

MINUTE OF AGREEMENT

under

SECTION 69 OF THE LOCAL GOVERNMENT (SCOTLAND) ACT 1973

And

SECTION 96 OF THE ROADS (SCOTLAND) ACT 1984

between

THE RENFREWSHIRE COUNCIL

and

BAE SYSTEMS (PROPERTY INVESTMENTS) LIMITED

**Subjects: Royal Ordnance Site, Station Road, Bishopston, PA7
5NJ**

**The Renfrewshire Council
Legal Services
Headquarters Building North
Cotton Street
PAISLEY
PA1 1TT**

MINUTE OF AGREEMENT

between

THE RENFERWSHIRE COUNCIL, constituted under the Local Government etc. (Scotland) Act 1994 and having their principal office at Headquarters Buildings, Cotton Street, Paisley (who and whose statutory successors as planning authority are hereinafter referred to as "the Council")

and

BAE SYSTEMS (PROPERTY INVESTMENTS) LIMITED, incorporated under the Companies Acts (Registered Number 03653604) and having its Registered Office at Warwick House, PO Box 87, Farnborough Aerospace Centre, Farnborough, Hampshire GU14 6YU (hereinafter referred to as "BAE Systems")

(ONE) In this Minute of Agreement, wherever the context so admits:-

- (One) Words importing the neuter gender only include the masculine and feminine genders;
- (Two) Words importing the masculine gender only include the feminine gender and vice versa;
- (Three) Words importing persons include corporations and vice versa;
- (Four) Words importing the singular number only include the plural number and vice versa;
- (Five) Clause headings are for ease of reference only and shall not affect the construction or interpretation of the clause; and
- (Six) Any reference to an act or acts of Parliament include modification, extension or re-enactment thereof and also include all instruments, orders, regulations, provisions, notices and directions for the time being made, issued, or given thereunder or deriving validity therefrom.

(TWO) In this Minute of Agreement the following expressions shall have the meanings hereunder mentioned, videlicet:-

- (One) "Subjects" means ALL and WHOLE (i) the subjects being the Royal Ordnance Factory, Bishopton PA7 5NJ being the whole subjects registered in the Land Register of Scotland under Title Number REN22000; and (ii) the subjects being Reilly Farm, Turningshaw Road, Houston, Johnstone PA6 7BP being the whole subjects registered in the Land Register of Scotland under Title Number REN31783
- (Two) "Planning Permissions" means the Planning Consent subject to conditions reference 09/0527/PP dated 24 March 2010 and Planning Consent subject to conditions reference 09/0456/PP dated 24 March 2010
- (Three) "Development" means the development of the Subjects authorised by the Planning Permissions
- (Four) "Northern Approach Route" means the northern approach route described in and shown coloured purple on the Northern Approach Route Plans in Part 1 of the Schedule annexed and executed as relative hereto
- (Five) "Southern Approach Route" means the southern approach route described in and shown coloured purple on the Southern Approach Route Plans in Part 2 of the Schedule annexed and executed as relative hereto
- (Six) "Low Bridge Avoidance Route" means the low bridge avoidance route described in and shown coloured purple on the Low Bridge Avoidance Route Plan in Part 3 of the Schedule annexed and executed as relative hereto
- (Seven) "Routes" means together the Northern Approach Route, the Southern Approach Route and the Low Bridge Avoidance Route
- (Eight) "Low Bridge Avoidance Conditions" means the conditions described in Part 4 of the Schedule annexed and signed as relative hereto
- (Nine) "High-Sided Vehicles" means all vehicles or extraordinary loads which exceed 3.8 metres (or 12 feet 6 inches) in height
- (Ten) "Bishopton Village Exclusion Zone" means the area shown coloured blue on the plan annexed and signed as relative hereto
- (Eleven) "Traffic Management Plan" means the Traffic Management Plan Revision D prepared by Gardiner & Theobald LLP dated 24th October 2010 and any revisions thereto approved by the Council as part of the discharge of conditions of the Planning Permissions
- (Twelve) "Construction Vehicle" means any vehicle categorized in Category C, C+E, C1, C1+E, D, D+E, D1, D1+E, F, G or H by the Driver and Vehicle Licensing Agency
- (Thirteen) "Roads" means the A726 (Erskine Bridge to St James Interchange) and B790 (Barnsford Road to Georgetown Reception Centre) roads
- (Fourteen) "Dilapidation Methodology" means the methodology forming Part 5 of the Schedule annexed and executed as relative hereto

- (Fifteen) "Georgetown Reception Centre" means the dedicated construction access to the Subjects from the B790 Houston Road incorporating off-road/on-site parking facilities, weighbridge and wheel-wash facilities.

