

24/1/2012

WE CERTIFY THAT THIS
IS A TRUE COPY OF THE
ORIGINAL DOCUMENTS

David Lord Snape

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.



SEQ195



COPY

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) out of which the property is transferred: CYM280728
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: CYM195465 and WA939489
3	Property: LAND AT GILFACH ORFYDD BLACKMILL BRIDGEND CF35 6EG The property is identified ☒ on the attached plan and shown: EDGED RED ☐ on the title plan(s) of the above titles and shown:
4	Date: 20 th JANUARY 2012
5	Transferor: CARL BRYAN PLATEL AND HELEN PLATEL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: JOHN WILLIAMS <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: PANTYSCAWEN FARM LLANGEINOR BRIDGEND CF32 8RX

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

8	The transferor transfers the property to the transferee
9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): THREE HUNDRED AND SIXTY THOUSAND £360,000.00 POUNDS ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
10	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee
11	Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:

Use this panel for:

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

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

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12 Additional provisions

Definitions

12.1 In this Transfer:

"The Retained Land" shall mean the land edged Blue on the Plan annexed hereto being land retained by and in the continuing ownership of the Transferor.

"Transferee" means the Transferee and his successors in title.

"Windfarm" shall mean the use of the Property or any part of it for the erection of wind mills or the use of them together with ancillary equipment and infrastructure in order to generate electrical power

"Windfarm Option Agreement" shall mean any agreement whereby the Transferee agrees with any third party an option for the use by the third party of any part of the Property hereby transferred as a Windfarm or for the installation of any equipment or infrastructure which will assist in the use of any adjoining land (whether owned by the Transferee or not) as a Windfarm

"Windfarm Lease" shall mean a lease entered into between the Transferee and a third party whereby any part of the Property or any rights over the Property is or are leased to the third party for use as a Windfarm whether or not the lease is entered into pursuant to a Windfarm Option Agreement.

"the Watercourses" shall mean the system of ponds and water pipework connected to the Hydro House situate on the Retained Land, the approximate position and route of which is shown on the plan annexed hereto

"The Accessway" shall mean the Accessway shown edged green (including that part edged green and coloured brown) on the plan annexed hereto

Rights granted for the benefit of the property

12.2 The Property is transferred with the benefit of all rights for the passage and running of water soil and all utilities and services serving the Property in on over or under the Retained Land and any of the adjoining land in the ownership of the Transferor as are presently enjoyed by and benefit the Property.

12.3 The Property is transferred with the benefit of a right of way for the Transferee his successors in title and all persons authorised by him at all times and for all purposes with or without vehicles and animals over and along the Accessway

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

12.4 The Property is transferred subject to the rights of the Transferors

12.4.1 for the passage and running of water soil and all utilities and services serving the Retained Land which are now or may in the future be in on over or under the Property.

12.4.2 the right to continue to take water from the Property through the Watercourses so as to enable the hydro electric facilities on the Retained Land to continue to function and serve the Retained Land

12.4.3 the right to enter onto the Property for the purposes of inspecting maintaining repairing renewing and replacing the Watercourses and any other service media serving the Retained Land

PROVIDED THAT

12.4.4

(i) The Transferors shall make good any damage done to the Property to the Transferee's reasonable satisfaction and shall pay adequate compensation for any damage not made good

(ii) So far as practicable the Transferors shall exercise such rights at times to be agreed with the Transferee so as to minimise interference with any agricultural or other operations on the property and to minimise any potential damage to the Property

Include words of covenant.

Restrictive covenants by the transferee

12.5 The Transferee covenants for himself and with intent and so as to bind his successors in title and so that the said covenants shall remain in force notwithstanding that the Transferees may have disposed of the Retained Land

12.5.1 that if he shall enter into a Windfarm Option Agreement or a Windfarm Lease at any time within 25 years of the date of this Transfer he will pay within 14 days of receipt to the Transferors or the survivor of them a sum equivalent to seventy five per cent (75%) of any option fees paid to him under a Windfarm Option Agreement and seventy five per cent (75%) of any rent paid to him under a Windfarm Lease.

12.5.2 that within 14 days of concluding either a Windfarm Option Agreement or a Windfarm Lease he shall give notice thereof to the Transferors together with full details of the sums due and payable thereunder

12.5.3 If any sums due and payable to the Transferees are not paid within 14 days of their receipt by him to pay to the Transferees interest on the unpaid sums at a rate equivalent to five per cent (5%) above the base rate of the major clearing banks (or such rate as shall have replaced base rate from time to time)

12.6 The Transferee covenants for himself and with intent and so as to bind his successors in title and so that the said covenants shall remain in force notwithstanding that the Transferees may have disposed of the Retained Land

12.6.1 Not to damage excavate plough up interfere with or alter the position of the Watercourses and not to do anything on the Property which might affect the direction or flow or volume of water entering the Watercourses

