DATED 14th December 2010

HUNTINGDONSHIRE DISTRICT COUNCIL (1)

and

CAMBRIDGESHIRE COUNTY COUNCIL (2)

and

STAMFORD HOMES LIMITED (3)

and

BEDFORDSHIRE PILGRIMS HOUSING ASSOCIATION LIMITED

DEED OF VARIATION TO AGREEMENT DATED 5 OCTOBER 2007 RELATING TO DEVELOPMENT ON THE EAST SIDE OF LONDON ROAD ST IVES

PERRINS

SOLICITORS LLP

10 Waterside
Station Road
Harpenden AL5 4US
DX 152800 Harpenden 2
REF: AM

HDC: PO 246

THIS DEED is made on 14th day of December 2010

BETWEEN:

(1) **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House, St Mary's Street, Huntingdon PE29 3TN in the County of Cambridgshire ("the Council")

(2) **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall, Castle Hill, Cambridge, CB03 0AP ("the County Council")

(3) **STAMFORD HOMES LIMITED** (company registration number 00409955) whose registered office is situated at Cowley Business Park, Cowley, Uxbridge, Middlesex, UB8 2AL ("the Owner")

(4) **BEDFORDSHIRE PILGRIMS HOUSING ASSOCIATION LIMITED** of Pilgrims House, Horne Lane, Bedford, MK40 1NY ("BPHA")

NOW IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 In this Deed the following words and expressions have the following meanings:-

"the **Existing Agreement**" means the agreement dated 5th October 2007 under Section 106 of the Act between the Council (1) the County Council (2) Meyer International Finance and Property Plc (3) David James Miles and James Frederick Miles (4) Lordgate Engineering Limited (5) and Barclays Bank Plc (60 relating to development of the east side of London Road, St Ives as varied by a deed dated 26 October 2010 between the Council (1) the County Council (2) and Stamford Homes Limited(3)

"the **Parties**" means the parties to this Deed and party shall be construed accordingly

1.2 In this Deed the words and expressions in the Existing Agreement shall have the same meanings ascribed to them therein unless otherwise stated or the context so admits.

1.3 In this Deed:

1.3.1 the headings are for convenience only and do not affect its construction or interpretation of this deed and references to a clause are references (unless otherwise stated) to a clause in this Deed;

1.3.2 words of one gender include all other genders and any reference to a person includes a reference to a company authority board department or other body

1.3.3 if an obligation is owed to or by more than one person that obligation is owed to or by those persons separately jointly or in any combination

1.3.4 any obligation on a Party to do any act or thing includes an obligation to procure that it is done and any obligation not to do any act or thing includes an obligation not to permit the doing of the act or thing

1.3.5 any consent approval authorisation or notice required or given under this deed will only take effect if given in writing

1.3.6 unless expressly stated to the contrary any reference to a particular statute includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under it.

13.7 unless otherwise stated or the context otherwise requires references to a Party shall be deemed to include the successors in title to that Party (including where appropriate any successor to the relevant statutory functions or such Party) and any person deriving title through or under that Party

2. Recitals

2.1 The Council is the local planning authority for the purposes of Section 106 of the Act and the County Council is the local highways and transportation, local education authority and also a local planning authority for the purposes of the Act for the area within which the Land is located and by whom the planning obligations set out in the Existing Agreement and herein are enforceable

2.2 The Owner is the freehold owner of the Land with absolute freehold title registered under title number CB103015

2.3 By a transfer dated 4th November 2010 the Owner has transferred the land edged in red ("the Affordable Housing Site") on the attached Plan to BPHA

2.4 The Parties agree that the Existing Agreement shall be varied as set out in Clause 4 of this deed.

3. Operative Provisions

3.1 The Existing Agreement remains valid and in force subject to the variations in this Deed and this Deed is supplemental and collateral to the Existing Agreement

3.2 This Deed which is a planning obligation for the purposes of the Act is made pursuant to Section 106 of the Act and the Section 111 of the Local Government Act 1972 with the intent that covenants hereinafter contained shall be enforceable by the Council (as appropriate) acting under the powers contained in Section 106 and Section 111 aforesaid or otherwise against the Owner and all persons deriving title therefrom

3.3 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as a local planning authority and its rights, powers, duties and obligations under all public and private statutes, byelaws and regulations may be as fully and effectively exercised as if the Council were not a party to this Deed

3.4 If any provisions of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

3.5 Nothing in this Deed shall be construed as a grant of planning permission

3.6 The Parties confirm that the covenants and conditions contained in the Existing Agreement except as varied by this Deed are to continue in full force and effect

3.7 BPHA shall on completion of this Deed pay to the Council and County Council their reasonable fees

[redacted]

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[redacted]

[redacted]



CONVEYANCING LEGEND

- CONVEYED BOUNDARY
- SHARED ACCESS
- SECTION-38 AGREEMENT
- PUBLIC OPEN SPACE AREA (TO BE ADOPTED)
- ELECTRICITY COMPANY ACCESS TO BE KEPT CLEAR
- ELECTRICITY COMPANY OWNERSHIP
- AREA DENOTING MANAGEMENT COMPANY AREA
- SEWER EASEMENT

[redacted]

[redacted]

Title:

Drawing Number: SH/120/50 | Rev: C

Description: Site, Area Conveyance Plan Overall HA

Local Authority Approval Number:

NHBC Approval Number:

Scales:	Sheet Size:	Date.	Drawn:
1:1250	A3	01:10:10	MS

Revisions:

A 19-10-10 Plans amended as SHL request.
B 26-10-10 Amended as SHL request.
C 03-11-10 HA parking bays outlined blue, Shared access hatch removed from visitor parking bays, POS hatching amended, boundary line amended to accommodate lighting columns around POS, T-marks added to plots 34-37 as instructed.

Notes:

Stamford Homes

STAMFORD HOMES LIMITED
ASHURST
SOUTHGATE PARK
BAKEWELL ROAD
ORTON SOUTHGATE
PETERBOROUGH, PE2 6YS
Tel: 01733 396600
Fax: 01733 396669
E: mail@stamford-homes.co.uk
www.stamford-homes.co.uk

4. Variation of the Existing Agreement

The Parties agree that the Existing Agreement shall be varied from the Commencement Date as follows:-

4.1 By the addition of a clause 4.15 as follows:-

"4.15 The Planning Obligations save as set out in paragraph 1 of Schedule 1 shall not be binding upon a purchaser of the Affordable Housing Site (being an approved social landlord) or its successors in title"

4.2 By the substitution of 3 months instead of 6 months in line 3 of clause 1.3.1(c) of the Schedule

5. Registration

This Deed shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council.

Executed as a DEED by the Parties on the date and year first above written.

The Common Seal of **HUNTINGDONSHIRE DISTRICT COUNCIL** was hereunto affixed in the presence of:

[redacted]

.....

Head of Law Property & Governance

The Common Seal of **CAMBRIDGESHIRE COUNTY COUNCIL** was hereunto affixed in the presence of:

[redacted]

.....

Authorised signatory

.....

Authorised signatory

Executed as a deed by **STAMFORD HOMES LIMITED** ~~whose common seal was hereunto affixed in the presence of:~~

acting by two directors or a director and secretary

[redacted]

~~Authorised signatory~~ Director

[redacted]

~~Authorised signatory~~ Director / Secretary.

The Common Seal of **BEDFORDSHIRE PILGRIMS HOUSING ASSOCIATION LIMITED** was hereunto affixed in the presence of:

[redacted]

[redacted] EXECUTIVE DIRECTOR FOR CORPORATE SERVICES

Authorised signatory

Authorised signatory

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