

(1) EASTMAN DEVELOPMENTS LIMITED

in favour of:

(2) Bristol City Council

UNILATERAL UNDERTAKING

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

IN RESPECT OF

*Land to Rear of 9 Priory Road, Clifton,  
Bristol BS8 1TU*

**THIS DEED** is made on the .....

**GIVEN BY**

- (1) **EASTMAN DEVELOPMENTS LIMITED** (Co. Reg. No. 01677264) whose registered office is situated at Bishopbrook House, Cathedral Avenue, Wells, Somerset, BA5 1FD (“the Owner”)

**TO:**

- (2) **BRISTOL CITY COUNCIL** of City Hall, College Green, Bristol BS1 5TR (the Council).

**BACKGROUND**

- A) The Council is the local planning authority for the area in which the Site is situated and by whom this obligation is enforceable.
- B) The Owner is the registered proprietor at HM Land Registry under title number AV238538 of the Land.
- C) On 28 April 2025, Eastman Developments Ltd submitted a planning application to the Secretary of State for determination pursuant to section 62A of the Act.
- D) Eastman Developments Ltd has agreed to enter into a unilateral planning obligation in favour of the Council in order to secure the planning obligations contained in this undertaking in contemplation that the Secretary of State may grant the Planning Permission.

**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” the application submitted to the Secretary of State for the Development given reference number .....
- 1.3. “Commencement of the Development” means the carrying out of a material operation as defined in Section 54(6) of the Act in relation to the Development
- 1.4. “the Contributions” means the financial payments due under the Second Schedule hereto

- 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 Index” means the indices based on the Retail Prices Index – all items compiled and published by the Office for National Statistics
- 1.8. “the Land” means the land described in the First Schedule hereto
- 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. Words importing one gender shall be construed as importing any other gender
- 1.12. Words importing the singular shall be construed as importing the plural and vice versa
- 1.13. 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
- 1.14. 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. Save for this clause 2.1 (which takes effect on the date of this Unilateral Undertaking), this Undertaking is conditional upon the grant of the Permission.
- 2.2. The Owner shall:
  - 2.2.1. pay the obligation to the Council prior to Commencement of Development;
  - 2.2.2. not Commence Development until the obligation has been paid to the Council.

## **3. MISCELLANEOUS**

- 3.1 A party shall cease to have any obligation or liability under the terms of this Undertaking in relation to the Site or any part thereof once it shall have parted with all its interest in the Site or that part to which the obligation or liability relates but

without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

- 3.2 This Undertaking shall not be enforceable against mortgagees or chargees with a charge over the Site from time to time unless and until such mortgagee or chargee becomes a mortgagee or chargee in possession pursuant to the terms of the mortgage or charge.

#### **4. CALCULATION OF INDEXATION**

- 4.1 All Contributions will be subject to indexation based on increases in the Index

- 4.2 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 To the Rear Of 9 Priory Road, Clifton, in the City of Bristol shown for the purposes of identification only edged red on the plan attached hereto at Annex A

#### **THE SECOND SCHEDULE**

##### **Covenants by the Owner – the Planning Obligations**

##### **1. Contribution to Tree Planting**

*The Owner hereby covenants with the Council that the Owner will pay to the Council upon Commencement of the Development the sum of £765.21 (SEVEN HUNDRED AND SIXTY FIVE POUNDS AND TWENTY ONE PENCE) plus indexation for*

*expenditure on the provision and maintenance of Tree Planting either on-street or in public open space as the Council shall determine with a one mile radius of the Land*

**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

*Eastman Developments Limited, acting by a director*

**In the presence of**

Witness Signature

Witness Name

Witness address

## **ANNEX A**

### **PLAN**