

**Dated** 1 December **1998**

- (1) **NORFOLK COUNTY COUNCIL**
- (2) **BROADLAND DISTRICT COUNCIL**
- (3) **SAINSBURY'S SUPERMARKETS LTD**

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**DEED OF PLANNING OBLIGATION  
RELATING TO LAND ADJACENT TO  
POUND LANE, NORWICH, NORFOLK**

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**THIS DEED** is made on the 1<sup>st</sup> day of December 1998

**BETWEEN:**

- (1) **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich, Norfolk (the "**County Council**");
- (2) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk (the "**Council**") and
- (2) **SAINSBURY'S SUPERMARKETS Ltd** of Stamford House, Stamford Street, London SE1 9LL ("**Sainsburys**")

**WHEREAS:**

- (A) The County Council is the local highway authority for the purposes of the Highways Act 1980 for the area within which the Site is situate.
- (B) The Council is the local planning authority for the purposes of the Act for the area within which the freehold land hereinafter referred to is situated.
- (C) Sainsburys submitted the Planning Application and the Council is minded to grant the Planning Permission subject to the completion of this Deed.
- (D) Sainsburys is registered as freehold owner with title absolute at H M Land Registry under title number NK17071 of the land edged orange on Plan No. 1 annexed hereto.
- (E) The parties are prepared to enter into this Deed on the terms and conditions set out below

**NOW THIS DEED WITNESSETH** as follows:

**DEFINITIONS**

- 1. In this Deed where the context so admits the following expressions shall have the following meanings:

the "**Act**": the Town and Country Planning Act 1990 and any statutory amendment variation substitution or re-enactment thereof

the "**Development**": the development described in the Planning Application



- the **"Improvement Scheme"**: a scheme to be carried out by the County Council involving the extension of a cycle way along the public highway in the immediate vicinity of the Sainsburys store
- "Plan No. 1"**: the plan annexed hereto and marked No. 1
- "Plan No. 2"**: the plan annexed hereto and marked No. 2
- the **"Planning Application"**: the application dated 10th December 1997 seeking permission for the construction of an extension to the existing retail store
- the **"Planning Permission"**: a planning permission for the Development substantially in the form of the draft attached hereto as Schedule One
- the **"Site"**: the area of land the subject of the Planning Application edged red on Plan No. 1

