

DATED 26th August 2026

WILTSHIRE COUNCIL (1)

and

ROGER JAMES HARDING (2)

and

A2DOMINION SOUTH LIMITED (3)

**DEED OF DISCHARGE OF
SECTION 106 AGREEMENT**

Relating to

Land at 113 Exeter Street, Salisbury,
Wiltshire, SP1 2SF

Wiltshire Council

Head of Legal Services

Wiltshire Council

County Hall

Bythesea Road

Trowbridge

Wiltshire

BA14 8JN

Iken Ref: 204861

THIS DEED

is made the

26th day of August 2026

BETWEEN

- (1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN, ("the Council")
- (2) **ROGER JAMES HARDING** of High Trees, Arrowsmith Road, Wimborne, Hampshire, BH21 3BG ("the Owner")
- (3) **A2DOMINION SOUTH LIMITED** incorporated in England and Wales with company registration number (28641R) whose registered office is at 113 Uxbridge Road, London, W5 5TL ("the Housing Association")

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 **WT158244** of the Land
3. The Housing Association is registered with absolute title at Land Registry under Title number **WT273014** of the Leasehold Land
4. Salisbury District Council ceased to exist on 1st April 2009 by virtue of the provisions of the Local Government and Public Involvement in Health Act 2007 and the regulations made thereunder.
5. By Article 3 of The Wiltshire (Structural Change) Order 2008 on the 1st April 2009 Wiltshire Council became the sole principal Authority for Wiltshire.
6. By regulation 7 of the Local Government Act (Structural Changes) (Transfer of Functions, Property, Rights and Liabilities) Regulations 2008 (SI 2176 of 2008) the property and functions of the former Salisbury District Council vested in the Council on 1st April 2009.
7. The Council became the successor statutory authority to Salisbury District Council on 1st April 2009.
8. The Housing Association is the successor in title to Winchester Housing Association Limited

9. Planning Permission was granted on **15 March 1999** to develop the Land
10. Under the Section 106 Agreement the Winchester Housing Association Limited entered into the covenants and obligations therein.
11. The Owner submitted to the Council on **10 February 2026** application reference **PL/2026/00784** to discharge the Section 106 Agreement made between the Salisbury District Council (1) the Owner (2) and Winchester Housing Association Limited (3)
12. The Council considers that the covenants contained in the Section 106 no longer serve a useful purpose and the Council consents to the discharge of the Section 106 Agreement and the release of the Land and the Owner from the covenants contained therein.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

In this Deed the following definitions apply:

"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 to the Section 106 Agreement
Leasehold Land	The land edged red on the plan attached at Appendix 2,
"Planning Application"	Has the same meaning as the definition of "the Application" given in the Section 106 Agreement
"Planning Permission"	means the planning permission for the Development granted pursuant to the Planning Application
"Section 106 Agreement"	means the Agreement dated 2 March 1999 entered into under

	Section 106 of the 1990 Act and attached at Appendix 1
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2. RELEASE AND DISCHARGE

2.1. In consideration of a peppercorn now paid by the Owner and Housing Association to the Council (receipt of which is acknowledged), the Council releases the Land, the Owner and the Housing Association and the Owner's and the Housing Association's successors and predecessors in title to the Land from the obligation and covenants contained in the Section 106 Agreement.

2.2. The Section 106 Agreement is discharged in respect of the Land from the date of this Deed.

2.3. The Council will make the necessary arrangements to ensure the registration of the Section 106 Agreement against the Land is removed from the Local Land Charges Register.

3. COSTS

3.1. The Owner and Housing Association agree to pay the reasonable costs of the Council for entering into this Deed and for all negotiations pursuant to entering into this Deed.

4. GOVERNING LAW AND JURISDICTION

4.1 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.

4.2 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

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

EXECUTED as a Deed by the parties and delivered on the date set out at the beginning of this Deed.

Appendix 1 – Section 106 Agreement

DATED

2nd March

1999

SALISBURY DISTRICT COUNCIL (1)

and

R J HARDING (2)

and

WINCHESTER DISTRICT HOUSING ASSOCIATION LIMITED (3)

PLANNING OBLIGATION

under Section 106 of the Town and

Country Planning Act 1990

as amended

relating to

Former Exeter House Special School, Exeter Street,

Salisbury, Wiltshire

S J Tovey

Solicitor to the Council

Salisbury District Council

THIS PLANNING OBLIGATION is made the 2nd day of March.
One thousand nine hundred and ninety nine B E T W E E N
SALISBURY DISTRICT COUNCIL of Bourne Hill Salisbury
Wiltshire (hereinafter called "the Council") of the one
part and ROGER JAMES HARDING of High Trees Arrowsmith
Road Canford Magna Wimborne Dorset (hereinafter called
"the Owner") of the second part and WINCHESTER DISTRICT
HOUSING ASSOCIATION LIMITED of 38 Staple Gardens
Winchester Hampshire (hereinafter called "the
Association") of the third part

I N T E R P R E T A T I O N

In this Planning Obligation the following words and
expressions shall unless the context otherwise requires
have the following meanings:-

WORDS AND EXPRESSIONS

MEANINGS

"the 1990 Act"

the Town and Country Planning
Act 1990 as amended by the
Planning and Compensation Act
1991

"the Application"

the application no S/96/1254
for planning permission made
to the Council by the Owner
on the 21st day of August
1996

"the Commuted Sum"

three thousand four hundred
and forty four pounds
(£3,444)

"the Land"

all that land together with
the buildings erected thereon

situate at and known as the former Exeter House Special School 113 Exeter Street Salisbury Wiltshire shown for the purposes of identification only edged red on the plan annexed to this Planning Obligation and registered at HM Land Registry under Title No. WT 158244

"the Proposed Development"

the development of the Land by the change of use and conversion of the existing building into 6 one bedroom social housing units

"the Commencement of Development"

the commencement of development by the carrying out of a material building operation or development in accordance with Section 56 of the 1990 Act

RECITALS

- (1) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situated and for the purposes of enforcing this Planning Obligation

- (2) The Owner is the owner in fee simple absolute in possession free from incumbrances of the Land
- (3) By a lease dated the 10th of December 1996 the Owner agreed to lease the Land to the Association
- (4) An Application for planning permission has been made to develop the Land by carrying out the Proposed Development
- (5) The Salisbury District Local Plan contains requirements for the provision of public open space in association with new residential development and the Owner has therefore agreed to make a contribution towards the provision of open space in the manner hereinafter appearing
- (6) The Council has resolved to grant planning permission in accordance with the Application subject to the making of this Planning Obligation without which planning permission for the Proposed Development would not have been granted
- (7) The Council the Owner and the Association are desirous of entering into this Planning Obligation upon the terms hereinafter appearing

NOW THIS DEED is made in pursuance of Section 106 of the 1990 Act and is a planning obligation for the purposes of that section and **WITNESSES** as follows:-

1. THE Owner covenants with the Council to pay to the Council on completion of this Agreement the Commuted Sum towards the cost to the Council of providing improving and/or maintaining adult or childrens sport play or recreation facilities or installing and/or

maintaining equipment in connection with such facilities on land certified by the District Planning Officer as being directly relevant to the Proposed Development

2. The Commuted Sum will be returned by the Council to the party that paid the sum referred to in 1. above if at the expiry of the period of 5 years from the date hereof
 - (i) it has not been used for the purposes set out in 1. above or
 - (ii) in the case of sums intended to be used for maintenance a specific project has not been identified
3. The Owner and the Association jointly and severally covenant with the Council to the intent that the covenants shall be planning obligations for the purposes of the 1990 Act and shall be binding and enforceable against them and their successors in title to observe and perform the matters set out in the Schedule hereto
4. NOTHING contained or implied in this Planning Obligation shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority and its rights powers duties and obligations under all or any public or private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Planning Obligation



SALISBURY DISTRICT

Planning Department

File Number: S/96/1254

O.S. Sheet No. SU 1429 SE

Scale 1:1250

Date: 7.10.96

Drawn by: T.J.F.

Drawing No. P1470

SECTION 106

Country Planning Act. 1990

Exeter House Special School,
Keter Street, Salisbury.

This is the Ordnance Survey map with the permission
of the Controller of Her Majesty's Stationary Office.
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5. IN the event that any part of this Planning Obligation may be subject to challenge review deletion or otherwise rendered null void or avoidable the balance of this Planning Obligation shall remain in full force and effect

I N W I T N E S S whereof this Planning Obligation has been duly executed as a Deed by the parties hereto the day and year first before written

SCHEDULE

1. Before the Commencement of Development the Owner and the Association shall submit a scheme for approval ("the Approved Scheme") to the Council for the management and occupation of the social housing units referred to in the Proposed Development
2. The social housing units shall not be occupied until the Approved Scheme has been implemented
3. The occupancy of each social housing unit shall not exceed two people and shall otherwise be in accordance with the Approved Scheme

THE COMMON SEAL of SALISBURY)
DISTRICT COUNCIL was hereunto)
affixed in the presence of:-)


Solicitor to the Council

22/4/1

SIGNED AS A DEED by the said)

ROGER JAMES HARDING)

in the presence of)

Witness "AUBREY D. NEVILLE"
sig. "REYNELLA" 42 CARROLL AVE
ndle FERNDOWN BH22 8BP
accu.)

THE COMMON SEAL of THE)

WINCHESTER DISTRICT HOUSING)

ASSOCIATION LIMITED)

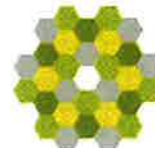
in the presence of :-)



Appendix 2 – Leasehold Land Plan

HM Land Registry Official copy of title plan

Title number **WT273014**
Ordnance Survey map reference **SU1429SE**
Scale **1:1250**
Administrative area **Wiltshire**



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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]

31415

Name (in BLOCK CAPITALS):

CLAIRE HOULOCK
PRINCIPAL FILER

Signed as a Deed by

ROGER JAMES HARDING

[Redacted signature]

[SIGNATURE]

In the presence of:

Witness Name:

[Redacted witness name]

Witness Signature:

Witness Address:

10 Park Place
6 North Road
Poole, Dorset
BH14 0LY

Witness Occupation:

Accounts Admin

EXECUTED as a Deed by

A2DOMINION SOUTH LIMITED

acting by two Directors or one Director and Company Secretary

Director:

[Redacted Signature]

*Director/Company
Secretary:*

[Redacted Signature]