WHEREAS

- (FIRST) The Council are the planning authority for the area of Renfrewshire in terms of Section 1 of the Town and Country Planning (Scotland) Act 1997 (hereinafter referred to as "the 1997 Act")
- (SECOND) The Council are the local roads authority for the area of Renfrewshire in terms of Section 1 of the Roads (Scotland) Act 1984 (hereinafter referred to as "the 1984 Act");
- (THIRD) It is a condition of the Planning Permissions that an agreement is entered into between the parties hereto dealing with the routing strategy, dilapidations survey and requirement for repairs to the Roads arising from the Development;
- (FOURTH) The Council as local roads authority are entitled in terms of Section 96(3) of the 1984 Act to enter into an agreement with any person for payment by him to the Council of a sum by way of a composition of any liability in respect of expenses incurred by the Council related to the Roads arising from the Development;
- (FIFTH) That the Council is entitled in terms of Section 69 of the Local Government (Scotland) Act 1973 to enter into an agreement with any persons to facilitate or be conducive or incidental to the discharge of its functions.

NOW and THEREFORE the parties have agreed and hereby agree as follows, videlicet:-

1. **Routing**
 - (a) BAE Systems will procure that all materials and plant imported to and exported from the Subjects (except where such materials and plant are transported by High-Sided Vehicles) will be transported along the Northern Approach Route or the Southern Approach Route (or along such realignment of the Routes or part thereof as is the public road from time to time (or in the event of closure of any part of the Routes as a public road along such other route as the parties then agree, acting reasonably)).
 - (b) BAE Systems will procure that all High-Sided Vehicles accessing or departing from the Subjects will be transported along the Low Bridge Avoidance Route but subject always to the Low Bridge Avoidance Route Conditions.

2. BAE Systems will issue or procure the issuing of instructions to the drivers of all motor vehicles importing materials and plant to and exporting materials and plant from the Subjects for the purposes of the Development to the effect that they shall use the Routes

at all times when they are using their vehicles and at such times shall not approach or depart from the Subjects otherwise than in accordance with the Routes, provided always that the Low Bridge Avoidance route shall be used by High-Sided Vehicles only.

3. Bishopton Village Exclusion Zone

BAE Systems shall use reasonable endeavours to ensure that no Construction Vehicles in connection with the Development shall enter the Bishopton Village Exclusion Zone, except where such Construction Vehicle is within the Bishopton Village Exclusion Zone in order to carry out works specifically required to take place in the Bishopton Village Exclusion Zone in terms of the Planning Permissions or such other planning permissions as shall apply in respect of the Subjects.

4. Monitoring and Enforcement

- (a) BAE Systems shall use reasonable endeavours to maintain a system of advance booking in respect of all deliveries of major plant and equipment and in respect of transit of materials to and from the Development, such system to record registration numbers of all vehicles involved in such activities.
- (b) BAE Systems shall ensure that signs are erected around Bishopton village, displaying contact telephone numbers (including at least one such number which is free to call) for members of the public to report any Construction Vehicle sighted within the Bishopton Village Exclusion Zone to BAE Systems or their agents.
- (c) On establishing a sighting of a Construction Vehicle within the Bishopton Village Exclusion Zone, BAE Systems shall first issue a written warning to the contractor responsible for the offending Construction Vehicle. In the event of any subsequent sighting of the Construction Vehicle for which that contractor is responsible within the Bishopton Village Exclusion Zone, BAE Systems shall impose such penalties upon that contractor as the contract between BAE Systems and the contractor shall allow.

