

Dated 13th October 2004

GLOUCESTER COLLEGE OF ARTS AND TECHNOLOGY

-and-

BRITISH WATERWAYS BOARD

-and-

GLOUCESTER CITY COUNCIL

LEGAL OBLIGATION

under Section 106 of the Town and Country

Planning Act 1990 relating to

Land at Llanthony Wharf Llanthony Road Gloucester

 **BURGES  
SALMON**

THIS AGREEMENT is made the *13th* day of *October* Two Thousand and Four

BY:

- 1) **GLOUCESTER COLLEGE OF ARTS AND TECHNOLOGY** of Brunswick Road Gloucester GL1 1HU (hereinafter called the "Developer") of the first part and
- 2) **BRITISH WATERWAYS BOARD** whose offices are situated at Willow Grange Church Road Watford WD17 4QA (hereinafter called the "Owner") of the second part and
- 3) **GLOUCESTER CITY COUNCIL** of North Warehouse The Docks Gloucester GL1 2EP (hereinafter called the "Council") of the third part

WHEREAS:

- 1) The Owner is the freehold owner (subject to all matters contained or referred to on the charges register under title number GR272421) of the land at Llanthony Wharf Llanthony Road Gloucester shown for purposes of identification only edged red on the Plan
- 2) The Council is the local planning authority as defined in the Act for the purposes of planning obligations imposed pursuant to the provisions of Section 106 of the Act and the freehold owner of the Priory
- 3) The Developer made a planning application under reference number 04/00607/FUL for the erection of a further education college incorporating a nursery/creche facility with associated parking and landscaping to the Council
- 4) At a meeting on 7 September 2004 the Council resolved to grant the Planning Permission subject to the Owner and the Developer entering into this Agreement

NOW THIS DEED WITNESSETH as follows:-

**1 Definitions and Interpretation**

1.1 In this Deed the following expressions shall have following meanings set out below:-

- (a) **"the Act"** means the Town and Country Planning Act 1990 and reference to the Act shall include any amending or replacing legislation for the time being in force
- (b) **"Commencement of the Development"** means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation within the meaning of Section 56(4) of the Act excluding any operations relating to soil investigations, investigations or works in respect of land contamination, archaeological investigations, site clearance, demolition of buildings or structures on the Property, diversion of services and/or the erection of temporary fencing, hoardings or site compound buildings and "Commence" "Commenced" and "Commence the Development" shall be construed accordingly
- (c) **"the Development"** means the development described in recital 3
- (d) **"the Events"** means events organised by the Council (or an approved third party provided that the provisions of clause 1(g) of Schedule One are adhered to) made available to all paying members of the public (or non-paying members of the public where the Council consider it to be appropriate) which are cultural or educational in nature and/or provide a form of entertainment or tourist attraction that is sensitive to the character of the Priory and any adjoining land including the Property
- (e) **"the Facilities"** means any combination of toilet facilities car parking refreshments (vending or full service) security surveillance and a reception desk (located in the building shown on plan number 1735 100 revision M as part of the Planning Application) all located within the Property

- (f) **"the Highway Works Contribution"** means the sum of One Hundred Thousand Pounds (£100,000) as Index Linked
- (g) **"Index"** means the Road Construction Tender Price Index (1990 = 100) Road Type Factors – New Construction Location Factors – South West (issued by the Department of Trade and Industry) or in default thereof is determined by reference to determination by a single Arbitrator appointed in accordance with this Agreement
- (h) **"Index Linked"** means adjusted in line with movements in the Index between the date of this Agreement and the date that the Highway Works Contribution falls due
- (i) **"the Licence Agreement"** means a legally binding agreement made in accordance with the terms of this Agreement between the Owner and the Council or an approved third party relating to the use of the Facilities by the Council or the said third party for the Events
- (j) **"the Occupation of the Development"** means the date on which the Development is open for use by students and "Occupied" and "Occupation" shall be construed accordingly
- (k) **"the Plan"** means the plan of the Property which is annexed hereto
- (l) **"the Planning Application"** means the application for planning permission described in recital 3
- (m) **"the Planning Permission"** means planning permission for the Development to be granted by the Council pursuant to the Planning Application in the form annexed hereto
- (n) **"the Priory"** means Llanthony Secunda Priory Llanthony Road Gloucester shown for purposes of identification only edged blue on the Plan
- (o) **"the Priory Grounds"** means that part of the Priory shown cross hatched in blue on the Plan
- (p) **"the Property"** means the land at Llanthony Wharf Llanthony Road Gloucester edged in red on the Plan (which does not include for the avoidance of doubt the canal walkway being the land to the east of

the Property between the points X and Y shown on the Plan and comprising not less than 8 metres in width throughout its length)

## 2. General Provisions

- 2.1 The expressions the "Owner" the "Developer" and the "Council" shall include their respective successors in title lessees and assigns
- 2.2 Words importing the masculine gender only include the feminine gender and words importing the neuter gender only include the masculine and/or the feminine gender
- 2.3 Words importing the singular number only include the plural number and vice versa
- 2.4 References to any statute shall include any statutory modification or re-enactment thereof and any order regulations directions or other subordinate legislation thereunder for the time being in force
- 2.5 The headings throughout this Agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Agreement
- 2.6 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted by a planning authority or by the First Secretary of State on appeal or referred to him after the date of this Agreement
- 2.7 Nothing contained in this Agreement or implied shall prejudice or affect the rights discretion powers duties and obligations of the Council under all statutes byelaws statutory instruments order and regulations in the exercise of its function as a local authority
- 2.8 Nothing in this Agreement shall give any third party (not being a party to this Agreement) any right to enforce any of the obligations rights or covenants on the part of any of the parties to this Agreement under this Agreement whether

in accordance with the Contract (Rights of Third Parties) Act 1999 or otherwise

- 2.9 Any dispute under or arising out of this Agreement shall be referred to a single Arbitrator to be agreed upon the parties hereto or in default of agreement to be nominated by the President for the time being of the professional body relevant to the subject matter of the dispute and such reference shall be in accordance with and subject to the provisions of the Arbitration Act 1996 and any statutory modifications or re-enactments thereof for the time being in force
- 2.10 If the Planning Permission for the Development expires without Commencement of the Development or is quashed revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner and the Developer this Agreement shall cease to have effect
- 2.11 This Agreement is made pursuant to Section 111 of the Local Government Act 1972 and Section 106 of the Act to the intent that it shall bind the Owner and his successors in title and assigns and the Agreement shall be registerable in the Register of Local Land Charges pursuant to the provisions of the Local Land Charges Act 1975 and Section 106 (11) of the Act
- 2.12 The Owner is prepared to enter into this Agreement as detailed by Section 106 of the Town and Country Planning Act 1990 as amended whereby (subject to Commencement of the Development) the Owner undertakes to carry out the obligations on the part of the Owner set out in Schedule One below and the Council undertakes to observe and perform the obligations on the part of the Council contained in Schedule One
- 2.13 The covenants contained in Schedule One are the Planning Obligations for the purposes of Section 106 of the Act and are enforceable by the Council conditional upon the Council granting the Planning Permission and the Commencement of the Development
- 2.14 The liability of the Owner under this Agreement in relation to the Property shall cease (subject to and without prejudice to the Council's rights in relation to any antecedent breach of the obligations contained in this Agreement) after

the Owner has parted with its estate or interest in the Property or the part of the Property in respect of which a breach occurs

- 2.15 In the event of any claim being made against the Owner for any breach occurring after it has transferred its interest in the Property or the part of the Property in respect of which such breach occurs to the Developer then the Developer shall indemnify and keep indemnified the Owner from and against all costs claims proceedings demands and any other liabilities arising directly or indirectly in any way relating to or arising out of such breach

**IN WITNESS** whereof this Agreement has been executed as a Deed in the manner hereinafter appearing and delivered the day and year first before written

