

THIS DEED is made the 1 day of NOVEMBER 2017
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) **MR JOHN WILFRED JACKSON** of Elm Tree Farm, Main Street, Flaxton, Malton, YO60 7RJ (the "Owner")

1 DEFINITIONS AND INTERPRETATION

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

1.1.1 **"Agreement"** means the agreement (a copy of which is annexed hereto) dated 15 February 2016 and made pursuant to Section 106 of the Town and Country Planning Act 1990 as amended, section 111 of the Local Government Act 1978 and all other powers, between (1) Ryedale District Council, (2) Mr John Wilfred Johnson and (3) Barclays Bank PLC.

1.1.2 **"Property"** means the freehold property known as Elm Tree Farm, Main Street, Flaxton, Malton, North Yorkshire and shown for identification purposes on the attached Plan

1.2 In this Deed:

1.2.1 the headings are for convenience only and do not affect its construction or interpretation and references to a clause are references (unless otherwise stated) to a clause in this deed

1.2.2 words of one gender include all other genders and any reference to a person includes a reference to a company authority board department or other body

1.2.3 if an obligation is owed to or by more than one person that obligation is owed to or by those persons separately jointly or in any combination

1.2.4 any obligation on a party to do any act or thing includes an obligation to procure that it is done and any obligation not to do any act or thing includes an obligation not to permit the doing of the act or thing

1.2.5 any consent approval authorisation or notice required or given under this deed will only take effect if given in writing

1.2.6 references to 'statute' are references to any statute or statutory provision for the time being in force and any regulations orders byelaws or other subordinate legislation made under any such statute or statutory provision from time to time

1.2.7 unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under it

2 RECITALS

2.1 This deed is supplemental to the Agreement

2.2 At the request of the Owner the Council has agreed to this discharge of the Agreement

3 RELEASE AND DISCHARGE

The Council hereby discharges the 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 Agreement and from all actions proceedings claims and demands relating to the Agreement.

4 REGISTRATION

The Council agree to cancel the Local Land Charge registration in respect of the Agreement

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

THE COMMON SEAL of THE)
RYEDALE DISTRICT COUNCIL)
was hereunto affixed and is)
authenticated by:)

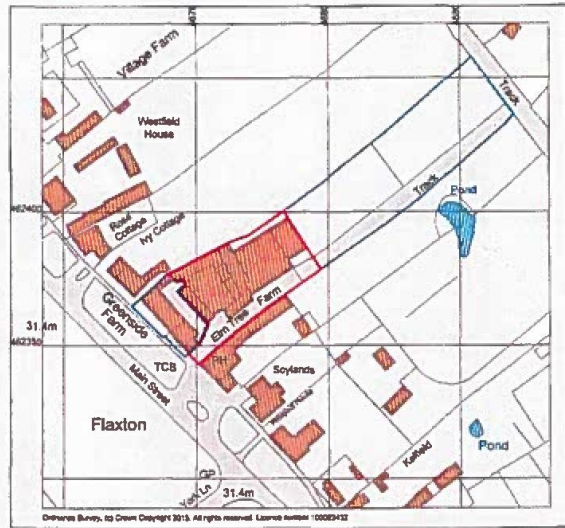
Minute 934/82
Reg No. 6982
Initials JC



Council Solicitor /

EXECUTED as a DEED by)
JOHN WILFRED JACKSON)
in the presence of:-)

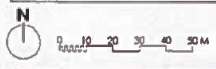
MICHAEL RICKATSON
LODGE FARM
SMERIFF HUTTON
YORK



This plan is a copy of the original plan and is not to be used for any other purpose without the written consent of the Surveyor General. It is the property of the Surveyor General and is to be kept in his office.

15/00/06/01
 - 8/10/06

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M&M Surveyors
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Client
 Address
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Scale 1:500	Date 22-06-14	Drawn con
Sheet No EA_F	Sheet No 01	Sheet No P1

Dated

1 NOVEMBER

2017

RYEDALE DISTRICT COUNCIL (1)

And

MR JOHN WILFRED JACKSON (2)

And

~~**BARCLAYS BANK PLC (3)**~~

Deed of Discharge and Release

Of a Section 106 Agreement dated 15 February 2016, relating to
an Outbuilding at Elm Tree Farm, Main Street
Flaxton, Malton, North Yorkshire

**K A WINSHIP
SOLICITOR
MALTON**