

11/12/33/mout

DATED 12 SEPTEMBER 2014

RYEDALE DISTRICT COUNCIL

AND

AMBLESIDE PROPERTY DEVELOPMENTS LIMITED

AND

BARCLAYS BANK PLC

DEED OF RELEASE

In respect of Land to the West of Station Road, Nawton, Helmsley in the County of North Yorkshire from an Agreement dated 12 July 1991 made pursuant to Section 106 of the Town and Country Planning Act 1990 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 111 of the Local Government Act 1972

K A WINSHIP
Council Solicitor
MALTON

THIS DEED is made the 12 day of SEPTEMBER 2014

BETWEEN

- 1 **THE RYEDALE DISTRICT COUNCIL** whose principal office is at Ryedale House, Malton in the County of North Yorkshire, YO17 7HH ("The Council")
- 2 **AMBLESIDE PROPERTY DEVELOPMENTS LIMITED (CRN 5226568)** whose registered office is 57 Uppleby, Easingwold, York, YO61 3BD ("The Owner")
- 3 **BARCLAYS BANK PLC (CRN 1026167)** whose registered office is 1 Churchill Place, London, E14 5HP (The Mortgagee")

NOW THIS DEED WITNESSETH as follows:

1 Definitions

In this Deed the following words and expressions have the following meanings

- 1.1 "the Plan" means the plan annexed to this Deed
- 1.2 "the Land" means the freehold land shown edged Red on the Plan and registered at HM Land Registry with Title Number NYK 348018
- 1.3 "The Section 106 Agreement" means as Agreement dated the 12th day of July 1991 made pursuant to Section 106 Town and Country Planning Act 1990 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 111 of the Local Government Act 1972 between the Council (1) Sanctuary Housing Association (2) and Eric Brian Sunley and David James Sunley (3) and the covenants agreements and declarations contained therein.

2 Recitals

- 2.1 The Land is now vested in the Owner as the successors in title to Eric Brian Sunley and David James Sunley
- 2.2 The Council has agreed at the request of the Owner to release the Land from the Section 106 Agreement
- 2.3 The Mortgagee is the Registered Proprietor of a Charge over the Land Dated 8 July 2013 and the Mortgagee agrees to the provisions of this Deed of Release.

3 Release

In pursuance of the agreement the Council releases the Land from the Section 106 Agreement

4 Agreement and Declaration

The parties hereto expressly agree and declare that except for the present release hereby effected the Section 106 Agreement is to continue in full force and effect

5 Registration

The Council shall as soon as possible after completion hereof enter details of this Deed in the Local Land Charges Register

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE COMMON SEAL of THE RYEDALE DISTRICT COUNCIL

Was thereunto affixed and is Authenticated by:

Minute
166 11/12
Reg No.
6762
Initials CMS

[Handwritten Signature]

Council Solicitor



SIGNED as a Deed by the said **AMBLESIDE PROPERTY DEVELOPMENTS LIMITED**
In the presence of:

[Handwritten Signature]

KEVIN JACKSON

2 FOXGLOVE

122X B4 4032 344

[Handwritten Signature]

SIGNED as a Deed by the said **BARCLAYS BANK PLC**
In the presence of:

Signed as a deed
By Yvonne Roberta Glynn Roberts
as Attorney for and
on behalf of
Barclays Bank PLC
in the presence of
[Handwritten Signature] Signed *[Handwritten Signature]*

FILED DATE
[Handwritten Signature]

By this POWER OF ATTORNEY made by deed on 4 March 2014, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London, E14 5HP (the "Company") APPOINTS:

YASMI ROBERTA GLYNN ROBERTS
MANAGER
SPECIALIST SUPPORT TEAM
Credit Product Operations
One Snowhill
Queensway
Birmingham
B4 6GB

Certify that this is a true
and complete copy of the
original

Alberry

FOR BARCLAYS BANK PLC

Name JUNA PERRY

Job Title BANK OFFICIAL

Date 2nd JULY 2014

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or
2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or
3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney shall remain in force for twelve consecutive calendar months from the date of this Deed.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

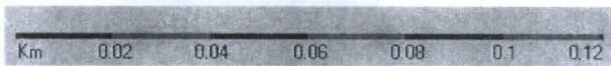
This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank PLC
was affixed in the Execution of this Deed
in the presence of:

[Handwritten Signature]

Assistant Secretary
Authorised Sealing Officer





KW/india

BARCLAYS BANK PLC
CASH AND BANKING SERVICE CENTRE
PO BOX 500
BIRMINGHAM