DATED 4th May 2011

HUNTINGDONSHIRE DISTRICT COUNCIL (1)

- and -

CAMBRIDGESHIRE COUNTY COUNCIL (2)

- and -

STAMFORD HOMES LIMITED (3)

Deed Of Variation and Supplemental Agreement relating to development on the east side of London Road, St Ives

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shoosmiths

7th Floor
125 Colmore Row
Birmingham
B3 3SH

Ref: MJW/076055.963

HDC Ref: PO 246

THIS DEED is made the 4th day of May 2011

BETWEEN:

(1) **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House, St Mary's Street, Huntingdon in the County of Cambridgeshire ("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")

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 S73 Application"	means the application received by the Council on 19 October 2010 carrying reference 1001644S73 to vary the conditions numbers 8 and 9 of the outline planning permission granted on 24 October 2007 carrying reference number 0102801OUT
"The Existing Agreement"	means the agreement dated 5 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 (6) relating to development on the east side of London Road, St Ives as varied by a Deed of Variation and Supplemental Agreement between the Parties dated 26 October 2010 and by a Deed of Variation between the Parties and Bedfordshire Pilgrims Housing Association Limited dated 14 December 2010
"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 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 specific statute includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under it

1.3.7 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 of 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 and the 2010 Application Site with absolute freehold title registered under title number CB103015

2.3 The Owner has submitted the S73 Application to the Council and the Parties have agreed to enter into this deed to secure the planning obligations contained herein

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 to Section 111 of the Local Government Act 1972 with the intent that covenants hereinafter contained shall be enforceable by the Council and the County 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 and/or the County 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 and/or the County 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 be in any way 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

4 Variation of the Existing Agreement

4.1 The Parties agree that the Existing Agreement shall be varied from the grant of planning permission for the S73 Application as follows:

4.1.1 The meaning of the expression the "Application" in the Existing Agreement shall be varied by the insertion of the following wording at the end of the definition:

"and the application received by the Council on 19 October 2010 carrying reference number 1001644S73"

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 before written



THE COMMON SEAL of **HUNTINGDONSHIRE DISTRICT COUNCIL** was hereunto affixed in the presence of: [redacted]

THE COMMON SEAL of **CAMBRIDGESHIRE COUNTY COUNCIL** was hereunto affixed in the pre[redacted]

Executed as a deed by **STAMFORD HOMES LIMITED** acting by two Directors or one Director and one Secretary

[redacted]

.....

Director

[redacted]

.....

Director/Secret[redacted]