

DATED 22nd December 1993.

Planning Department

Rec. 04 APR 2012

Acknowledged .....  
Copy to .....  
Action .....

- (1) SALISBURY DISTRICT COUNCIL  
(2) DAVID JOHN PEARCE ESQ  
(3) LLOYDS BANK PLC

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DEED

containing Planning Obligations relating to land  
forming part of Bishopdown Farm Salisbury

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Orange Land

(Second Duplicate)

FREEDMANS  
21 Whitefriars Street  
London EC4Y 8JJ

Tel : 071 353 1330

Fax : 071 353 1533

Ref: RIMPearce\07SM4661.DE4

THIS DEED is made the 22<sup>nd</sup> day of December 1993

BETWEEN

- (1) SALISBURY DISTRICT COUNCIL of Bourne Hill Salisbury Wiltshire ("the District Council")
- (2) DAVID JOHN PEARCE of The Manor House Stratford-sub-Castle Salisbury aforesaid ("the Owner")
- (3) LLOYDS BANK PLC ("the Bank")

NOW THIS DEED made pursuant to Section 106 of the Act (as hereafter defined) WITNESSES as follows

DEFINITIONS AND INTERPRETATION :

1.1 In this Deed the following words and phrases shall have the following meanings :

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

1.1.2 the Land : all that land shown for the purposes of identification only edged orange on the Plan annexed hereto together with any buildings erected thereon situate at and being part of the property known as Bishopdown Farm Salisbury title to which is registered at H M Land Registry under Title Number WT120251

1.2 The paragraph headings do not form part of this Deed and shall not be taken into account in the construction or interpretation of it

1.3 The provisions of this Deed (other than this clause) shall not be effective until the same shall have been dated

RECITALS

2.1 The District Council is the Local Planning Authority for the purposes of the Act for the administrative area within which the Land is situated.

2.2 The Owner is the registered proprietor of the Land

2.3 The Owner has agreed to enter into this Deed and to be bound by and observe and perform the obligations hereinafter set out

2.4 The Bank is mortgagee of the Land under a Legal Charge made on the 28th January 1993 between the Owner (1) and the Bank (2)

THE OBLIGATIONS :

3. Subject always as provided in the Act the Owner COVENANTS and AGREES with the Councils:

3.1. to observe and perform the obligations set out in the next following sub-clause which are intended:

- (1) to constitute planning obligations as referred to in Section 106 of the Act and
- (2) to be enforceable by the District Council and any statutory successor of the District Council

3.2 the Owner shall provide reasonable safeguards for the protection of the water meadows within the boundaries of the Land and for the avoidance of doubt :

3.2.1 nothing whatsoever in connection with any development on the land within the aforementioned Title Number (other than the Land) shall encroach on the Land

3.2.2 no traffic in connection with such development shall use the Land

3.2.3 no work huts or compounds in connection therewith shall be situated on the Land

3.2.4 no tipping shall take place thereon in connection therewith

3.2.5 no disturbance shall be caused thereto

save that the Owner shall be entitled to encroach onto the Land with or without construction traffic for the purposes of carrying out works to or in connection with the construction of the proposed Salisbury northern link road and/or the roundabout at the junction of that road with the A30 road or any part thereof in accordance with details of such encroachment previously approved by the District Council (such approval not to be unreasonably withheld or delayed)

3.3 The Bank CONSENTS to the execution of this Deed and ACKNOWLEDGES that the Land shall be bound by it

#### RELEASES

4. In the event that the Owner shall following the date of this Deed :

4.1 dispose of the whole or a material part of the Land (being a part to which any of the Obligations shall have been annexed or part otherwise directly or indirectly affected by any of the Obligations) and

4.2 obtain a direct Deed from the disponent to the District Council to observe and perform those Obligations in a form and otherwise in terms previously approved by the District Council such approval not to be unreasonably withheld or delayed

then the Owner shall be released without any further act of the parties from any future breaches of any of the Obligations so covered by such direct Deed being breaches which shall occur upon the Land so disposed of at any time after that direct Deed shall have been completed

STATUTORY POWERS

5. Nothing contained or implied in this Deed shall prejudice or affect the right powers duties and obligations of the District 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 all which may be as full and effectually exercised as if the District Council were not a party to this Deed

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

Signed as a Deed (and )  
delivered) by DAVID JOHN )  
PEARCE in the presence of : )

ANNA VALLEY, ANDOVER

Executed as a Deed by the )  
affixing of the Common Seal )  
of SALISBURY DISTRICT COUNCIL )  
in the presence of : )

