

DATED 26 MARCH 2020

**STEVEN ARTHUR ROGERS, RODERICK DONALD
TIMBRELL-WHITTLE AND CABOT TRUSTEES LIMITED**

and

WILTSHIRE COUNCIL

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

relating to **land at Atworth Business Park, Bath Road,
Melksham, Wiltshire SN12 8SB** (Planning Application
Number: **19/06790/FUL**)

**Head of Legal Services
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire BA14 8JN
Ref: 127124**

DATED:

26 MARCH

2020

PARTIES

- (1) **Wiltshire Council** of County Hall, Bythesea Road, Trowbridge, Wiltshire BA14 8JN (the "Council"); and
- (2) [REDACTED] and **Cabot Trustees Limited** (company registration number 3183366) whose registered office is at Suite 1d The Crescent Centre Temple Back Bristol BS1 6EZ (the "Owners")

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Act in respect of land at Atworth Business Park Bath Road Melksham Wiltshire ("the Land") and by whom the obligations in the Initial Agreement as amended by this Deed of Variation and Discharge are enforceable
- (B) The Owners are the registered proprietors of the Land registered under title number WT85791 at the Land Registry
- (C) By virtue of the Wiltshire (Structural Changes) Order 2008 West Wiltshire District Council was dissolved with effect from the 1st April 2009 and its functions as Local Planning Authority transferred to the Council
- (D) The Owner entered into the Initial Agreement with West Wiltshire District Council as a prerequisite to the grant of planning permission reference W93/0116
- (E) The Owner has submitted a planning application reference 19/06790/FUL ("the Application") to the Council for retrospective change of use to B8 use and proposed extension to existing building (also for B8 use) and associated works at the Land
- (F) The Council resolved at its Western Area Planning Committee on 18 December 2019 to grant planning permission for the Application subject to the entering into of an agreement under section 106 of the Act and the Parties have therefore agreed that the Initial Agreement should be varied as follows

IT IS AGREED AS FOLLOWS

1. INTERPRETATION AND DEFINITIONS

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

"the Initial Agreement"	means the agreement dated 22 September 1994 made between Roderick Donald Timbrell-Whittle and Steven Arthur Rogers
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	trading as Braemon Holdings and West Wiltshire District Council relating to the Land
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1.2. In this Deed, unless the context otherwise requires:

1.2.1. References to clauses paragraphs and schedules are references to those in the Initial Agreement; and

1.2.2. Words and phrases whose meanings are not varied by this Deed of Variation have the same meanings as in the Initial Agreement

1.3 This Deed of Variation and Discharge is supplemental to the Initial Agreement which is enforceable by the Council and which binds each and every part of the Land.

1.4 This Deed of Variation and Discharge is entered into by the Parties pursuant to Section 106A of the 1990 Act, Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers

2. **VARIATION TO THE INITIAL AGREEMENT**

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

2.1 Clause 2(a) shall be discharged and shall have no effect

2.2 Clause 2(b) shall have the words "and B8" inserted after the words "B1 and B2"

2.3 The plan attached to the Initial Agreement shall be removed and replaced by the plan attached to this Deed of Variation and Discharge in order to reflect the correct boundary of the Land which is shown edged purple

2.4 The Parties agree that except as varied by this Deed of Variation and Discharge, the Initial Agreement shall remain in full force and effect

2.4 Nothing in this Deed of Variation and Discharge affects the Council's powers in respect of any antecedent breach or omission in relation to the Initial Agreement

3. **REGISTRATION**

This Deed of Variation and Discharge shall be registered as a local land charge by the Council under the Local Land Charges Act 1975

4. COSTS

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

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

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

7. It is agreed that the liability under this Deed of Cabot Trustees Limited shall be limited to the assets of the S Rogers SIPP2121 as at the date the said liability falls due for payment or performance (as the case may be) and for the avoidance of doubt it is agreed and declared that the Council shall have no right or recourse against any assets in which Cabot Trustees Limited have an interest otherwise than assets held in respect of S Rogers SIPP2121.

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

THE COMMON SEAL of)
WILTSHIRE COUNCIL)
was hereunto affixed in the presence of:)



SIGNED AS A DEED BY
STEVEN ARTHUR ROGEI
in the presence of:



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NAME
ADDRI
OCCUPATION OF WITNESS



CALAG, SN11 0HW
FINANCE MANAGER

**SIGNED AS A DEED BY
RODERICK DONALD TIMBRELL-WHITTLE**
in the presence of:

SIGNATURE OF WITNESS

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A
C



EXECUTED as a deed by
CABOT TRUSTEES LIMITED
acting by

.....
Director

in the presence of

Witness Signature



Witness Name (C

Witness Address ...SUITE 110, THE CRESCENT...

...CENTRE, TEXAS ...

Witness Occup:





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1/500 at A2

ATWORTH BUSINESS PARK



vaughan hipscombe

BRAEMON HOLDINGS
 UNIT 9, LEAFFIELD MARINE, OLIVEFORD LTD
 1:500 ARCHITECTURAL PROPOSAL

SCALE 1:500
 DATE 26.08.2010
 DRAWING 9L2010/157/08