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Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.



Official copy
of register of
title
Copi
swyddogol o
gofrestr teitl

Title number / Rhif teitl
CYM337599

Edition date / Dyddiad yr
argraffiad 17.06.2011

- This official copy shows the entries on the register of title on 17 NOV 2023 at 06:59:25.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 Nov 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 17 TACHWEDD 2023 am 06:59:25.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 17 Tachwedd 2023.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

A: Property Register / Cofrestr Eiddo

This register describes the land and estate comprised in the title.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

NEATH PORT TALBOT/CASTELL-NEDD PORT TALBOT

- 1 (07.03.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land to the west of Station Road, Port Talbot.

NOTE 1: The pedestrian footbridge, but not the river below nor the airspace above is included in the title.

NOTE 2: The service bridge and the river, but not the river bed is included in the title.

NOTE 3: The land tinted green on the title plan is not included in the title.

- 2 (07.03.2007) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (07.03.2007) The land has the benefit of the following rights reserved by the Transfer dated 3 June 1988 referred to in the Charges Register:-

A: Property Register continued / Parhad o'r gofrestr eiddo

"THERE is excepted and reserved in fee simple to the Transferor and persons claiming under it for all or any part of the remainder of the land comprised in the title above mentioned and other adjoining and neighbouring land of the Transferor comprising the Port Talbot Town Centre Development Area (including the Centre) (hereinafter collectively referred to as the "retained land"):-

(1) the free and uninterrupted passage and running of water soil gas electricity and other services to and from the retained land and all properties thereon now or within the Perpetuity Period through the Services Media laid in through under upon and along the Property subject to the person or persons exercising such rights causing the minimum inconvenience to the Transferee or other the occupiers of the Property and damage to the Property and the building thereon and making good all damage thereby occasioned to the satisfaction of the Transferee

(2) the right for the Transferor and its successors in title tenants and licensees including the Lessee for the time being of the Centre at all reasonable times with or without workmen and the necessary materials to enter upon the Property or any part thereof in order to repair or maintain the buildings or any part thereof erected upon the retained land insofar as such repair and maintenance cannot reasonably be carried out without such entry as is by this Sub-Clause 3(2) reserved and to connect construct upon, giving reasonable previous notice to the owner or occupier for the time being of the Property and subject to the person or persons exercising such rights causing the minimum inconvenience to the Transferee or other the occupiers of the Property and damage to the Property and the building thereon and making good all damage thereby occasioned to the satisfaction of the Transferee

(3) the right of support from the Property for the Centre and for any other building or part of a building on the retained land."

- 4 (07.03.2007) The land has the benefit of the following rights reserved by the Transfer dated 28 September 1995 referred to in the Charges Register:-

"subject to the exceptions and reservations contained in the Fourth Schedule

THE FOURTH SCHEDULE

Exceptions and Reservations

1. (a) The right at all times for members of the public to pass and repass on foot along the footbridge crossing the River Afan shown cross hatched blue on the Plan PROVIDED THAT the Transferee may in the case of an emergency close off the said footbridge for such time or times as the Transferee shall in the circumstances deem necessary

(b) The right for members of the public to pass and repass on foot along and through the internal pedestrian malls within the Property shown coloured purple on the Plan between the hours of 6.30am to 9.00pm Monday to Friday and 6.30am to 6.00pm on Saturday or such variation thereto as shall be agreed between the parties PROVIDED THAT the Transferee may in the case of emergency close off the pedestrian malls for such time as the Transferee shall in the circumstances deem necessary

PROVIDED FURTHER that the footbridge and internal pedestrian malls are at all times subject to the exclusive control and management of the Transferee and the Transferee has the right from time to time to alter stop up or divert any part thereof leaving available for use by members of the public reasonably convenient means of passage across the said footbridge and through the Property and PROVIDED FURTHER THAT the Transferee may close temporarily the footbridge and the internal pedestrian malls to the extent necessary for the purpose of preventing a dedication thereof or the accrual of any rights to any person or the public thereon but these provisos shall be read and construed subject to the provisions of the Documents

A: Property Register continued / Parhad o'r gofrestr eiddo

2. Access at all times for the Transferor its servants agents and contractors over along and through that part of the Property shown hatched green on the plan or any part thereof to repair and maintain the banks of the River Afan

.....