## **SCHEDULE ONE**

### **Part One - Use of the Facilities**

1. The Owner will permit the Council to hire the Facilities free of any fee payable to the Owner provided that:-
  - (a) The Facilities are used by the Council solely for the Events
  - (b) The use of the Facilities by the Council cannot commence until the Occupation of the Development
  - (c) The use of the Facilities by the Council will not interfere with the use of the Development by the Owner
  - (d) The Owner will not be liable to bear any costs incurred arising directly or indirectly from the Events
  - (e) The Owner will ensure that the Council are permitted to use the Facilities for a minimum of twelve days per annum subject to the provisions in this Schedule One and being dates reasonably convenient and suitable for the Council's purposes
  - (f) The Council will enter into an Agreement with the Owner prior to the Council's use of the Facilities for the Events such Agreement to include:-

- (i) the period of time for which the Facilities can be hired
  - (ii) the maximum number of persons to be admitted to the Events
  - (iii) an indemnity made by the Council for the benefit of the Owner in respect of any injury to persons and loss or damage to the Property arising directly or indirectly from the Events
  - (iv) an obligation of the Council to have third party insurance in force during the period of time referred to in (i) above for the purposes outlined in (iii) above
  - (v) an obligation that the Council leave the Facilities in a clean and orderly state free of litter and free of all equipment brought in by the Council for the avoidance of any doubt this provision seeks to impose no further requirement than the Council leaving the Facilities in the same condition as they were in prior to the Event
  - (vi) such other matters that the parties consider to be appropriate
- (g) For the avoidance of any doubt the Council are permitted to allow an approved third party to manage or operate the Events and where they choose to do so the Council shall obtain a legally binding agreement from the said third party (prior to the Events) to ensure that the provisions in this Agreement are adhered to. The Council will provide a copy of the said legally binding agreement to the Owner immediately after its completion and at no cost to the Owner. Alternatively where the Council and the Owner have agreed wording for the Licence Agreement the Council shall ensure that the said third party will sign the Licence Agreement prior to the Event. The Council will provide a copy of the Licence Agreement to the Owner immediately after its completion and at no cost to the Owner.



## Part Two – Covenants relating to the Priory

2. With effect from the date of the Occupation of the Development and subject to paragraph 3 the Council will permit the Owner and those authorized by the Owner (hereinafter collectively referred to as "the Users") to
  - (a) use the Priory Grounds for educational and recreational purposes in a manner sensitive to the character of the Priory for as long as the Development is occupied for educational purposes
  - (b) during the normal operating hours of the Development (which in this clause shall mean the times when the Development is open to students and staff during term time) the right to pass and repass on foot over the Priory Grounds (hereinafter called "the Pedestrian Access")
  
3. The rights for the Users to be granted pursuant to paragraph 2 shall be exercisable free of charge and strictly in accordance with the following conditions:-
  - (a) the right to use the Priory Grounds shall be exercisable on foot only (without vehicles cycles or animals (except dogs)) and shall be solely for recreation and education purposes which purposes shall not interfere with the quiet enjoyment of the Priory or any adjacent land uses and shall exclude the use of the Priory Grounds for the use of skateboards and ball games
  - (b) the Council shall be entitled to restrict or otherwise prohibit the Users from using the Priory Grounds (in accordance with paragraph 2(a) above) at any time should it become necessary to do so in the reasonable opinion of the Council in order to carry out works of repair maintenance or reinstatement or because the Priory Grounds have become a danger to members of the public or for the Events and their preparation provided that in exercising their rights under this provision the Council shall give reasonable notice to the Owner except in cases of emergency

- 1
- (c) nothing in this schedule shall imply that the Pedestrian Access is dedicated as a footpath maintainable at the public expense
  - (d) the Owner will indemnify the Council from and against all costs claims proceedings and demands in respect of any injury to persons and loss or damage to the Priory Grounds arising directly or indirectly from the rights granted pursuant to paragraph 2 above
  - (e) the Council will not be liable to bear any costs incurred arising directly or indirectly from the rights granted to the Owner pursuant to paragraph 2 above
  - (f) the Owner will ensure that the Priory Grounds are kept free of litter generated as a result of the rights granted to the Owner for the benefit of the Users pursuant to paragraph 2 above
  - (g) the Council shall be entitled to introduce rules relating to the use of the Priory Grounds by the Owner provided that the said rules are reasonable and considered to be necessary to protect the Priory and that reasonable notice of the said rules are given to the Owner except in cases of emergency
4. From the date of Commencement of the Development the Council will permit the Owner access to the Priory in perpetuity and free of charge to install and maintain any surveillance equipment (to be installed within the Property) subject to all necessary consents and provided that this clause will not permit the Owner to install any cables wires or other associated equipment within the Priory
5. The Council acknowledges that the Pedestrian Access facilitates access to a building forming part of the Development and that they will use all reasonable endeavours to ensure that the Pedestrian Access is not restricted or prohibited during the normal operating hours of the Development (which in this clause shall mean the times when the Development is open to students and staff during term time) except in cases of emergency or with the prior agreement of the Owner. For the avoidance of any doubt this provision does not oblige the Council to incur any sum of money in facilitating the use of the Pedestrian Access by the Owner except in cases where the Councils

negligence (or that of their contractors employees or agents) caused the restriction or prohibition to the use of the Pedestrian Access.

### **Part Three - Management Agreement relating to the Priory**

6. The Owner will use all reasonable endeavours to work with the Council to secure a management agreement comprised of a strategy jointly agreed between the Owner and the Council incorporating the following matters:-
  - (a) the beneficial use of the Priory for the benefit of the citizens of Gloucester
  - (b) the future use and preservation of the Priory provided that the Council will not require that the Owner be responsible for the upkeep and maintenance of any buildings or structures within the Priory

### **Part Four – Travel Plan**

7. The Owner will submit a travel plan ("the Travel Plan") to the Council not less than six months before the Occupation of the Development the Travel Plan will include objectives and targets (which are specific, measurable, achievable, realistic and time-bound), measures to promote and facilitate public transport use (including negotiations with operators to achieve service/route improvements, discounts on tickets and on-site promotion, shuttle buses and financial incentives), measures to reduce car use (including car parking restraint, charges and management, restraint on off-site parking (where necessary), promotion of car sharing and financial incentives), measures to promote and facilitate cycling (including safe cycle paths and secure parking, bicycle users groups, pool bikes, changing facilities and showers, financial incentives), measures to promote and facilitate walking (including improved walking access, on-site security and pedestrian route improvements), promotion of practices/facilities that reduce the need for travel (including flexible working practices, local recruitment, teleconferencing, on-site facilities for eating), monitoring and review mechanisms (including clear indicators, and monitoring and review arrangements), the provision of a travel

plan co-ordinator and associated support (steering groups, working groups, links to Travelwise), provision of travel information (including dedicated web site, leaflets, site specific travel information, displays, simplified timetables, targeted promotion and personalised journey planners) and marketing (including communication with staff, focus groups, branding/slogans and events), together with a timetable for the implementation of each such element. The Occupation of the Development shall not occur until the Travel Plan has been approved in writing by the Council ("the Approved Travel Plan").

8. No part of the Development shall be Occupied prior to the implementation of those parts identified in the Approved Travel Plan as capable of being implemented prior to Occupation. Those parts of the Approved Travel Plan that are identified therein as being capable of implementation after the Occupation of the Development shall be implemented in accordance with the timetable contained therein and shall continue to be implemented as long as any part of the Development is Occupied
9. To review the effectiveness of the Approved Travel Plan at the end of July in each year that the Development shall remain Occupied on the Property the Owner shall provide a written report to the Council on the results of such review including any recommendations received from the Owner's transport consultants with regard to any additional steps that the Owner should take to improve the effectiveness of the Approved Travel Plan or whether the Approved Travel Plan or any components of the Approved Travel Plan should be reduced or discontinued without detriment to achieving the objectives of the Approved Travel Plan and to implement the same after agreement with the Council

#### **Part Five – Highway Works Contribution**

10. Within six months after Commencement of the Development the Owner will pay the Highway Works Contribution to the Council
11. The Council will use the Highway Works Contribution solely for

- (a) Improvements to the highway at Llanthony Road and the provision of a raised kerb at Llanthony Road
- (b) Traffic lights on Llanthony bridge (if required)
- (c) The provision of a bus shelter on Southgate Street
- (d) The provision of parking restrictions in the vicinity of the Property
- (e) Any other works ancillary to items (a) to (d) above

hereinafter collectively referred to as "the Highway Works".

