

Dated 12<sup>th</sup> AUGUST 2026

**WILTSHIRE COUNCIL (1)**

and

**STEVEN JAMES KEEN (2)**

and

**BANK OF SCOTLAND (3)**

**DEED OF DISCHARGE OF  
SECTION 106 AGREEMENT**

Relating to

Land at Glebe Farm, Westbury Road, Little Cheverell,  
Devizes, Wiltshire, SN10 4JW



**Head of Legal Services**

**Wiltshire Council**

**County Hall**

**Bythesea Road**

**Trowbridge**

**Wiltshire**

**BA14 8JN**

**Iken Ref: 204816**

**THIS DEED** is made on 12<sup>th</sup> AUGUST

2026

**BETWEEN**

- (1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN, ("the Council")
- (2) **STEVEN JAMES KEEN** of Glebe Farm, Westbury Road, Little Cheverell, Devizes, Wiltshire, SN10 4JW ("the Owner")
- (3) **BANK OF SCOTLAND** (company registration number SC327000) whose registered office is at The Mound, Edinburgh, EH1 1YZ ("the Mortgagee")

**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 Owner is registered with absolute title at Land Registry under Title number **WT179324** of the Land.
3. By virtue of the Wiltshire (Structural Changes) Order 2008, Kennet District Council was dissolved with effect from 1 April 2009 and its functions as local planning authority transferred to the Council.
4. The Owner submitted to the Council on 5 December 2025 application reference **PL/2025/09660** to discharge the Section 106 Agreement dated 20 September 1990 under reference **K/16134/O**, as varied by the Deed of Variation dated 11 April 2000 under reference **K/38572**.
5. The Council considers that the covenants contained in the Section 106 Agreement as varied by the Deed of Variation no longer serve a useful purpose and the Council consents to the discharge of the Section 106

Agreement as varied by the Deed of Variation and the release of the Land, the Owner, 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                                                                                                                                                     |
| "Deed of Variation"     | means the Deed of Variation dated <b>11 April 2000</b> entered into under section 106 of the 1990 Act and made between (1) The District Council of Kennet and (2) Allan Thomas Harley            |
| "The Land"              | means all the land shown edged red on the plan attached to this Deed                                                                                                                             |
| "Section 106 Agreement" | means the Agreement dated <b>20 September 1990</b> entered into under section 106 and section 33 of the 1990 Act and made between (1) The District Council of Kennet and (2) Allan Thomas Harley |

