S O U T H
H O L L A N D
DISTRICT COUNCIL

DEED

Creating Supplemental Planning Obligation
under Section 106 of the
Town and Country Planning Act 1990

between

SOUTH HOLLAND DISTRICT COUNCIL

and

SUTTON BRIDGE POWER

re
power station at Sutton Bridge

I hereby certify that this is a true copy of the above Deed

Assistant Chief Executive

THIS DEED is made the 26 day of March Two thousand and one **BETWEEN THE SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices Priory Road Spalding in the County of Lincoln (hereinafter called "the Council") of the one part and **SUTTON BRIDGE POWER** whose registered office is situate at Four Millbank London SW1P 3ET Company Number 2586357 (hereinafter called "the Developer") of the other part

RECITALS

(1) This Deed is supplemental to a Deed ("the Principal Deed") entered into by the Developer of the one part and the Council of the other part on the sixteenth day of April One thousand nine hundred and ninety seven pursuant to Section 106 of the Town and Country Planning Act 1990

(2) At the date of this Supplemental Deed the Developer owns the freehold interest in the Site identified in the Principal Deed

(3) The Principal Deed provided for the Developer to offer to purchase the dwellinghouse known as Heron's Path Bungalow ("the Property") in certain specified circumstances following the Commercial Start Date of the Development (as defined in the Principal Deed)

(4) The Developer has paid the owners of the Property compensation in lieu of purchasing the Property and the Council has consented to the discharge of the Developer's obligation to purchase the Property on the payment of the agreed compensation

NOW THIS DEED WITNESSETH as follows

(1) This Supplemental Deed is entered into pursuant to Section 106 and 106A of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of those sections The Council is the local Planning Authority by which the provisions of this Supplemental Deed are intended to be enforceable

(2) By this Supplemental Deed the Council hereby discharges the Developer's obligation in clause 20 of the Principal Deed insofar as it relates to the Property and specifically the offer to purchase the Property

(3) Apart from the provision made in clause (2) above all other terms of the said Principal Deed shall remain the same

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

EXECUTED AS A DEED by
SUTTON BRIDGE POWER
acting by

Director

Secretary

THE COMMON SEAL OF THE SOUTH HOLLAND DISTRICT COUNCIL was hereunto affixed in the presence of

~~Chairman~~/Member of the Council

7798

Assistant Chief Executive/~~Director of Finance and Resources~~