

Dated

26.02

2025

(1) Trustees of the Ingram Family Pension Trust

and

(2) Brockley Wood Ventures Ltd

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING

UNDER THE TOWN AND COUNTRY PLANNING ACT 1990

SECTION 106

relating to land east of

A12 Belstead

Suffolk

THIS deed is dated

26.02

2025

Parties

(1) **JANET INGRAM, ANDREW ROBERT INGRAM, GARY TERENCE INGRAM and MICHAEL TERENCE INGRAM** as The Trustees of the Ingram Family Pension Trust of Seabridge SSAS Trustees Limited of Churchgates 16-18 Langton Place Bury St. Edmunds Suffolk IP33 1NE ("the Owners")

and

(2) **BROCKLEY WOOD VENTURES LTD** (company registration number 12231501) whose registered office is at Copdock Enterprise Park Old London Road Copdock Suffolk IP8 3JW ("the Applicant")

in favour of **SUFFOLK COUNTY COUNCIL** of Council Offices Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("the Council").

WHEREAS:-

- 1.1 The Council is the local planning authority for the purposes of the 1990 Act for the County of Suffolk within which the Application Site is located.
- 1.2 The Owners are the proprietors of the freehold title of the Application Site which comprises part of the land registered at the Land Registry with title absolute under Title Number SK376599.
- 1.3 Planning Application reference SCC/0105/22B for planning permission to develop the Application Site for extraction, processing and sale of sand and gravel, and processing of inert waste materials with ancillary plant, related sales and distribution, associated access works, phased restoration using inert recovered materials and aftercare plan has been submitted to the Council by the Applicant and awaits determination.

- 1.4 The Applicant intends to develop the Application Site pursuant to the planning permission granted further to application reference SCC/0105/22B and has entered into an agreement for lease with the Owners completion of which is conditional on Planning Permission being granted.
- 1.5 The Owners and Applicant previously entered into a unilateral undertaking dated 13 March 2024 in respect of the Planning Application and the provision of a woodland management site that is intended to remain in full force and effect.
- 1.6 The Owners and the Applicant enter into this unilateral undertaking to mitigate the effect of off-site HGV movements on roads identified in clause 2.6 of this deed.

NOW THIS DEED WITNESSES as follows:-

2. DEFINITIONS

In this Deed the following terms shall have the following meanings:

- 2.1 **“the 1990 Act”** means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004
- 2.2 **“the 1999 Act”** means the Contracts (Rights of Third Parties) Act 1999
- 2.3 **“the Application Site”** means the land adjoining the A12 at Belstead and Bentley, Suffolk and shown edged red on the Application Plan.
- 2.4 **“the Application Plan”** means the plan marked “A” annexed hereto.
- 2.5 **“the BCIS Index”** means the Building Cost Information Service Index published from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Parties.

- 2.6 **"the Contribution"** means a contribution towards the Costs to a maximum sum of Twenty thousand pounds (£20,000) subject to clause 4.3 of this undertaking.
- 2.7 **"the Costs"** means the reasonable and proper costs and expenses incurred in relation to providing traffic regulation orders, direction signs and/or other traffic management measures required in relation to the control and management of HGV movements in and around Bentley Hall Road and Church Road Bentley, Suffolk.
- 2.8 **"Development"** means the development as described in the Planning Application and permitted by the Planning Permission.
- 2.9 **"Monitoring Fee"** means the sum of £519.00 paid by the Owners to the Council towards the costs of monitoring compliance with the terms of this undertaking
- 2.10 **"Planning Application"** means the planning applications (including plans statements and appraisals in support thereof) submitted to the Council (and to which the Council has given reference number SCC/0105/22B).
- 2.11 **"Planning Permission"** means a planning permission (with or without conditions) granted in accordance with the Planning Application by the Council or on an appeal to the Planning Inspectorate.
- 2.12 Words importing the masculine include the feminine and vice versa
- 2.13 Words importing the singular include the plural and vice versa
- 2.14 Words importing persons include companies and corporations and vice versa
- 2.15 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.

