

DATED _____ 200

THE CITY COUNCIL OF BRISTOL

-and-

BRISTOL ROVERS (1883) LIMITED

and

BARCLAYS BANK PLC

AGREEMENT

under Section 106 of the
Town and Country Planning Act 1990

relating to Premises known as
The Memorial Stadium Filton Avenue
Bristol

ARJ/ID4/131

STEPHEN McNAMARA
HEAD OF LEGAL SERVICES
P O BOX 2156
THE COUNCIL HOUSE
COLLEGE GREEN
BRISTOL BS99 7PH

ARJ/GB

28th February 2007

THIS AGREEMENT is made the _____ day of

Permission

“ Traffic Management Plan”	shall mean an emergency traffic management plan to address and resolve the conflict between vehicles and pedestrians in the vicinity of the Application Land during match days
“Enabling Development”	shall mean the student accommodation, the hotel, office accommodation conference facilities and the retail shops forming part of the Development
“the First Event”	shall mean the first league or cup fixtures to be held at the Stadium
“Index Linked”	shall bear the meaning set out in the Fourth Schedule hereto
“Landscape Management Plan”	means a plan for the future management of the Amenity Land
“Landscaping Plans”	means the plans to identify the landscaping of the Amenity Land
“Monitoring Fee”	shall mean the sum of SEVEN THOUSAND FOUR HUNDRED AND FIFTY POUNDS (£7,450.00) Index Linked towards the Council’s costs of monitoring the Owner’s compliance with its obligations contained in this Agreement
“Pedestrian Facilities Contribution”	shall mean the sum of TEN THOUSAND POUNDS (£10,000) Index Linked towards local pedestrian facilities in the vicinity of the Application Land
“Plan”	shall mean the plan attached to this Agreement
“Planning Application”	shall mean the application made by the Owner (referencenumber: 06/03850/F) to the Council for full planning permission to develop the Application Land and shall include any amended or substantially similar application relating to the Application Land
“Planning Permission”	shall mean a Notice of Decision issued by the Council permitting the Development in accordance with the Planning Application
“Public Transport	shall mean the sum of THIRTY THOUSAND POUNDS

Contribution	(£30,000.00) Index Linked towards the provision of two bus shelters raised kerbs and real time information on the two bus stops in Filton Avenue to improve waiting facilities and encourage bus usage
“Residents Parking Zone”	shall mean a residents parking zone to be implemented by the Council in the vicinity of the Application Land
“Residents Parking Zone Contribution”	shall mean the sum of ONE HUNDRED THOUSAND POUNDS (£100,000.00) Index Linked towards the cost of implementation of the Residents Parking Zone
“Season”	shall mean from the date of the first home league football or rugby match at the Stadium to the last home football or rugby match at the Stadium
“Scoot Sum”	shall mean the sum of FIVE THOUSAND POUNDS (£5,000.00) Index Linked towards the SCOOT system to improve the flow of traffic and to minimise localised congestion in the vicinity of Filton Avenue, Gloucester Road and Muller Road
“Stadium”	shall mean the sports stadium to be erected on the Application Land in accordance with the Planning Permission
“Student Accommodation”	shall mean that part of the Enabling Development specifically designated for use as student accommodation
“Travel Plan	shall mean a travel plan the objective of which is to manage the demand for transport in respect of supporters and workplace travel and to deliver a modal shift away from the private car in favour of public transport and other means of travel including walking and cycling
Framework”	shall mean the form of Framework Travel Plan attached to this Agreement
“TRO Sum”	shall mean the sum of TEN THOUSAND POUNDS (£10,000.00) Index Linked towards the cost of the administration and implementation of Traffic Regulation Orders to improve junction

WHEREAS

1. The Council is both the local planning authority for the purposes of the Act and the local highway authority for the area in which the Application Land is situated and is the Authority by whom this agreement is enforceable
2. The Owner is registered at the Land Registry as proprietor with Absolute Title under Title Number [] in respect of the Application Land
3. The Owner has by the Planning Application applied to the Council for permission to develop the Application Land in accordance with the Planning Application
4. The Council has agreed to issue Planning Permission contemporaneously with the Owner entering into this Agreement

NOW THIS DEED WITNESSES as follows:

