

East Suffolk Council
Jacqui Bullen
Legal Services
Riverside
4 Canning Road
Lowestoft
Suffolk
NR33 0EQ

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For the attention of Jacqui Bullen

Our ref CAP/100180.01859

3 February 2025

Dear Jacqui

Unilateral Undertaking - Homebase Tower Road Gisleham Lowestoft Suffolk

Please find enclosed the Section 106 Unilateral Undertaking signed 30 January 2025.

Yours sincerely



Sylvia Barnett
CMS Cameron McKenna Nabarro Olswang LLP



Encl: Unilateral Undertaking Section 106 Agreement

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DATED 30 January 2025

**UNILATERAL UNDERTAKING UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 RELATING TO LAND AT THE EXISTING HOMEBASE UNIT,
TOWER ROAD, GISLEHAM, LOWESTOFT, SUFFOLK NR33 7NG**

SAINSBURY'S SUPERMARKETS LTD
(as Leaseholder)

in favour of

EAST SUFFOLK COUNCIL
(as Council)

SUFFOLK COUNTY COUNCIL
(as County Council)

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THIS DEED IS MADE ON 30 January

2025

BY

- (1) **Sainsbury's Supermarkets Ltd** whose registered office is at 33 Holborn, London EC1N 2HT (company registration number 03261722) ("**Leaseholder**")

FOR THE BENEFIT OF

- (2) **East Suffolk Council** of East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge, Suffolk, IP12 1RT (the "**Council**")
- (3) **Suffolk County Council** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (the "**County Council**")

RECITALS

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and the body by which the provisions of this Undertaking are intended to be enforceable.
- (B) The County Council is a local planning authority for the purposes of the 1990 Act and the highways authority for the area within which the Site is situated and the body by which the provisions of this Undertaking are intended to be enforceable.
- (C) The Leaseholder was assigned a lease of the Site on 13 September 2024 and this is currently pending registration at the Land Registry under title number SK421 260.
- (D) Outline planning permission (reference W16791) was granted on 13 October 1998. This permission was subsequently varied by outline planning permission (reference DC/14/3694/VOC) on 9 February 2015.
- (E) The Leaseholder has made the Planning Application to the Council and the Council considers that it is expedient in the interests of proper planning of its area that the Leaseholder should be required to enter into this Undertaking.
- (F) This Undertaking is given by the Leaseholder in favour of the Council and the County Council.

1. INTERPRETATION

In this Undertaking unless the context indicates otherwise:

- 1.1 Subject to the terms of this Undertaking any reference to the parties or any other legal or natural person shall include his her its or their assigns and successors in title and in the case of any local authority shall also include any successor in function.
- 1.2 Any covenants obligations or other commitments given by more than one party shall be joint and several.
- 1.3 Where the Leaseholder is not a body corporate then neuter words shall include the masculine or feminine gender (as the case may be) and singular words shall include their plural numbers.

1.4 The headings throughout this Undertaking are for convenience only and shall not be taken into account in the construction and interpretation of this Undertaking.

2. DEFINITIONS

2.1 The following definitions apply in this Undertaking:

“**1990 Act**”: the Town and Country Planning Act 1990.

“**Development**”: the development of the Site authorised by the Planning Permission.

“**Planning Application**”: the application for outline planning permission validated by the Council on 2 October 2024 under reference number DC/24/3543/VOC for variation of Condition No.1 of outline planning permission reference DC/14/3694/VOC to allow the sale of non-food goods by catalogue showroom retailer from up to 185m² of the existing sales area.

“**Planning Permission**”: the planning permission to be granted by the Council in respect of the Planning Application.

“**Site**”: the land at the existing Homebase unit at Tower Road, Gisleham, Lowestoft, Suffolk NR33 7NG as shown edged red on the plan at Schedule 1.

3. STATUTORY AUTHORITY AND LEGAL EFFECT

This Undertaking is a deed and is entered into pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

4. ENFORCEABILITY

The covenants and obligations created by this Undertaking are planning obligations for the purpose of Section 106 of the 1990 Act and are enforceable by the Council and County Council as local planning authorities.

5. THIRD PARTIES

In accordance with Sections 1(2) and 2(3)(a) of the Contracts (Rights of Third Parties) Act 1999 no term of this Undertaking shall be enforceable by a third party.

6. SUBSTANTIVE COVENANTS

The Leaseholder for and on behalf of itself and its heirs assigns and successors in title with the intention that this provision shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council and the County Council that it shall on or prior to the date of completion of this Undertaking pay to the County Council the sum of £60,000 as a contribution towards the County Council administering the necessary passenger transport improvements required to facilitate the Development, such improvements may include but are not limited to bus shelter(s), flag(s), pole(s), DDA kerb(s) and real-time passenger transport information.

