

**THIS DEED OF RELEASE** is made the 19 day of DECEMBER 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") and
- 2 **MIMOSA RECOVERY LIMITED (CRN 04723919)** of New Vernon House, Vernon Avenue, Beeston, Nottingham, NG9 2NS acting by the Receivers ("the Owner") and
- 3 **ANDREW DAVID FOSTER** and **EDWARD KENNETH DAY** both of GVA, 1<sup>ST</sup> Floor, City Point, 29 King Street, Leeds, LS1 2HL ("the Receivers") and
- 4 **BANK OF SCOTLAND PLC (CRN SC327000)** of The Mound, Edinburgh, EH1 1YZ ("the Mortgagee")

**NOW THIS DEED WITNESSES** as follows:

**1 Definitions**

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

- 1.1 "the Property" means the freehold land referred to in the Section 106 Agreement and edged red on the Plan annexed hereto
- 1.2 "the Section 106 Agreement" means an Agreement dated the twentieth day of June 1990 made pursuant to Section 52 of the Town and Country Planning Act 1971 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 111 of the Local Government Act 1972 between Ryedale District Council (1) and Mr Brian Victor Binns (2)

**2 Recitals**

- 2.1 The Property is now vested in the Owner as the successors in title to Mr Brian Victor Binns registered at HM Land Registry and forming part of Title Number NKY70875.
- 2.2 On 8 May 2014 the Mortgagee appointed the Receivers to be Law of Property Act receivers of the Property.
- 2.3 The Council has agreed to the release of the Property from the terms of the Section 106 Agreement

**3 Release**

The Council hereby discharges the Section 106 Agreement and releases the Owner and their successors in title and the Property and every part of it from the covenants and obligations set out in the Section 106 Agreement.

**4 Registration**

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

**5. Exclusions**

5.1 The Receivers are party to this Deed in their own capacity solely for receiving and enforcing the obligations, undertakings, waivers and indemnities on the part of the Owner.

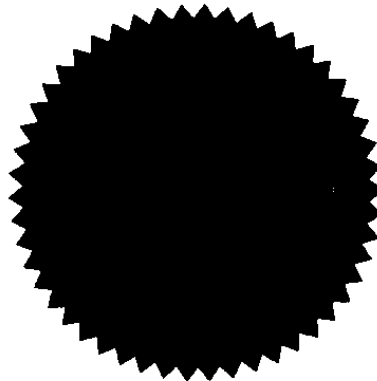
5.2 Neither the Receivers nor their firm shall incur any personal liability under or by virtue of this Deed nor in relation to any related documents, matters or claims whatsoever.

**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 hereunto affixed and is )  
authenticated by )

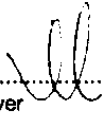


Council Solicitor



Minute
934/82
Reg No.
6790
Initials
CMS

Signed as a deed by )  
[ ] )  
acting by )  
one of the Receivers for and on )  
behalf of both of them acting as )  
agent and without personal )  
liability pursuant to powers granted )  
to him by a mortgage deed dated )  
22 May 2007 in favour of Bank of )  
Scotland plc in the presence of: )

  
Receiver

P M Doherty  
Signature of Witness

PATRICIA DOHERTY  
Name of Witness

1ST FLOOR CITYPOINT  
29 KING STREET LEEDS  
Address of Witness

**SIGNED AS A DEED BY** )  
**BANK OF SCOTLAND PLC** )  
In the presence of )

Witness

Name

Address

DATED 19 DECEMBER 2014

**THE RYEDALE DISTRICT COUNCIL**

and

**MIMOSA RECOVERY LIMITED (ACTING BY THE LPA RECEIVERS)**

and

**ANDREW DAVID FOSTER AND EDWARD KENNETH DAY**

and

**BANK OF SCOTLAND PLC**

**DEED OF RELEASE**  
of the Section 52 Agreement  
in respect of Woodlands Grange Nursing Home, Hurrell Lane,  
Thomton-le-Dale, Pickering in the  
County of North Yorkshire  
dated the 20 June 1990

**K A WINSHIP**  
Council Solicitor  
**MALTON**