

**Unilateral Undertaking pursuant to Section 106 of
the Town and Country Planning Act 1990**
relating to Land at London Road, Beccles, Suffolk,
NR34 9YU

Dated: 23 April

2026

LNT CARE DEVELOPMENTS (4) LIMITED (1)

UNDERTAKES TO

SUFFOLK COUNTY COUNCIL (2)

Ref DC/25/3495/FUL

DATE 23 April

2026

- (1) **LNT CARE DEVELOPMENTS (4) LIMITED** (Company Registered Number 12658809) of Helios 47, Isabella Road, Garforth, Leeds, West Yorkshire, United Kingdom, LS25 2DY (“the Developer”)

UNDERTAKES TO:

- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, IP1 2BX (“the County Council”)

INTRODUCTION

1. The County Council is local highway authority for the area in which the Site is situated and by whom the obligations to it in this Deed are enforceable.
2. The Developer submitted the Application to East Suffolk Council which was validated on 2 October 2025 and allocated reference number DC/25/3495/FUL.
3. The Developer has an interest in part of the freehold of the Site registered under title number SK219539 from the owner of the land via a sale agreement dated 20 August 2025.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

“Act”	the Town and Country Planning Act 1990 as amended;
“Application”	the application for outline planning permission validated by East Suffolk Council on 2 October 2025 for the Development and allocated reference number DC/25/3495/FUL;
“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, site clearance, erection of any temporary means of enclosure, the temporary

display of site notices or advertisements and "Commence Development" shall be construed accordingly;

"Development"

shall mean the erection of a two-storey, 66-bed care home for the elderly with associated access, parking, landscaping, and ancillary buildings, following the demolition of existing garages and associated structures

"Interest"

interest at four per cent above the base lending rate of the Bank of England from time to time;

"Plan"

the plan labelled "Site Plan" attached to this Deed;

"Planning Permission"

the outline planning permission subject to conditions to be granted by East Suffolk Council pursuant to the Application together with any amended or varied version of that planning permission pursuant to Sections 73 or 96A of the Act;

"Site"

the land shown edged red on Plan 1 for identification purposes only;

"Travel Plan Monitoring Fee"

means the sum of £6,000 (Six Thousand Pounds) Index Linked payable in accordance with the First Schedule towards monitoring compliance with the travel plan related requirements for the Development; and

"Working Days"

Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause or paragraph of 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 interchangeable 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 severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive 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 Directive or deriving validity from it.
- 2.6 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party (other than as provided for in this Deed).
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Any notices required to be given under the terms of this Deed may (in addition to any other valid method of service) be given or served by sending the same by recorded delivery post addressed to the party as set out below:
- (i) County Council: as given in this Deed;
 - (ii) Developer: as given in this Deed.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Developer under this Deed create planning obligations pursuant to section 106 of the Act
- 3.3 Insofar as any of the covenants contained in this Deed are not planning obligations within section 106 of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.4 The covenants, restrictions and requirements contained in this Deed shall only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the Act.

4. CONDITIONALITY

- 4.1 This Deed takes effect from the date hereof.

5. THE DEVELOPER COVENANTS

- 5.1 The Developer hereby covenants with the County Council as set out in the First Schedule.
- 5.2 The Developer covenants to pay the County Council's legal fees prior to completion of this Deed.
- 5.3 The Developer covenants to pay the County Council's fees in connection with monitoring compliance with this Deed in the sum of £577 (five hundred and seventy-seven pounds) on or prior to completion of this Deed.

6. MISCELLANEOUS

6.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

6.2 This Deed shall be sent to East Suffolk Council to be registered as a local land charge.

6.3 Insofar as any clause or paragraph of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

6.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

6.5 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

6.6 Unless otherwise agreed between the Parties if a Section 73 Consent is granted by East Suffolk Council (or the Secretary of State) in relation to the Development, then with effect from the date that each such Section 73 Consent is granted

(a) the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent Section 73 Consents and the Site itself without any further acts by the Parties

b) the definitions of Development, Application and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the Act, the Section 73 Consent granted pursuant to any such application and the development permitted by such Section 73 Consent

PROVIDED THAT to the extent that any of the obligations in this Deed have already been discharged at the date that any Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent

7. WAIVER

No waiver (whether expressed or implied) by the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

8. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

9. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

10. DELIVERY

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

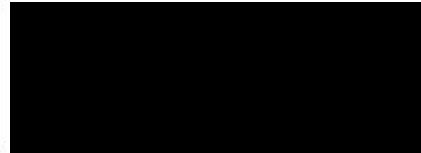
FIRST SCHEDULE
The Developer Covenants with the County Council

1. TRAVEL PLAN MONITORING FEE

The Developer covenants with the County Council to pay to the County Council the Travel Plan Monitoring Fee in full on the date of this Deed;

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

LNT Care Developments (4) Limited
Acting by a director - Tom MATHER
In the presence of