1. THIS Agreement will be registered as a Local Land Charge and is entered into pursuant to Section 106 of the Act Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and all other statutory and other enabling powers and shall be enforceable accordingly but without prejudice to all and any other means of enforcing them at law or in equity or by statute
2. THE covenants agreements and obligations entered into by the Owner and created by this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council against the Owner and/or if applicable against its assigns and the same are entered into by the Owner for itself and its (subject as hereinafter mentioned) its assigns or successors in title to the Application Land with the intention of binding the Application Land and each and every part thereof into whosoever hands the same shall come
3. THE Owner for and on behalf of itself its heirs assigns and successors in title with the intention that the provisions shall bind the Application Land and every part of it into whosoever hands it may come covenants with the Council in the form set out in the First Schedule
4. If any sum payable under this Agreement is unpaid on the date on which it is due then

(save in the case of manifest error in the calculation of the due sum) the Owner shall pay interest on the sum outstanding from the due date until the actual date of payment at the rate of 3% above the base lending rate from time to time of National Westminster Bank Plc

5. Any notices to be served or document to be submitted on or to any party to this Agreement shall be delivered or posted to that party at the address specified as theirs at the head of this Agreement and in the case of the Council addressed to the appropriate officer
6. THE Owner shall pay to the Council:-
 - 6.1 its proper and reasonable costs incurred in connection with this Agreement and
 - 6.2 on receipt of notice in writing from the Council the Monitoring Fee
7. In the event that the approval consent or agreement of any party to this Agreement is required then such consent or approval or agreement shall not be unreasonably withheld or delayed
8. The Mortgagee hereby consents to the giving of the obligations on the part of the Owner and hereby agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession and that such liability will cease once it has parted with its interest in those parts of the Application Site as are charged to the Mortgagee.

EXECUTED as a deed by the parties and delivered the day and year first above written

THE FIRST SCHEDULE

Owners Covenants

1 SUPPORTERS BUSES

- 1.1 Prior to the First Event at the Stadium and thereafter not later than one month prior to the start of each Season at the Application Land the Owner will submit to the Council average home attendance figures for the previous Season's attendance at the Stadium and obtain written agreement from the Council prior to the First Event at the Stadium and thereafter prior to the start of each Season to a proposed supporters bus timetable to include pick up and drop off points the route of the bus service and the schedules and timetables relating thereto by having reference to the matrices below

- 1.2 For the first Season it is agreed that 20 per cent will be added to the previous full seasons home attendance figures before applying the attendance figure to the matrices below in order to calculate the number of supporters buses required from the Owner
- 1.3 The Owner will provide supporters buses for each home football and rugby match for the duration of each Season in accordance with the agreed supporters bus timetable referred to in paragraph 1.1 of this Schedule to the satisfaction of the Council

Matrix for home football matches:-

Average Home Attendance (More than)	Number of Buses	Bus or buses to be provided from these pick up points
8,000	1	Kingswood/Eastville
9,000	1	Hanham/St George/Redfield
10,000	1	Downend/Frenchay
11,000	1	Little Stoke/Patchway
12,000	1	Longwell/Bitton
13,000	1	Southmead/Brentry
14,000	1	Brislington
15,000	1	Yate/Westerleigh/Chipping Sodbury
16,000	1	Almondsbury
17,000	1	To be specified by the Council
18,000	1	To be specified by the Council

Matrix for home rugby matches:-

Average Home Attendance (More than)	Number of Buses	Bus or buses to be provided form these pick up points
8,000	1	Clifton/Abbots Leigh
9,000	1	Westbury
10,000	1	Downend/Frenchay
11,000	1	Redland/Cotham

12,000	1	Kingswood/Eastville
13,000	1	Hanham/St George/Redfield
14,000	1	Little Stoke/Patchway
15,000	1	Brislington
16,000	1	Bedminster/Southville
17,000	1	To be specified by the Council
18,000	1	To be specified by the Council

2. PARK AND RIDE BUS SERVICE

- 2.1 Prior to the First Event at the Stadium and thereafter not later than one month prior to the start of each Season the Owner will submit to the Council average home attendance figures for the previous Season's attendance for each home football and rugby match played at the Stadium and obtain written agreement from the Council prior to the First Event at the Stadium and thereafter prior to the start of the Season to a park and ride bus service to include pick up drop off points the route of the bus services and the schedules and timetables relating thereto by having reference to the matrix below
- 2.2 For the first Season it is agreed that 20 per cent will be added to the previous Season's home attendance figures before applying the attendance figure to the matrices below in order to calculate the number of park and ride buses required from the Owner
- 2.3 The Owner will provide park and ride buses for each home football and rugby match for the duration of each Season in accordance with the agreed park and ride bus service referred to in paragraph 2.1 of this Schedule to the satisfaction of the Council

Matrix for Park and Ride Bus Service:-

Average Home Attendance (More than)	Number of Buses
8,000	4
12,000	5
13,000	6

14,000	7
15,000	8
16,000	9
17,000	10
18,000	11

2.4. If after the first Season played at the Stadium the park and ride buses provided pursuant to this paragraph of this Schedule are running at an occupancy level of 50% or less the Owner shall propose to the Council modifications to the Park and Ride Bus Service for the purpose of increasing use of the Park and Ride Bus Service such modifications to be previously agreed by the Council prior to implementation.

3. RESIDENTS PARKING ZONE

- 3.1 Prior to Commencement of Development of the Application Land to pay the Residents Parking Zone Contribution to the Council
- 3.2 For each Season that the average home attendance figures for either football or rugby matches exceed 4,950 the Owner will pay to the Council the sum of FORTY THOUSAND POUNDS (£40,000.00) Index Linked for the enforcement and administration of the Residents Parking Zone such payment to be made within eight weeks of the last home league match of the preceding Season

4. TRAVEL PLAN

- 4.1 Prior to the First Event at the Stadium the Owner will submit to and obtain the approval in writing from the Council to a Travel Plan based on the Travel Plan Framework comprising immediate continuing and long term measures to promote and encourage accessibility of the Application Land by alternative modes of transport to the car including walking and cycling
- 4.2 The owner will perform and observe implement and adopt the measures terms conditions and obligations contained or referred to in the Travel Plan

- 4.3 The Travel Plan will evolve year on year in accordance with changing circumstances of the Stadium and its environment following input from the travel plan co-ordinator and the Stadium Monitoring Group hereinafter mentioned and any alterations or amendments to the Travel Plan must be approved in writing by the Council or if proposed by the Council accepted by the Owner
- 4.4 As part of the Travel Plan and prior to the First Event at the Stadium the Owner will pay the Pedestrian Facilities Contribution to the Council
- 4.5 As part of the Travel Plan and prior to the First Event at the Stadium the Owner will pay the Public Transport Contribution to the Council

5. STUDENT PARKING AND CAR OWNERSHIP RESTRICTION

- 5.1 The Owner will market the Student Accommodation as car free and will make it clear to all potential tenants and occupants of the student accommodation that it will not be possible to keep any kind of motor vehicle within a 1.5 kilometre radius of the Application Land and that no resident of the Student Accommodation will be entitled to a parking permit in the Residents Parking Zone
- 5.2 In so far as in lawful the Owner will insert a restrictive clause in all tenancy agreements (and any other agreements granting a residential interest at the Application Land) of the Student Accommodation prohibiting the tenant from keeping any motor vehicle within a 1.5 kilometre radius of the Application Land and a provision that if the tenant is found to be in breach of this restriction that the agreement can be forfeited by the landlord and all rent held on behalf of the tenant will be forfeited
- 5.3 The Owner will ensure that the restriction referred to in Clause 5.2 hereof will be guaranteed by a suitable guarantor prior to occupation by the prospective tenant of the Student Accommodation

- 5.4. Should a tenant at the Student Accommodation become a registered disabled badgeholder during the duration of a tenancy or should there be any other circumstances relating to a resident pursuant to which the Council waives the requirements of this paragraph 5 of this Schedule then the provisions of this clause 5 shall not apply to such a tenant.

6. ADOPTION OF ACCESS ROADS

- 6.1 Prior to First Event at the Stadium the Owner will at its own cost make up the Access Roads to adoptable standards.
- 6.2 The Owner will assist the Council where required with the process of adopting the Access Roads as highways for all traffic
- 6.3 The Owner will pay for all costs expenses and liabilities associated with and howsoever incurred by the Council in connection with the adoption of the Access Roads as highways for all traffic
- 6.4 The Owner will pay for all costs and expenses howsoever incurred by the Council for the administration and implementation of any traffic regulation orders required as a consequence of the adoption procedure referred to in this Clause
- 6.5 If required by the Council the Owner will enter into a dedication agreement with the Council to dedicate the Access Roads to the public for use as highways for all traffic

7. HIGHWAYS CONTRIBUTIONS

- 7.1 Prior to Commencement of Development of the Application Land the Owner will pay the SCOOT Sum to the Council
- 7.2 Prior to Commencement of Development the Owner will pay the TRO Sum to the Council

8. TRAFFIC MANAGEMENT PLAN

- 8.1 Prior to the First Event at the Stadium and prior to the start of each football league and rugby league seasons thereafter the Owner will submit to and obtain the written approval from the Council to the Traffic Management Plan

- 8.2 Prior to each home football and rugby match to implement the provisions conditions and obligations contained in the Emergency Traffic Management Plan to the satisfaction of the Council

