

DATED 11th August 2026

MORETON C CULLIMORE (GRAVELS) LIMITED

and

WILTSHIRE COUNCIL

DEED OF VARIATION PURSUANT TO SECTION 106A OF
THE TOWN AND COUNTRY PLANNING ACT 1990

relating to land lying to the south of west of Whetstone Bridge,
Down Ampney (Planning Application Number: **PL/2025/03084**)

Wiltshire Council

Head of Legal Services
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire BA14 8JN
Iken Ref: 204826

DATED:

11th August

2026

PARTIES

- (1) **WILTSHIRE COUNCIL** of County Hall, Bythesea Road, Trowbridge, Wiltshire BA14 8JN (the "Council"); and
- (2) **MORETON C CULLIMORE (GRAVELS) LIMITED** incorporated and registered in England and Wales with company number 00383901 whose registered office is situated at Cullimore Office Netherhills, Whitminster, Gloucester, Gloucestershire GL2 7PD (the "**Owner**").

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in the Original Agreement as amended by this Deed of Variation are enforceable.
- (B) The Owner has the freehold interest in the Land registered under title number **GR100243** at the Land Registry.
- (C) Moreton C Cullimore (Gravels) Limited and The Secretary of State for Defence entered into the Original Agreement with the Council as a prerequisite to the grant of planning permission reference 18/06849/WCM (the "**Original Permission**").
- (D) The Owner has submitted an application under section 73 of the Act to vary the conditions 2 and 6 of the Original Permission.
- (E) The Council has delegated authority to the Head of Development Management to grant planning permission for planning application reference number PL/2025/03084 subject to the entering into an agreement under Section 106 of the Act and the Parties have therefore agreed that the Original Agreement should be varied as follows it is agreed as follows.

IT IS AGREED AS FOLLOWS

1. INTERPRETATION AND DEFINITIONS

- 1.1. In this Deed of Variation, unless the context otherwise requires:

"the Original Agreement"

means the agreement dated the **28th May 2021** made between (1) Wiltshire Council and (2) Moreton C Cullimore (Gravels) Limited and (3) The Secretary of State for Defence relating to land lying to the southwest of Whetstone Bridge, Down Ampney.

- 1.2 References to clauses paragraphs and schedules are references to those in the Original Agreement.
- 1.3 Words and phrases whose meanings are not varied by this Deed of Variation have the same meanings as in the Original Agreement.
- 1.4 References in this Agreement to the "Owner" shall include their respective successors in title to the Site and their assigns.
- 1.5 References in this Agreement to the "Council" shall include any successor to its functions as local planning authority and local highway authority.
- 1.6 References in this Agreement to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments regulations made pursuant to it.
- 1.7 The clause headings in this Agreement are for convenience only and do not form part of the Agreement.
- 1.8 This Deed is supplemental to the Original Agreement which is enforceable by the Council and which binds each and every part of the Land.
- 1.9 This Deed of Variation is entered into by the Parties pursuant to Section 106A of the 1990 Act, Section 111 of the Local Government Act 1972 and all other enabling powers and is supplemental to the Original Agreement and it is acknowledged by the parties that the obligation contained within it are binding on the Site and are enforceable by the Council as local planning authority against the Owner as owner of the Site and against their successors in title and assign in respect of their interests in each and every part of the Site provided always that no person shall be liable for any breach of any covenant or obligation in this Agreement after it has parted with all of its interest in the Site or the part of the Site in respect of which such breach occurs (save in relation to any antecedent breach which occurs prior to parting with such interest).

2. CONDITIONALITY

Save for Clause 4 of this Agreement (which shall take effect on completion of this Agreement) this Agreement is conditional upon and shall have no effect until the grant of this Section 73 Application.

3. VARIATION TO THE ORIGINAL AGREEMENT

IT IS HEREBY AGREED between the Parties that from the date of this Deed of Variation the Original Agreement shall be varied by this Deed of Variation and shall take effect on today's date and be construed as follows:

- 2.1 To insert the following as a new clause 7.11 in the Original Agreement:

"This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of a planning application pursuant to section 73 or other provision of the Act as if this Deed had been completed pursuant to such an application".

- 2.2 The Parties agree that except as varied by this Deed of Variation, the Original Agreement shall remain in full force and effect and not be brought to an end pursuant to clause 4.2 of the Original Agreement.
- 2.3 Nothing in this Deed of Variation affects the Council's powers in respect of any antecedent breach or omission in relation to the Original Agreement.

3. REGISTRATION

This Deed of Variation shall be registered as a local land charge by the Council under the Local Land Charges Act 1975 as soon as practicable after the completion of this Agreement.

Following the performance and satisfaction of all the obligations contained in the Original Agreement as amended by this Agreement the Council shall cancel all the entries made in the register of local land charges in respect of both the Original Agreement and this Agreement.

4. COSTS

The Owner covenants with the Council that an execution of this Deed of Variation it will pay the Council's reasonable costs incurred in the negotiation, preparation and execution of this Deed of Variation.

5. THIRD PARTY RIGHTS

A person who is not named in this Agreement does not have any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

This Deed of Variation is governed by and interpreted in accordance with the laws of England and Wales.

IN **WITNESS** whereof the Parties have executed this Deed of Variation the day and year first before written

Executed as a deed by affixing
The Common Seal of
WILTSHIRE COUNCIL
In the presence of:

Signature of authorised signatory:

Name (in BLOCK CAPITALS):

CLARE LOVELL
PRINCIPAL FILER
Authorised Signatory
Wiltshire Council



31287

Executed as a DEED by **MORETON C. CULLIMORE**

(GRAVELS) LIMITED

acting by a Director:

Director

in the presence of:

Witness Signature

Witness Name

Address

Occupation

GEORGIA EMERY
52 SANDFORD LEAZE
AVENING, TETBURY
GL8 8PB
PA to MD

