

DATED 21 AUGUST

2026

17227/2
RDP

WILTSHIRE COUNCIL (1)

and

PEGGOTTY LIVINGSTONE-LEARMONTH (2)

**DEED OF DISCHARGE OF
SECTION 106 AGREEMENT**

Relating to

Land at Dairy Cottage, Park Farm,
Pinkney, Malmesbury, Wiltshire, SN16 0NZ

Wiltshire Council

Head of Legal Services

Wiltshire Council

County Hall

Bythesea Road

Trowbridge

Wiltshire

BA14 8JN

Iken Ref: 204828

THIS DEED

is made the 21st day of August 2026

BETWEEN

- (1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN, ("the Council")
- (2) **PEGGOTTY LIVINGSTONE-LEARMONTH** of Park Farm, Pinkney, Malmesbury, Wiltshire, SN16 0NZ ("the Owner")

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 **WT13294** of the Land
3. North Wiltshire District Council ceased to exist on 1 April 2009 pursuant to the Local Government and Public Involvement in Health Act 2007 and the regulations made under it
4. By Article 3 of the Wiltshire (Structural Changes) Order 2008 Wiltshire Council became the sole principal authority for Wiltshire on 1 April 2009
5. Pursuant to regulation 7 of the Local Government Act (Structural Changes) (Transfer of Functions, Property, Rights and Liabilities) Regulations 2008 (SI 2176 of 2008), the functions, property, rights and liabilities of North Wiltshire District Council transferred to and vested in Wiltshire Council on 1 April 2009
6. Wiltshire Council became the statutory successor to North Wiltshire Council on 1 April 2009
7. Planning Permission was granted on **1 July 1999** with planning reference N/98/02279/FUL to develop the Land which was also subject to planning obligations contained within the Section 106 Agreement made between the North Wiltshire District Council and the Owner's predecessor in title to the Land.
8. The Owner submitted an application to the Council on **10 September 2025** under application reference **PL/2025/07381** for the discharge of the planning obligations and covenants within the Section 106 Agreement

9. The Council has agreed to enter into this deed as they consider that the planning obligations and covenants contained in the Section 106 Agreement no longer serve a useful purpose and consents to the discharge of the Section 106 Agreement and the Council release of the Land, the Owner, and the Owner's successors in title from the planning obligations and covenants contained therein

NOW THIS DEED WITNESSES AS FOLLOWS:

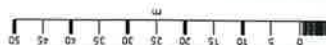
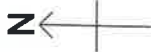
DEFINITIONS

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

"the 1990 Act"	means the Town and Country Planning Act 1990
"The Development"	means the development permitted by the Planning Permission
"The Land"	means all that land shown edged red on the plan attached at Park Farm, Pinkney, Malmesbury, Wiltshire, SN16 0NZ
"Planning Application"	means the planning application for full planning permission submitted to the Council for the Development and allocated reference number N/98/02279/FUL for the change of use from stables to residential accommodation
"Planning Permission"	means the planning permission with reference N/98/02279/FUL for the Development granted pursuant to the Planning Application