- 12. Any part of the Highway Works Contribution which is not utilised by the Council within a period of five years from the date that it is received by the Council shall be returned to the Owner together with any accrued interest
- 13. The Council will not seek any further sums of money from the Owner in respect of the Highway Works after receipt of the Highway Works Contribution

#### **Part Six – Joint Review**

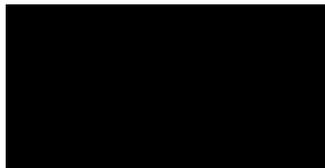
- 14. The Council and the Owner shall jointly review the items listed below not earlier than five years from the Occupation of the Development and every five years thereafter or such other period agreed between the parties
  - a) the use of the Facilities by the Council for the Events referred to in part one of this Agreement and whether the said use by the Council shall continue for a further period of five years or such other period agreed between the parties
  - b) the use of the Priory Grounds and the Pedestrian Access by the Owner referred to in part two of this Agreement and whether the said uses by the Owner shall continue for a further period of five years or such other period agreed between the parties

15. Where the Council determines that the use of the Priory Grounds and/or the Pedestrian Access by the Owner shall cease the Councils use of the Facilities will automatically terminate unless the parties agree otherwise
16. Where the Owner determines that the use of the Facilities by the Council shall cease the Owners use of the Pedestrian Access and the Priory Grounds will automatically terminate unless the parties agree otherwise

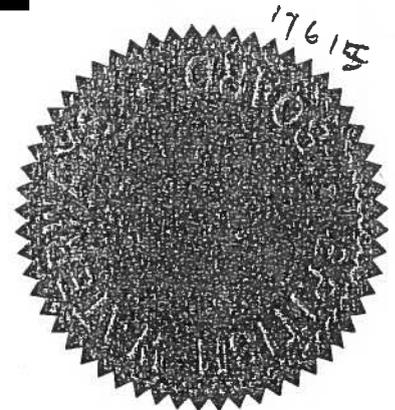
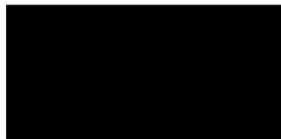
**Part Seven – Commencement of the Development**

17. The Owner will notify the Council in writing that the Development has Commenced within fourteen days of the same

**SIGNED ON BEHALF OF  
GLOUCESTER COLLEGE OF  
ARTS AND TECHNOLOGY  
IN THE PRESENCE OF:**



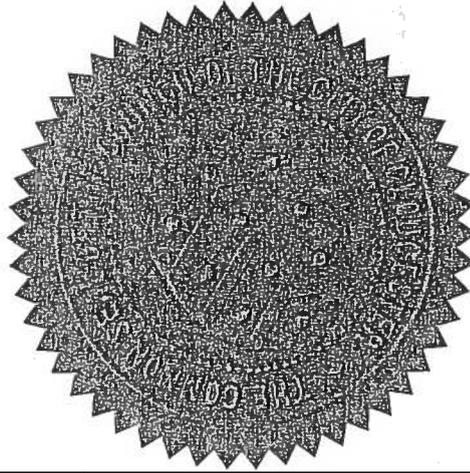
**THE APPLICATION HERETO OF  
THE COMMON SEAL OF  
BRITISH WATERWAYS BOARD  
IS AUTHENTICATED BY**



**AUTHORISED SIGNATORY**

THE COMMON SEAL of  
THE COUNCIL OF THE  
CITY OF GLOUCESTER  
affixed hereto is  
authenticated  
by the undersigned  
a person authorised by  
the said Council to act  
for that purpose

SEAL NO 15062





# CITY OF GLOUCESTER PLANNING SERVICES

APPLICATION NO: 04/00607/FUL  
VALIDATED ON: 14th May 2004

**DRAFT**

TO:

Gloscat  
c/o Atkins Walters Webster  
Berkeley House  
25 King Square  
Bristol  
BS2 8JN

LAND AT:

Land At Llanthony Wharf  
Llanthony Road

**TOWN AND COUNTRY PLANNING ACT 1990  
TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE)  
ORDER 1995**

**RE: Erection of a Further Education College incorporating a nursery/ creche facility with associated parking and landscaping.**

In exercise of its powers under the above-mentioned Act and Order the City Council as the Local Planning Authority **GRANT PERMISSION** for the development described above in accordance with the terms of the application and the plan/s submitted therewith subject to the following conditions:

In accordance with Section 91 of the Act the development hereby permitted shall be begun not later than five years from the date of this notice.

**Condition 1**

Before the commencement of any building works, hereby permitted, samples, schedules and precise details of the following items shall be submitted to and approved in writing by the City Council's Development Control Manager:-

- (a) all external facing and roofing treatments to the buildings, including the appearance, design and construction of the glazing systems, panel systems, louvres, wind cowls; brickwork; mortar type and pointing; the location, design, material and colour of rainwater goods; timberwork ; metal work ; the security measures to all ground floor openings; all means of ventilation and external plant, including extract ventilation ducts, termination points and inlets ;the systems of protection from bird nesting to the buildings; 1:20 scale horizontal section drawings through the external wall to room G060 showing the junction between the masonry cladding and the render to the south west elevation and through the external wall of rooms G021 and G027 showing the junction between the glazing and cladding systems;
- (b) the precise location, design and appearance of all new and altered boundary treatments and other means of enclosure and of any existing heritage features;
- (c) cross sectional drawings of the existing and proposed ground levels, the finished floor levels of all buildings and their entrance thresholds generally and in relation to the canal side and roadside;





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- (d) the precise details of all hard surfacing materials, including the retention/relocation of any existing canalside artefacts;
- (e) the precise details, including cross sections, of the design and appearance of the new paths and ramps in the vicinity of the Tithe Barn;
- (f) the provision of adequate external lighting and security arrangements; and
- (g) details of any new inlets/outfalls in the canal wall for the water cooling system.

Sample panels of the masonry, brickwork, rendered walling and glazing systems shall be provided on site and the approved sample panels shall be retained in place for inspection throughout the entire construction phase. All such works shall be carried out in accordance with the approved details and approved programme of works.

### Reason

In the interests of the quality design and appearance of the buildings, the visual amenities of the area and designing out crime.

### Condition 2

The stone from the dismantled boundary walls adjacent to the Tithe Barn and railway building adjacent to Llanthony Road shall be stored, adequately protected and reused in forming the retaining walls of the new ramped approaches and provision shall be made in agreement with the Local Planning Authority to retrieve and set aside architectural and sculptural fragments.

### Reason

In the interests of safeguarding the setting of the listed building.

### Condition 3

No part of the development hereby permitted, including demolition work, shall commence until:-

- a) an appropriate desktop study of the site has been carried out, to include details of the site history, a conceptual model for the site and a preliminary risk assessment. If potential contamination is indicated by the desk-study then an appropriate intrusive site investigation shall be undertaken to characterise the nature and extent of contamination present. Details of this investigation shall be submitted to, and approved in writing by, the Local Planning Authority prior to it being undertaken.
- b) A Site Investigation Report containing the results of any intrusive investigation and, where necessary, a Remedial Strategy for the site has been submitted to and approved in writing by the Local Planning Authority. Any Remedial Strategy shall include details of remedial works and justification, method statements, indicative programme and completion/validation proposals.



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No part of the development hereby permitted shall be occupied until any remediation identified as necessary within the Remediation Strategy has been undertaken and a Completion/Validation Report submitted to, and approved in writing by, the Local Planning Authority.