5. Surveying and Maintenance

- (a) The Council shall, at such intervals as the Council (acting reasonably) shall deem appropriate and having regard to the Dilapidation Methodology, carry out dilapidation surveys of the Roads insofar as they form part of the Routes, which surveys shall monitor the effects of site traffic to and from the Development and the effects of any heavy vehicles and/or abnormal loads so as to identify any defects or wants of repair in the condition of the surface of the Roads. Thereafter, the Council shall carry out or procure the carrying out of all works required to remedy any defect or want of repair to the Roads identified in such survey.
- (b) BAE Systems shall pay to the Council on the first day of each calendar month the sum of TWELVE HUNDRED POUNDS (£1,200) STERLING in settlement of the Council's monthly costs in carrying out such surveys and in composition for any liability which might otherwise be incurred by BAE Systems in relation to the Roads

due to site traffic in respect of the Development. The first payment shall be due on the first day of the calendar month immediately prior to commencement of the construction of the access from the B790 to the Development and such payments shall be made on the first day of each calendar month, with the final payment being made on the first day of the calendar month immediately following the date when the Georgetown Reception Centre is closed to site traffic related to the Development, all of which is required by and further described in the Planning Permissions.

6. Right of Inspection

The Council's duly authorised offices and agents will be entitled to enter upon and into the Subjects for the purpose of (One) making reasonable enquiries to ensure compliance with the terms hereof, and (Two) ensuring compliance with the terms hereof provided that such entry is in accordance with the relevant legislation and BAE Systems Health and Safety Plan for the subjects.

7. Enforceability

This agreement will be enforceable at the instance of the Council not only against BAE Systems but also against their successors in title to the Subjects or any part or parts thereof and will be validly referred to in all transmissions of the Subjects or any part or parts thereof.

8. Variation

This Minute of Agreement may be terminated, varied, modified or amended by the parties, both of whom are bound to act reasonably and with reasonable expedition in considering any proposals for or in connection with any proposed termination, variation, modification or amendment.

9. Expenses

BAE Systems will bear (One) the Council's whole proper and reasonable legal expenses and the outlays incurred by the Council in connection with the preparation and execution of these presents and (Two) the dues of registration of this Agreement in the Books of Council and Session and of obtaining two extracts, one of which shall be for the Council.

10. Disputes

Any dispute of any kind which may arise between the parties hereto regarding the interpretation hereof or any matter arising therefrom will be referred to the decision of an arbiter to be mutually agreed between the parties or, failing agreement, appointed by the Sheriff of North Strathclyde at Paisley on the application of either party. The decision of such arbiter including any award of expenses will be final and binding on the parties and

failing such award the cost of any such arbitration will be borne equally between the parties.

11. Release of Obligations

In the event that the Development has been completed then the Council shall be obliged to enter into a formal deed in terms satisfactory to BAE Systems as soon as practicable after demand in writing by BAE Systems releasing them from their obligations in terms of this Agreement.

12. Consent to Registration

The parties hereto consent to the registration hereof for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the preceding six pages together with the Schedule hereto comprising five parts and the plan annexed hereto are signed for and on behalf of the said BAE Systems (Property Investments) Limited by Andrew John Cheesman and by Malcolm Frederick Green, both Directors of the said BAE Systems (Property Investments) Limited at Westcott, Aylesbury on the Thirtieth day of November Two thousand and Ten; and they are sealed with the Common Seal of the said Renfrewshire Council and subscribed for and on its behalf by James Kerr, Assistant Managing Solicitor and Authorised Signatory, both at Paisley on the Tenth day of December Two thousand and Ten.

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[Redacted]

[Redacted]

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[Redacted]

This is the Schedule referred to in the foregoing Minute of Agreement between Renfrewshire Council and BAE Systems (Property Investments) Limited

