THIS UNILATERAL UNDERTAKING is given the

BY	Name of person signing	
(CHRISTOPHER HUGH GREENSIT	
Pleas	e supply your contact address. A c/o address is unacceptable.	22 ALL
of	Address of person signing	RECE
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		- Local Control of the Control of th

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

- (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 1990Act

NOW THIS DEED WITNESSETH:

- 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
- THIS Deed is conditional and shall only take effect upon the grant of Planning Permission pursuant to the Planning Application
- 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

(Sign	ify 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;		
	·		

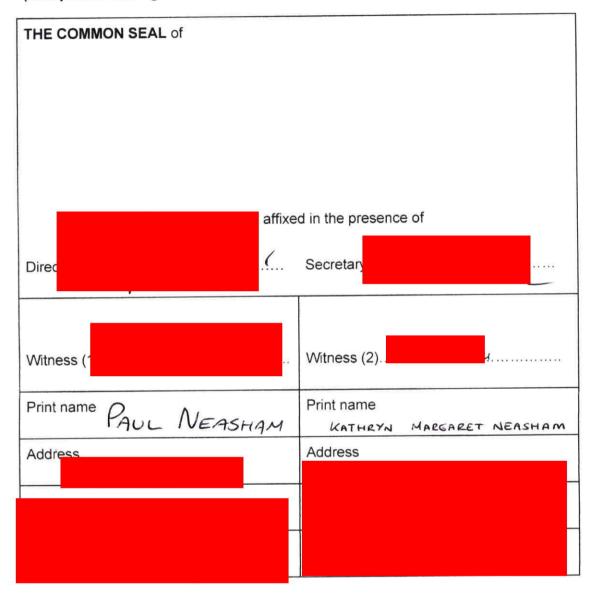
The Land

ALL THAT land and premises situate and known as

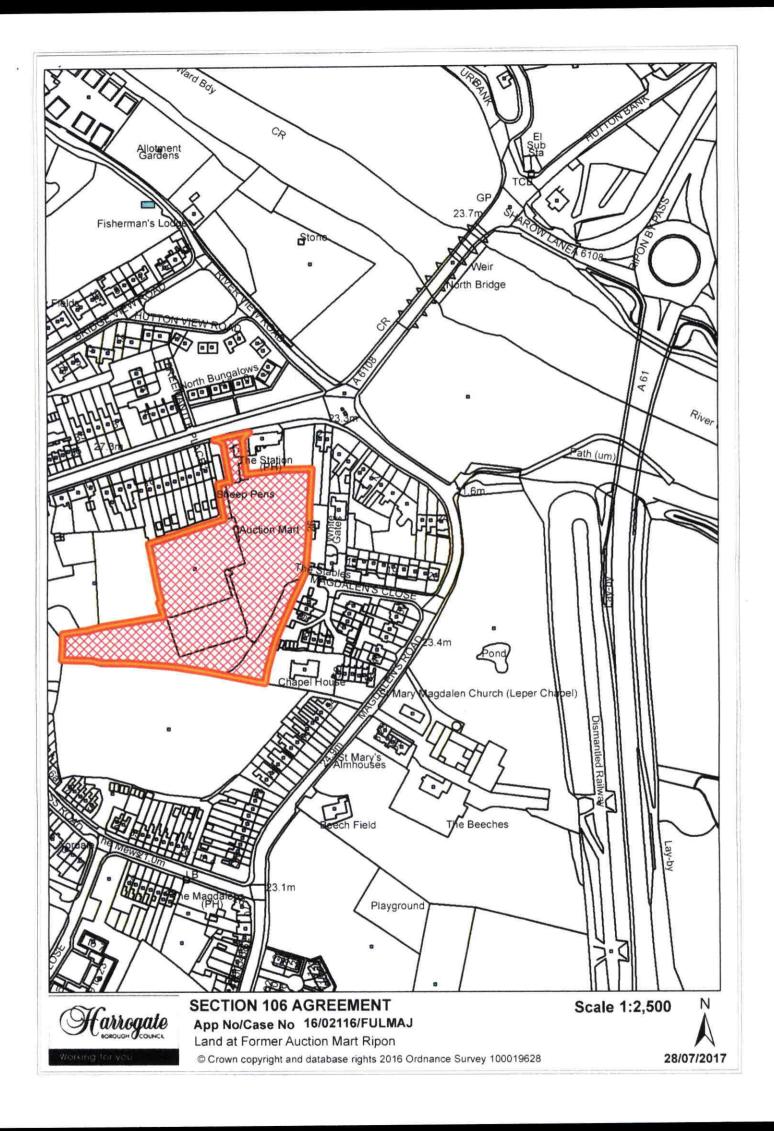
Land At Former Ripon Auction Mart North Road Ripon North Yorkshire HG4 1JP in the County of North Yorkshire and is shown for the purpose of identification only on the plan annexed hereto ("the plan") and thereon edged red

THE SECOND SCHEDULE above referred to

[Clause 1]
(Companies sealing the document – Guidance Note 7 and 8)



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



[Clause 2]

(Individuals and individuals signing on behalf of companies without a seal – Guidance notes 7 and 8)

SIGNED and DELIVERED AS A DEED by the said (Print name and sign below)
Signatory
in the presence of
Witness (1)
Print name
Address

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