

THIS DEED is made the 11 day of JANUARY 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) **JENNIFER MARY BULMER** of 1 Chapel Street, Nawton, York, North Yorkshire YO62 7RE (the "Owner")
- (3) **BANK OF SCOTLAND PLC (CRN SC327000)** of Halifax Division, 1 Lovell Park Road, Leeds, LS1 1NS ("the Mortgagee")

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 16 May 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 and (2) Jennifer Mary Bulmer and (3) Bank of Scotland PLC

1.1.2 **"Property"** means the freehold property known as Land to the rear of 1 Chapel Street, Nawton, Helmsley, North Yorkshire and shown for identification purposes only edged red on Plan Number 1 annexed hereto

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 and with the consent of the Mortgagee 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 demands costs and expenses relating to the Agreement

4 MORTGAGEE'S CONSENT

The Mortgagee hereby confirms their consent to the discharge of the Agreement contained in Clause 3 above.

5 REGISTRATION

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

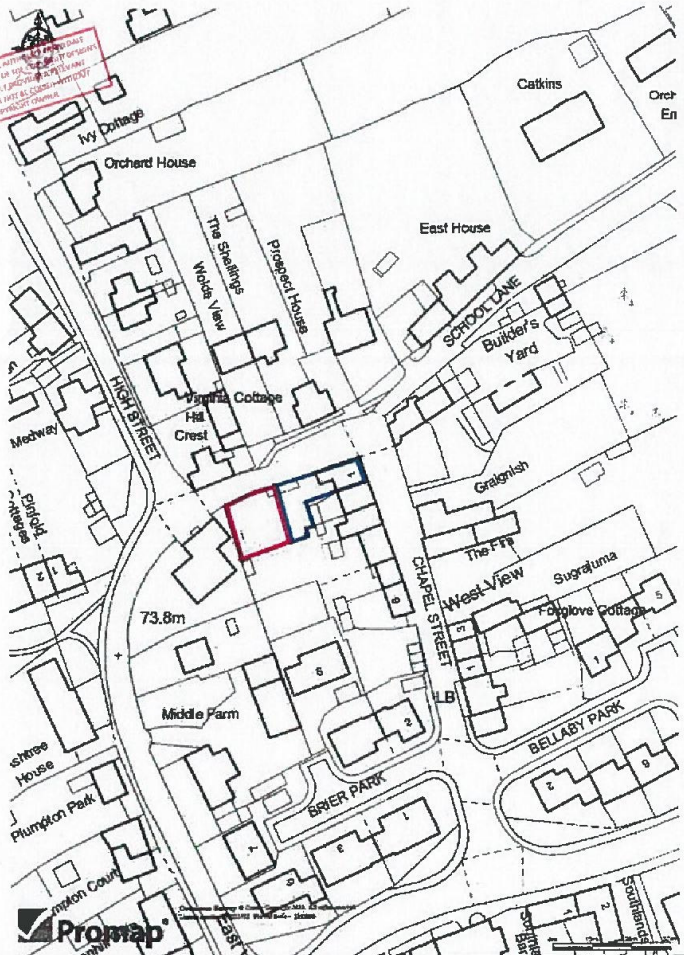
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

JMB
X



Bradley

THIS COPY HAS BEEN MADE BY OR WITH THE APPROVAL OF THE
OWNER & CHARGES THEREON TO BE TAKEN AS THE ORIGINAL COPY
AND VALIDATED AS SUCH UNDER THE PROVISIONS OF THE
REGISTRATION ACT 1988. THIS COPY MUST BE USED WITHOUT
THE PRIOR PERMISSION OF THE COPYRIGHT OWNER.



Drawing Title

SITE LOCATION PLAN

Project

PROPOSED BUNGALOW

LAND TO THE REAR OF 1 CHAPEL STREET, NAWTON

Scale 1:1250 @A4
Job Ref. J 65A

Date 11/2015
Dwg. No. SL1

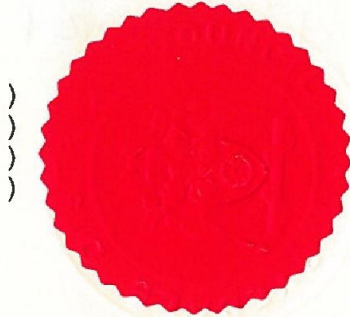
Planning and Landscape Associates Ltd

Town Planning Consultants and Landscape Architects
87, Cop Lane, Penwortham, Preston PR1 9AH Tel & Fax 01772 743047

ditoft@virginmedia.com

DATE VALID
01/12/15

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



Council Solicitor

Minute
92482
Reg No.
6937
Initials
aus

EXECUTED as a DEED by
JENNIFER MARY BULMER
in the presence of:-

JMB
X

46027-5

Signature :
Full name :
Address :

Hannah Smith
2 Market Street
Milton
YO17 7AS

EXECUTED as a DEED by
BANK OF SCOTLAND PLC
in the presence of:-

EXECUTED AS A DEED BY
AS AN ATTORNEY FOR AND ON BEHALF OF
BANK OF SCOTLAND PLC
IN THE PRESENCE OF
HALIFAX PLC
TRINITY ROAD
HALIFAX
HX1 2RG

EXECUTED AS A DEED BY
AS AN ATTORNEY FOR AND ON BEHALF OF
BANK OF SCOTLAND PLC
IN THE PRESENCE OF
HALIFAX PLC
TRINITY ROAD
HALIFAX
HX1 2RG

Dated

11 JANUARY

2017



RYEDALE DISTRICT COUNCIL (1)

And

JENNIFER MARY BULMER (2)

And

BANK OF SCOTLAND PLC (3)

Deed of Discharge and Release

Of a Section 106 Agreement dated 16 May 2016, relating to Land to the rear
of 1 Chapel Street, Nawton, York, North Yorkshire

**K A WINSHIP
SOLICITOR
MALTON**