- 2.16 References to any party to this unilateral undertaking 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 and the successors to its functions as the local planning authority.

3. INTERPRETATION AND LEGAL EFFECT

- 3.1 The covenants in this unilateral undertaking are planning obligations for the purpose of Section 106 of the 1990 Act in respect of which:

- 3.1.1 the Owners are the owners of the freehold title to the Application Site free from any third-party interests and encumbrances;
- 3.1.2 the Applicants are contracted to the Owners for the purpose of implementing the Planning Permission and undertaking the Development within the Application Site;
- 3.1.3 the Council is the local planning authority entitled to enforce the provisions of this unilateral undertaking and the covenants contained herein shall be so enforceable;
- 3.1.5 this unilateral undertaking has been executed as a Deed and shall be registerable by the Council as a local land charge in accordance with Section 106(11) of the 1990 Act.

- 3.2 This unilateral undertaking is made pursuant to Section 106 of the 1990 Act.

- 3.3 Nothing in the unilateral undertaking:

- 3.3.1 is or amounts to or shall be construed as the Planning Permission or a consent or approval under the 1990 Act;
- 3.3.2 constitutes an obligation to grant the Planning Permission or a consent or approval under the 1990 Act;

- 3.3.3 fetters or restrict the exercise by the Council of any of its powers;
- 3.3.4 grants planning permission or other approval consent or permission required from the Council in the exercise of any other statutory function.
- 3.4 This unilateral undertaking has immediate effect upon the grant of Planning Permission and later of (i) the subsequent expiry of the relevant period for judicial review of the grant of Planning Permission or (ii) the dismissal of a judicial review claim.
- 3.5 No person shall be liable for a breach of a covenant in this unilateral undertaking unless he holds an interest in the Application Site or held such an interest at the date of the breach.

4 THE OWNERS' COVENANTS

- 4.1 The Owners **HEREBY COVENANT** within seven days of receipt of a written request for payment of the Contribution from the Council, and after the date calculated in accordance with clause 3.4 to pay the Contribution to the Council PROVIDED THAT the request:

4.1.1 is received within five years from the date of the grant of Planning Permission; and

4.1.2 relates to traffic management measures that have been duly approved or authorised by the Council within the five year period referred to in clause

4.1.1,

- 4.2 If the Owners fails to pay the Contribution in accordance with clause 4.1 by the due date, then the Owners shall pay interest on the Contribution from the due date until payment of the Contribution. Interest under this clause will accrue each day at 4% a

year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

4.3 The Contribution figure shall be increased by an amount equivalent to the increase in the BCIS Index and (unless the context reads otherwise) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

- i. A is the sum payable under this Deed;
- ii. B is the original sum calculated as the sum payable;
- iii. C is the BCIS Index for the month 2 months before the date on which the sum is payable;
- iv. D is the BCIS Index for the month 2 months before the date of this Deed; and
- v. C/D is greater than 1

4.4 The Monitoring Fee shall be paid to the Council by the Owners no later than seven days from the date calculated in accordance with clause 3.4

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

5.1 The Owners acknowledge that only the Council shall be entitled to enforce the provisions of this unilateral undertaking and it is not intended that any other third party should have the right to enforce a provision of this unilateral undertaking.

6. NOTICES

6.1 A notice to be given under or in connection with this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first-class post or other next working day delivery service.

6.2 Any notice to be given under this deed must be sent to the relevant party as follows:

- (a) to the Council at: Council Offices Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX marked for the attention of the Executive Director of Growth Highways and Infrastructure;
 - (b) to the Owners at: Copdock Enterprise Park Old London Road Copdock Ipswich Suffolk IP8 3JW marked for the attention of Andrew Ingram;
 - (c) to the Applicant at: Copdock Enterprise Park Old London Road Copdock Ipswich Suffolk IP8 3JW marked for the attention of Margaret Carter;
- or as otherwise specified by the relevant person by notice in writing to each other person.