**Reason**

The Local Planning Authority wishes to ensure that any potential risks to the development, human health or the environment which may arise as a result of potential land contamination are satisfactorily addressed.

**Condition 4**

No development shall take place within the site until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority. The programme of archaeological work should provide a controlled watching brief during ground works on the site, with provision for excavation of any significant deposits or features encountered.

**Reason**

The site is within an area of significant local and national archaeological interest and the Council will wish to record and protect the archaeological remains.

**Condition 5**

No development shall take place within the site until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work, relating to the south-east part of the application site and in the area identified by the evaluation report to contain significant remains of the medieval priory, in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority. The programme of archaeological work should provide a controlled excavation of all significant deposits and features which are to be disturbed by the proposed development. Thereafter the building works shall incorporate any building techniques and measures necessary to mitigate the loss or destruction of any archaeological remains. Foundation details and associated working methods are subject to agreement by the City Council, and shall minimise disturbance to underground archaeology and to all standing structures within Llanthony Secunda Priory.

**Reason**

The site is within an area of national archaeological interest and the Council will wish record and protect the archaeological remains.



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**Condition 6**

Before the commencement of any works on the construction of the buildings details of the means of undertaking foundation works shall be submitted to and approved in writing by the Local Planning Authority and such engineering works shall be carried out using the approved equipment.

**Reason**

In the interests of the general and rural amenities of the area, and the stability of the adjacent ancient monuments and quayside.

**Condition 7**

Before the commencement of any site works, including demolition work, a detailed method statement of the screening off and protection of the Tithe Barn shall be submitted to and approved in writing by the local planning authority and such works shall be undertaken before the commencement of demolition work on the former Tarpaulin Works.

**Reason**

To protect the listed Tithe Barn.

**Condition 8**

The building works hereby permitted shall not commence until drainage works for the disposal of both surface water and foul sewage have been submitted to and approved in writing by the Local Planning Authority and such works shall be undertaken in accordance with the approved details before the commencement of use of the building.

**Reason**

To ensure that the development is provided with a satisfactory means of drainage as well as to reduce the risk of creating or exacerbating a flooding problem and to minimise the risk of pollution.

**Condition 9**

No site works including demolition work shall commence until such time as a temporary car parking area for site operatives and construction traffic has been laid out and constructed within the site in accordance with details to be submitted to and agreed in writing with the Local Planning Authority and that area shall be retained available for that purpose for the duration of building operations.

**Reason**

To ensure that the access roads in the vicinity of the site are kept free from construction traffic in the interests of highway safety.



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## Condition 10

Before the commencement of any demolition work or site construction works vehicle wheel cleaning facilities shall be provided on site in accordance with details to be submitted to and approved in writing with the Local Planning Authority and thereafter maintained for the duration of the site works.

## Reason

To ensure that mud and earth deposits are not brought onto the public highway in the interests of highway safety.

## Condition 11

Before the commencement of the occupation of the building by students details of a dedicated drop-off and pick-up facility for taxis and other cars within the curtilage of the site have been submitted to and approved in writing by the Local Planning Authority. This facility shall be completed in all respects in accordance with the approved details before the occupation of the building by students and shall be maintained as such thereafter.

## Reason

To ensure that an adequate drop-off and pick-up facility is provided in line with the Government's declared aims towards sustainable development.

## Condition 12

Before the commencement of the occupation of the building by students details of a dedicated cycle parking facility sufficient to store an additional 75 bicycles within the curtilage of the site have been submitted to and approved in writing by the Local Planning Authority. This facility shall be made available in accordance with the Travel Plan at any time whilst the use hereby authorised is retained on the site.

## Reason

To ensure that adequate cycle parking facilities are provided in line with the Government's declared aims towards sustainable development.

## Condition 13

Before the commencement of the occupation of the building by students full details of the location and design of the satellite dishes and satellite/terrestrial microwave antennae, hereby permitted, shall be submitted to and approved in writing by the Local Planning Authority and such facilities shall be installed in accordance with the plans so approved. (See Note 2).

## Reason

In the interests of the visual amenity of the adjacent conservation area.



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**Condition 14**

No materials or substances shall be incinerated within or adjacent to the site during the demolition and construction works.

**Reason**

To safeguard the amenities of the occupiers of nearby properties.

**Condition 15**

Before the commencement of any works on site including demolition work, details of the dust suppression techniques to be employed and utilised on site during the demolition works and the construction works shall be submitted and approved in writing by the Local Planning Authority and such measures and techniques shall accord to those approved for the duration of these works.

**Reason**

In the interests of the amenities of the occupiers of nearby properties.

**Condition 16**

The hours of demolition work, construction work and delivery of materials shall be limited to between 7.30 a.m. and 7.00 p.m. Mondays to Saturdays and no construction work or deliveries shall take place on Sundays or Bank Holidays with the exception of emergency repair and connection works to public utilities.

**Reason**

To protect the residential amenities of the occupiers of neighbouring properties.

**Condition 17**

The development shall not take place until full details of the proposed means of ventilation and odour control equipment have been:

- (i) submitted to and approved in writing to the Local Planning Authority.
- (ii) installed to the written satisfaction of the Local Planning Authority. Thereafter the installation shall be satisfactorily maintained.

**Reason**

To safeguard the amenities of the occupiers of adjoining properties.



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Cont'd/04/00607/FUL

## Condition 18

No construction works, shall commence until details of the landscaping to the parking area, specifying the species, plant sizes and proposed numbers/densities shall be submitted for the approval of the Local Planning Authority. All landscaping works indicated on the approved plans shall be implemented before the end of the first available planting season following the commencement of occupation of the buildings by students. Any trees or plants which within a period of 5 years following completion of the development die, are removed or become seriously damaged or diseased shall be replaced with others of similar size and species as soon as is reasonably practicable, no later than the next available planting season, unless the Local Planning Authority gives written consent to any variation.

## Reason

To protect and enhance the character and quality of the landscape and the general amenities of the area in the interests of the amenities of the neighbouring residential properties.

## Condition 19

All existing trees shall be retained unless shown on the approved drawings as being removed. Before any equipment, machinery or materials are brought onto the site for the purpose of development and until all equipment, machinery and surplus materials have been removed from the site, all trees on and immediately adjoining the site shall be securely protected. Each of the trees retained should be suitably fenced to protect the area within the crown spread or a radius equal to half of the height of the tree, whichever is the greater. Within these protected areas ground levels shall remain as existing unless otherwise agreed, and no materials, spoil or equipment shall be placed or stored thereon, no fires shall be lit and no excavations shall take place. (See attached guidance note - Protection of Trees on Development Sites and BSI 5837 "Trees in Relation to Construction").

## Reason

To protect the trees and ensure the continuity of the amenity of the trees on the site.

## Condition 20

Before the commencement of any works including demolition work, a survey shall be undertaken to establish whether or not bats inhabit the existing buildings and a bat survey report and any mitigation necessary shall be submitted to the Local Planning Authority.

## Reason

In the interest of nature conservation



# CITY OF GLOUCESTER PLANNING SERVICES

Cont'd/04/00607/FUL

## Condition 21

Before the commencement of any works on site, including demolition work a ecological action plan shall be submitted to and approved in writing by the Local Planning Authority, this action plan shall include:

- (i) details of the type, number and location of bird boxes;
- (ii) details of bat mitigation strategy including works to existing buildings and the type, number and location of bat boxes;
- (iii) a method statement detailing the means of preventing sediment from entering the canal during the construction phase; and
- (iv) details of the job description and reporting procedures for the Environmental Clerk of Works.

## Reason

In the interest of Nature Conservation.

## Condition 22

Before the occupation of the building by students precise details of recycling strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include the provision of recycling facilities for glass, paper, tins/cans at identified locations and the provision for storage receptacles. All of the approved measures shall be implemented before the building is brought into use.

## Reason

To accord with the Government's aims of sustainable development.