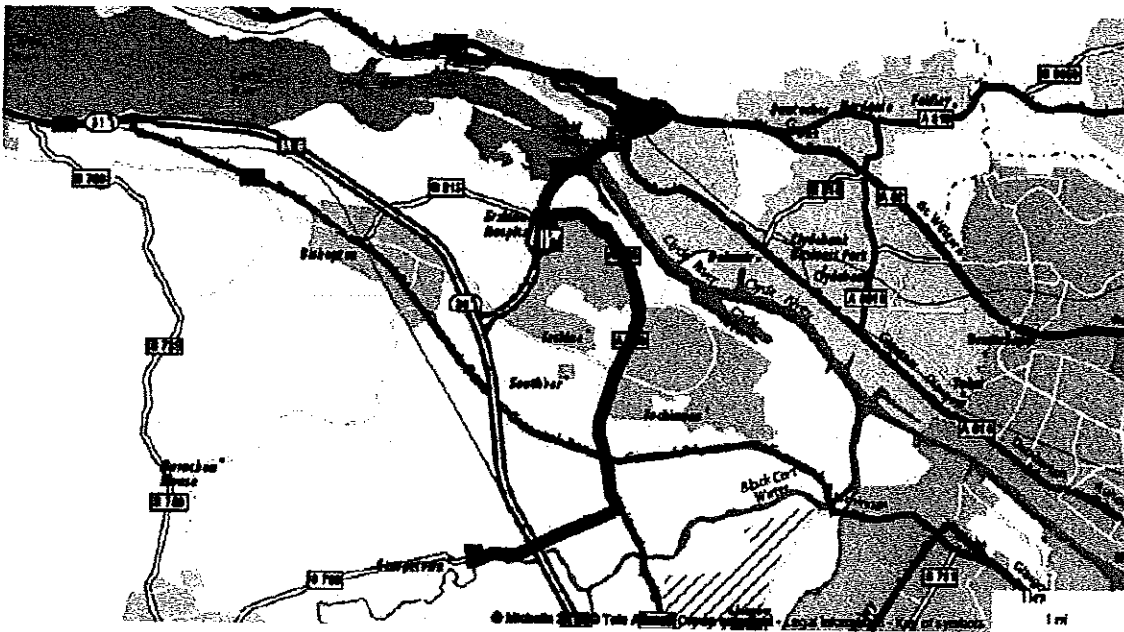
PART 1 - Northern Approach Route

When approaching the Development from either the A82 via the A898 (Erskine Bridge) or the M8 (East or Westbound):

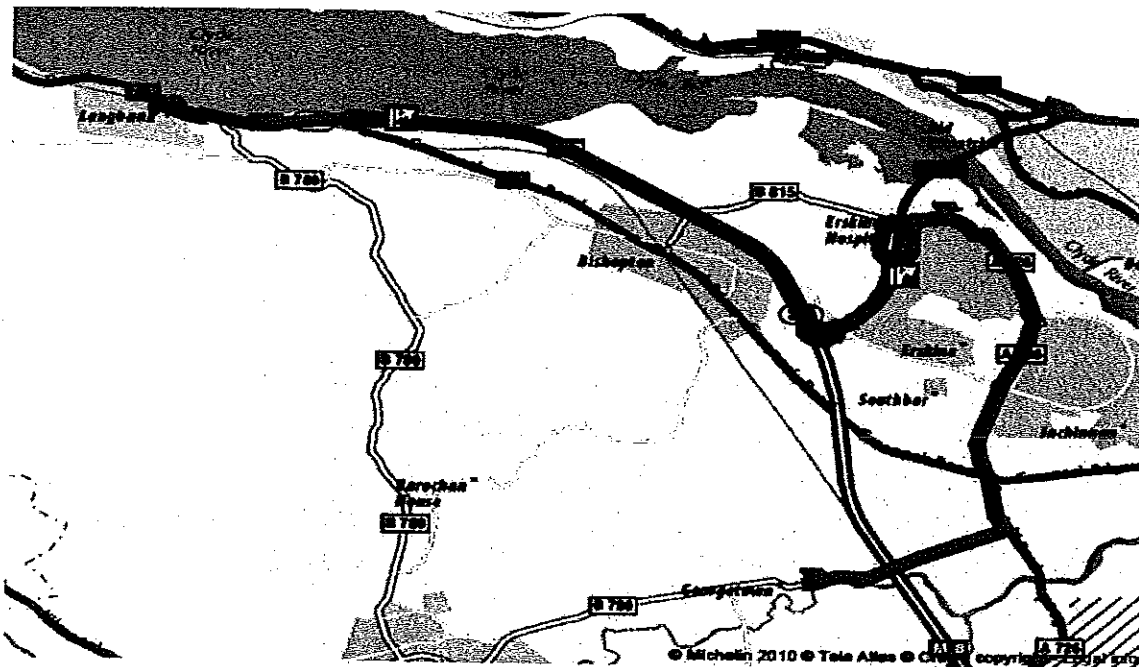
- Join the A/M898 (from Junction 30 of the M8 if approaching from the M8); then
- branch onto the A726 Southbound; then
- turn onto the B790 Westbound

Northern Approach Route Plans

From A82 via A898 (Erskine Bridge):