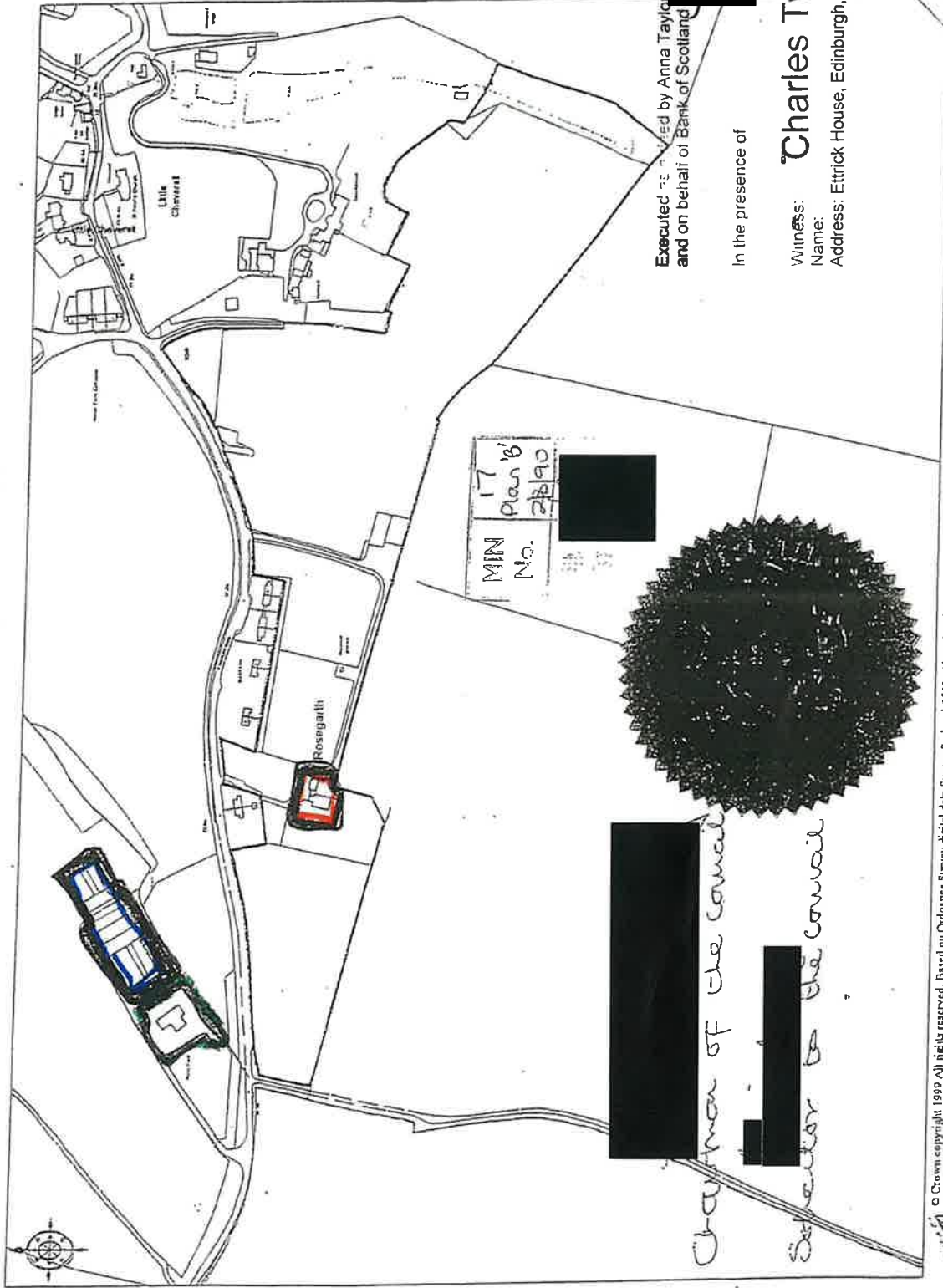
### **AGREEMENT AND DECLARATIONS**

1. This Deed takes effect on the date hereof

### **THE SECTION 106 AGREEMENT**

2. With effect from the date of this Deed, the Section 106 Agreement as varied by the Deed of Variation, is discharged and the Land, the Owner

# Rosegarth Little Cheverell, Nr Devizes



Executed and witnessed by Anna Taylor as attorney for  
and on behalf of Bank of Scotland

In the presence of

Witness:  
Name: **Charles Tweedie**  
Address: Ettrick House, Edinburgh, EH12 9EB

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and their respective successors in title are released from the obligations and covenants contained in it.

3. On the date hereof the Council shall cancel the entries in the Land Charges Register relating to the Section 106 Agreement as varied by the Deed of Variation.

### **GENERAL PROVISIONS**

4. The Council covenants that it has full power and authority to discharge the Section 106 Agreement as varied by the Deed of Variation and to release the Land, the Owner and their respective successors in title from the obligations contained in it.
5. The Owner shall pay the Council's reasonable legal costs in connection with the preparation, execution and registration prior to execution of this Deed

### **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** of which this Deed has been executed by the parties on the date first written above.

Executed as a deed by affixing the  
Common Seal of

**WILTSHIRE COUNCIL**

Authorised Signatory  
Wiltshire Council



In the presence of:

Signature of authorised signatory:

[Redacted signature]

31286

Name (in BLOCK CAPITALS):

CLAUDE LOVELLCK.....  
PRINCIPAL FCILGX

Signed as a deed by

**STEVEN JAMES KEEN**

[Redacted signature]

[SIGNATURE]

In the presence of:

Witness Name:

THOMAS INGRAM.....

Witness Signature:

[Redacted signature]

Witness Address:

5 DAVID ROAD.....

MARKET LAVINGTON.....

DEVIZE, WILTS.....

BN10 4DQ.....

Witness Occupation:

SITE MANAGER.....

Executed as a deed by  
**BANK OF SCOTLAND**  
acting by its authorised signatory/signatories:

Authorised Signatory: .....

Name: .....

Position: .....

Authorised Signatory: .....

Name: .....

Position: .....

Executed as a deed by Anna Taylor as attorney for  
and on behalf of Bank of Scotland plc

In the presence of

**Charles Tweedie**

Witness:

Name:

Address: Ettrick House, Edinburgh, EH12 9EB