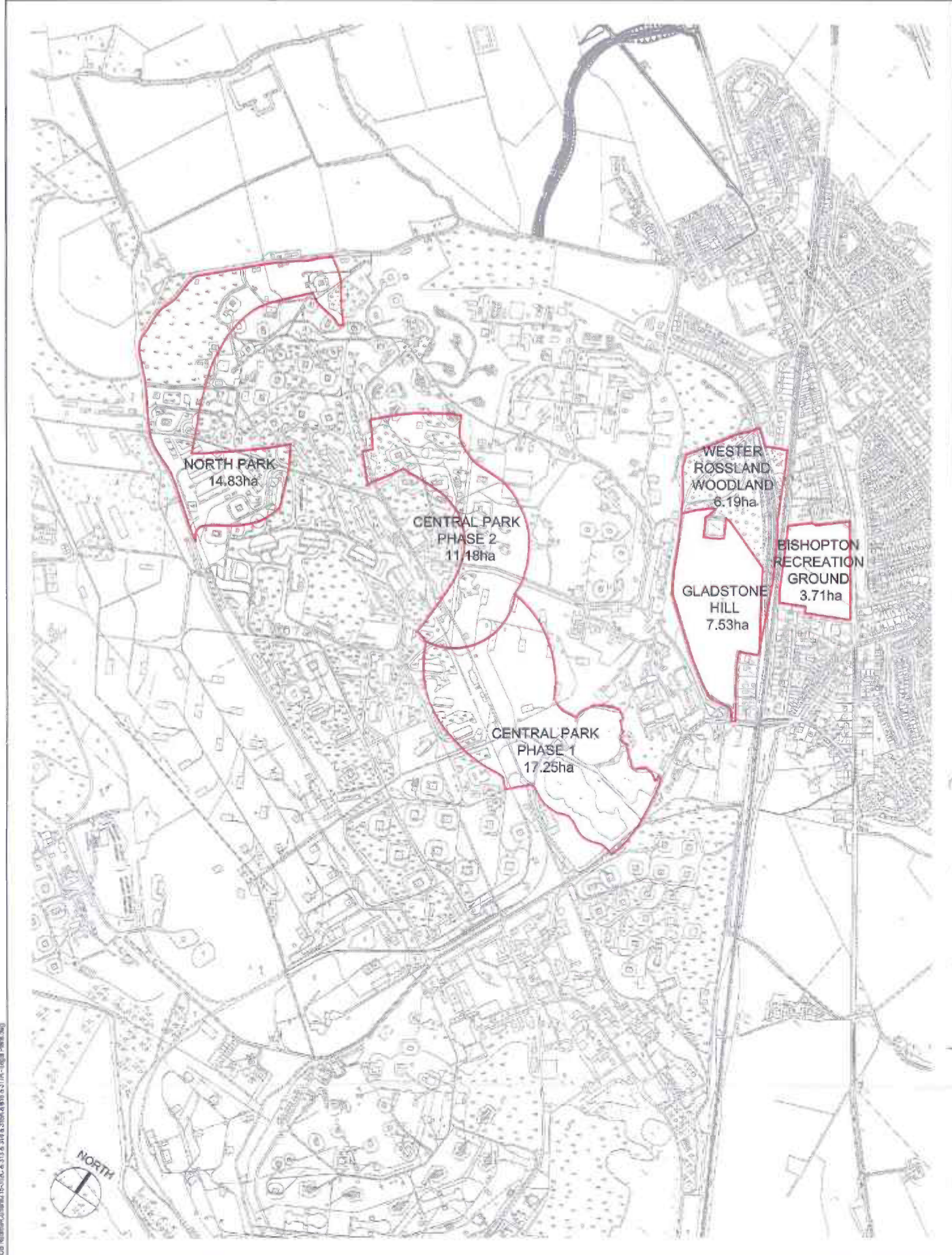
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715/316

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this is the plans referred to in para 6.2 of the Freedom of Information Act 2000
 the planning committee and other systems (property information) would be approved by the planning committee



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drawing title
SPORT, RECREATION & PLAY FACILITIES

client / project
**BAE SYSTEMS
 ROYAL ORDNANCE, BISHOPTON**

scale 1:12,500
 date 29.06.09
 dn SW chkd GT

**715/317
 Revision A**