

Transfer of part
of registered title(s)

Land Registry

TP1

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty



SEQ107

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- ☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- ☐ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- ☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*

WA473669

3. Other title number(s) against which matters contained in this transfer are to be registered, if any

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*

2.65 acres of land situated adjacent to Towyn Way East Towyn Abergele

The Property is defined: Place "X" in the appropriate box.

- ☒ on the attached plan and shown *State reference e.g. "edged red".*
edged red
- ☐ on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

5. Date **1st June 2007**

6. Transferor *Give full name(s) and company's registered number, if any.*

WELSH ASSEMBLY GOVERNMENT (as successor in title to the Welsh Development Agency)

7. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

CONWY COUNTY BOROUGH COUNCIL COUNCIL

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

Bodlondeb CONWY LL32 8DU

9. The Transferor transfers the Property to the Transferee

10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

- ☒ The Transferor has received from the Transferee for the Property the sum of *In words and figures.*
One Pound (£1.00)
- ☐ Insert other receipt as appropriate.
- ☐ The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

- ☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

- ☐ The Transferees are to hold the Property on trust for themselves as joint tenants
- ☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
- ☐ The Transferees are to hold the Property *Complete as necessary.*

13. Additional provisions

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Definitions

Rights granted for the benefit of the Property

1. The full and free right of passage and running of water soil gas electricity and other services from and to such part of the land now or formally comprised in the said title number WA473669 as is not hereby transferred ("the Retained Land") in and through all pipes wires cables sewers drains watercourses or other conduits ("the Service Installations") and used in common by the Retained Land and the property hereby transferred or by the Retained Land alone together with the right for the Transferor and its successors in title and the owners and occupiers for the time being of the Retained Land or their servants or agents and workmen with or without plant machinery equipment and materials to enter upon the property hereby transferred to lay construct tie into connect with inspect repair cleanse and maintain such Service Installations the person or persons exercising such rights causing as little damage as practicable and making good all damage occasioned in the exercise of such rights to the reasonable satisfaction of the Transferee

2. The benefit of the right of way reserved in clause 2 of the First Schedule of the Deed of Transfer dated the 12th July 2001 made between The Welsh Development Agency (1) and T & D Garnett Limited (2)

~~Rights reserved for the benefit of other land in the title number WA473669 and each and every part thereof the Transferee for itself and its successors in title hereby covenants with the Transferor not to use the Property other than as a public open space~~

Other Provisions - see Continuation Sheet

Restrictive covenants by the Transferee *Include words of covenant.*

For the benefit and protection of the remainder of the land in the title number WA473669 and each and every part thereof the Transferee for itself and its successors in title hereby covenants with the Transferor not to use the Property other than as a public open space

Restrictive covenants by the Transferor *Include words of covenant.*



14. **Execution** *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

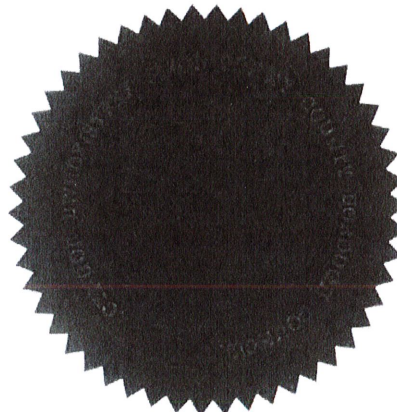
EXECUTED AS A DEED By AFFIXING
THE COMMON SEAL OF THE NATIONAL ASSEMBLY FOR WALES
WELSH ASSEMBLY GOVERNMENT WHICH IS AUTHENTICATED BY:
COUNCIL was hereunto
affixed in the presence of:

AUTHORISED SIGNATORY



THE COMMON SEAL of
CONWY COUNTY BOROUGH
COUNCIL was hereunto
affixed in the presence of:

Authorised Sealing Officer



12009

Continuation sheet

OVERAGE PROVISIONS

1.1 In this clause the following definitions shall have the following meanings:

1.1.1 **Chargeable Property** means the whole or any part of the Property

1.1.2 **Development Payment** means a payment calculated in accordance with the following formula:-

$$50\% \times (DV - CUV - DC)$$

where:

"DV" means the development value being the higher of:-

- (a) the consideration (excluding Value Added Tax) receivable under any Disposal and
- (b) the open market value of the Chargeable Property (as agreed between the Transferor and the Transferee or in the absence of agreement determined in accordance with Paragraph 3.8 of this clause) on the Payment Date with the benefit of the Planning Permission giving rise to the Payment Date

"CUV" the current use value means the open market value of the Chargeable Property at the date of this Transfer

"DC" means the deductible costs being any reasonable professional costs and disbursements (and Value Added Tax so far as it is irrecoverable) reasonably and necessarily incurred by the Transferee by the relevant Payment Date in obtaining the Planning Permission

2.1.3 **Development Period** means 50 years from the date of this Transfer

2.1.4 **Disposal** means a conveyance assent or transfer of the freehold or a grant of a long lease or any other transaction or arrangement other than a Farm Business Tenancy or similar arrangement relating to the Chargeable Property (or any interest therein) with the benefit of Planning Permission whereby money or monies worth become payable (whether immediately or otherwise)

2.1.5 **Payment Date** means the date of a Disposal

2.1.6 **Planning Permission** means any outline or detailed Planning Permission granted within the Development Period authorising the development of the whole or part of the Chargeable Property for any purpose **SAVE FOR** any development of the whole or part of the Chargeable Property for nature conservation **TOGETHER WITH** infrastructure engineering works to create new habitats visitor facilities car parking and viewing facilities ancillary to the use for nature conservation whether or not that permission includes other land

2.1.7 **Restriction** means a Land Registry restriction in the following form:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the National Assembly For Wales Trafalgar House 5 Fitzalan Place Cardiff CF24 OED that the provisions of Clause 3.1.5 and if appropriate Clause 3.1.6 of the Transfer have been complied with"

2.1.8 **Transferee** includes successors in title

2.1.9 **Transferor** includes statutory successors in title

2.1.10 **Working Day** means any day on which clearing banks in the City of London (or would be but for a strike lock-out or other stoppage affecting such banks generally) open during banking hours and "Working Days" shall be construed accordingly

2. **PAYMENT**

2.2.1 The Transferee shall on any Payment Date make the Development Payment to the Transferor

2.2.2 If the Development Payment is not made to the Transferor on the Payment Date then the Transferee shall pay interest to the Transferor on late payment at a rate of 4% pa above Barclays Bank PLC base lending rate from time to time (such interest, being compounded at quarterly rests) calculated on the period between the Payment Date and the date of actual payment

2.3 **INFORMATION**

2.3.1 The Transferee shall provide the Transferor with a copy of any document effecting or relating to a Disposal (including a contract for the sale or long lease of the Chargeable Property or any part thereof) within seven days after the date of such document

2.3.2 Prior to submitting any application for a Planning Permission to the local authority submit to the Transferor and obtain the Transferor's approval in writing to plans at a suitable scale showing details of layout elevations

landscaping sewers and details of all external materials comprising the development (such approval not to be unreasonably withheld or delayed) The Transferee shall inform the Transferor within 14 days after any application for a Planning Permission has been made that application and shall supply to the Transferor a copy of each Planning Permission granted within 7 days of receiving the same

- 2.3.3 The Transferee shall at all times keep the Transferor fully and promptly informed of any proposal to apply for Planning Permission or proposal for a Disposal, and of the terms of any such application or Disposal and will promptly respond to any requests for information or copy documents from the Transferor in connection with a Disposal, application for Planning Permission or other issue relating to the Chargeable Property (including any request for confirmation that no Disposal or application for Planning Permission has occurred or is anticipated)

2.4 **RESTRICTION**

The Transferor and the Transferee hereby apply to the Chief Land Registrar to enter the Restriction against the title to the Chargeable Property