7. RELEASE

- 7.1 This Undertaking is given on the basis that no person shall be bound by any obligations rights and duties contained in this Undertaking and/or liable for any breach of a covenant and/or obligation contained in this Undertaking after parting with all of its interest in the Site (or in the event of a disposal of part against the part disposed of), but without prejudice to the liability of any such person for any subsisting breach of this Undertaking before parting with such interest.

8. THE COUNCIL'S STATUTORY POSITION

- 8.1 Nothing herein contained or implied shall limit prejudice or affect the rights duties and obligations of the Council and County Council under all statutes byelaws statutory instruments orders and regulations in the exercise of its function as a local authority.

9. OPERATIVE DATE

- 9.1 This Undertaking shall become operative on the date of completion of this Undertaking.

10. NO ENCUMBRANCE

- 10.1 This Undertaking is given on the basis that nothing in this Undertaking shall be construed as affecting prohibiting or limiting any rights to develop any part of the Site in accordance with either a planning permission (other than the Planning Permission) granted after the date of this Undertaking by the Council or on appeal by the Secretary of State.

11. GOVERNING LAW

- 11.1 This Undertaking and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

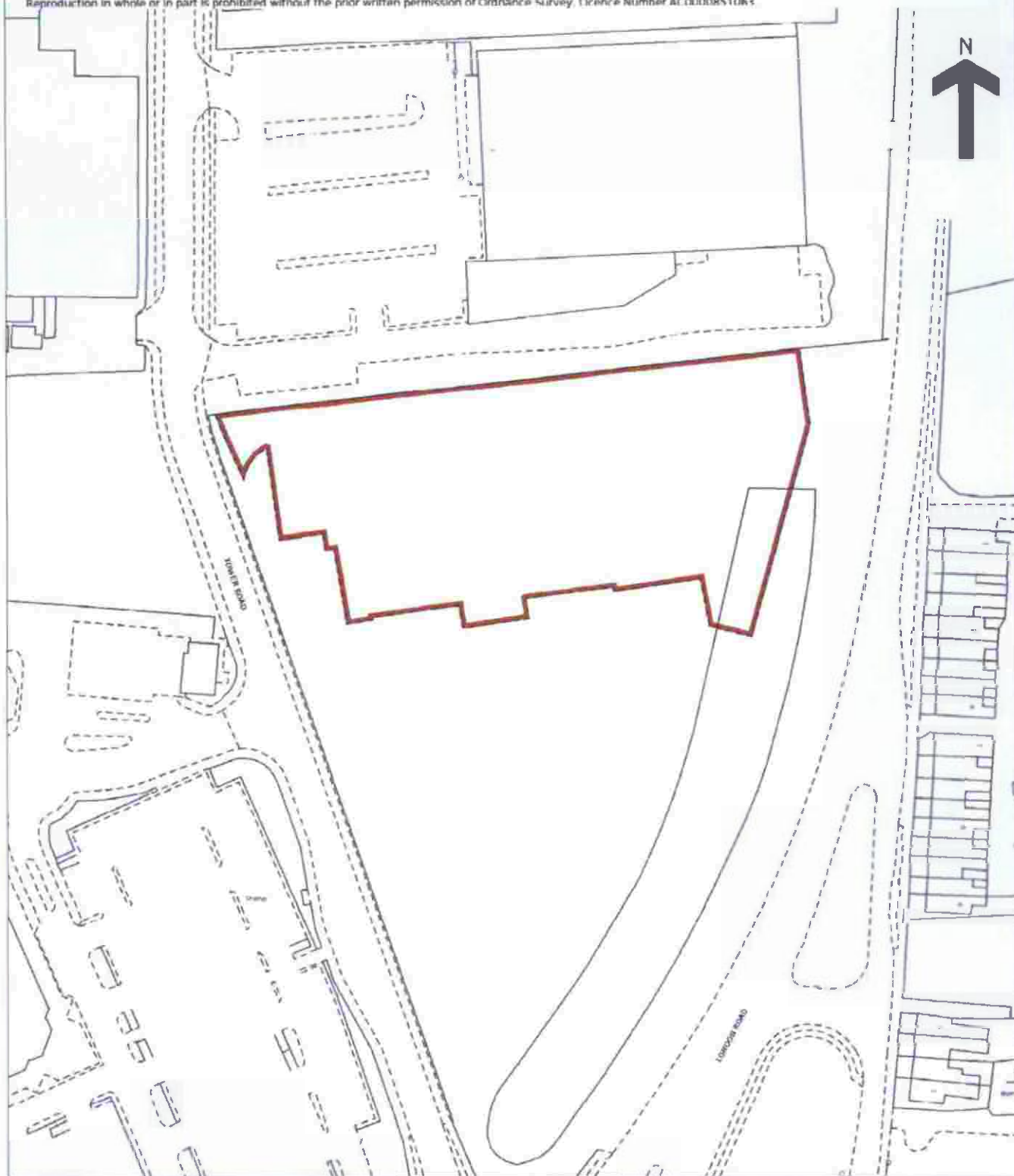
**SCHEDULE I
SITE PLAN**

HM Land Registry Official copy of title plan

Title number **SK252273**
Ordnance Survey map reference **TM5389SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Suffolk : East Suffolk**



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Initial
DP

DS
3C

Executed as a deed by
SAINSBURY'S SUPERMARKETS LTD
acting by its attorneys both in the presence of:

)
)
)

[Redacted Signature]

Signature of attorney for Sainsbury's
Supermarkets Ltd

David Pilbeam

Name of attorney for Sainsbury's
Supermarkets Ltd

Signature of witness [Redacted]

Name of witness Leanne Omeara

Address [Redacted]

DocuSigned by:

[Redacted Signature]

Signature of attorney for Sainsbury's
Supermarkets Ltd

Jamie Cowen

Name of attorney for Sainsbury's
Supermarkets Ltd

Signature of witness [Redacted]
DocuSigned by: [Redacted]
0DEB 108658D9455

Name of witness Richard Fogarty

Address [Redacted]

Certificate Of Completion

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 Subject: Complete with Docusign: Lowestoft - Ed Cratchley - Unilateral Undertaking
 Source Envelope:
 Document Pages: 7 Signatures: 4 Envelope Originator:
 Certificate Pages: 5 Initials: 2 Erin Crawley
 AutoNav: Enabled 78 Cannon Street