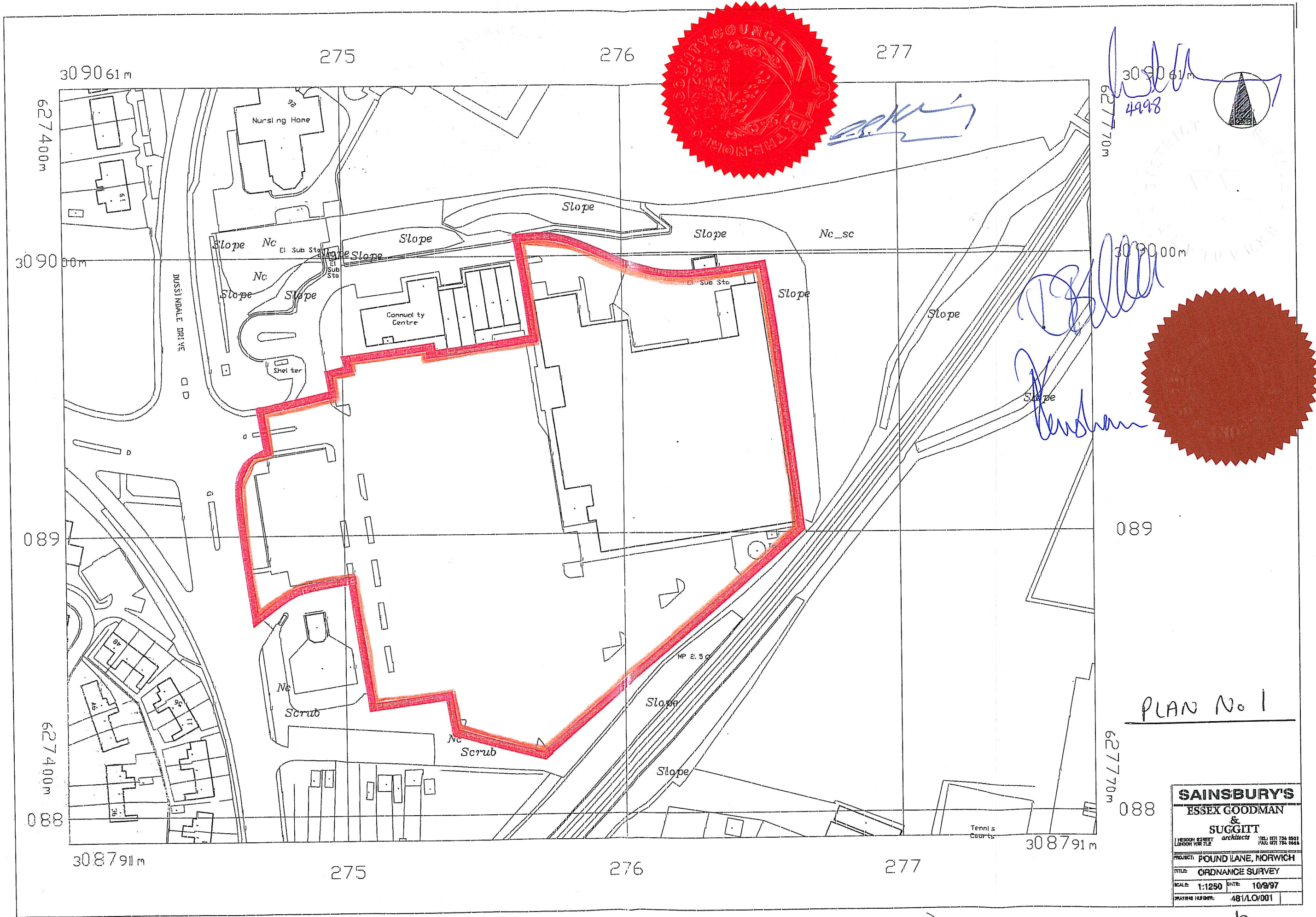
## STATUTORY AUTHORITIES

2. It is hereby declared that this Deed is expressed to be made pursuant to the following statutory authorities: Section 106 of the Act as substituted by Section 12 of the Planning and Compensation Act 1991 and Section 278 of the Highways Act 1980 and all other powers enabling to the intent that the provisions of this Deed shall bind the Site and the parties hereto and all persons deriving title under them PROVIDED THAT Sainsburys including for the avoidance of doubt its respective successors in title and assigns shall cease to have any obligation or liability under the terms of this Deed in relation to the Site or any part thereof once they shall have parted with their interest in the Site but without prejudice to liability for any subsisting breach prior to parting with such interest
- 2.1 (a) each and every covenant contained herein is a planning obligation for the purposes of Section 106 of the Act
- (b) the planning obligations contained in this Deed are entered into by the party stated in each planning obligation
- (c) the council is the local planning authority by whom the planning obligations contained in this Deed are enforceable

## CONDITIONAL UPON IMPLEMENTATION

3. IT IS HEREBY AGREED AND DECLARED that the obligations under this Deed will not have effect unless:
- 3.1 the Planning Permission has been granted and









Nursing Home

*[Handwritten signatures in blue ink]*

61

DUSSINDALE DRIVE

C.D.