2.5 **CONTINUATION OF OBLIGATIONS**

- 2.5.1 The Transferee shall not enter into a transfer assent long lease or any other transaction or arrangement other than a farm business tenancy or similar arrangement or any Disposal of any interest in the Chargeable Property (or any part of it) without further procuring that the disposee enters into a deed of covenant and a new equitable charge with the Transferor containing the same obligations and provisions as there are in this deed (including this clause)
- 2.5.2 The provisions of this clause shall apply to the whole of the Chargeable Property The fact that a Payment Date may have occurred in respect of part of the Chargeable Property shall not expressly or impliedly release the balance of the Chargeable Property from the provisions of this clause nor shall it release the Chargeable Property from the provisions of this clause should there be further Disposals or Planning Permissions in relation to the Chargeable Property

2.6 **RELEASE**

- 2.6.1 In the event that there is an Planning Permission or a Disposal which constitutes a Payment Date then the Transferor shall release the Charge and consent to the Disposal (in all cases to the extent necessary only to permit the relevant Disposal in relation to the Chargeable Property and to satisfy H M Land Registry in respect of any requirements they may have relating to the Restriction) if the Transferee makes the Development Payment together with

all interest due in respect thereof

- 2.6.2 The Restriction shall be released absolutely by the Transferor following receipt of a written request so to do delivered by the Transferee after expiry of the Development Period provided that the Transferor shall not be obliged to complete such absolute release until the Transferee has fully discharged and satisfied his obligations under the terms of this schedule/provisions of this clause to the reasonable satisfaction of the Transferor in relation to any Planning Permission any Disposal or which has or may take place in relation thereof

2.7 **VALUATION**

The amount of any value to be determined under Paragraph 3.1.3 of this clause shall be agreed between the Transferor and the Transferee. In default of agreement such value shall be determined in accordance with Clause 1 3.8 hereof

2.8 **ARBITRATION**

- 2.8.1 In this Clause "appropriate President" shall mean such one of the following as the Transferor or the Transferee shall agree having regard to the nature of the issue in dispute:

2.8.1.1 the President for the time being of the Law Society

2.8.1.2 the President for the time being of the Royal Institute of British Architects

2.1.8.3 the President for the time being of the Royal Institution of Chartered Surveyors

2.1.8.4 the President for the time being of the Institute of Chartered Accountants

or (in each such case) the duly appointed deputy of such President or any other person authorised by him to make appointments