From M8:



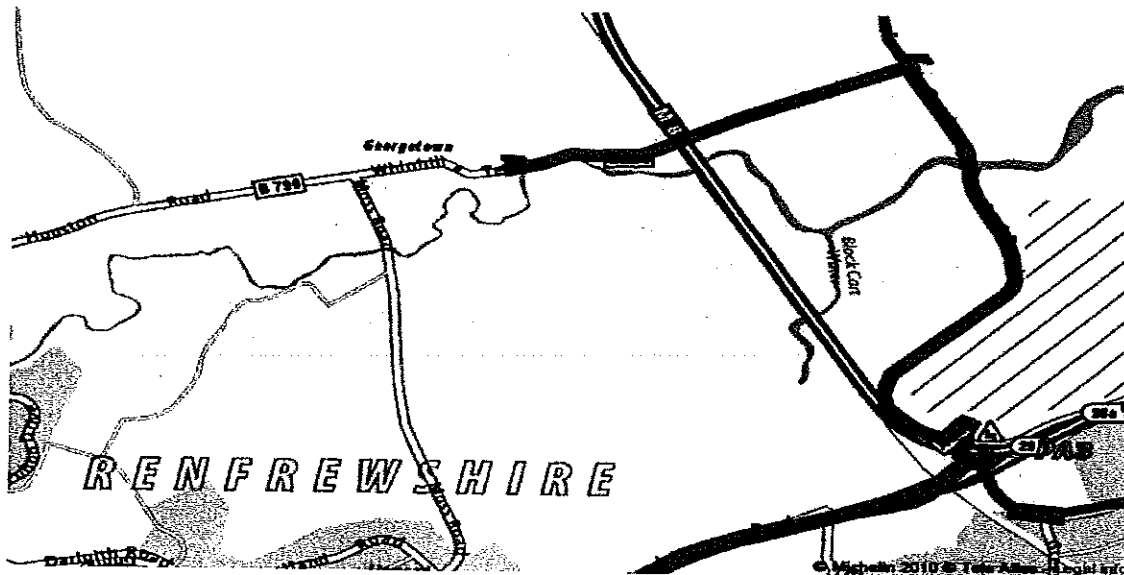
PART 2 - Southern Approach Route

When approaching the Development from the A726 (Paisley local access), the A737 or the M8 (East or Westbound):

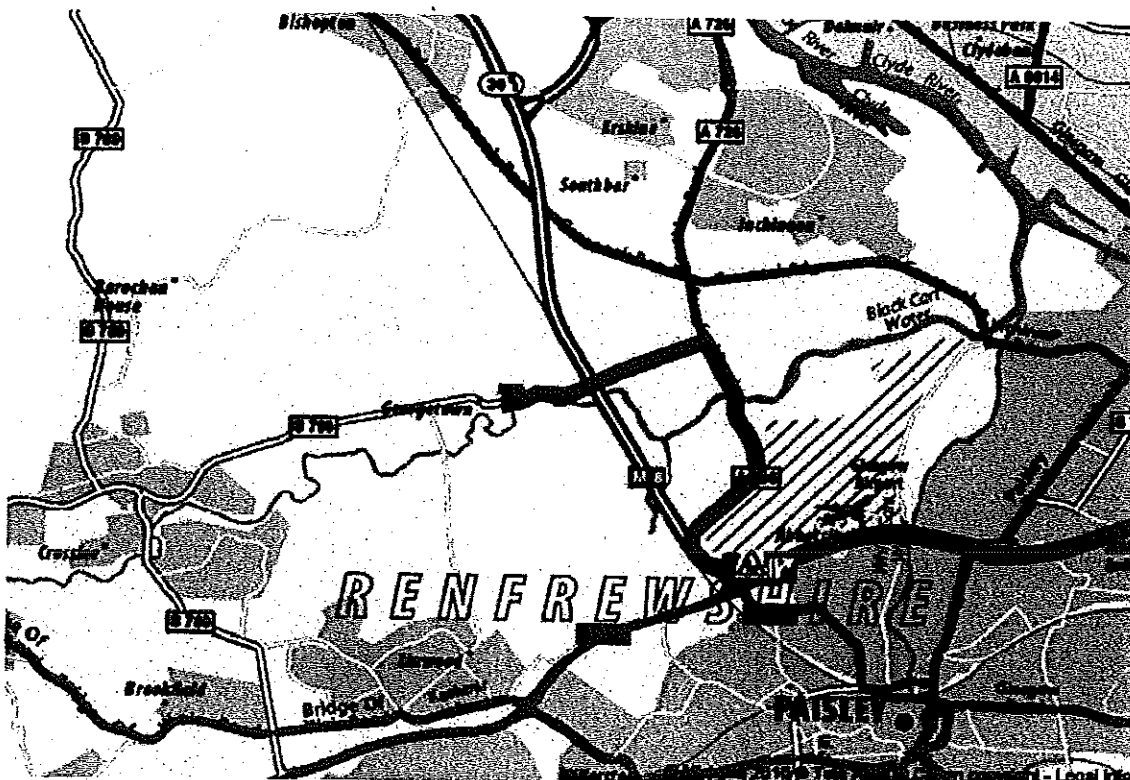
- Join the St James Interchange (from Junction 29 of the M8 if approaching from the M8); then
- follow onto the A726 Northbound; then
- turn onto the B790 Westbound