4. All rights of light and other easements or rights in the nature of easements over or affecting any adjoining land or adjoining building vested in the Transferor which might in any way diminish or interfere with the free and unrestricted user of any such other adjoining land or adjoining buildings

5. The full and free right at any time or times to build on any adjoining or neighbouring land vested in the Transferor and to rebuild or alter any of the adjoining or neighbouring buildings so vested in any manner the Transferor may think fit notwithstanding any interference caused thereby to the Property or to the access of light or air to the same together with full power and authority after giving reasonable notice in writing to enter upon the Property for the purpose of repairing maintaining or altering any existing or future buildings on land vested in the Transferor and adjoining the Property making good all damage occasioned in the exercise of such right

6. The full and free right to the passage and running of water and soil coming from and to in land or buildings now or hereafter to be erected or built on adjoining or neighbouring land vested in the Transferor or through the drains and watercourses (if any) made or to be made now or within the Perpetuity Period upon or under the Property or any part thereof the Transferor paying therefor a fair proportion of the cost of the maintaining such drains and watercourses as may be used

....

The perpetuity period applicable to the rights whether granted or excepted and reserved by this Transfer shall be eighty years from the date of this Transfer"

- 5 (07.03.2007) The Transfer dated 28 September 1995 referred to above contains the following provision:-

"It is hereby agreed and declared that the costs of maintaining repairing renewing cleaning or inspecting all the pipes sewers drains cables roads paths yards service areas or any other facilities used in common by the Transferor and the Transferee and/or the tenants occupiers and licensees of the Property and the Retained Land ("the shared facilities") shall be borne in the proportion set out in the Lease and the Documents (in the case of dispute to be determined by an independent surveyor appointed by the majority number of the owners who shall act as an expert and not as an arbitrator)

It is hereby agreed and declared that all external walls separating the Property from the Retained Land (which walls are shown by the red line on the Plan) belong to the Property notwithstanding any provisions that they shall be maintained and repaired at the joint expense of the Transferor and the Transferee or adjoining owners

"the Retained Land" means the land adjacent to the Property which is outlined and shaded in green on the Plan

"the Documents" means the documents particulars of which are set out in the Second Schedule hereto

THE SECOND SCHEDULE

The Documents

Date	Document	Parties
17 August 1982	Underlease	Star Dolphin Developments Limited (1) The Borough Council of Afan (2)

A: Property Register continued / Parhad o'r gofrestr eiddo

1 May 1992	Supplemental Lease and Deed of Variation and Surrender (in respect of the Lease)	The Borough Council of Port Talbot (1) English Property Corporation plc(2)
1 May 1992	Deed of Variation (in respect of the Underlease)	English Property Corporation plc (1) The Borough Council of Port Talbot (2)
20 May 1993	Computation Deed	The Borough Council of Port Talbot (1) English Property Corporation plc (2)
20 May 1993	Sub-underlease	The Borough Council of Port Talbot (1) English Property Corporation plc(2)

NOTE :- 'The Lease' referred to is dated 11 December 1981 and has been determined.

- 6 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of The Aberavon Centre dated 6 December 2002 made between (1) Neath Port Talbot County Borough Council and (2) Charterhouse Property General Partner Limited and Charterhouse Property Nominees Limited.

NOTE: Copy filed under CYM105427.

- 7 (17.06.2011) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

- 1 (07.03.2007) PROPRIETOR: NEATH PORT TALBOT COUNTY BOROUGH COUNCIL of Legal Services, The Civic Centre, Port Talbot SA13 1PJ.

C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 (07.03.2007) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the Job Centre and other land dated 3 June 1988 made between (1) The Borough Council of Port Talbot (Transferor) and () Andrews Scott Developments Limited (Transferor):-

"THE following rights at all times for the Transferee its successors in title tenants and licencees together with others enjoying the like right to pass and repass with or without vehicles over the existing service area coloured yellow on the said plan annexed hereto and the footpath between the points marked B and C on the said plan annexed hereto after its construction by the Transferee in accordance with the provisions of Clause 6(6) hereof (hereinafter collectively called "the service yard") for the purpose of access to and egress from the Property and to load and unload vehicles upon the service yard but for no other purpose subject to the Transferee paying to the Transferor on demand 40% of the cost of repairing and maintaining the service yard.