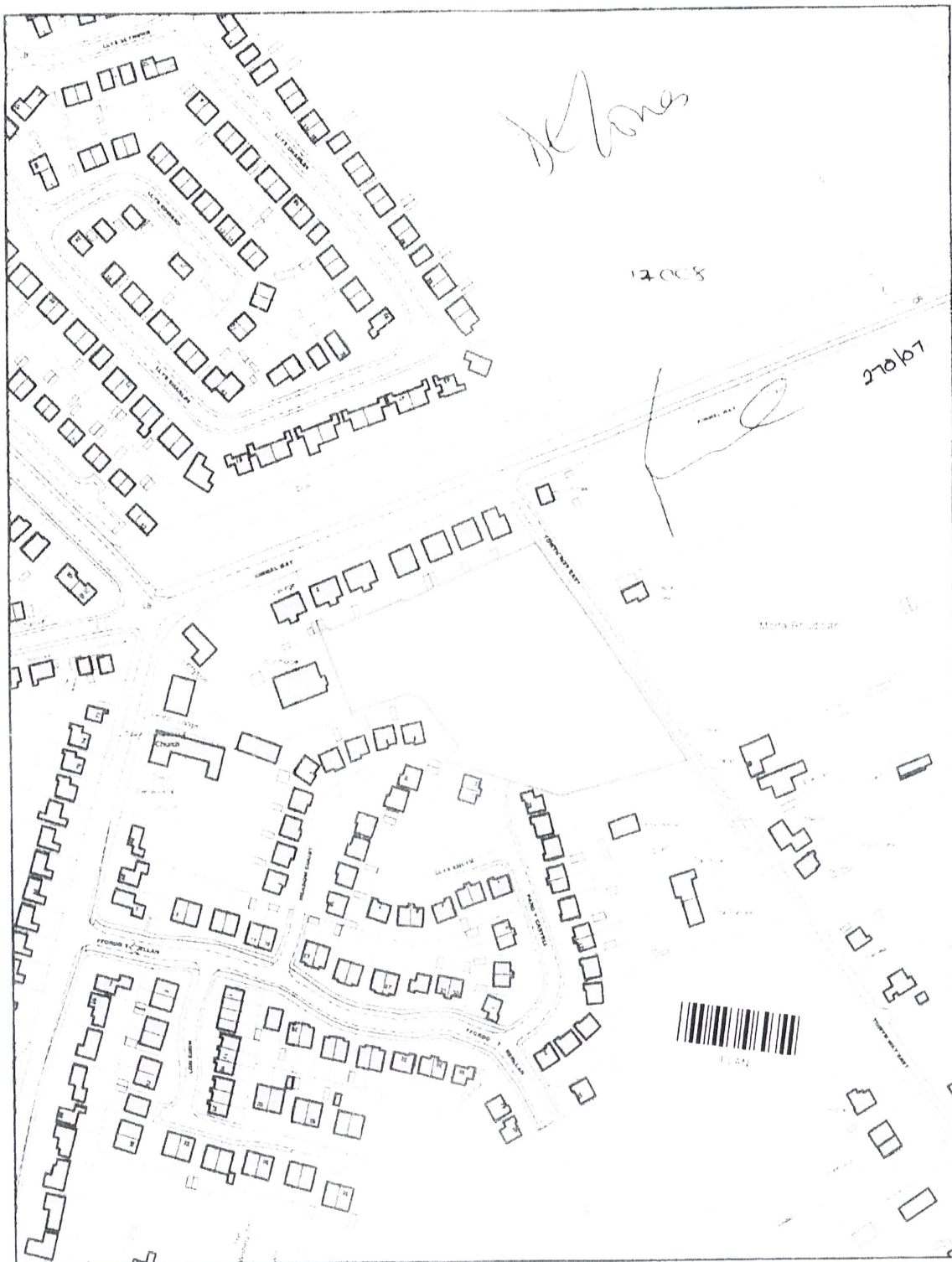
- 2.8.2 If within ten Working Days of such request the Transferor and the Transferee have been unable to agree which of the persons referred to in Clause 1 3.8 is the appropriate President having regard to the nature of the issue in dispute then the appropriate President shall be the President for the time being of the Law Society or his duly appointed deputy or any other person authorised by him to make appointments on his behalf and the parties shall be deemed to have accepted such appointment and to have agreed to accept the appointee's determination as final and binding upon them

- 2.8.3 Any dispute or difference arising between the Transferor and the Transferee as to their respective rights duties or obligations or as to any other matter or thing in any way arising out of or connected with the subject matter of this agreement shall (unless otherwise agreed by the parties or expressly provided for otherwise within this agreement) be referred in accordance with the provisions of the Arbitration Acts 1950 to 1996 and any statutory modification or re-enactment thereof for the time being in force to the determination of a single arbitrator to be agreed upon by the parties or (failing agreement within ten Working Days after either party has given to the other a written request to concur in the appointment of an arbitrator) to a person appointed on the request of either party by the appropriate President

2.9 **GENERAL**

The Transferee shall not:-

- 2.9.1 enter into any arrangement or transaction a direct or indirect purpose of which is to avoid in whole or in part or reduce a liability which would or might otherwise arise under this clause
- or
- 2.9.2 enter into any arrangement or transaction (whether or not the arrangement or transaction forms part of a larger arrangement or transaction or a series of arrangements or transactions) the effect of which is to avoid in whole or in part or reduce a liability which would or might otherwise arise under this clause/schedule or substantially to delay the discharge of such liability unless it is shown that the same is entered into for bona fide for bona fide commercial reasons



Department of Corporate Finance & Resources



Site location Plan - Scale 1:2500

Properties Services
The Library Building
Mostyn Street

Ffôn/Phone: 01492 574286
Ffôn Ffôn 2RP / Fax: 01492 574040

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