Land to be dedicated

PLAN No 2





- 3.2 the Planning Permission has been implemented by the carrying out of a material operation pursuant to Section 56(4)(a) to (e) of the Act PROVIDED THAT for the avoidance of doubt Planning Permission shall not be deemed to be commenced for the purposes of this Clause by any archaeological works, works of excavation demolitions services diversions and site or soil investigations or the construction of any land fill gas works or the erection of hoardings and fences

## COVENANTS

4. Sainsburys hereby covenants with the Council:
- 4.1 Within twenty eight (28) days following implementation of the Planning Permission to pay to the County Council thirty three thousand pounds (£33,000) as a contribution towards the costs to the County Council of carrying out the Improvement Scheme
5. The County Council hereby covenants with Sainsburys and the Council:
- 5.1 that it will expend the financial contribution referred to in Clause 4.1 above only on the Improvement Scheme or any part thereof and if it has not applied the said contribution towards the Improvement Scheme within five years from receipt of the said contribution then the said contribution or part thereof not so applied shall be repayable on demand to the payee together with interest thereon at the base rate for the time being of Barclays Bank PLC
- 5.2 that it will use all reasonable endeavours to carry out and complete the Improvement Scheme as soon as reasonably possible following receipt of the payment referred to in clause 4.1 above and in any event carry out and complete the Improvement Scheme within six (6) months of receipt of the Payment
- 5.3 Sainsburys hereby covenant with the County Council that prior to the commencement of the Improvement Scheme they will dedicate to the County Council the land shown coloured pink on Plan No. 2

## REASONABLENESS

6. Where by this Deed any approval or consent or direction or authority or agreement or action is required to be given or reached or taken by the Council any such approval consent direction authority agreement or action shall not be unreasonable or unreasonably withheld or delayed

## NOTICES

7. ANY Notice to be given hereunder shall be in writing and shall either be delivered personally or sent by first class pre-paid post. The addresses for service of Sainsburys,



the County Council or the Council shall be those stated in this Deed or such other address in England for service as the party to be served may have previously notified in writing

- 7.1 each notice served in accordance with Clause 7 hereof shall be deemed to have been given or made and delivered if by letter 48 hours after posting, if by delivery, when left at the relevant address

## **VALUE ADDED TAX**

8. All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- 8.1 if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

## **GENERAL**

9. The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed
10. For the avoidance of doubt the provisions of this document (other than those contained in this Clause) shall not have any effect until this document has been dated
11. The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied
- 11.1 by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or
- 11.2 in accordance with the provisions of Section 106A and 106B of the Act

## **ENGLISH LAW**

12. IT IS HEREBY AGREED between the parties hereto that the construction validity and performance of this Deed shall be governed by English law

## **LOCAL CHARGES AND COUNCIL FUNCTIONS**

13. IT IS HEREBY AGREED AND DECLARED that:

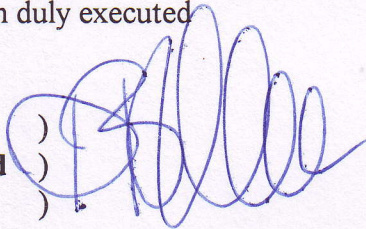


- 13.1 the covenants on behalf of the parties hereto to be observed and performed under this Deed shall be treated as Local land Charges and registered at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975
- 13.2 nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council or the County Council in the exercise by them of their statutory functions and the rights powers duties and obligations of the Council and the County Council under private or public statutes are effectively exercised as if they were not a party to this Deed
- 13.3 upon the fulfilment of the relevant party's obligations under this Deed the Council and the County Council shall forthwith at the request of that party enter into a deed or other documentary confirmation that the relevant part of the Site is henceforth freed and discharged from the provisions and conditions herein contained save as regards any antecedent breach

IN WITNESS whereof this Deed has been duly executed

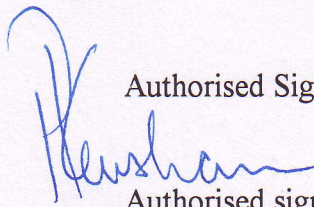
**THE COMMON SEAL of  
SAINSBURY'S SUPERMARKETS Ltd**  
was hereunto affixed in the presence of:

)  
)  
)



Authorised Signatory

)  
)  
)

