

THIS AGREEMENT is made the *twenty ninth* day of *November*
One thousand nine hundred and ninety BETWEEN COTSWOLD DISTRICT
COUNCIL of Trinity Road Cirencester in the County of Gloucester
(hereinafter called "the Council") of the first part MALCOLM
VINCENT FARNSWORTH AUDREY FRANCIS FARNSWORTH NEIL FARNSWORTH and
IAN FARNSWORTH trading as H E Farnsworth and Son all of Rendcomb
Building North Cerney Cirencester aforesaid (hereinafter together
called "the Owners") of the second part and RENDCOMB AERODROME
LIMITED whose registered office is situate at Chapel House 24
Nutford Place London W1 (hereinafter called "the Company") of the
third part.

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called "the Act") for the District of Cotswold in the County of Gloucester
- (2) The Owners are the owners in fee simple in possession of land situate opposite Rendcomb Buildings North Cerney Cirencester aforesaid and shown edged red on the plan annexed hereto (hereinafter called "the Land")
- (3) The Company is the prospective purchaser of the Land
- (4) A written application under reference number CT6725 has been made to the Council and registered on the twenty first day of June One thousand nine hundred and eighty nine (together with amended plans received by the Council on the tenth day of October One thousand nine hundred and eighty nine) whereby planning permission was sought to use the Land as a grass airfield (hereinafter called "the Development")

(5) The Council are minded to grant planning permission for the Development provided the Owners and the Company covenant in manner hereinafter appearing pursuant to the Council's powers under Section 111 of the Local Government Act 1972 and Section 106 of the Act

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES

HERETO:-

1. The covenants by the Owners and the Company with the Council hereinafter contained are made with the intent that the covenants shall bind the Land and each and every part thereof and shall be binding on and enforceable against the successors in title of the Owners and the Company (but against the Owners and the Company only for so long as they own the land or any part thereof) and are covenants to which Section 106 of the Act and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 apply subject to clause 3 hereof

2. The Owners and the Company for themselves and their successors in title (but so as to bind the Owners and the Company only for so long as they shall own the land or any part thereof) hereby jointly and severally covenant with the Council:-

(1) Not to fly aircraft or allow or permit the flying of aircraft from the Land on more than one hundred and eighty days in any calendar year

(2) On the days when flying from the Land is permitted not to carry out or allow or permit more than thirty-five take offs of aircraft on any such day

(3) On the days when flying is permitted not to carry out or allow or permit the taking off or landing of aircraft from the Land except

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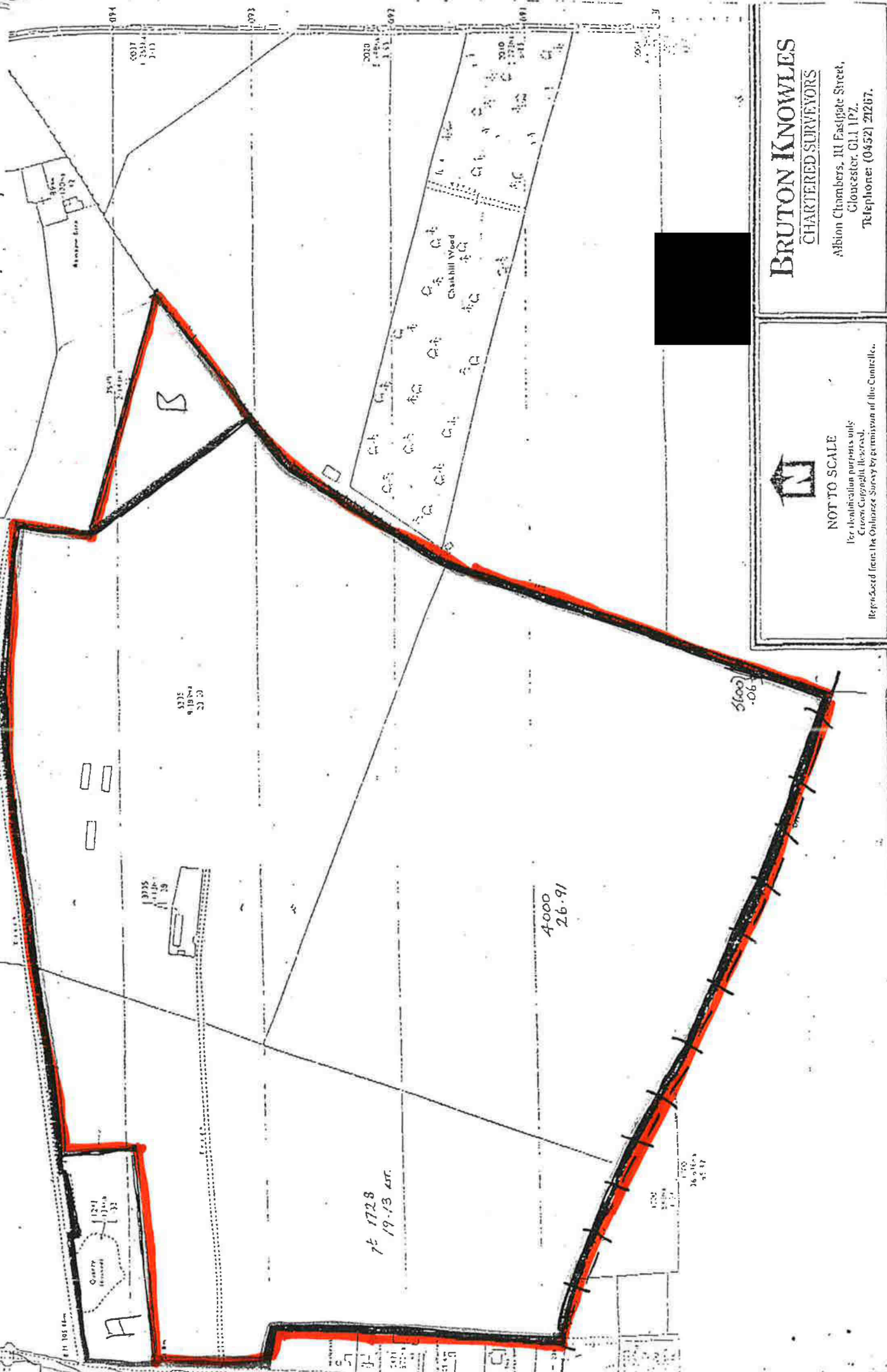
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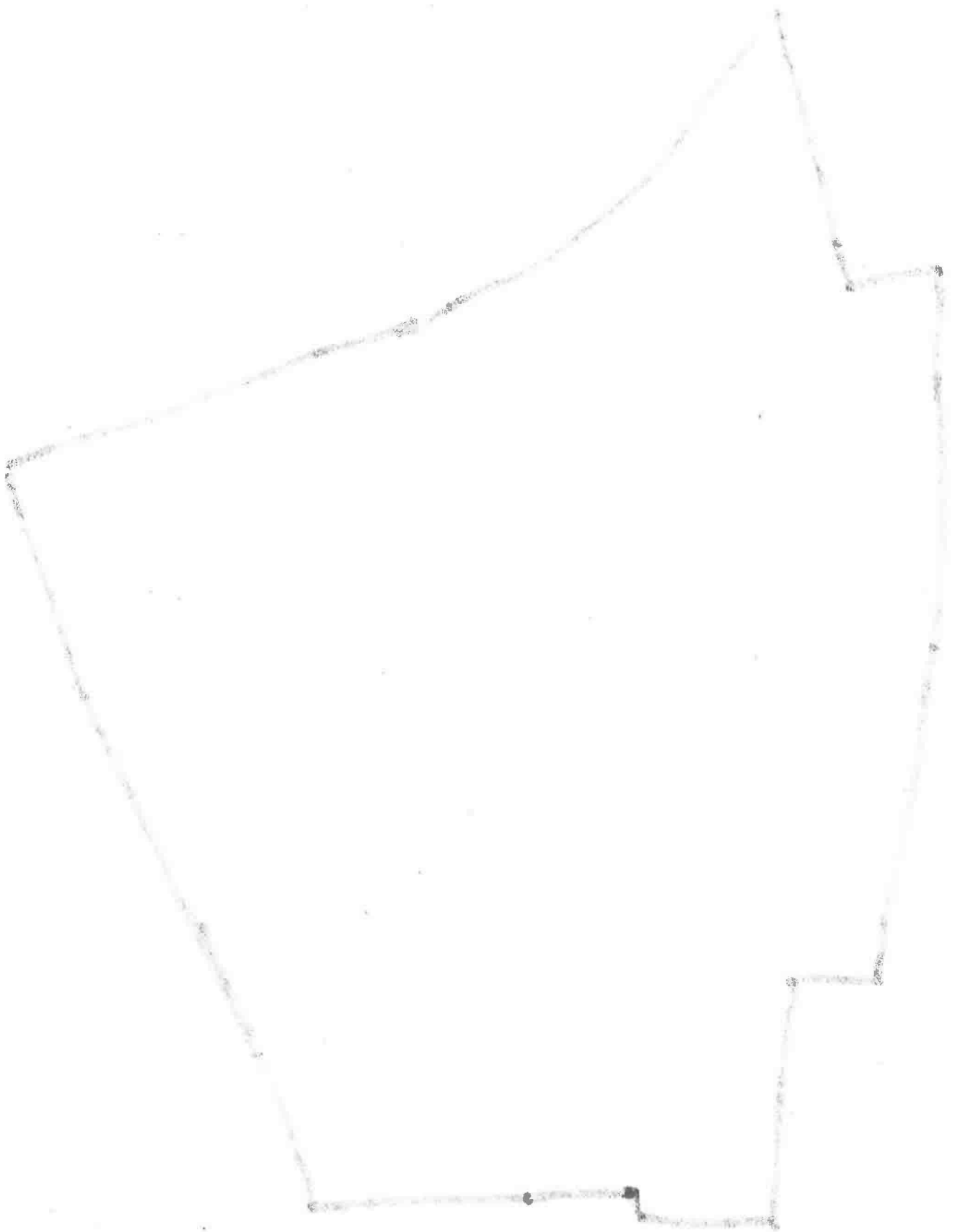
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BRUTON KNOWLES
 CHARTERED SURVEYORS
 Albion Chambers, 111 Eastgate Street,
 Gloucester, G1.1 1PZ.
 Telephone: (0452) 21287.

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between sunrise and sunset and not to carry out or allow or permit the taking off of more than two aircraft before 8.00 a.m. on any such day

(4) Not to use the Land or allow or permit the use of the Land for the stationing or flying of helicopters microlights or any aircraft with 'jet' engines

(5) Not to construct or allow or permit the construction of a hard surfaced runway on the Land

(6) Not to allow or permit the general public to have access to the Land except on 'open days' which shall not be held without the previous written consent of the Council

(7) Not to use the Land or allow or permit the use of the Land for the purposes of training flights the servicing or maintenance of aircraft with the exception of routine engine testing and essential routine maintenance which may take place immediately prior to the take off of aircraft from the Land

(8) Not to keep and/or station or allow or permit the keeping and/or stationing of more than twenty-five aircraft on the Land at any one time

(9) Not to install or permit or allow the installation of landing lights on the Land

(10) Not to use or install or permit or allow the use or installation of public address systems on the Land without the previous written approval of the Council

(11) Not to use the Land or allow or permit the use of the Land for commercial purposes with the exception that aircraft used elsewhere for commercial purposes may be kept or stationed upon the Land

(12) Not to seek from the date hereof any payment of compensation from the Council in respect of the Land under the Act or any statutory modification or re-enactment thereof for the time being in force except in the event of the acquisition of the Land or any part thereof under Part VI or Part X of the Act_____

3. The Council will release the Owners and the Company from the covenants in clause 2 hereof and forthwith remove any entry registered against the Owners and the Company in respect thereof in the event that either:- _____

(a) planning permission is not granted in accordance with the application under reference number CT.6725 within one year from the date hereof or _____

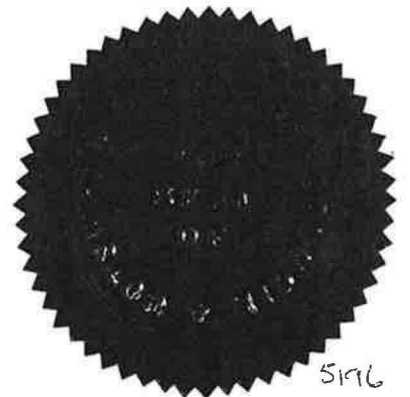
(b) the planning permission if granted is not implemented within the period noted therein for implementation thereof_____

IN WITNESS whereof the parties to this Deed have executed it as a Deed on or before the date first before written and have given authority to their respective solicitors to date and deliver the same and (if appropriate) a duplicate or counterpart thereof such dating being conclusive proof of delivery on the date first before written_____

THE COMMON SEAL of COTSWOLD)
DISTRICT COUNCIL was hereunto)
affixed in the presence of:-)

[Redacted Signature]

Chief Executive



5196

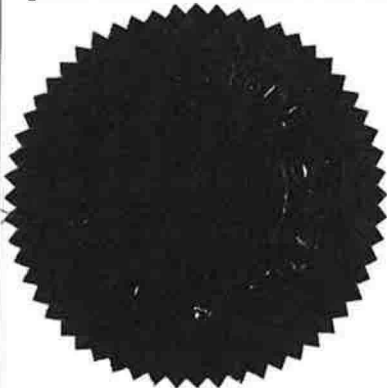
Signed as a Deed by the said)
MALCOLN VINCENT FARNSWORTH)
in the presence of:- _____)

Signed as a Deed by the said)
AUDREY FRANCIS FARNSWORTH)
in the presence of:- _____)

Signed as a Deed by the said
NEIL FARNSWORTH in the presence
of:- _____)

Signed as a Deed by the said
IAN FARNSWORTH in the presence
of:- _____)

Executed as a Deed by RENDCOMB)
AERODROME LIMITED in the)
presence of:- _____)



Director

× Secretary

724

Dated

29th November

1990

Cotswold District Council (1)

Mr. M.V. Farnsworth (2)

Mrs. A.F. Farnsworth

Mr. N. Farnsworth

Mr. I. Farnsworth

— and—

Rendcomb Airfield Limited (3)

A G R E E M E N T

pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 relating to land at Rendcomb Buildings, North Cerney, Cirencester