

2025

UNILATERAL UNDERTAKING

GIVEN BY

Kathryn Elizabeth Ashby and Donald Roberts Ashby

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

IN RESPECT OF

8 Druid Stoke Avenue Bristol BS9 1DD

THIS DEED is made on the

2025

BY Kathryn Elizabeth Ashby and Donald Roberts Ashby (“the Owner”)

WHEREAS

- (1) The Owner is the registered proprietor at HM Land Registry under title number BL157108 of the Land
- (2) The Council is the Local Planning Authority for the purposes of the Act for the City of Bristol within which the Land is situated
- (3) The Owner has by the Application applied to the Planning Inspectorate for permission to develop the Land
- (4) The Owner has determined to enter into a unilateral planning obligation by way of this Deed as hereinafter set out with the intent that the covenants by the Owner contained in Schedule 2 hereto shall be planning obligations for the purposes of Section 106 of the Act

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation

In this Deed:

- 1.1. “the Act” means the Town and Country Planning Act 1990 (as amended)
- 1.2. “the Application” means a written application registered on the 4th November 2024 and numbered S62A/2024/0072 applying to the Planning Inspectorate for planning permission in respect of the Land
- 1.3. “Applicants” means Kathryn Elizabeth Ashby and Donald Roberts Ashby
- 1.4. “Commencement of the Development” means the carrying out of a material operation as defined in Section 56(4) of the Act in relation to the Development
- 1.5. “the Council” means the City Council of Bristol and its successors in title as the Local Planning Authority for the City of Bristol
- 1.6. “the Development” means such development as may be authorised by the Planning Permission
- 1.7. “the Land” means the land described in the First Schedule hereto

- 1.8. "Occupation" means the occupation of the self-build dwelling by the Applicants as their principle residence.
- 1.9. "the Planning Obligations" means the covenants by the Owner contained in the Second Schedule hereto
- 1.10. "the Planning Permission" means a planning permission granted (whether by the Council or otherwise) in respect of the application
- 1.11. "Self –Build Act" means Self-build and Custom Housebuilding Act 2015 as amended by the Housing and Planning Act 2016
- 1.12. "Self-Build" has the meaning as provided by Sec 1 of the Self –Build Act
- 1.13. Words importing one gender shall be construed as importing any other gender
- 1.14. Words importing the singular shall be construed as importing the plural and vice versa
- 1.15. The clause and paragraph headings in the body of this Deed and in the Schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation
- 1.16. This Undertaking will be registered as a Local Land Charge and is entered into pursuant to Section 106 of the Act

2. The Planning Obligations

- 2.1. The Planning Obligations are planning obligations for the purposes of Section 106 of the Act
- 2.2. The Council is the Local Planning Authority by whom the Planning Obligations are enforceable
- 2.3. Any person deriving title from the Owner shall not be bound by the Planning Obligations during any period in which he no longer has an interest in any part of the land

3. Liability

- 3.1. No person shall be liable for a breach of covenant contained in this Deed after he shall have parted with his entire interest in the Land but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

4. Council's Legal Costs

- 4.1. The Owner shall pay to the Council upon the date hereof its reasonable legal costs incurred in connection with the assessment of this Deed and its registration as a Local Land Charge

5. Monitoring Fee

- 5.1. The Owner covenants that upon receipt of a notice in writing from the Council the owner shall pay to the Council the sum of £ *{insert figure}* (*{insert sum in words}*) as a contribution towards the Council's costs of monitoring the implementation of this Deed PROVIDED THAT if a CIL payment becomes payable upon Commencement of the Development the Monitoring Fee shall be £nil

6. Calculation of Indexation

- 6.1. All Contributions will be subject to indexation based on increases in the Index
- 6.2. Indexation shall be calculated using the following formula:

$$C = \text{£}Y \times (B / A)$$

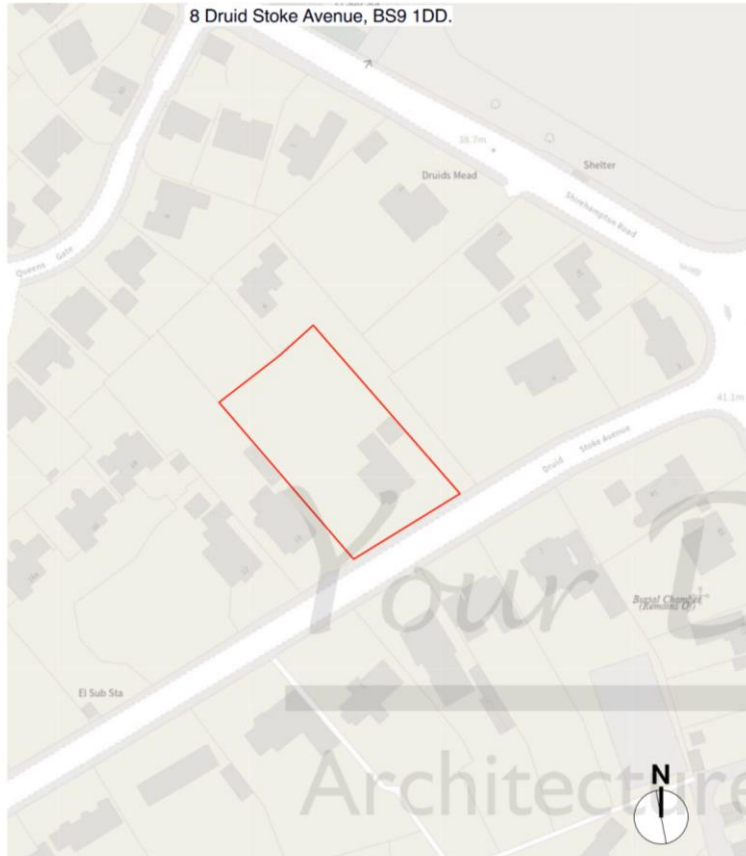
Where:

- A is the value of the Index for January 2013 in respect of Contributions relating to Tree Planting and Fire Hydrants but is the value of the Index for the month immediately preceding the date of this Deed in respect of all other Contributions
- B is the value of the Index for the month immediately preceding payment of a Contribution pursuant to the provisions of this Deed
- £Y is the Contribution
- C is the level of the Contribution after the application of the Indexation formula

THE FIRST SCHEDULE

The Land

Land at 8 Druid Stoke Avenue Bristol BS9 1DD in the City of Bristol shown for the purposes of identification only edged red on the plan attached hereto.



THE SECOND SCHEDULE

Covenants by the Owner – the Planning Obligations

- 1 The Property shall be constructed as a Self Build Dwelling, pursuant to the Self Build and Custom Housing Building Act 2015 as amended by the Housing and Planning Act 2016.
- 2 The first Occupation of the Self Build Dwelling shall be by the Applicants, who intend to reside in the Self Build Dwelling for at least 3 years from the date of Occupation, as their sole or main residence.
- 3 Within 1 month of Occupation, the Applicants shall notify the Legal Services Manager at the Council of the date that they took up Occupation of the Self Build Dwelling.

IN WITNESS whereof this instrument has been executed as a Deed by the Owner the day and year first before written

EXECUTED as a Deed by

Kathryn Elizabeth Ashby
In the presence of

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Witness Signature

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Witness Name

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Witness address

EXECUTED as a Deed by

Donald Roberts Ashby
In the presence of

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Witness Signature

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Witness Name

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Witness address