12.6.2 Not to intentionally pollute the Watercourses

12.6.3 Not to use the ponds forming part of the Watercourses save for the watering of livestock in his ownership

12.6.4 to make good any damage caused by him to the Watercourses to the reasonable satisfaction of the Transferors or their successors in title

12.7 The Transferee hereby covenants for himself and with intent and so as to bind his successors in title and so that the said covenants shall remain in force notwithstanding that the Transferees may have disposed of the Retained Land

12.7.1 Not to obstruct the Accessway

12.7.2 To make good to the Transferors reasonable satisfaction any damage caused to the Accessway or the Alternative Access save for any damage attributable to fair wear and tear

12.7.3 To contribute a fair proportion according to user of the costs reasonably incurred in maintaining the Accessway but so that the Transferee shall not be liable to contribute to the cost of improving the Accessway

12.8 The Transferee hereby covenants for himself and with intent and so as to bind his successors in title and so that the said covenants shall remain in force notwithstanding that the Transferees may have disposed of the Retained Land to join with the Transferors at their request in erecting a substantial bank and hedge double fenced boundary fence between the points marked "A" and "B" on the plan. The cost of this work shall be shared between the parties equally

12.9 The Transferee hereby covenants for himself and with intent and so as to bind his successors in title to observe and perform the covenants and stipulations contained or referred to in the Charges Register of title number CYM280728 in so far as they are still subsisting and capable of being enforced and

that he will indemnify the Transferors and their estates and effects from and against all actions costs claims demands and liabilities arising from any non performance or non observance thereof

Include words of covenant.

Restrictive covenants by the transferor

12.10 The Transferors hereby jointly and severally covenant with the Transferee for themselves and with intent and so as to bind the retained land and their successors in title and so that the said covenants shall remain in force notwithstanding that the Transferor may have disposed of the Property

12.10.1 To join with the Transferee in erecting a substantial bank and hedge double fenced boundary fence between the points marked "A" and "B" on the plan. The cost of this work shall be shared between the parties equally

12.10.2 Not to obstruct the Accessway

12.10.3 In the event of the sale of the Retained Land to erect forthwith and forever thereafter to maintain a good and sufficient stockproof fence (together with an agricultural gate 4 metres wide) between the points shown marked "C" and "D" on the plan annexed hereto"

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The transferor must execute this transfer as a deed using the space opposite. 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 (such as for a restriction), it must also be executed by the transferee.

13 Execution

Signed as a deed by CARL BRYAN PLATEL in the presence of:

Signature

Signature of witness

Name (in BLOCK CAPITALS)

Address

Signed as a deed by HELEN
PLATEL in the presence of:

Signature

Signature of witness

Name (in BLOCK CAPITALS)

Address

Signed as a deed by JOHN
WILLIAMS in the presence of:

Signature

J Williams

Signature of witness

Name (in BLOCK CAPITALS)

Address 4 Lias Road Borthcave CF36 3AH

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

that he will indemnify the Transferors and their estates and effects from and against all actions costs claims demands and liabilities arising from any non performance or non observance thereof

Include words of covenant.

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12.10.1 To join with the Transferee in erecting a substantial bank and hedge double fenced boundary fence between the points marked "A" and "B" on the plan. The cost of this work shall be shared between the parties equally

12.10.2 Not to obstruct the Accessway

12.10.3 In the event of the sale of the Retained Land to erect forthwith and forever thereafter to maintain a good and sufficient stockproof fence (together with an agricultural gate 4 metres wide) between the points shown marked "C" and "D" on the plan annexed hereto"

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13 Execution

Signed as a deed by CARL BRYAN PLATEL in the presence of:

Signature

Signature of witness

Name (in BLOCK CAPITALS) STEVEN KELLER

Address 18A Morthor Road

Whitchurch

Cardiff CF14 1DG

Signed as a deed by HELEN
PLATEL in the presence of:

Signature

Signature of witness

Name (in BLOCK CAPITALS)

Address

STEVEN KALER

18A Marlborough Road
Whitchurch
Cardiff CF14 1DG

Signed as a deed by JOHN
WILLIAMS in the presence of:

Signature

Signature of witness

Name (in BLOCK CAPITALS)

Address

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

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LEGEND
LAND TO BE CONVEYED
RIGHT OF ACCESS
LAND RETAINED BY VENDOR
HYDROLOGICAL RIGHT OF ACCESS
WATERCOURSE
HOLDING PONDS

dp architecture
56 Walter Road Swansea SA1 5PY
tel: 0792 466554 fax: 0792 466555 mob: 0777 585 3754
e-mail: info@dparchitecture.co.uk

8 February 2012
David and Sape

Job		Description	
Land Conveyance at Glanfryn Ortydd, Llanalltudog Glynogor, Bridgend		Conveyance Plan	
Scale	1 - 2500	Approval	
Date	01/01/12	Job No.	11 - 105