## Condition 23

Before the commencement of any works on site including any demolition work a strategy for the treatment, recycling and reuse of demolition materials and soils shall be submitted to and approved by the Local Planning Authority and the recycled material shall thereafter be dealt with in accordance with the approved strategy unless the Local Planning Authority gives written approval to any variation.

## Reason

To accord with the Government's aims of sustainable development.



# CITY OF GLOUCESTER PLANNING SERVICES

Cont'd/04/00607/FUL

**Condition 24**

Before the commencement of any building works on site details of the rainwater harvesting schemes and the provision of any reuse/recycling of grey water shall be submitted to and approved by the Local Planning Authority and such measures shall be undertaken in accordance with the approved details.

**Reason**

To accord with the Government's aims of sustainable development.

**Condition 25**

Before the commencement of any building works on site details for renewable energy generation for the development, to include solar hot water systems, the use of the canal as heat/cooling store or any other appropriate technology shall be submitted to and approved by the Local Planning Authority and such measures shall be introduced in accordance with the approved details.

**Reason**

To accord with the Government's aims of sustainable development.

**Condition 26**

Before the commencement of any building works a seagull mitigation strategy, to include means to discourage birds from nesting on roofs and details of the accessibility of roofs to allow treatment of eggs and nests shall be submitted to and approved by the Local Planning Authority and such measures shall be introduced in accordance with the approved details.

**Reason**

To accord with the Government's aims of sustainable development.

**Condition 27**

The development shall not be brought into use until car parking has been provided in accordance with the submitted plan and thereafter that area shall not be used for any other purpose other than the parking of vehicles.

**Reason**

To ensure that adequate off-road parking is provided.

**Condition 28**

No part of the development shall be brought into use until space has been laid out within the site in accordance with details to be submitted to and approved in writing with the Local Planning Authority for 60 motorcycles to be parked.

**Reason**

In the interests of highway safety





# CITY OF GLOUCESTER PLANNING SERVICES

Cont'd/04/00607/FUL

**Condition 29**

No part of the development shall be brought into use until secure space has been laid out within the site in accordance with details to be submitted to and approved in writing with the Local Planning Authority for 120 bicycles to be parked.

**Reason**

In the interests of highway safety.

**Condition 30**

Before the buildings hereby authorised is first brought into use the approved vehicular access from 125 Business Park shall be laid out and constructed in accordance with the submitted details and thereafter similarly maintained.

**Reason**

To ensure that a satisfactory means of access is provided and maintained in the interests of highway safety.

**Condition 31**

The buildings shall not be occupied by students until a pedestrian/cycle link has been provided between the site and Llanthony Road via the canal towpath in accordance with details that shall have been submitted to and approved in writing by the Local Planning Authority.

**Reason**

To ensure that adequate pedestrian and cycle facilities are provided in line with the Government's declared aims towards sustainable development.

**Note 1**

This permission relates to the submitted application forms and plans as amended by agent's letters dated 2.7.04, 16.7.04, 21.7.04, 29.7.04 and 6.8.04 and the accompanying drawing nos. 1735/ 100M; 102J; 103J, 104J; 117; 150 D; 151D; 155B; 156A; 157, 158, 159; 160A; 161 B; 162 and 510A.

**Note 2**

The applicant is required to obtain Schedule Ancient Monument Consent for the works impacting upon monument GC337, Llanthony Priory, in accordance with the 1979 Ancient Monuments and Archaeological Areas Act.

**Note 3**

The siting of satellite dishes and microwave antenna on buildings to be approved under Condition 15 will need to be sensitively located and any additional satellite dishes/antennae proposed after the first occupation of the buildings will require the submission of separate formal applications for consideration by this planning authority.



# CITY OF GLOUCESTER PLANNING SERVICES

Cont'd/04/00607/FUL

**Note 4**

The Wildlife and Countryside Act 1981 gives special attention to the protection to bats because of their roosting requirements. Full details can be found in Sections 9-11, 16-27 and 69 of this Act.

**Note 5**

This planning permission is accompanied by a legal agreement dated

**Reason for Approval**

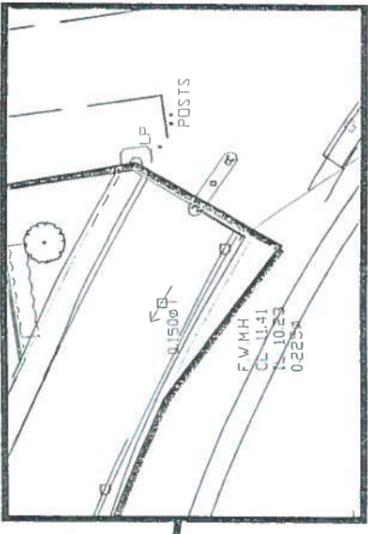
The proposal has been carefully assessed and it is considered that the development of this site would regenerate this part of the Western Waterfront, would provide an appropriate use for this brown field site, would not adversely affect the neighbouring and nearby settings of the listed buildings and would enhance the setting of the Conservation Area No. 8. The development therefore accords with Policies S.1 of the Gloucestershire Structure Plan and Policies MU1, BE.1; BR.2; BE.5; BE.23; BE.31 and the transport policies contained within the Second Deposit Gloucester Local Plan 2002.

**Date:**

Authorised Officer

PLEASE SEE NOTES SET OUT OVERLEAF

- Notes**  
 This drawing is not to be scaled. All dimensions to be checked on site.  
 Discrepancies and/or ambiguities between this drawing and information given elsewhere must be reported immediately to the office for clarification before proceeding. Any changes to the drawing must be in accordance with the specification and all drawings must be carried out in accordance with latest British Standards / Codes of Practice unless specifically directed otherwise.
- Rev Date
  - 01-09-04 KJC Extent of site revised
  - 05-09-04 KJC Extent of site as required by Council for access to the college revised
  - 07-09-04 KJC Colour of Hatching to District area changed to Green
  - 09-09-04 KJC Extent of area required by District revised
  - 17-09-04 KJC Extent of area required by District revised
  - 23-09-04 KJC Carped line to West boundary revised to straight
  - 27-09-04 KJC South boundary line moved Northward
  - 01-10-04 KJC Copal boundary line moved over 5m West
  - 01-10-04 KJC Reference points X & Y added
  - 01-10-04 KJC Boundary line to West Boundary revised



SAM 337 Llanthony Priory

The Property

Area required by Gloucester for the access to the College and to be used for Education / Recreation purposes

SEAL NO ISO6 Z

**Atkins Walters Webster**

chartered architects  
 master planners  
 interior designers  
 space planners  
 lead consultants  
 planning supervisors

Berkeley House, 25 King Square, Bristol BS2 8JN  
 Tel 0117 923 2535 Fax 0117 942 6689  
 E mail aww@aww-uk.com Web www.aww-uk.com