Southern Approach Route Plans

From A737:



From M8:



PART 4 – Low Bridge Avoidance Conditions

The following conditions shall apply when using the Low Bridge Avoidance Route:

1. The Development shall be accessed via the Low Bridge Avoidance Route by High-Sided Vehicles only.
2. As the Low Bridge Avoidance Route transits a residential area, BAE Systems should use all reasonable endeavours to ensure that it and its contractors should not use the Low Bridge Avoidance Route during the following hours:
 - (a) Monday to Friday Inclusive
 - (i) between 0800 hours and 1000 hours
 - (ii) between 1400 hours and 1900 hours
 - (b) Saturday and Sunday inclusive
 - (i) between 0800 hours and 1900 hours
 - (c) Monday to Sunday Inclusive
 - (i) between 2300 hours and 0600 hours
3. As the Low Bridge Avoidance Route includes sections of carriageway which are only 5.5 metres or thereby in width, BAE Systems shall use all reasonable endeavours to ensure that all necessary measures are taken to minimise disruption to the general public using the Low Bridge Avoidance Route as a result of the movement of High-Sided Vehicles. Movement of High-Sided Vehicles on the Low Bridge Avoidance Route will be planned in advance as far as is reasonably practicable by BAE Systems and its contractors and agreed with the Council as necessary, having regard to the provisions of the Traffic Management Plan.

Part 5 Dilapidation Methodology

Location

The survey will be carried out on the following roads:-

A726 between M8 Junction 29 St James Interchange and A898 Erskine Bridge.

B790 Houston Road between A726 Barnsford Road and the Georgetown Reception Centre

Frequency

A base line survey will be carried out prior to the opening of the Georgetown Reception Centre.

A monthly safety inspection of the Roads will be carried out to record defects in the carriageway. Where any significant areas of distress are noted, a service inspection of that area will be undertaken.

Any complaints notified to the Council will be investigated in line with the current policy of the Roads Service, normally within 2 working days.

A service inspection of the Roads will be undertaken when more than 2 areas of distress are noted in any safety inspection or as a minimum annually.

Repairs

Any repairs instructed will be prioritised in accordance with the Roads Service policy prevalent at the time and the standard of repair will have due regard to the type and volume of traffic using the roads.

Records

The results of all inspections and repairs will be retained for a minimum of 5 years.

The terms utilised in this part of the Schedule are as defined in Well Maintained Highways (National Code of Practice for Highway Maintenance Management) or any updated successor Code of Practice adopted by the Council.

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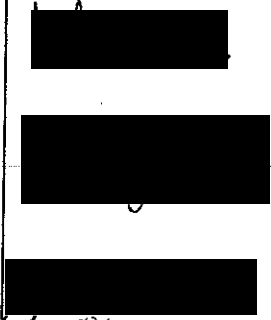
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This is the plan referred to in the foregoing minute of Agreement between Renfrewshire Council and BAE systems (Property Investments) Limited.

LEGEND

 BISHOPTON VILLAGE EXCLUSION ZONE



PROJECT NO: B0091A0C			DRAWING NO: RM90			SCALE: NTS		
DRAWN BY: B.McQ.			CHECKED BY: DRAFT			DATE CHECKED:		
BAE SYSTEMS								
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