 EnvelopeId Stamping: Enabled London, London EC4N 6AF
 Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London erin.crawley@cms-cmno.com
IP Address: 167.98.2.0

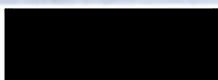
Record Tracking

Status: Original Holder: Erin Crawley Location: DocuSign
 1/20/2025 1:37:38 PM erin.crawley@cms-cmno.com

Signer Events

David Pilbeam
 david.pilbeam@sainsburys.co.uk
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 163.116.162.249

Timestamp

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 Signed: 1/22/2025 8:44:56 AM

Electronic Record and Signature Disclosure:
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 ID: b9453e3c-9d85-4809-ac99-634f5493821f

Jamie Cowen
 Jamie.cowen@sainsburys.co.uk
 Director of Estates & Investment
 SSL
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 163.116.162.249

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Electronic Record and Signature Disclosure:
 Accepted: 1/22/2025 9:33:31 AM
 ID: d36829ca-268c-47d0-aec7-8c03fc5b5a34

Caroline Stares
 caroline.stares@cms-cmno.com
 Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 152.37.104.154

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 Signed: 1/30/2025 3:56:35 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp
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<p>Leanne Omeara leanne.omeara@sainsburys.co.uk Draken Drive, Ansty Park, Coventry, CV7 9RD Pipeline Coordinator Draken Drive, Ansty Park, Coventry, CV2 3NP Witness for David Pilbeam (david.pilbeam@sainsburys.co.uk) Security Level:</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/22/2025 9:11:10 AM ID: b14d8828-b2d9-4944-92b8-86bac8643387</p>	 Signature Adoption: Pre-selected Style Using IP Address: 163.116.162.116	<p>Sent: 1/22/2025 8:44:57 AM Viewed: 1/22/2025 9:11:10 AM Signed: 1/22/2025 9:11:29 AM</p>
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<p>Richard Fogarty richard.fogarty@sainsburys.co.uk Estate Manager Sainsbury's Supermarkets Limited Surveyor 33 Holborn, London, EC1N 2HT Witness for Jamie Cowen (Jamie.cowen@sainsburys.co.uk) Security Level:</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/22/2025 9:41:49 AM ID: f382ba19-d90a-4186-bec3-5cc759bdb42c</p>	 Signature Adoption: Pre-selected Style Using IP Address: 163.116.162.244	<p>Sent: 1/22/2025 9:33:51 AM Viewed: 1/22/2025 9:41:49 AM Signed: 1/22/2025 9:42:20 AM</p>
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/22/2025 9:59:29 AM
Signing Complete	Security Checked	1/30/2025 3:56:35 PM
Completed	Security Checked	1/30/2025 3:56:35 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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