Project Title  
**Gloucester**

Scale  
 1:1250

Sheet Size  
 A3

Drawn  
 KJC

Date  
 03/09/04

Checked  
 CM

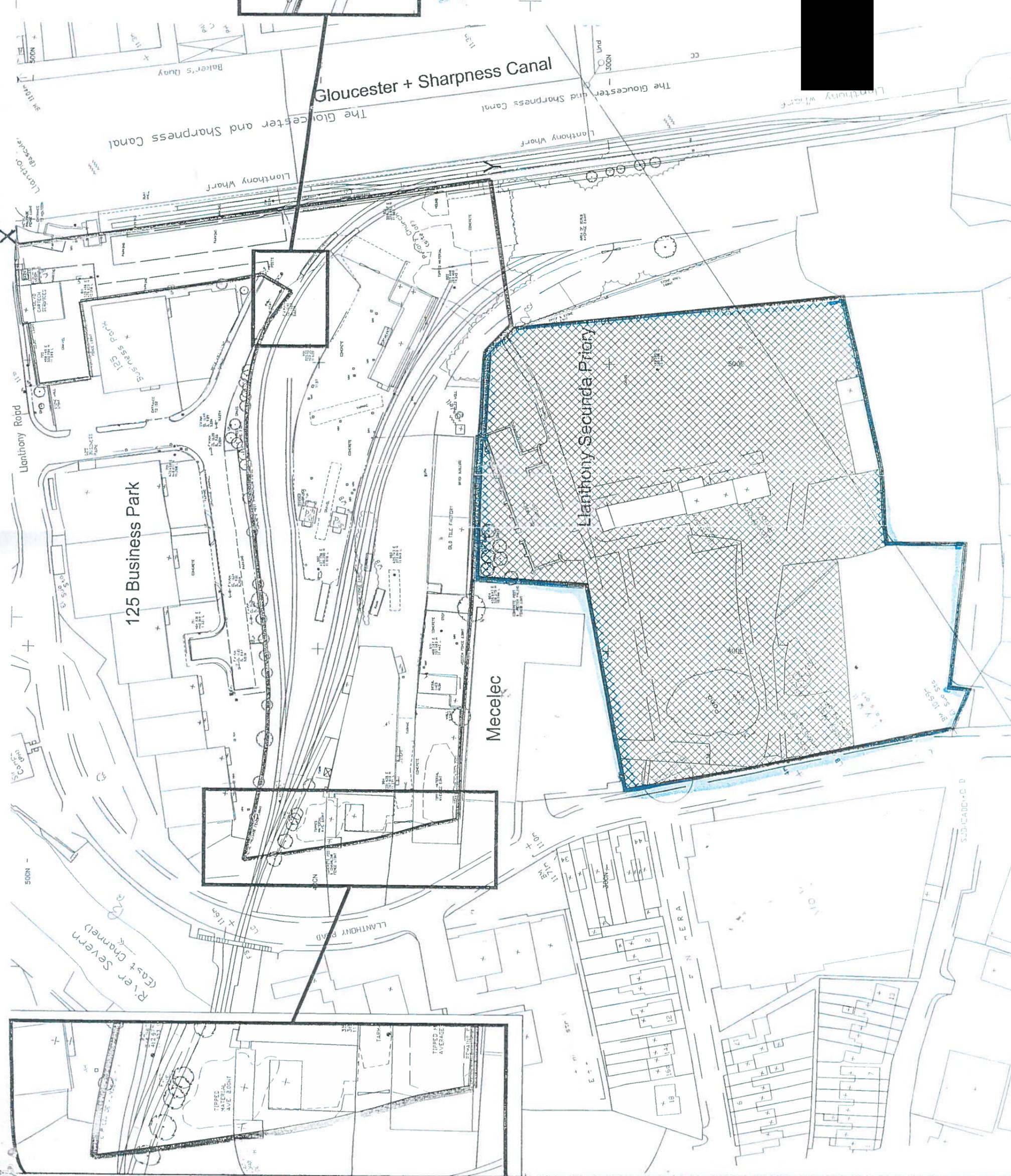
Status

Project No  
 1735

Drawing No  
 112

Revision  
 H

**DRAFT**



ise Drawing.

SUB-CADD-D

Land Registry

TP3

Portfolio

R5 if the portfolio contains only whole registered titles.

Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- It is certified that this instrument falls within category  in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

## 2. Title numbers and Property transferred

*For transfers of unregistered titles:**include a full description of the Property, by reference to the last preceding document of title or to a plan defining the Property.**For transfers of part of registered titles:**give the title numbers out of which the Property is transferred;**include a description of the transferred Property;**attach a plan defining the Property.**For transfers of whole registered titles:**give the title numbers and a brief description of the Property.**In all cases:**give any other title numbers against which matters in this transfer are to be registered;**any attached plan must be signed by the Transferor;**you may include information which cannot conveniently be included in another panel, e.g. as to whether the Property is freehold or leasehold, any apportioned consideration and title guarantees where the same title guarantee does not apply to all the titles.*

GR143668 and GR49417 being land and buildings on the west side of Llanthony Road, Gloucester and shown edged red on the attached plan

3. Date 8 November 2007

4. Transferor Give full name(s) and company's registered number, if any.  
The Council of the City of Gloucester

5. Transferee for entry on the register Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.

Llanthony Secunda Priory Trust

Company Registration Number: 06113608

*Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.*

6. Transferee's intended address(es) for service (including postcode) for entry on the register You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.

Gloscat, Princess Elizabeth Way, Cheltenham, Gloucestershire, GL51 7SJ

7. The Transferor transfers the Property to the Transferee

8. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes insert an appropriate memorandum in the additional provisions panel.

The Transferor has received from the Transferee for the Property the sum of *In words and figures.*

*Insert other receipt as appropriate.*

The transfer is not for money or anything which has a monetary value

9. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

full title guarantee       limited title guarantee

10. Declaration of trust *Where there is more than one Transferee, place "X" in the appropriate box.*

The Transferees are to hold the Property on trust for themselves as joint tenants

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

The Transferees are to hold the Property *Complete as necessary.*

11. Additional provisions

*Use this panel for:*

- *definitions of terms not defined above*
- *rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions.*

*The prescribed subheadings may be added to, amended, repositioned or omitted.*

Please see continuation sheet attached

12. Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

The COMMON SEAL of  
THE COUNCIL OF THE CITY OF GLOUCESTER  
affixed hereto is authenticated by  
the undersigned person authorised by  
the said Council to act for that purpose

.....  
Head of Legal Services

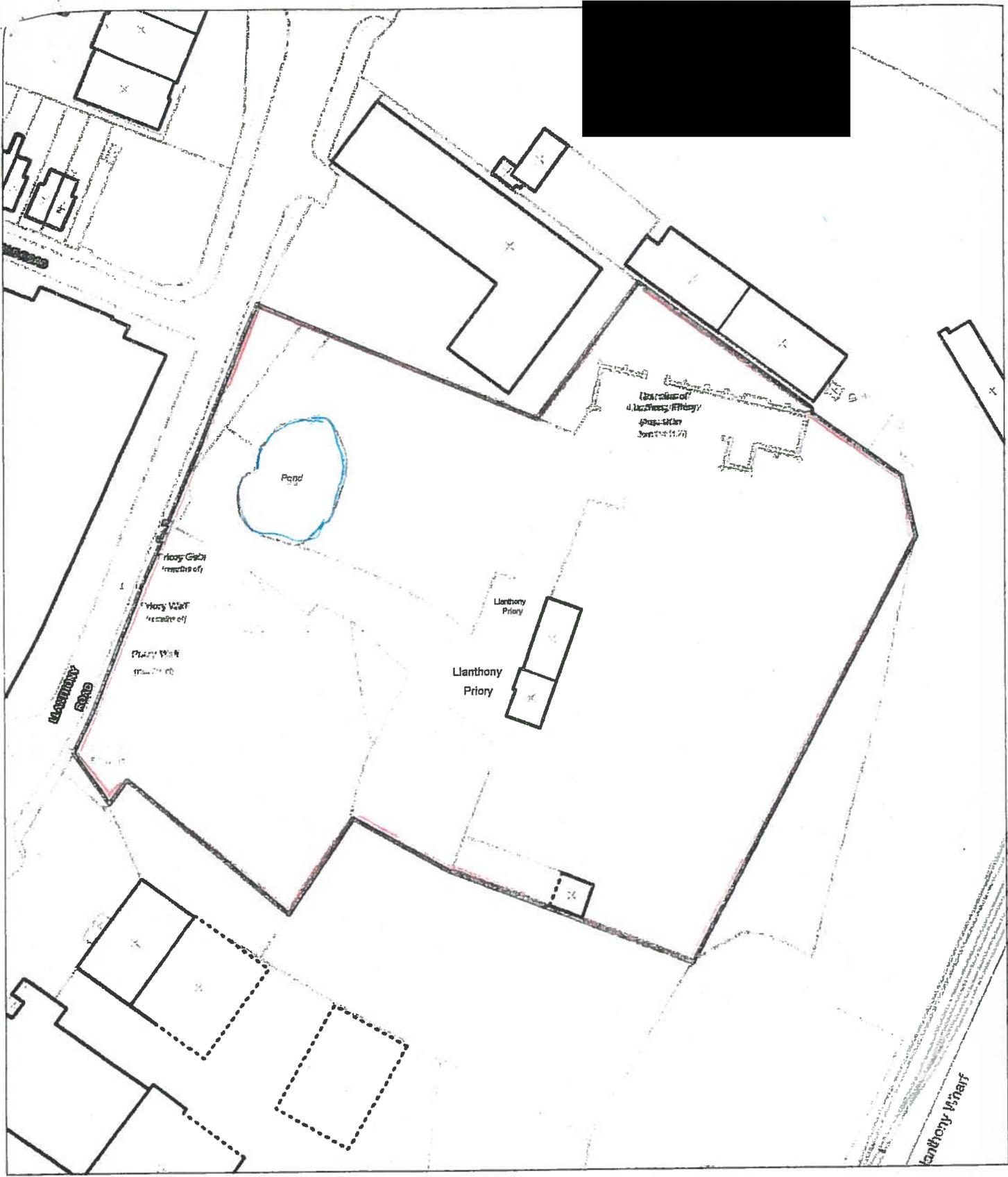
EXECUTED as a DEED by  
LLANTHONY SECUNDA PRIORY TRUST  
acting by its:

Sign here



X Director

X Secretary



Scale 1:1250



**Llanthony Priory**  
**Gloucester**



BC/IM

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1. Continued from Form TP3

Title number(s) GR143668 and GR49417

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

- 11.1 The land transferred will as a result of this transfer be held by a non-exempt charity and the restrictions on disposition imposed by section 36 of the Charities Act 1993 will apply to the land (subject to section 36(9) of that Act)
- 11.2 The Transferee hereby covenants with the Transferor as follows:
- 11.2.1 that the Transferee will allow the Transferor to use the Property (or any part thereof) provided that:
- (a) the Property (or the relevant part) is used by the Transferor solely for Events (as defined and set out in the agreement between Gloucester College of Arts and Technology (1), British Waterways Board (2) and Gloucester City Council (3) and dated 13th October 2004)
  - (b) the Transferor gives reasonable prior notice to the Transferee
  - (c) the Transferor will indemnify the Transferee from and against all costs claims proceedings and demands in respect of any injury to persons and loss or damage to the Property arising directly or indirectly from the Events
  - (d) the Transferor will have third party insurance in force during the Events for the purpose of providing the indemnity referred to above
  - (e) the Transferor will carry out appropriate risk assessments prior to and appropriate health and safety measures during the Events
  - (f) the Transferor will leave the Property in a clean and orderly state free of litter and free of all equipment brought in by the Transferor however the Transferor does not have to leave the Property in any better state than the Property's condition prior to the relevant Event
- 11.2.2 that the Transferee will ensure that the Transferor is permitted to use the Property (or any part thereof) for a minimum of 12 days per annum subject to the provisions of this transfer
- 11.2.3 that the Transferor shall be entitled to use the Property (or any part thereof) for a maximum of 20 days per annum subject to the provisions of this transfer. The Transferor may use the Property on additional days over and above the stated maximum of 20 days subject to agreement with the Transferee
- 11.2.4 that the Transferee shall be entitled to restrict or otherwise prohibit the Transferor and any other users from using the Property at any time should it become necessary to do so in the reasonable opinion of the Transferee in order to carry out works of repair maintenance or reinstatement or because the Property or the buildings situated upon it have become a danger to members of the public or for the Events and their preparation provided that in exercising its rights under this provision the Transferee shall give reasonable notice to the Transferor except in cases of emergency
- 11.3 If there is any disagreement between the parties relating to the Transferor's use of the Property pursuant to this transfer each party must make their case in writing to the other party within 5 working days of the disagreement and thereafter attend a meeting to be held within a reasonable period of time following the submission of one or both parties' written cases where the parties are to use all reasonable endeavours to resolve the disagreement
- 11.4 The Transferee will not use the Property for any purpose other than the preservation of an historical building and site including cultural education and recreational access for the public

Continuation sheet 1 of 2

Insert sheet number and total number of  
continuation sheets e.g. "sheet 1 of 3"



1. Continued from Form TP3

Title number(s) GR143668 and GR49417

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

- 11.5 The Transferee will not transfer or otherwise dispose of the Property without procuring that the successor in title enters into a direct covenant with the Transferor to observe and perform the covenants set out in the transfer
- 11.6 The Transferor and the Transferee agree to apply to the Land Registry for a restriction on title to the Property in the following terms:  
"no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written cosent signed by the Council of the City of Gloucester or by its conveyancer that the provisions of clause 11.5 of this transfer have been complied with"
- 11.7 The Property is transferred subject to and with the benefit of an agreement made the 13th October 2004 between Gloucester College of Arts and Technology (1) British Waterways Board (2) and Gloucester City Council (3) made pursuant to section 111 of the Local Government Act 172 and section 106 of the Town and Country Planning Act 1990 and the Transferee hereby covenants with the Transferor to observe and perform the obligations contained in the section 106 agreement insofar as they relate to the Property and to indemnify and keep indemnified the Transferor against any actions claims costs or damages resulting from any breach thereof

Continuation sheet 2 of 2

Insert sheet number and total number of  
continuation sheets e.g. "sheet 1 of 3"

THIS AGREEMENT is made the 8 day of November 2007  
BETWEEN:

- 1) LLANTHONY SECUNDA PRIORY TRUST (company number 06113608) of Gloscat, Princess Elizabeth Way, Cheltenham, Gloucestershire, GL51 7SJ (hereinafter together called "the intending Seller") and
- 2) THE COUNCIL OF THE CITY OF GLOUCESTER of North Warehouse, The Docks, Gloucester (hereinafter called "the intending Buyer")

IT IS AGREED as follows:

1 **Definitions and interpretation**

1.1 In this Agreement the following expressions shall have the following meanings:

1.1.1 "Insolvent" means

- 1.1.1.1 the intending Seller is deemed unable to pay its debts as defined in section 123 of the Insolvency Act 1986 (referred to as "the Act" in the remainder of this clause); or
- 1.1.1.2 a proposal is made for a voluntary arrangement under Part 1 of the Act; or
- 1.1.1.3 a petition is presented for an administration order under Part II of the Act; or
- 1.1.1.4 a receiver or manager is appointed whether under Part III of the Act (including an administrative receiver) or otherwise; or
- 1.1.1.5 the intending Seller goes into liquidation as defined in section 247 (2) of the Act (other than a voluntary winding up solely for the purpose of amalgamation or reconstruction while solvent); or
- 1.1.1.6 a provisional liquidator is appointed under section 135 of the Act; or
- 1.1.1.7 a proposal is made for a scheme of arrangement under section 425 of the Companies Act 1985; and

1.1.2 "the Option" means an option for the intending Buyer to buy the Property at the Price with vacant possession for an estate registered at H M Land Registry with title absolute subject to (so far as the same are still subsisting and affect the Property) and (where appropriate) together with the benefit of the Relevant Matters but otherwise free from incumbrances

1.1.3 “the Option Period” means a period of one year from a Trigger Event in respect of each Trigger Event (subject to the perpetuity period of 21 years)

1.1.4 “the Plan” means the plan annexed to this Agreement

1.1.5 “the Price” means £1.00

1.1.6 “the Property” means ALL THAT freehold land being land and buildings on the east side of Llanthony Road, Gloucester shown edged red on the Plan and registered at H M Land Registry with title absolute under title numbers GR49417 and GR143668

1.1.7 “the Relevant Matters” means the rights exceptions reservations covenants and other matters contained or referred to in title numbers GR49417 and GR143668

1.1.8 “Standard Conditions” means the Standard Commercial Property Conditions (second edition) and “Standard Condition” shall be construed accordingly

1.1.9 “Trigger Event” means any one or more of the following events:

1.1.9.1 the intending Seller becomes Insolvent

1.1.9.2 the intending Seller fails to keep the Property in a clean and tidy condition

1.1.9.3 there has been a significant deterioration in the condition of the Property since the 2004 Fielden, Clegg and Bradley survey (recorded vandalism since the survey is excluded)

1.1.9.4 the dismissal of one of the intending Buyer’s member or officer as a director of the intending Seller without a subsequent appointment of another member or officer of the intending Buyer as a director of the intending Seller or the dismissal of both of the intending Buyer’s member(s) and or officer(s) as directors of the intending Seller without the subsequent appointment of another member(s) and or officer(s) as directors of the intending Seller

1.2 In this Agreement (unless the context otherwise requires):

1.2.1 references to “the intending Seller” include (unless the context otherwise requires) references to the intending Seller’s successors in title and owners for the time being of the Property

1.2.2 references to a specific statute include any statutory extension modification amendment or re-enactment of that statute and any regulations or orders made under it and any general references to "statute" include any statute enacted after today's date and any derivative regulations or orders

1.2.3 words importing the singular number also import the plural number

1.2.4 words importing a particular gender import all genders

1.2.5 any obligation undertaken by two or more persons jointly is a joint and several obligation

1.1.6 references to a clause schedule part or paragraph are references to a clause in or schedule to this Agreement or a part of or paragraph in a schedule to this Agreement

1.1.7 the clause schedule part and paragraph headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of the clause schedule part or paragraph to which they refer

## **2 Option**

2.1 In consideration of the transfer of the Property from the intending Buyer to the intending Seller on the date hereof and of the obligations contained in this Agreement the intending Seller grants the Option to the intending Buyer

2.2 The Option shall be exercisable by the intending Buyer by giving written notice to such effect within an Option Period

2.3 The Option shall lapse if not exercised in accordance with clause 2.2

## **3 Intending Seller's pre-exercise obligations**

The intending Seller shall not transfer agree to transfer lease agree to lease charge mortgage or grant any easement or otherwise deal with or dispose of the Property during the Option Period

## **4 Title**

4.1 The title to the Property is registered at H M Land Registry with title absolute under title numbers GR49417 and GR143668

4.2 The intending Seller sells with full title guarantee

**5 Completion**

5.1 Completion of the sale and purchase of the Property shall take place by the date which is 30 days after the date on which the intending Buyer shall have exercised the Option **PROVIDED THAT** if such day is not a working day then completion shall take place on the next following working day

5.2 The transfer deed shall include any statement that is required by the Charities Act 1993

**6. Intending Buyer's additional obligations**

If the Option expires the intending Buyer shall forthwith cancel any registrations made by him in any registers to protect this Agreement and by way of security appoints the intending Seller his attorney for the purpose of effecting such cancellations if the intending Buyer shall have defaulted in doing so within 5 working days of written notice from the intending Seller requiring it to do so.

**7. No Partnership**

It is hereby agreed and declared that this Agreement does not create any partnership between the intending Seller and the intending Buyer or any other person

**8. Power of Attorney**

The intending Seller hereby irrevocably appoints by way of security the intending Buyer to be his attorney to sign any notice or other document insofar as the exercise of the Option would or may be unenforceable by reason of want of a signature by the intending Seller to any notice or other document by virtue of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 or otherwise and to do all other things necessary to rectify such defect but not further or otherwise

**9. Standard Conditions**

9.1 In so far as the same are not varied by or inconsistent with these conditions the Standard Conditions are incorporated in this Agreement

9.2 The provisions of this agreement shall not merge on completion but shall continue in full force and effect until performed

IN WITNESS this Agreement has been duly executed as a deed by the parties on today's date

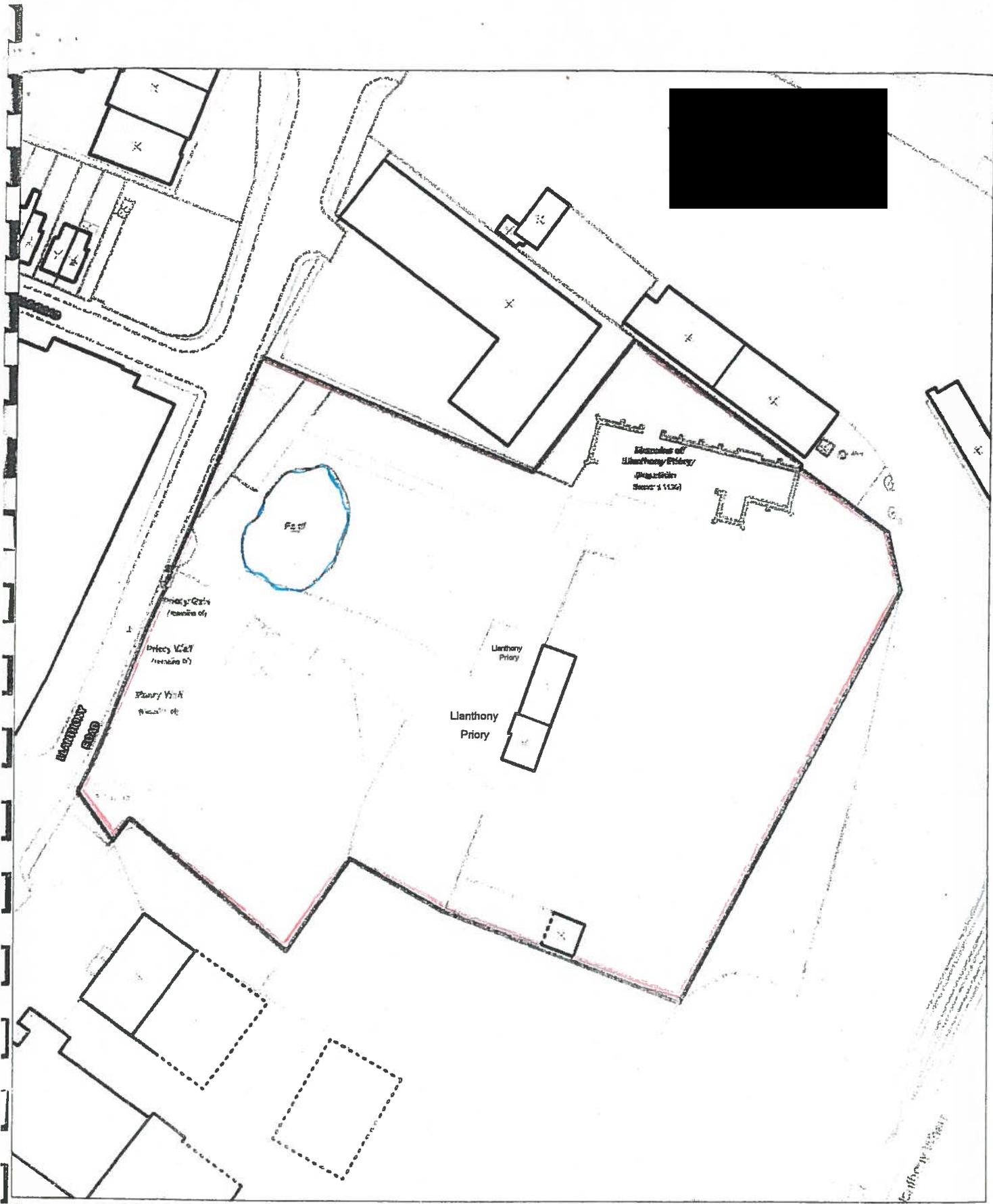
SIGNED as a deed and DELIVERED by )  
LLANTHONY SECUNDA PRIORY TRUST )  
acting by: )

 X  
Director

.....  X  
Director/Company Secretary

The COMMON SEAL of )  
COUNCIL OF THE CITY OF GLOUCESTER )  
affixed hereto is authenticated )  
by the undersigned person )  
authorised by the said Council to at for that purpose )

.....  
Head of Legal Services



Scale 1:1250



Llanthony Priory  
Gloucester



BC/IM

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