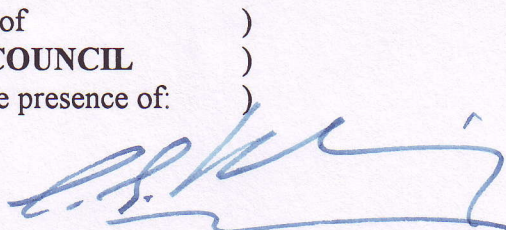


Authorised signatory



**THE COMMON SEAL of  
NORFOLK COUNTY COUNCIL**  
was hereunto affixed in the presence of:

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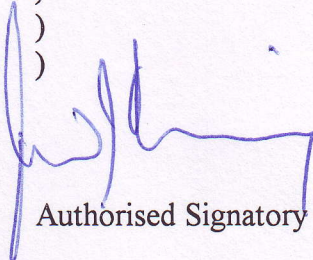
The Director of Law and Administration





**THE COMMON SEAL of  
BROADLAND DISTRICT  
COUNCIL**

was hereunto affixed in the presence of:

)  
)  
)  
)  
  
Authorised Signatory

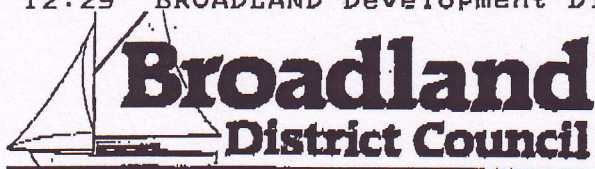
4998





**THE FIRST SCHEDULE**  
(the draft Planning Permission)





**PLANNING PERMISSION**  
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**Agent**  
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TOWN PLANNING CONSULTANCY LTD  
118 SOUTHWARK STREET  
LONDON SE1 0SW

**Date of Receipt**  
-----

05 Jan 98

**Applicant**  
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SAINSBURY SUPERMARKETS LTD  
STAMFORD HOUSE  
STAMFORD STREET  
LONDON SE1 9LL

**Application No.**  
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980004

**Decision Date**  
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25 Sep 98

**Date**  
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01 Oct 98

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**Description and Location of Development**  
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EXTENSION OF FOOD STORE TO PROVIDE ADDITIONAL  
RETAIL FLOORSPACE, REVISED ENTRANCE LOBBY AND  
LAYOUT OF CAR PARK

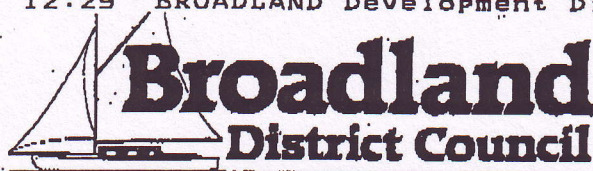
AT:- J SAINSBURY LTD, POUND LANE, THORPE ST ANDREW.  
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**TOWN AND COUNTRY PLANNING ACT 1990**

The Council in pursuance of powers under this Act GRANTS PLANNING PERMISSION for the development referred to above, in accordance with the submitted plans and application forms, and subject to the following conditions.

1. The development hereby permitted shall be begun before the expiration of 5 years from the decision date of this permission.
2. The proposed external finishing materials shall match those of the existing building and there shall be no variation without the prior consent in writing of the Local Planning Authority.
3. The development shall be carried out in its entirety in accordance with the details shown on the following submitted drawings no's 481/SK/103B and 481/SK/017A received on 3 July and 5 January 1998, respectively and the requirements of any succeeding conditions.
4. Before the hereby approved development is first commenced, details of the paving and drainage of the areas within the site





for the parking and manoeuvring of vehicles shall be submitted to the Local Planning Authority for written approval and shall be carried out as approved before the development is first brought into use.

The reasons for the conditions are:-

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act, 1990.
2. To ensure the satisfactory appearance of the building.
3. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
4. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.

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**INFORMATIVE**

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1. This planning permission is related to legal obligations made under Section 106 of the Town and Country Planning Act 1990 in respect of an extension to the Dussindale cycle way and a restriction on the overall floor space of the store, as extended, to be devoted to non-convenience goods.

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**NOTES**

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1. If this development involves any works of a building or engineering nature, please note that before any such works are commenced it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary consent under the Building Regulations is also obtained. Advice on this point can be obtained from the Building Control Section of the Development Directorate.

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Director of Planning & Community Services  
Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU.