



Unilateral Planning Obligation

under Section 106 of the Town & Country Planning
Act 1990

(1) Sainsbury's Supermarkets Limited

relating to land at Sainsbury's Supermarket, York
Road Uxbridge, UB8 1Q

Dated 2 DECEMBER 2021

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Contents

Clauses

1	Definitions and interpretation	2
2	Background	4
3	Conditionality	5
4	Owner's Obligations	5
5	Notices	5
6	Waiver	5
7	Miscellaneous	5
8	Right of Access	6
9	Expert Determination	6
10	Form PO1	7
11	Change in ownership	7
12	Interest	7
13	VAT	7
14	Third Parties	7
15	Jurisdiction	7
16	Delivery	7

This Unilateral Planning Obligation is made the 2 day of DECEMBER 2021

And given by:

(1) **SAINSBURY'S SUPERMARKETS LIMITED** (Company Registration Number 3261722) whose registered office is at 33 Holborn, London, EC1N 2HT (the **Owner**)

to

(2) **LONDON BOROUGH OF HILLINGDON** of Civic Centre High Street Uxbridge UB8 1UW (the **Council**)

1 Definitions and Interpretation

1.1 In this Deed the following expressions shall where the context so requires or admits have the following meanings:

Act	the Town & Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force
Air Quality Contribution	means the sum of £16,637 (sixteen thousand six hundred and thirty seven pounds) to be paid to the Council as a initiatives to improve air quality in the authority's area including (but not limited to): • Use of low emission fuel technology and other measures to reduce emissions; • Tree and other planting; • Restrictions on certain types of vehicles; • Use of cleaner fuels on energy and heating; • Use of combined heat and power and community heating systems; • Environmental management systems and air quality strategy
Application	the application made by the Owner to the Council for Planning Permission under reference number 39439/APP/2021/2230 for the Development on the Application Site
Application Site	comprising land at Sainsbury's Supermarket York Road Uxbridge UB8 1Q as shown edged red on the Plan
Commencement of Development	means the date on which any material operation (save for demolition works, site clearance, ground investigations, erecting of temporary fencing and/or hoarding, temporary display of site notices or advertisements, diversion and laying of services) as defined in Section 56 of the Act forming part of the Development begins to be carried out other than (for the purposes of this Undertaking and for no other purpose) and "Commence" and "Commencement" shall be construed accordingly;
Development	the development described in the Application being the 'Extension to the store to provide a new groceries

online (GOL) facility with new service yard and non-food retail floorspace with ancillary warehousing. External alterations, a new click and collect facility, alterations to the existing car park layout and the installation of new mechanical plant'

Director of Planning, Environment, Education and Community Services

means the Council's Director of Planning, Environment, Education and Community Services or such person as the Services" Council designates as undertaking this role

Form PO1

means the form in the substantial form set out at Appendix A

Interest

means interest at 4% above the base lending rate of HSBC Bank PLC from time to time

Deed

means this deed

Plan

the plan annexed to this Deed being drawing number AS-2133_0117 CHQ Z07 GF PL-A-2001 B titled 'Site Location Plan'

Planning Permission

the Planning Permission granted by the Council pursuant to the Application

Section 106 Reference

means the Application reference 39439/APP/2021/2230

Specified Date

means the date upon which an obligation arising under this Undertaking is due to be performed

Undertaking

means this Deed

VAT

means Value Added Tax

Project Management and Monitoring Fee

means the sum equivalent to five percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing, managing and implementing this Deed

Working Day

any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday and **Working Days** shall be construed accordingly

1.2 In this Deed, unless the context otherwise requires:

1.2.1 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended at the relevant time;

1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any

association or partnership (whether or not having separate legal personality) or one or more of the foregoing;

- 1.2.3 any reference to the singular shall include the plural and vice versa;
- 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.5 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Deed;
- 1.2.6 where any party comprises two or more persons, any obligations of that party in, under or arising from this Deed is undertaken by or binding upon such two or more persons jointly and severally;
- 1.2.7 references to any party to this Deed include its successors-in-title and permitted assignees and in the case of any local authority shall also include any successor in function;
- 1.2.8 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this Deed or the relevant paragraph of this Deed respectively;
- 1.2.9 where in this Deed any approval or consent or a certificate is required to be given by the Council then such approval or consent shall unless otherwise stated be given by such officer as the Council as appropriate shall from time to time notify in writing to the Owner;
- 1.2.10 all payments in accordance with the terms of this Deed shall be exclusive of any VAT payable in respect thereof.

2 Background

- 2.1 The Council is a local planning authority as defined in the Act and for the purposes of planning obligations imposed pursuant to the provisions of section 106 of the Act for the area within which the Application Site is situated.
- 2.2 The Council has the statutory authority to enforce the obligations described in this Deed.
- 2.3 The Owner is registered as the freehold owners of the Application Site with title absolute registered at HM Land Registry under the title number AGL86726.
- 2.4 The Owner submitted the Application to the Council for planning permission for the Development on the Application Site.
- 2.5 The Application was considered by the members of the Council's minor applications planning committee on 30 September 2021 and the members resolved to approve the Application subject to the completion of a satisfactory planning obligation.
- 2.6 The Owner now wishes to enter into this Deed to provide that planning application and covenant to the Council as set out herein to support the Application.

3 Conditionality

3.1 This Deed shall come into effect upon:

- 3.1.1 The grant of the Planning Permission by the Council; and
- 3.1.2 Commencement of Development

4 Owner's Obligations

The Owner hereby covenants with the Council to observe and perform the covenants contained in Schedule 2 and Schedule 3 hereto.

