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DATED 29th October 2010

HUNTINGDONSHIRE DISTRICT COUNCIL

and

ROBERT PETER TURNBULL FACER

and

HELEN MARGARET FACER

and

CLYDESDALE BANK PLC

S U P P L E M E N T A L A G R E E M E N T

to a Deed Dated 14 August 2003
under Section 106 of the Town and Country
Planning Act 1990 in relation to development
at Station Farm Broadway Yaxley

C Meadowcroft
Head of Law Property & Governance
Huntingdonshire District Council
Pathfinder House
St Mary's Street
Huntingdon
Cambridgeshire
PE18 6TN

(CenS.CM.jaw.L/PO/59)

THIS AGREEMENT is made the 29th day of October Two thousand and ten

BETWEEN the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire (hereinafter called "the Council") of the first part and **ROBERT PETER TURNBULL FACER and HELEN MARGARET FACER** both of Stibbington Hall Church Lane Stibbington Cambs PE8 6LP (hereinafter called "the Owner") of the second part and **CLYDESDALE BANK PLC** of 20 Merrion way Leeds LS2 8NQ ("the Mortgagee") of the third part

WHEREAS:

(1) The Council and Peter John Thurlow Meehan hereto entered into an Agreement dated 14 August 2003 ("the Principal Agreement") pursuant to Section 106 of the Town & Country Planning Act in connection with the Development of the Land

(2) Peter John Thurlow Meehan sold the Land to the Owner on 3 July 2008

(3) The Owner is proposing to transfer part of the Land to EDF Energy as an electricity sub station and EDF Energy do not wish to be bound by the Planning Obligations in the Principal Agreement

(4) The parties hereto have agreed to vary the terms of the Principal Agreement as herein provided

(5) "the Land" means all that piece or parcel of land at Broadway Yaxley shown edged red on the plan attached hereto and now or formerly comprised in title number CB336082

NOW THIS DEED which is a Planning Obligation made in pursuance of Section 106 of the Act and all other powers the parties hereto enabling

WITNESSETH as follows :