OS 1:1250 SCALE Ref: 2512-01

Park Farm
Pinkney
Malmesbury
Wiltshire
SN16 0NZ



OS MasterMap 1250/2500/10000
scale
Monday, July 21, 2025, ID:
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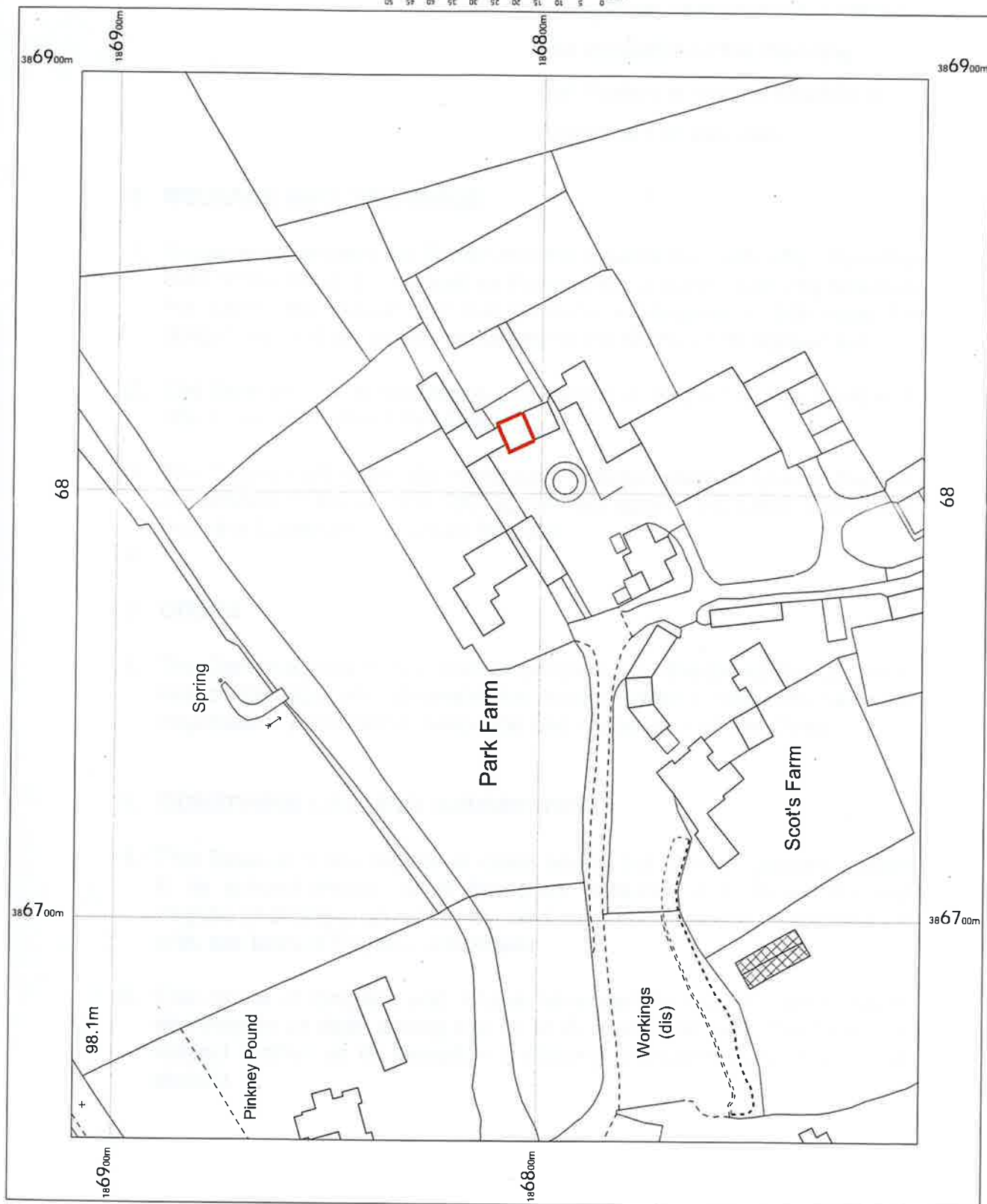
1:1250 scale print at A4 Centre:
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"Section 106 Agreement"

means the Agreement dated 20 May 1999 entered into under Section 106 of the 1990 Act between North Wiltshire District Council (1) and Thomas Lestock Somerville Livingstone Learmonth (2) entered into in relation to the Planning Permission, a copy of which is at Appendix 1 of this Deed.

2. RELEASE AND DISCHARGE

1. It is agreed between the Owner and the Council that, with effect from the date of this Deed, the Council as the relevant statutory authority releases the Land, the Owner and the Owner's successors in title from the obligations and covenants contained in the Section 106 Agreement.
2. The Section 106 Agreement is discharged in respect of the Land with effect from the date of this Deed.
3. The Council will make the necessary arrangements to ensure that the registration of the Section 106 Agreement against the Land is removed from the Local Land Charges Register.
- 4.

3. COSTS

1. The Owner agrees to pay, prior to completion of this Deed, the Council's reasonable legal and administrative costs incurred in connection with the negotiation, preparation, execution and registration of this Deed

4. GOVERNING LAW AND JURISDICTION

1. 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.
2. 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).