5 Notices

5.1 Any notice or consent required or permitted under this Deed shall be in writing and shall be sent by first class registered post, hand delivery or fax. There shall be no right to serve notices or consents by email but if a party chooses to do so and the other party agrees email may be used.

5.2 Subject to clause 5.4 below any such notice, consent or other document shall be deemed to have been duly received:

- 5.2.1 if despatched by first class, registered post - 48 hours from the time of posting to the relevant party; or
- 5.2.2 if despatched by hand delivery - at the time of actual delivery; or
- 5.2.3 if despatched by fax or email - 24 hours after the time of the despatch.

5.3 Unless otherwise notified by one party to the other in writing from time to time, for the purposes of this clause the postal addresses of each party are those set out at the beginning of this Deed.

5.4 In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted to the addresses specified herein. In proving service by fax or email it shall be sufficient to prove that it was properly addressed and dispatched to the numbers or address specified herein.

5.5 No party shall not attempt to prevent or delay the service on it of a notice under this Deed.

6 Waiver

6.1 No delay or failure on the part of any party in enforcing any provision in this Deed shall be deemed to be a waiver or create a precedent or in any way prejudice any party's rights under this Deed.

6.2 The rights and remedies provided in this Deed are cumulative and are additional to any rights or remedies provided by law.

7 Miscellaneous

7.1 The Owner hereby consent to the Council registering this Deed as a Local Land Charge.

- 7.2 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 7.3 The Owner hereby warrants to the Council that they have not leased mortgaged charged or otherwise created any interest in the Application Site save for those matters revealed on title number AGL86726 at the date of this Deed.
- 7.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission SAVE FOR if the Council grant a planning permission pursuant to an application made by the Owner to vary or amend the Planning Permission under section 73 of the Act the covenants and provisions of this Deed shall be deemed to bind the such permission as varied and shall apply in equal terms to the varied planning permission unless that application to vary the Planning Permission is itself supported by a completed planning obligation under section 106 of the Act and/or completed deed of variation under section 106A of the Act.
- 7.5 This Deed constitutes a deed.
- 7.6 This Deed is entered into pursuant to the provisions of sections 106 of the Act and section 111 of Local Government Act 1972 and shall be deemed to be planning obligations in respect of the Application Site for the purposes of that section but without prejudice to all and any other means of enforcing them at law or in equity or by statute.
- 7.7 The covenants and obligations created by this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as Local Planning Authority.
- 7.8 This Deed shall cease to have effect in the event that the Planning Permission is quashed as a result of legal proceedings is revoked, or is otherwise modified without the Owner's consent, or the Planning Permission expires unimplemented.
- 7.9 No person will be liable for any breach of this Deed after it shall have parted with all of its interest in the Application Site (or the relevant part of the Application Site to which the planning obligations relate) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

8 Right of Access

Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Land at all reasonable times for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed.

9 Expert Determination

All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to determination by a single appointed expert to be agreed between the parties or, failing agreement, within twenty one (21) days by an expert to be appointed at the request of any party by the President of The Royal Institution of Chartered Surveyors (or by the President of the Institution of Civil Engineers if the dispute relates to the Highway Works) as the case may be having due regard to any representations made to him as to the appropriate qualifications of such expert. Such expert to make a finding as an expert which finding shall (except in the case of manifest error) be binding on both parties including a finding as to the apportionment of costs of the determination process.

10 Form PO1

Prior to Commencement of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Planning, Environment, Education and Community Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

11 Change in ownership

The Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Application Site and the Section 106 Reference.

12 Interest

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

13 VAT

13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

13.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

14 Third Parties

The Owner declares and confirms that with the exception of successors in title to the Owner no term of this Deed is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

15 Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England.

16 Delivery

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

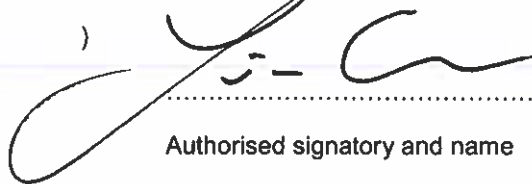
In witness whereof this deed has been duly executed by the parties the day and year first before written.

EXECUTED AS A DEED by those named)
below as attorneys for **SAINSBURY'S**)
SUPERMARKETS LIMITED)
both in the presence of:)



Chris Templeman

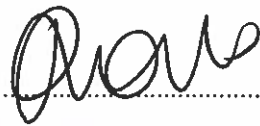
Authorised signatory and name



Authorised signatory and name

Jamie Cowen

Signature of
witness:



Name of
witness:

Jenny Rolls...
Sainsbury's SSC
Draken Drive, Ansty Park
Coventry
CV7 9RD

Address:

Schedule 1

Plan

[Handwritten signature]



BEAUMONT ROAD

Reference: Enter 8 reference # if Claim Committee. All with amount. Maxima number 331000000000

SO A3 Land: 10000

and this boundary updated to include cyste strand location
and fire boundary revised to include subunit wall of existing store and highway access

Schedule 2

AIR QUALITY CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Air Quality Contribution.
2. Not to commence or cause or allow or permit to be commenced any part of the Development before the Air Quality Contribution is paid.

Schedule 3

PROJECT MANAGEMENT AND MONITORING FEE

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development to pay to the Council the Project Management and Monitoring Fee; and
2. Not to commence or cause or allow or permit the Commencement of Development before the Project Management and Monitoring Fee is paid.

Appendix A

Form PO1

APPENDIX 1

FORM PO 1

TO: HEAD OF PLANNING AND ENFORCEMENT
RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS:

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM: _____

NB: Please continue of separate sheet(s) if necessary.

TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"
UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE
"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS
SPECIFIED IN THE AGREEMENT

☐

FOR COUNCIL USE

NB: IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS ENGINEERS

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO