


**THIS UNILATERAL UNDERTAKING** is given the  
(Return this copy to Harrogate Borough Council)

THIS UNILATERAL UNDERTAKING is given the	Date	Month	Year
	21	August	2017
Person signing must insert date			

BY	Name of person signing
CHRISTOPHER HUGH GREENS17	

Please supply your contact address. A c/o address is unacceptable.

of	Address of person signing
	

22 AUG 2017  
RECEIVED

(hereinafter called "the Owner") **TO THE COUNCIL OF THE BOROUGH OF HARROGATE**

(hereinafter called "the Council") **W H E R E A S**

- (1) The Owner holds an interest as described in the First Schedule hereto in the Land described in the Second Schedule hereto (hereinafter called "the Land")
- (2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 as amended for the District in which the land is situated
- (3) By a Planning Application (Reference Number 6.31.222.I.FULMAJ) ("the Planning Application") the Owner has applied to the Council for permission to carry out residential development ("the Development")
- (4) The Owner is willing to enter into this Unilateral Undertaking to the Council to make provisions for regulating the development and securing the matters hereinafter referred to
- (5) "Planning obligation" shall have the meaning assigned to it in Section 106 of the 1990 Act

**NOW THIS DEED WITNESSETH:**

1. **THIS** Deed is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and every other power thereunto enabling
2. **THIS** Deed is a local land charge and shall be registered as such
3. **THIS Deed is conditional and shall only take effect upon the grant of Planning Permission pursuant to the Planning Application**
4. **THE** Owner for himself/itself and his/its successors in title to the Land as a Planning Obligation hereby covenants as follows
  - 4.1 **NOT** later than 2 months after the date of this Deed or 2 weeks after the issue of the planning permission (whichever occurs later) the Owner shall pay to the Council the sum of £85.00 as a contribution to the Council's costs in the preparation and execution of this Agreement
  - 4.2 **PRIOR** to the commencement of the Development the Owner shall pay to the Council the total sum of £ **39,676.66** to be applied by the Council for the purposes of the creation of new or upgrading of existing of public open space within the meaning of Policy C1 of the Harrogate District Core Strategy ("the Developer Contribution")
  - 4.3 **THE** Owner will not commence the Development within the meaning of Section 56(4) of the Town and Country Planning Act 1990 until the payment referred to in clause 4.2 above has been made and acknowledged in writing by the Council
  - 4.4 The Owner accepts that the Council is entitled to allocate the Developer Contribution to any site complying with the criteria of Policy C1 of the Harrogate District Core Strategy
  - 4.5 In the event that the sum detailed in clause 4.2 above (or any part thereof) shall not have been expended within the period of 10 years from the date of payment the Council shall repay the money (or any part thereof remaining) to the payer

**IN WITNESS** whereof the Owner has executed this Deed the day and year first before written

## THE FIRST SCHEDULE

### The Owner's Interest

*(Signify Interest in the Land – Guidance Note 4 and 5.)* Tick one box only.

- ☒ A freehold interest in the Land
- ☐ A leasehold interest in the Land
- ☐ An equitable interest in the Land pursuant to a written and legally enforceable option agreement or conditional contract to purchase the Land *(ie you have exchanged contracts to purchase this property. If you are a prospective purchaser but you have not exchanged contracts then you do not have an interest in the land enabling you to sign this document – please contact Mark Williams on 01423 500600 Extn 58046)*
- ☐ Specify any other interest in the Land not falling in 1 to 3 above;

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### THE SECOND SCHEDULE above referred to

#### The Land

**ALL THAT** land and premises situate and known as

Land At Former Ripon Auction Mart North Road Ripon North Yorkshire HG4 1JP

in the County of North Yorkshire and is shown for the purpose of identification only on the plan annexed hereto ("the plan") and thereon edged red

[Clause 1]

(Companies sealing the document – Guidance Note 7 and 8)

THE COMMON SEAL of	
[Redacted] affixed in the presence of	
Director [Redacted]	Secretary [Redacted]
Witness (1) [Redacted]	Witness (2) [Redacted]
Print name PAUL NEASHAM	Print name KATHRYN MARGARET NEASHAM
Address [Redacted]	Address [Redacted]
[Redacted]	[Redacted]

(NB. Have you dated/filled in boxes on front page?)



