DEED OF VARIATION DATED 5th February **2025**

GIVEN BY:

1. LOCHAILORT ST IVES LIMITED

TO

2. HUNTINGDONSHIRE DISTRICT COUNCIL

DEED OF VARIATION TO A UNILATERAL UNDERTAKING MADE UNDER S106 AND 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990

Relating to Development at the Former Car Showroom, London Road, St Ives, PE27 5EZ

Planning reference: 24/01950/S73

Legal Reference: HDC/SDV026559

THIS DEED OF VARIATION is dated 5 February 2025

GIVEN BY:

1) **LOCHAILORT ST IVES LIMITED** of Eagle House, 108 – 110 Jermyn Street, London, SW1Y 6EE ("the Owner")

TO:

2) **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House, St Mary's Street, Huntingdon, Cambridgeshire PE29 3TN ("the Council")

INTRODUCTION

(1) The Council is the local planning authority for the purposes of the Section 106 of the Act for the area in which the Site is situated.

(2) The Owner is the freehold owner of the Site registered at the Land Registry under title numbers CB107817 and CB154953.

(3) The owner has secured Planning Permission in respect of the Development granted by the Council on 15 February 2022 subject to the Original Unilateral Undertaking and imposition of conditions (reference 18/02726/FUL).

(4) The Owner seeks to vary the terms of the Original Unilateral Undertaking in the terms set out in this Deed. The Deed varies the terms of the Section 106 Agreement only to the extent set out in this Deed.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

"Section 73 Application	means the amendment application (reference: 24/01950/S73) submitted by the Owner to the Council on 22

	October 2024 to vary conditions 2 and 5 of the planning permission granted by the Council pursuant to the Original Planning Permission
"Original Unilateral Undertaking"	the unilateral undertaking dated 15 February 2022 given by Lochailort St Ives Limited (1) to Huntingdonshire District Council (2)
"Original Planning Permission"	the application for planning permission submitted to the Council under application reference 18/02726/FUL and granted planning permission on 15 February 2022

2. CONSTRUCTION OF THIS DEED

2.1 The terms and conditions of the Original Unilateral Undertaking shall remain in full force and effect except as varied by this Deed.

2.2 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.3 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.4 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.

2.5 Unless otherwise stated defined terms used in this Deed shall have the meanings given to them in the Original Unilateral Undertaking and the terms of the Original Unilateral Undertaking shall apply to this Deed.

3. LEGAL BASIS

3.1 This Deed is Supplemental to the Original Unilateral Undertaking and is made pursuant to Section 106 and Section 106A of the Act and to the extent that is does not contain planning obligations Section 111 of the Local Government Act 1972 and all other relevant enabling powers.

3.2 The covenants and obligations imposed on the Owner under this Deed are planning obligations for the purposes of Section 106 of the Act and shall be binding and enforceable against the Owner by the Council.

4. CONDITIONALITY

4.1 The variation to the Unilateral Undertaking in Clause 5 are conditional upon the Section 73 Application by the Council.

5. VARIATION TO THE ORIGINAL UNILATERAL UNDERTAKING

5.1 The definition of "Planning Permission" in the Original Unilateral Undertaking shall be deleted and replaced with the following:

"means permission for the Development granted by the Council pursuant to the Original Planning Permission and/ or the Section 73 Application together with any future variation thereto made pursuant to section 73 of the 1990 Act."

5.2 The following definitions shall be added to the Original Unilateral Undertaking as follows:

"Deed of Variation"	the deed of variation to this Deed dated XX January 2025 and made between (1) Lochailort St Ives Limited and (2) the Council entered into pursuant to the Section 73 Application.
"Section 73 Application"	the amendment application (reference: 24/01950/S73) submitted by Lochailort St Ives Ltd to the Council on 22 October 2024 to vary conditions

2 and 5 of the planning permission granted by the Council pursuant to the Planning Application (reference: 18/02726/FUL)

6. MISCELLANEOUS

6.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

6.2 The Deed is registrable as a local land charge by the District Council.

6.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

6.4 The Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn (without the consent of the Owner).

6.5 No person shall be liable for any breach of any of the planning obligations or other provisions if this Deed after it shall have parted with its entire interest in the Site or such part of the Site in respect of which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest AND FOR THE AVOIDANCE OF DOUBT neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer if the Site will constitute an interest for the purposes of this clause.

6.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission.

6.7 Nothing contained or implied in this Deed shall prejudice the rights discretion powers duties and obligations of the Council under all statutes by-laws statutory instrument orders and regulations in the exercise of their functions as a local authority.

6.8 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Original Planning Permission or against those deriving title from them.

6.9 The obligations in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus (and any land upon which the statutory apparatus is situated) by the Owner to that statutory undertaker.

7. JURISDICTION

7.1 The Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

8. DELIVERY

8.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed as a deed on the day and year first before written.

SIGNED AND DELIVERED as a deed by

the said Owner Acting by two directors

or by a director and its secretary

Signature of first Director

Print Name

Signature of second Direc

Print Name