

[INSERT DATE]

## UNILATERAL UNDERTAKING

GIVEN BY

**Imperial Developments (Bristol) Ltd**

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

IN RESPECT OF

**15 Sterncourt Road Bristol BS16 1LB**

**THIS DEED** is made on the **[insert date]**

**BY**

- (1) **Imperial Developments (Bristol) Ltd** ("the Owner")

**WHEREAS**

- (1) The Owner is the registered proprietor at HM Land Registry under title number *BL37119* and free from incumbrances
- (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 Council 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 **[insert date]** and numbered **[insert application number]** applying to the Council for planning permission in respect of the Land
- 1.3. "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
- 1.4. "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. 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 **£69.30 (SIXTY-NINE POUNDS AND THIRTY PENCE)** 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 **15 Sterncourt Road Bristol BS15 1LB** 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. 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 **£7,576.68 (SEVEN THOUSAND, FIVE HUNDRED, AND SEVENTY-SIX POUNDS AND**

**SIXTY-EIGHT PENCE) 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**

DRAFT

**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 the **OWNER**

Imperial Developments (Bristol) Ltd

*{Owners signature}*

**In the presence of**

Witness Signature

Witness Name

Witness address

DRAFT