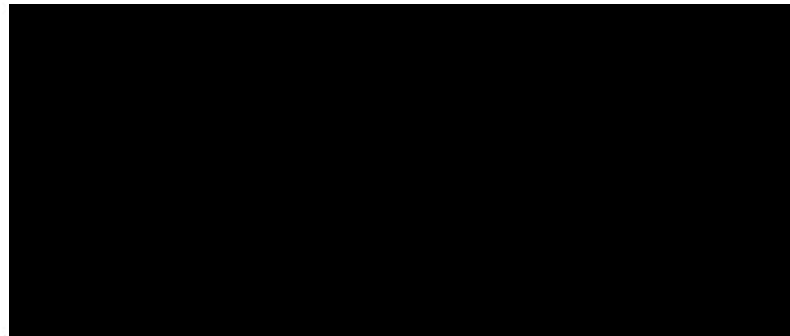


Signature

Witness Signature

Witness Name

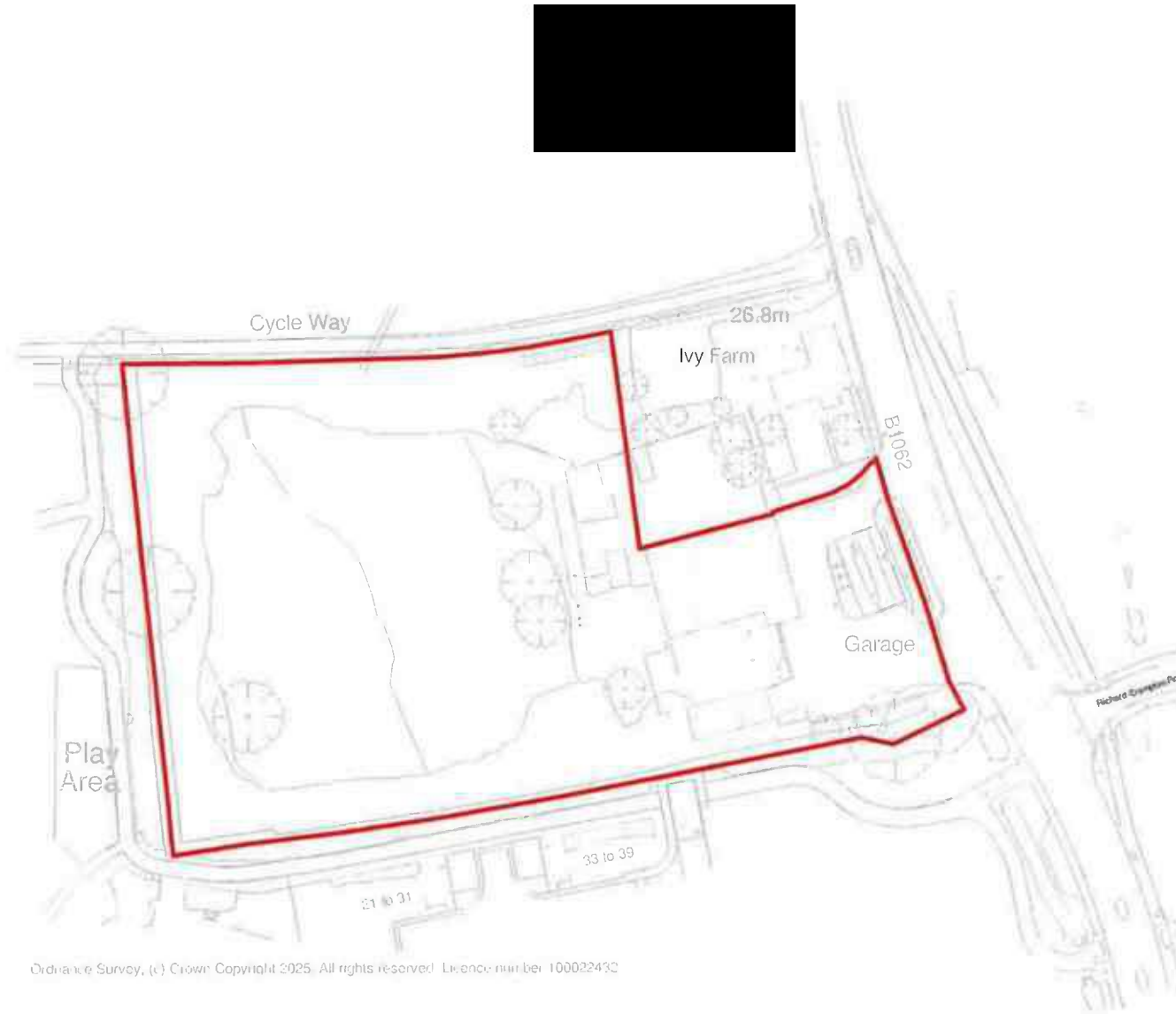
Witness Address



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REVISIONS

A	PRELIMINARY DRAWING ISSUE	VF	06/08/25
B	BLUE LINE OMITTED	VF	11/08/25
C	PLANNING RED LINE AMENDED	VF	13/08/25



NORTH



LNT Construction

Unit 2, Helios 47, Isabella Road, Garforth, Leeds, LS25 2DY
Tel: 0113 385 3850

PROJECT
BECCLES, MONTROSE
NR34 9YU

TITLE
LOCATION PLAN

SCALE
1 : 1250 @ A4

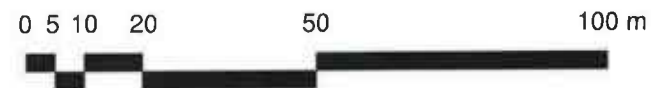
DATE
06/08/2025

DWG NUMBER	DRAWN	REVIEWED
NR34 9YU - A-01	VF	L-JL

STATUS	REVISION
FOR PLANNING APPROVAL	C

LOCATION PLAN

1 : 1250



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