*Principal Solicitor*



16591

SIGNED as a Deed (and delivered) )  
by BRIAN DAVID THOMAS as )  
attorney for and on behalf )  
of LLOYDS BANK PLC in the )  
presence of : )

Planning Department  
04 APR 2012  
Action

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S/12/0552

at

04 APR 2012

DATED *22nd December* 1992

Copy to  
Action

- (1) SALISBURY DISTRICT COUNCIL
- (2) DAVID JOHN PEARCE ESQ
- (3) LLOYDS BANK PLC

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DEED

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Green Land

(Second Duplicate)

FREEDMANS  
21 Whitefriars Street  
London EC4Y 8JJ

Tel : 071 353 1330  
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Ref: RIM\Pearce\07SM4661.DES

Planning Department

04 APR 2012

THIS DEED is made the 22<sup>nd</sup> day of December 1993

BETWEEN

- (1) SALISBURY DISTRICT COUNCIL of Bourne Hill Salisbury Wiltshire ("the District Council")
- (2) DAVID JOHN PEARCE of The Manor House Stratford-sub-Castle Salisbury aforesaid ("the Owner")
- (3) LLOYDS BANK PLC ("the Bank")

NOW THIS DEED made pursuant to Section 106 of the Act (as hereafter defined) WITNESSES as follows

DEFINITIONS AND INTERPRETATION :

- 1.1 In this Deed the following words and phrases shall have the following meanings :
  - 1.1.1 the Act: the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991
  - 1.1.2 the Land : all that land shown for the purposes of identification only edged in green on the Plan annexed hereto (but excluding the land shown hatched in green thereon) together with any buildings erected thereon situate at and being part of the property known as Bishopdown Farm Salisbury title to which is registered at H M Land Registry under Title Number WT120251
- 1.2 The paragraph headings do not form part of this Deed and shall not be taken into account in the construction or interpretation of it
- 1.3 The provisions of this Deed (other than this clause) shall not be effective until the same shall have been dated

RECITALS

- 2.1 The District Council is the Local Planning Authority for the purposes of the Act for the administrative area within which the Land is situated
- 2.2 The Owner is the registered proprietor of the Land
- 2.3 The Owner has agreed to enter into this Deed and to be bound by and observe and perform the obligations hereinafter set out
- 2.7 The Bank is mortgagee of the Land under a Legal Charge made on the 28th January 1993 between the Owner (1) and the Bank (2)

THE OBLIGATIONS :

- 3.1 Subject always as provided in the Act the Owner COVENANTS and AGREES with the Councils:

3.1.1 to observe and perform the obligations set out in the next following sub-clause which are intended:

- (1) to constitute planning obligations as referred to in Section 106 of the Act and
- (2) to be enforceable by the District Council and any statutory successor of the District Council

3.1.2 Notwithstanding the provisions of the Town and Country Planning (General Development) Order 1988 or any modification or re-enactment thereof the Land shall not be used except for one or more of the following purposes or any combination thereof or any purposes ancillary thereto namely :

- (1) agriculture as defined in the Act
- (2) public or other open space
- (3) leisure sport or recreation for which planning permission shall have been granted
- (4) purposes authorised by Planning Permission reference S/91/1666/TP issued by the District Council or other golf related developments for which planning permission shall have been granted
- (5) the construction and use of footpaths and roadways with planning permission (where required by law) (including the NLR)

3.2 The Bank CONSENTS to the execution of this Deed and ACKNOWLEDGES that the Land shall be bound by it

#### RELEASES

4. In the event that the Owner shall following the date of this Deed :

4.1 dispose of the whole or a material part of the Land (being a part to which any of the Obligations shall have been annexed or part otherwise directly or indirectly affected by any of the Obligations) and

4.2 obtain a direct Deed from the disponent to the District Council to observe and perform those Obligations in a form and otherwise in terms previously approved by the District Council such approval not to be unreasonably withheld or delayed

then the Owner shall be released without any further act of the parties from any future breaches of any of the Obligations so covered by such direct Deed being breaches which shall occur upon the Land so disposed of at any time after that direct Deed shall have been completed

#### STATUTORY POWERS

5. Nothing contained or implied in this Deed shall prejudice or affect the right powers duties and obligations of the District 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 all which may be as full and effectually exercised as if the District Council were not a party to this Deed

PLANNING PERMISSION

6. The exclusion of the land shown hatched green on the Plan from the Obligations set out in this Deed does not convey or imply any confirmation on the part of the Councils or either of them that the said land is suitable for development for any purposes nor that planning permission for any development will or should be issued at any time hereafter in relation thereto.

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

Signed as a Deed (and delivered) by DAVID JOHN PEARCE in the presence of :

Executed as a Deed by the affixing of the Common Seal of SALISBURY DISTRICT COUNCIL in the presence of :



*Principal Solicitor*

16585

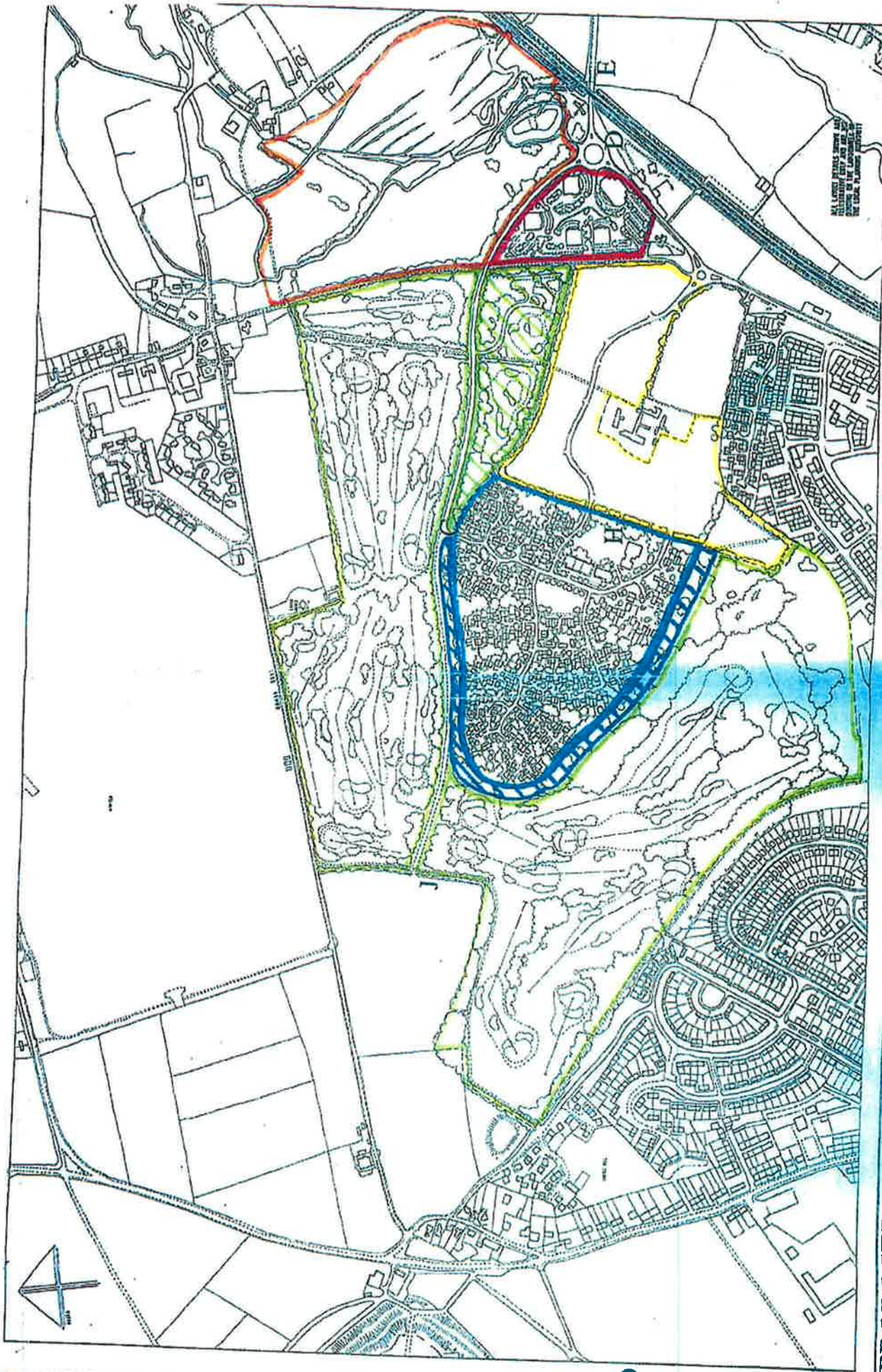
Signed as a Deed (and delivered) by BRIAN DAVID THOMAS as attorney for and on behalf of LLOYDS BANK PLC in the presence of :

Pl. Department

3 Rec. 04 APR 2012

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**PROPOSED DEVELOPMENT LAYOUT**  
Bishopdown Farm  
Salisbury