C: Charges Register continued / Parhad o'r gofrestr arwystlon

(2) the right for the Transferee its successors in title tenants and licensees together with others enjoying such like rights to the full and free right of passage and running of gas electricity water and soil and telephone connections to and from the Property through the ducts wires cables pipes drains and watercourses and other conducting media (hereinafter collectively called "the Services Media") which now or may within the period of 80 years from the date hereof ("the Perpetuity Period") run through over under or along the adjoining property comprising the Aberafan Centre and Riverside Shops (which said Riberside Shops include the Post Office Building) (hereinafter collectively called "the Centre") and any other adjoining property of the Transferor subject to the Transferee paying a fair proportion of the cost of maintaining such of the Services Media as is actually used for the property.

(3) the right for the Transferee and its successors in title tenants and licensees to construct and thereafter forever maintain a canopy fronting onto and along the western side of the building to be erected upon Site B over the adjoining land of the Transferor and to enter upon the said adjoining land for the purpose of maintaining and repairing such canopy subject to the Transferee or other the person exercising such right making good all damage thereby occasioned

(4) the right for the windows window frames eaves gutters spouts downpipes and other similar structures incidental to the user of any building erected upon Site A to overhang the adjoining property comprising the pedestrian way at Station Road aforesaid subject to the Transferee obtaining the necessary approval of the local highway authority in respect thereof.

(5) the right insofar as the Transferor is capable of granting the same of support from the Transferor's adjoining property and the Centre for the buildings erected or to be erected upon the Property or upon some part thereof.

(6) the right for the Transferee its tenants and licensees to connect up the electricity water and gas mains the foul and surface water drains and the telephone wires from the Property to the Services Media running

through over under or along the Centre in accordance with plans drawings sections and specifications first submitted to and approved by the lessee of the Centre

(7) the right for the Transferee its successors in title tenants and all others so authorised by the Transferee to enter the Centre at all reasonable times upon prior written notice with or without workmen and others for the purpose of exercising the rights mentioned in sub-clauses (2) and (6) of Clause 2 hereof such entry to be made on reasonable notice to the Lessee of the Centre the Transferee or other persons so entering making good all damage caused forthwith to the reasonable satisfaction of the lessee of the Centre

(8) the right for the Transferee its successors in title tenants and licencees together with all others enjoying such like right and with or without workmen plant and machinery to enter upon the Centre and the Transferor's adjoining land after giving reasonable notice in writing to the Transferor in respect of the said adjoining land and the lessee of the Centre in respect of the said adjoining land and the lessee of the Centre in respect of the Centre for the purpose of repairing maintaining or altering the Property or any part thereof insofar as such repair maintenance or alteration cannot reasonably be carried out without such entry the Transferee making good all damage to the reasonable satisfaction of the Transferor and the lessee of the Centre occasioned by the exercise of the right hereby granted.

NOTE: Copy Plan Filed under WA102769.

The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

C: Charges Register continued / Parhad o'r gofrestr arwystlon

the leases grant and reserve easements as therein mentioned.

- 2 (07.03.2007) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 9 September 1991 made between (1) Borough Council of Port Talbot and (2) Andrew Scott Developments Limited:-

1. The right to erect on the Dominant Land and maintain a building with eaves and first floor triangular projection which said eaves and projection are shown on plan number 1 annexed hereto projecting into the airspace of the Servient Land so that such eaves and triangular projection overhang the Servient Land together with the right at all times to discharge rainwater on the Servient Land together with the right at all times to discharge rainwater on the Servient Land from the eaves and triangular projection and together with the right so far only as is reasonably necessary for the Grantee and its successors in title or the owners or occupiers for the time being of the Dominant Land with contractors equipment materials and scaffolding to enter into the Servient Land to inspect repair renew and decorate the part of the building on the Dominant Land overhanging the Servient Land upon giving reasonable previous notice of the intention so to enter to the Grantor or other the owners or occupier for the time being of the Servient Land carrying out as little damage and disturbance to the Grantor or such other as aforesaid as possible and making good any damage caused in the exercise of the Rights PROVIDED that in the event that any such contractors equipment materials and scaffolding shall materially interfere with the user of the servient Land subject to the Grantor giving notice in writing requesting the Grantee to remove such contractors equipment materials and scaffolding within five days of notice the same shall be removed (following the expiration of the time limit contained in the said notice) by the Grantor or its successors in title at their own expense

