

DATED

15th August

2019

THE SAILSPIRE PARTNERSHIP LIMITED

and

GLOUCESTERSHIRE COUNTY COUNCIL

AGREEMENT pursuant to
Section 106 of the Town and Country Planning Act 1990 Chapter III of the Education
Act 1996 the Public Libraries and Museums Act 1964 Section 278 of the Highways
Act 1980 Section 111 of the Local Government Act 1972 and Section 1 of the
Localism Act 2011

in respect of Land between Sandy Lane Court and Southgate Court, Barrington Lane,
Upper Rissington, Gloucestershire



Head of Legal Services
Gloucestershire County Council
Westgate Street
Gloucester
GL1 2TG
66519 / 17_04587_FUL

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THIS AGREEMENT is made the Fifteenth day of August 2019

BETWEEN

1. **THE SAILSPIRE PARTNERSHIP LIMITED** (Co. Regn. No. 0170437) whose registered office is at Ross House, The Square, Stow on the Wold, Gloucestershire and whose address for service is ("the **Developer**")

2. **GLOUCESTERSHIRE COUNTY COUNCIL** of Shire Hall in the City of Gloucester GL1 2TG ("the **Council**")

WHEREAS:

- (1) The Developer is the Registered Proprietor of the Land as set out in Schedule 1 of this Agreement subject only as shown on the Title Registers thereto but otherwise free from incumbrances of the Land and more particularly described in Schedule 1
- (2) The Developer proposes to carry out the Development on the Land
- (3) The Council is
 - (a) a Local Planning Authority as defined in the Act and the Local Planning Authority for the purposes of planning obligations imposed pursuant to the provisions of Section 106 of the Act; and
 - (b) the Children and Families Authority and the Libraries Authority for Gloucestershire

- (d) of the opinion that the Contribution are necessary to address the consequences of the Development; and
- (e) satisfied that entry into this Agreement is of benefit to the public

NOW THIS DEED WITNESSETH as follows:

DEFINITIONS AND INTERPRETATION

1.(a) It is hereby agreed by the parties that in this Agreement the following expressions shall have the following meanings:

'the Act'	means the Town and Country Planning Act 1990 and any amendment thereof
'the Application'	means an application made to Cotswold District Council and registered under number 17/04587 for the erection of twenty six (26) Dwellings (including four (4) one bedroomed flats) with landscaping, vehicular access, pumping station and all associated works
'the Bond'	means a bond in the form set out in Schedule 3 hereto and marked 'Bond'
'the Bondsman'	means a company or person that achieves a Financial Strength Indicator of 5A together with a Risk Indicator of 1 and a minimum risk of failure when a check is carried out with Dun and Bradstreet or alternatively has been approved by the Head of Legal Services (acting reasonably)
'the Bond Sum'	means the sum of One Hundred and Eighty Two Thousand and Thirty Pounds (£182,030.00)