DATED 5th December 2023

WILTSHIRE COUNCIL (1)

and

MELVYN JOHN DIFFORD AND EILEEN MARY DIFFORD (2)

DEED OF DISCHARGE OF SECTION 106 AGREEMENT

Relating to

Land at 14 High Street, Bulkington, Devizes, Wiltshire, SN10 1SJ

Wiltshire Council

Head of Legal Services
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire
BA14 8JN

Iken Ref: 147186
Planning Ref: 2023/05045

THIS DEED is made the 5th day of December 2023

BETWEEN

(1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road, Trowbridge Wiltshire, BA14 8JN **("the Council").**

(2) **MELVYN JOHN DIFFORD AND EILEEN MARY DIFFORD** of 14 High Street, Bulkington, Devizes, Wiltshire, SN10 1SJ **("the Owners").**

WHEREAS

1. The Council is the Local Planning Authority for the purposes of this Deed for the area within which the Land is situated.

2. The Owners are registered with absolute title at Land Registry under Title number **WT302618** of the Land.

3. Planning permission was granted on 28th June 2012 under reference W/11//02717/FUL to develop 18A High Street for residential use ancillary to the use of Tudor Cottage.

4. The Owners submitted the Planning Application to the Council for planning permission for the use of 18A High Street independent of Tudor Cottage and the Council have granted Planning Permission for such use.

5. The Land (comprising both 18A High Street and Tudor Cottage) is subject to the Section 106 Agreement which contains covenants prohibiting the occupation and use of 18A High Street independent of Tudor Cottage.

6. As the Planning Permission has been granted for the independent use of 18A High Street the Council considers that the covenants contained in the Section 106 Agreement no longer serves a useful purpose and the Council consents to the discharge of the Section 106 Agreement and the

release of the Land, the Owners, and their respective successors in title from the covenants contained therein.

NOW THIS DEED WITNESSES AS FOLLOWS:

DEFINITIONS

The definitions and rules of interpretation in this clause apply in this Deed:

"the 1990 Act"	means the Town and Country Planning Act 1990.
"18A High Street"	means the property situate at 18A High Street, Bulkington, SN10 1SJ shown coloured green on the Plan.
"The Development"	means the development permitted by the Planning Permission.
"The Land"	means all that land shown edged red on the Plan.
"The Plan"	means the plan attached at Schedule 1.
"Planning Application"	means the planning application for full planning permission submitted to the Council for the Development and allocated reference number 2023/02173 and granted on 31st May 2023.
"Planning Permission"	means the planning permission for the Development granted 31st May

	2023 pursuant to the Planning Application.
"Section 106 Agreement"	means the Agreement dated 2nd August 2012 entered into by Wiltshire Council (1) and Melvyn John Difford and Eileen Mary Difford (2) under Section 106 of the 1990 Act.
"Tudor Cottage"	means the property situate at 14 High Street, Bulkington, SN10 1SJ, shown coloured blue on the Plan.

AGREEMENT AND DECLARATIONS

1. This Deed takes effect on the date hereof.

THE SECTION 106 AGREEMENT
RELEASE AND DISCHARGE

2. The Council and the Owners agree and declare that from the date hereof the Section 106 Agreement shall be discharged, and the Council will release the Land and discharge the Owners, and their respective successors in title from the covenants contained in the Section 106 Agreement.

3. On the date hereof the Council will cancel the entries in the Land Charges Register relating to the Section 106 Agreement.

GENERAL PROVISIONS

4. The Council covenants that it has full power to effect the discharge and release the Section 106 Agreement.

5. The Owners agrees to pay the Council's reasonable legal costs in connection with the preparation execution and registration of this Deed on the execution hereof.

Governing Law and Jurisdiction

6. This Deed and any dispute or claim arising out of or in connection with it, its subject matter, or its formation (including any non-contractual dispute or claim) is governed by, and must be construed in accordance with, the laws of England and Wales.

7. The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter, or its formation (including non-contractual disputes or claims).

Contracts (Rights of Third Parties) Act 1999

8. Unless expressly stated, nothing in this Deed creates any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof the Deed has been executed by the parties hereto the day and year first before written.

Schedule 1 – The Land

LEFT INTENTIONALLY BLANK FOR PLAN



Produced 14 Mar 2023 from the Ordnance Survey MasterMap (Topography) Database and incorporating surveyed revision available at this date.

The representation of a road, track or path is no evidence of a right of way. The representation of features as lines is no evidence of a property boundary.

Metres
0 10 20 30 40 50

1:1250

Supplied by: **Stanfords 14 Mar 2023**
Licence: © Crown Copyright and database rights 2023 OS100035409
Order Licence Reference: Ol1588896
Centre coordinates: 394413 158384

14, Tudor Cottage, High St, Bulkington
SN10 1SJ

Executed as a Deed by affixing
The Common Seal of

WILTSHIRE COUNCIL



In the presence of:

Signature of authorised signatory: .....Authorised Signatory
Wiltshire Council

Name (in BLOCK CAPITALS): EMMA HOLIDAY

Signed as a Deed by:
Melvyn John Difford
in the presence of: .....

Witness signature: .....

Witness name: L. S. PITTE

Address:

Occupation: RETIRED

Signed as a Deed by:
Eileen Mary Difford in
the presence of:

Witness signature:

Witness name: L. S. PITTE

Address:

.....

Occupation: RETIRED