6.3 Any notice given in accordance with clause 6.1 and clause 6.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that, if delivery occurs:
 - (i) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; or
 - (ii) after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

6.4 A notice given under this deed is not validly given if sent by email or by fax.

6.5 Clauses 6.1 to 6.4 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

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

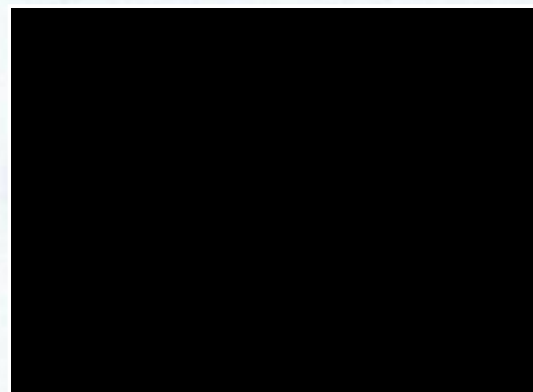
SIGNED as a Deed by **JANET INGRAM**

in the presence of:

Witness sign:

Witness name:

Witness address:



SIGNED as a Deed by **ANDREW**

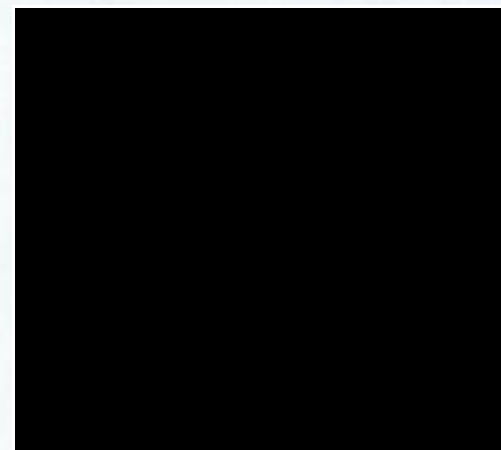
ROBERT INGRAM

In the presence of

Witness sign:

Witness name:

Witness address:



SIGNED as a Deed by **GARY**

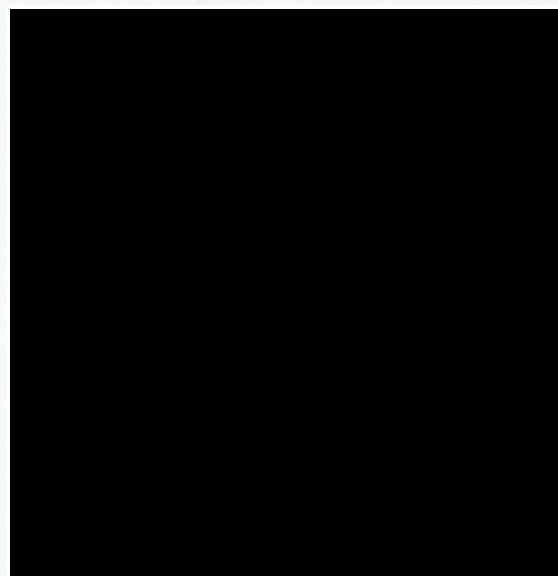
TERENCE INGRAM

In the presence of:

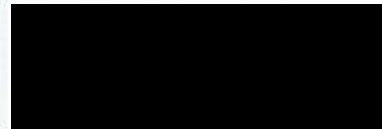
Witness sign:

Witness name:

Witness address:



SIGNED as a Deed by **MICHAEL
TERENCE INGRAM**



in the presence of:

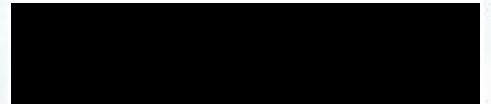
Witness sign:

Witness name:

Witness address:



EXECUTED as a deed **BY
BROCKLEY WOOD VENTURES
LTD** acting by a director in the
presence of:

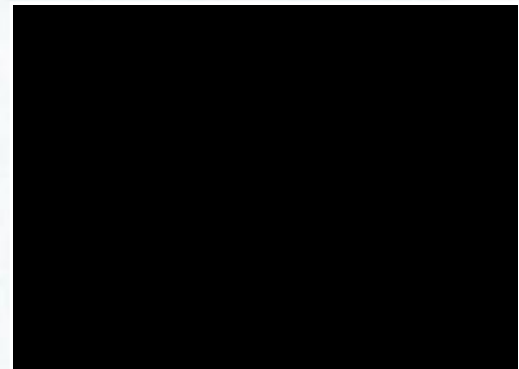


ANDREW ROBERT INGRAM - Director

Witness sign:

Witness name:

Witness address:

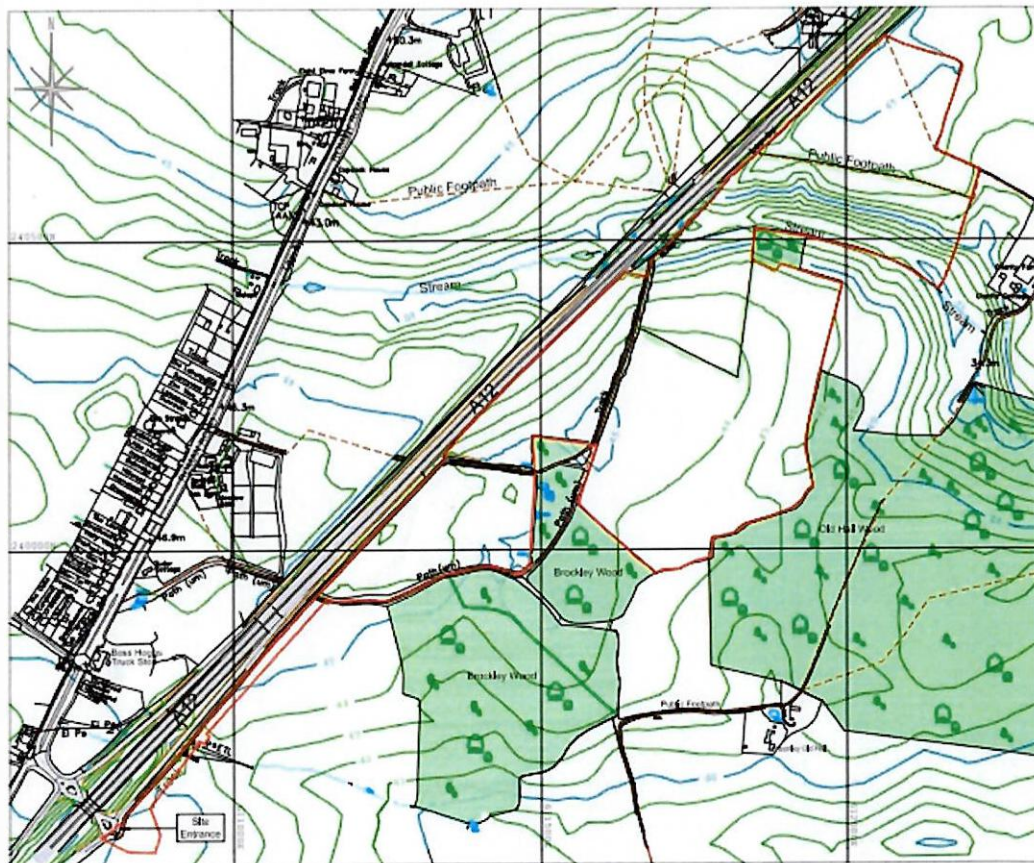


UNILATERAL UNDERTAKING

relating to land East Of A12 Belstead Suffolk

Plan A

Application Site



PLAN A