2. The right for the Grantee to install retain and use:-

2.1 The eight rainwater pipes as shown for the purpose of identification only on plan numbered 1 marked "RWP"

2.2 The gutters between the ponts marked "RWP" on the plan numbered 1

Together with the right at all times to discharge rainwater in and through the rainwater drains on the Servient Land from the said rainwater pipes and gutters together also with a right of access over the Servient Land for the purposes of inspecting cleaning repairing maintaining and renewing the said rainwater pipes and gutters upon giving reasonable previous notice as referred to in paragraph 1 hereof

3. The right to install retain and use a step and barrier outside the fire door at the rear of the building in the location marked on the plan numbered 1 and the right for the Grantee its successors in title and the owners and occupiers for the time being of the Dominant Land in the event of fire or other emergency only to pass and repass on foot only from the Dominant Land onto the said step and through the barrier PROVIDED that the Grantee and its successors in title shall at all times keep and maintain the said step and barrier in good repair and as necessary renew the same to the reasonable satisfaction of the Grantor

4. The right at all times for the Grantee its successors in title and the owners and occupiers for the time being of the Dominant Land at all times and on foot only to pass and re-pass along and over that part of Servient Land shown cross hatched brown on the plan numbered 2 annexed hereto the Grantee contributing a fair and reasonable proportion of the expenses of the Grantor in making up the Servient Land and keeping it resurfaced and in good repair and condition

NOTE 1: Copy plan filed WA102769.

NOTE 2:-The land cross hatched brown is tinted brown on the title plan.

- 3 (07.03.2007) The land is subject to the following rights granted by a Transfer of the Aberafan Centre dated 28 September 1995 made between

C: Charges Register continued / Parhad o'r gofrestr arwystlon

(1) The Borough Council of Port Talbot (Transferor) and (2) English Property Corporation PLC (Transferee).

"together with the rights in perpetuity (for the benefit of the Transferee its successors and assigns and all others to whom the Transferee grants the rights) contained in the Third Schedule

THE THIRD SCHEDULE

Rights granted to Transferee

1. The right to maintain the footbridge and ramp shown cross-hatched blue on the Plan in their respective positions and use the same for access to and egress from the Property (and in the case of the ramp) with or without vehicles.

NOTE: Copy plan filed under WA102769

2. The right for the Transferee its tenants undertenants and licensees to pass and repass with or without vehicles over the service area constructed on the land coloured pink on the Plan for the purpose of access to and egress from the buildings abutting upon such land and to load and unload vehicles upon such service area

3. The right for the Transferee its tenants undertenants and licensees to pass and repass with or without vehicles over the service road on the land coloured blue on the plan for the purpose of access to and egress from the Property

4. A right of way at all times for pedestrians over the land coloured orange and over the areas hatched blue on the Plan (and until built

on) over the area hatched black with or without trolleys and in case of emergency only with vehicles over the land coloured orange on the Plan for the purpose of access to and egress from the Property

5. The right to the free and uninterrupted passage of water and soil through the pipes drains watercourses and ducts and of electricity and gas through the cables and pipes now serving or hereafter during the Perpetuity Period to serve the Property and passing in under through or over any adjoining or neighbouring land belonging to the Transferor and the right to repair renew or relay such services and the right at any time but (except in the case of emergency) after giving reasonable notice to enter upon such adjoining or neighbouring land in the exercise of such rights

PROVIDED THAT no unnecessary damage is caused to such adjoining or neighbouring land and that all damage caused is forthwith made good to the reasonable satisfaction of the Transferor and of the occupiers of such land

6. The right to maintain on the pieces of land coloured brown on the Plan canopies and supporting pillars (where necessary) together with all rights of support for the same

7. The right to maintain abutments to the walls of the Property on the eastern bank of the river Afan and facia cladding and a mansard roof along the northern boundary of the property with parts projecting into the airspace of the Transferor's adjoining land so that such parts overhang the land of the Transferor

8. The right upon giving reasonable written notice for the Transferee with contractors equipment materials and scaffolding to enter onto the Transferor's adjoining land to inspect repair renew and decorate the Property and the canopies and pillars referred to in paragraph 6 of this Schedule and such parts of the building overhanging the Transferor's adjoining land referred to in paragraph 7 of this Schedule and the ramp and footbridge referred to in paragraph 1 of this Schedule

9. The right for the Transferee its servants agents and contractors to enter upon the Transferor's adjoining land as may from time to time be

C: Charges Register continued / Parhad o'r gofrestr arwystlon

necessary in order to carry out works to the Property causing as little damage as possible in the exercise of this right and making good any damage that may be caused"

- 4 (07.03.2007) The land is subject to the following rights granted by a Transfer of land lying to the north of the land in this title dated 2 March 2000 made between (1) Neath Port Talbot County Borough Council (Transferor) and (2) English Property Corporation PLC (Transferee):-

The Transfer is made together with the benefit of the rights easements and other matters over the Transferor's Retained Property set out in Schedule 1

SCHEDULE 1

Rights granted for the benefit of the Property and the Transferee's Adjoining Property

The Property is sold together with the rights herein contained (for the benefit of the Transferee its successors and assigns and all others to whom the Transferee grants rights):-

1. RIGHT RELATING TO A CANOPY AND SUPPORTING PILLARS

The right to maintain on the piece of land coloured brown on the attached plan A (which forms part of the Transferor's Retained Property) a canopy and supporting pillars (where necessary) together with all rights of support for the same.

.....

4. RIGHTS OF ENTRY

4.1. Rights Granted

The right for the owners for the time being of the Property, and those authorised by them, to enter onto the Transferor's Retained property at all reasonable times having given reasonable prior written notice, except in the case of emergency, to:

.....

(b) Inspect, repair, maintain, cleanse, alter, renew, replace and decorate the canopy and supporting pillars referred to in paragraph 1 to Schedule 1;

.....

4.2. Obligations Imposed

The person exercising the rights of entry in Paragraph 4.1. shall:

(a) cause as little inconvenience to the owners or other occupiers for the time being of the Transferor's Retained Property as possible; and

(b) make good any damage caused by the exercise of the rights

.....

DEFINITIONS AND INTERPRETATION

Definitions

"Transferee's Adjoining Property" means the adjoining property of the Transferee known as the Aberafan Centre, Port Talbot registered at H M Land Registry title number WA769757;

"Transferor's Retained Property" means the land neighbouring and adjacent to the Property excluding the Property which was outlined and shaded in green on the plan attached to a transfer of part of title number WA102769 made between the parties dated 28th September 1995;

NOTE:-The land coloured brown referred to above is tinted blue on the

C: Charges Register continued / Parhad o'r gofrestr arwystlon

title plan. The land hatched blue referred to does not affect the land in this title

- 5 (17.06.2011) A Conveyance of the land tinted mauve on the title plan and other land dated 20 July 1947 made between (1) Rhys Rhys-Williams (Vendor) and (2) Thomas Place And Others (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 (17.06.2011) A Conveyance of the land in this title tinted mauve on the title plan dated 30 January 1976 made between (1) Mansel Investments Limited (2) Lloyds Bank Limited and (3) The Borough Council of Afan contains restrictive covenants.

NOTE: Copy filed under title number WA46025.

Schedule of restrictive covenants Atodlen cyfamodau cyfyngu

- 1 5.2.1991 land adjoining the 'Old Vic' 21.1.1991
edged and Public House 55 years from
WA577746 No'd 1 in
Yellow 24.6.1978

- 2 (17.06.2011) The following are details of the covenants contained in the Conveyance dated 20 July 1947 referred to in the Charges Register:-

"FOR the benefit and protection of the portion of the Margam Estate retained by the Vendors and for the benefit and protection of the systems of water supply reserved to the Vendors as aforesaid and so that the covenant hereinafter mentioned shall run with the purchased property and bind the same into whosoever hands the same may come the Purchasers hereby jointly and severally covenant with the Vendors that the Purchasers and each of them and their respective successors in title shall not supply water from the purchased property.....to or for any land other than the purchased property.....nor shall they supply water on the purchased property for any except domestic or agricultural purposes but this restriction shall not apply to water from Kenfig Pool nor to water obtained from any well which may be sunk on any part of the purchased property.....neither shall the Purchases do or authorise to be done any act or thing on the purchased property.....which may or might interfere with any property or rights hereinbefore excepted and reserved to the Vendors or whereby the purity or flow of the water coming to or in the said Rivers Reservoirs Ditches or other sources of supply or carried by or through any pipes or apparatus in connection with water supply systems serving the same may be diminished except by the sinking of wells as aforesaid or polluted or the said pipes or apparatus prejudicially interfered with"

End of register / Diwedd y gofrestr