5. CONTRACTS (RIGHTS OF THIRD PARTIES) Act 1999

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

Appendix 1 – The Section 106 Agreement

THIS AGREEMENT is made the Twentieth day of May One thousand nine hundred and ninety nine BETWEEN NORTH WILTSHIRE DISTRICT COUNCIL of Monkton Park Chippenham Wiltshire ("the Council") of the first part and THOMAS LESTOCK SOMERVILLE LIVINGSTONE LEARMONTH of Park Farm Pinkney Sherston Wiltshire ("the Owner") of the other part

WHEREAS

- (1) The Council is the Local Planning Authority within the meaning of the Town and Country Planning Act 1990 for the area within which the relevant land is situate
- (2) The Owner is seised in fee simple free from encumbrances of land ("the Land") shown for the purposes of identification stippled edged on the plan herein ("the Plan") with a dwelling thereon
- (3) The Owner has made a planning application numbered N.98.2279.F for permission to develop the Land by the conversion of a stable to residential accommodation identified on the Plan edged blue ("the Additional Accommodation") supplementary to the house identified on the Plan edged red ("the Main Dwelling")
- (4) The Additional Accommodation is more particularly described in the said planning application and the plans deposited therewith
- (5) The Council acting as the Local Planning Authority has expressed its willingness to approve the said planning application and to grant planning permission in respect thereof provided that an independent separate dwelling does not result and pursuant to the execution of the Agreements herein contained

NOW THIS DEED WITNESSETH as follows

1 THIS Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990 Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers and the covenants herein shall be deemed to be a planning obligation for the purposes of the said Section 106

2 CONDITIONAL upon the grant of planning permission in respect of the said application the Owner hereby covenants with the Council with the intent that this Agreement shall be enforceable against the Owner and the Owner's successors in title lessees or assigns of the Land or any part thereof howsoever arising as follows:

- (a) The Owner will not sell or lease for any term or otherwise dispose of the Main Dwelling unless such sale or lease or other disposition shall include the Additional Accommodation

(b) The Owner will not sell or lease for any term or otherwise dispose of the Additional Accommodation unless such sale or lease or other disposition shall include the Main Dwelling

(c) The Owner shall not cause or permit the Additional Accommodation to be used or occupied other than by members of the Owner's family or friends or by the Owner's employees employed solely or mainly at Park Farm aforesaid and in a manner incidental to the enjoyment of the main dwelling as a single dwellinghouse

(d) The Owner shall within six months of the granting of the said planning permission remove from the Land the residential caravan currently situate thereon and will dismantle and remove from the Land the concrete block wall currently situate in front of the proposed Additional Accommodation and identified shaded green on the Plan

3 WHERE there are two or more persons included in the expression "the Owner" as used in this Deed a reference to the Owner shall be deemed to be a reference to each and every person both jointly and severally

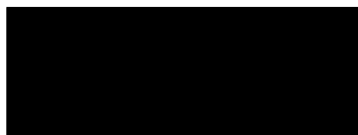
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has signed this Agreement as a Deed the day and year first before written

THE COMMON SEAL of the NORTH
WILTSHIRE DISTRICT COUNCIL was
hereunto affixed in the presence of

)

)

)



AUTHORISED OFFICER

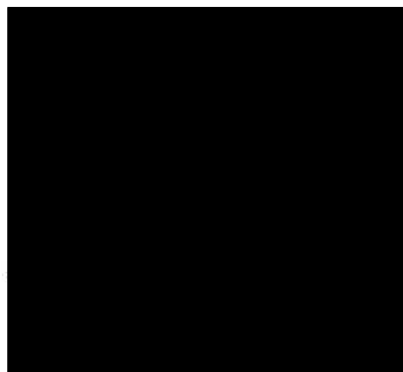
SIGNED as a deed by the said THOMAS LESTOCK
SOMERVILLE LIVINGSTONE LEARMONTH
in the presence of

)

)

)

LEISA CALDER



*North
Wiltshire
District
Council*

**SECTION 106
AGREEMENT**

SITE PLAN

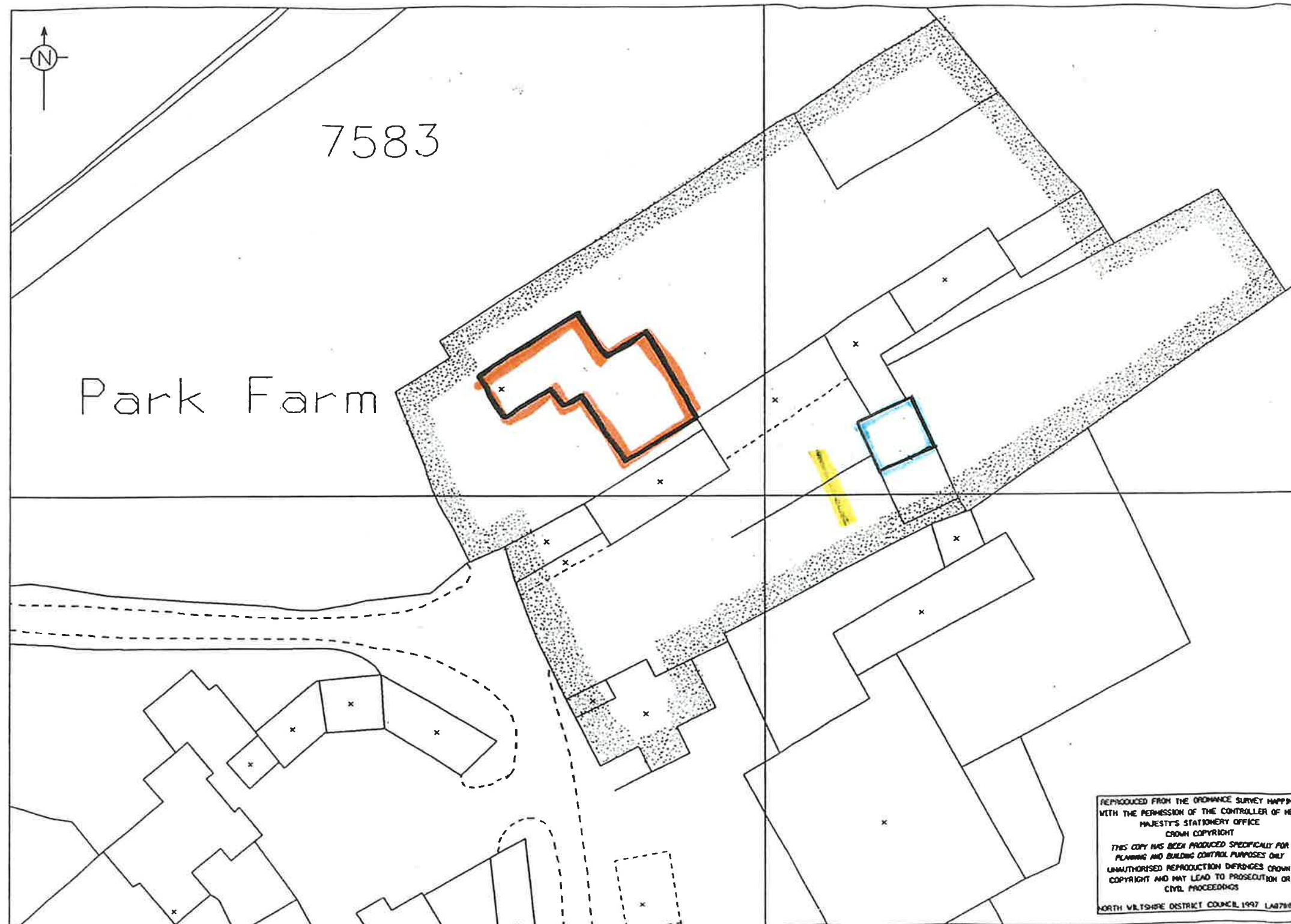
PROPERTY ADDRESS:
Park Farm
Pinkney
Sherston
Wiltshire

REFERENCE:
N.98.2279.F

DESCRIPTION:
Change of Use
from Stables to
Residential Accommodation

OFFICER DEALING - VT

SCALE: 1:500
GRID REF: ST8686
DATE: 23/12/98



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NORTH WILTSHIRE DISTRICT COUNCIL 1997 LA078840

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NORTH WILTSHIRE DISTRICT COUNCIL LA078840 1997

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

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]

31333

Name (in BLOCK CAPITALS):

AMY WILLIAMS

Signed as a Deed by

PEGGOTTY LIVINGSTONE-LEARMONTH

[Redacted signature]

in the presence of

[Redacted signature]

[SIGNATURE]

Witness Name:

Amelia Macallister

Witness Signature:

[Redacted signature]

Witness Address:

Loxley
Langford Mill
Kingswood
Wotton-under-Edge
GL12 8RL

Witness Occupation:

Trainee Solicitor