

DATED 10th of September

2026

JONATHAN ALAN HILLS AND TRACY ANGELA HILLS AS
TRUSTEES OF THE HILLS GROUP FUND 2 (1)

TESCO STORES LIMITED (2)

TENDRING DISTRICT COUNCIL (3)

DEED OF RELEASE PURSUANT TO SECTIONS 106 AND 106A
OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS
AMENDED)

relating to a unilateral undertaking in respect of land at Michael
Wright Way, Great Bentley, Essex (24/00486/FUL and Appeal
reference APP/P1560/W/25/3369845)

THIS DEED is dated the 10th day of September Two Thousand and Twenty Six

PARTIES:

- (1) **JONATHAN ALAN HILLS** of Grange Farm, Heckfords Road, Great Bentley, Colchester, CO7 8RR as **Trustee of the Hills Group Fund 2** and **TRACY ANGELA HILLS** of Grange Farm, Heckfords Road, Great Bentley, Colchester, CO7 8RR as **Trustee of the Hills Group Fund 2 ("the Owner")**;
- (2) **TESCO STORES LIMITED** (company number 00519500) whose registered office is Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA ("**Tesco**"); and
- (3) **TENDRING DISTRICT COUNCIL** of Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE ("**the Council**")

WHEREAS

- A. For the purposes of the Act, the Council is the local planning authority for the area within which the Site is located and the authority by whom the obligations in this Deed are enforceable.
- B. The Owner owns the Site that is registered at HM Land Registry with Freehold Title Absolute under title number AA45128 and has an interest in the Site within the meaning of Section 106(9)(b) of the Town and Country Planning Act 1990 (as amended) (the "**Act**") and free from any encumbrances that would prevent the Owner from entering into this Deed.
- C. Tesco has an interest in the Site by virtue of an agreement for lease dated 27 February 2024 (as varied by a supplemental agreement dated 17 March 2025 and a supplemental agreement dated 22 July 2025 between the Owner (1) and Tesco (2)) and is also the current occupier of the Existing Unit.
- D. A unilateral undertaking pursuant to Section 106 of the Act was given to the Council by the Owner and Tesco in respect of a Planning Application (with reference 24/00486/FUL and appeal reference APP/P1560/W/25/3369845) for the construction of a new mixed-use building at the Site dated 22 July 2025 (the "**Original Undertaking**").
- E. The Planning Application was refused by the Council on 17 April 2025 but subsequently granted on appeal under reference APP/P1560/W/25/3369845 on 12 December 2025 and in doing so the Inspector at paragraph 24 of their decision letter

stated 'A UU has been submitted that seeks to ensure the existing retail convenience store within GBVC, that is currently operated as a Tesco Express, remains operational under the name of One Stop. The Council has identified numerous concerns regarding the ability of the UU to be effective. However, I have found that the existing store and GBVC are not protected under planning policy from a retail impact perspective, and the proposal does not seek permission for the direct loss of the existing store. Furthermore, it is not the planning system's remit to stifle commercial competition. I therefore find that there is insufficient justification for the imposition of the UU in this instance and it is therefore unnecessary to make the proposal acceptable in planning terms. I therefore do not need to consider its contents further. [...]'

- F. In light of the Inspector's decision in particular that the obligations in the Original Undertaking are unnecessary to make the proposed Development acceptable in planning terms, the Council has agreed with the Owner and Tesco to release and discharge the Original Undertaking and in doing so release the Owner and Tesco from all covenants, restrictions, obligations or stipulations of whatever kind specified within the Original Undertaking.

NOW THIS DEED WITNESSES AS FOLLOWS

1. DEFINITIONS

In this Deed, unless otherwise defined, words and expressions shall have the same meaning assigned to them as in the Original Undertaking. and the following definitions shall be added:

"Original Undertaking"

The unilateral undertaking pursuant to Section 106 of the Act given to the Council by the Owner and Tesco in respect of a planning application (with reference 24/00486/FUL) for the construction of a new mixed-use building at the Site dated 22 July 2025

2. CONSTRUCTION OF THIS DEED

- 2.1 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.

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 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.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.

3. LEGAL BASIS

This Deed is made pursuant to sections 106 and 106A of the Act and all other enabling powers.

4. OPERATIVE DATE

This Deed shall take effect on the date hereof.

5. RELEASE

- 5.1 The Council hereby discharges the Original Undertaking and releases the Owner and Tesco and their respective successors and assigns in title and the Site from all of the obligations contained in or arising under the Original Undertaking (including all obligations contained in the Schedule thereto).
- 5.2 The Parties hereby agree that the Original Undertaking ceases to bind the Site from the date of this Deed and that the Owner and Tesco and their successors in title shall no longer be bound by any of the provisions in the Original Undertaking which shall cease to be of effect.

6. LAND CHARGES

- 6.1 The Council will register this Deed as a local land charge as soon as reasonably practicable and within 20 Working Days of the date of this Deed.

- 6.2 The Council will, as soon as reasonably practicable and within 20 Working Days of the date of this Deed, arrange the cancellation of all entries made in the register of local land charges in respect of the Original Undertaking and provide the Owner and Tesco with evidence of such cancellation.

7. **COUNCIL'S COSTS**

The Council acknowledges receipt of its reasonable and proper legal costs incurred in connection with the negotiation and completion of this Deed which shall be payable on the completion of this Deed.

8. **NO FETTER OF DISCRETION**

Nothing in this Deed fetters or restricts the Council's statutory rights, powers, discretions and responsibilities.

9. **GOVERNING LAW AND JURISDICTION**

- 9.1 This Deed 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.

- 9.2 The Courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
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