1.1 The provisions of this Agreement shall be supplemental to the provisions of the Principal Agreement

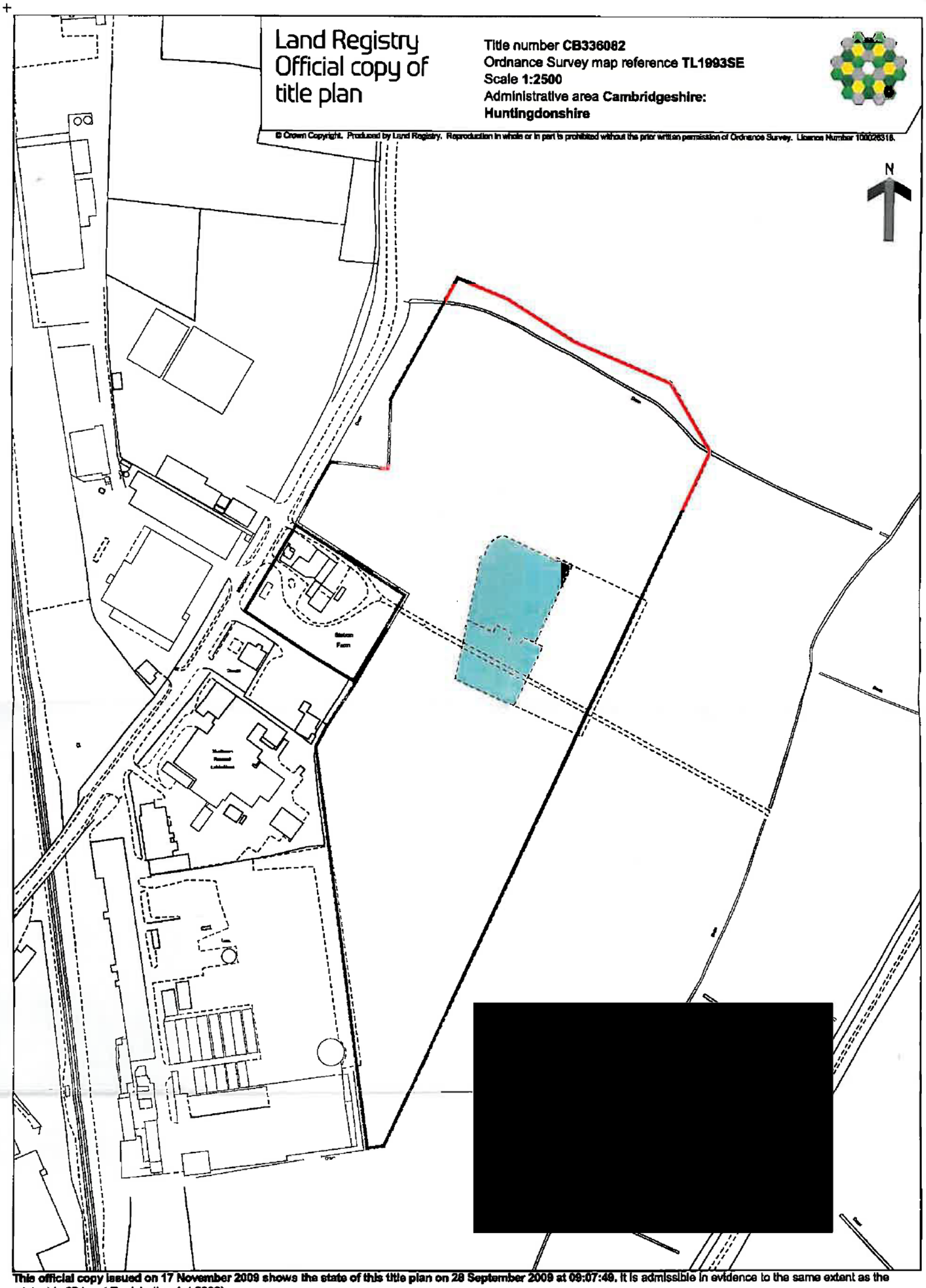
1.2 Save as herein provided the provisions of the Principal Agreement shall remain in full force and effect

1.3 The Mortgagee hereby consents to the Owner entering in to this Supplemental Agreement

Land Registry Official copy of title plan

Title number **CB336082**
Ordnance Survey map reference **TL1993SE**
Scale **1:2500**
Administrative area **Cambridgeshire: Huntingdonshire**

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This official copy issued on 17 November 2009 shows the state of this title plan on 28 September 2009 at 09:07:49. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Peterborough **Office.**

From the date of this Supplemental Agreement the term "Agreement" shall mean the Principal Agreement as supplemented and varied by this Agreement

2. It is hereby agreed and declared that :-

2.1 The following shall be inserted after Clause 4.9 of the Principal Agreement:-

"4.10 The Planning Obligations shall not be binding on any statutory undertaker which acquires any part of the Land or interest therein for the purpose of the supply of electricity gas water drainage or telecommunication services"

2.2 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

IN WITNESS whereof the parties hereto have caused this Deed to be executed the day and year first before mentioned

THE COMMON SEAL of the **HUNTINGDONSHIRE DISTRICT COUNCIL** was affixed to this Deed in the presence of :-

[redacted]

Head of Law Property & Governance

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)



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SIGNED as a Deed and **DELIVERED** by
the said

[redacted]

SIGNED as a Deed and **DELIVERED** by
the said

[redacted]

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GNED as a Deed and **DELIVERED** by)
a duly authorised Attorney for and on behalf)
of **CLDESDALE BANK PLC**)
in the presence of:)

SIGNED AS A DEED AND DELIVERED BY

on behalf of Clydesdale Bank PLC
trading as Yorkshire Bank
in the presence of

[redacted]