9. STADIUM MONITORING GROUP

- 9.1 Prior to the First Event at the Stadium the Owner shall submit to and agree with the Council the structure constitution membership and responsibilities of a stadium monitoring group and the Owner shall then facilitate the formation of the stadium monitoring group comprising of a representative from Bristol Rovers Football Club, Bristol Rugby Club, local residents the Council and the police (“the Stadium Monitoring Group”) to monitor transport issues arising from the use of the new Stadium and to suggest solutions and to monitor anti-social behaviour
issues that arise in the vicinity of the Stadium and to monitor any other issues considered appropriate at the time
- 9.2 The membership of the Stadium Monitoring Group may be varied with the prior agreement of the Council
- 9.3 To ensure that the Stadium Monitoring Group meets at least four times a year for the first four years and thereafter to meet at a frequency previously approved in writing by the Council and the minutes of the Stadium Monitoring Group shall be made available to the general public
- 9.4 The Owner will implement any reasonable and cost effective measures identified by the Stadium Monitoring Group pursuant to paragraph 9.1 hereof subject to such measures being approved by the Owner and the Council (both acting reasonably)

10. ENABLING DEVELOPMENT

Not to occupy the Enabling Development until development of the Stadium is completed and is ready for use to the reasonable satisfaction of the Council unless an alternative phasing programme is previously approved in writing by the Council

11. LANDSCAPING AND ACCESS TO AMENITY AREA

- 11.1 Prior to Commencement of Development the Owner will submit and obtain the written approval of the Council to the Landscaping Plans

- 11.2 Prior to the First Event at the Stadium the Owner will submit and obtain the written approval of the Council to the Landscape Management Plan
- 11.3 Prior to the First Event at the Stadium the Owner will landscape the Amenity Land in accordance with the Landscaping Plans
- 11.4 Following completion of the landscaping of the Amenity Land the Owner will manage the Amenity Land in accordance with the Landscape Management Plan
- 11.5 Prior to the First Event at the Stadium the Owner will obtain the written approval of the Council to a strategy for making the Amenity Land available to occupiers of adjoining properties that immediately back on to and adjoin the Amenity Land

12. PUBLIC ART

Prior to Commencement of Development the Owner will submit a strategy and obtain the written approval of the Council to the strategy for the commissioning inclusion and future management of public art within the Application Land to form part of the Development and the Development will be implemented in accordance with the approved strategy unless otherwise approved in writing by the Council but nothing in this clause shall oblige the Owner to expend a sum which is greater than £50,000 in relation to the provision of public art within the Development

THE SECOND SCHEDULE

Provisions for Index Linked payments

- 1.1 "The Index" means the (All items) Index of Retail Prices contained in the Monthly Digest of Statistics published by the Office for National Statistics or any publication substituted therefor
- 1.2 "Increase" means the amount (if any) by which the Index for the month preceding the date of payment exceeds the Index for January 2007
- 1.3 "Base Figure" means any sum payable under the provisions of this Agreement and stated to be Index Linked
- 1.4 "Additional Payment" means the sum that bears the same proportion to the Base Figure as the Increase bears to the Index for January 2007

PROVIDED ALWAYS that:-

1.4.1 if the reference base used to compile the Index shall change after today's date the figure taken to be shown in the Index after the change shall be the figure which would have been shown in the Index if the reference base current at today's date had been retained

1.4.2 if it becomes impossible by reason of any change after today's date in the methods used to compile the Index or for any other reason whatever to calculate the Additional Payment by reference to the Index or if any dispute or question whatever shall arise between the parties with respect to the amount of the Additional Payment or the construction or effect of this paragraph the determination of the Additional Payment or other matter of difference shall be determined by an Arbitrator to be appointed either by agreement or in the absence of agreement between the parties by the President for the time being of the Royal Institution of Chartered Surveyors (or his duly appointed deputy or any person authorised by him to make appointments on his behalf) on the application of either party who shall have full power to determine on such date as he shall deem

appropriate what would have been the increase in the Index had it continued on the basis and in view of the information assumed to be available for the operation of this paragraph or (if that determination shall also be impossible) shall determine a reasonable Additional Payment having regard to the purposes and intent of the provisions of this paragraph

2. Any sum payable under this Agreement and stated to be Index Linked shall be increased by the Increase and any Additional Payment shall be payable at the same time as the sum to which it refers

EXECUTED AS A DEED (but not delivered)
until the date hereof) by the affixing of)
the Common Seal of THE CITY COUNCIL)
OF BRISTOL in the presence of:-)

Authorised Officer

THE COMMON SEAL of BRISTOL)
ROVERS FOOTBALL CLUB was)
hereunto affixed in the presence of:)

Executed by BARCLAYS BANK Plc)
acting by)