

ATTACHMENT 1 (3 PAGES)

make any payment or take any other action under the Coal-Mining (Subsidence) Act 1957 or any other legislation relating to subsidence damage for the time being in force in respect of such damage or arising therefrom or from the happening thereof

(b) to indemnify British Coal against all liability and expense and to waive any liability of British Coal to the Purchaser in respect of such subsidence damage as is referred to in the last preceding sub-clause to the Property or to any building structure or works thereon arising or incurred under or by virtue of legislation relating to subsidence damage

4. (i) The Purchaser hereby further covenants with British Coal that:

(a) ~~If the Property or any part thereof is used for any purpose other than for recreation or amenity purposes forthwith to notify British Coal in writing of such change of user~~

(b) ~~If the Property or any part thereof is used for any purpose other than for recreation or amenity purposes to pay to British Coal the market value of the Property to be ascertained as provided in sub-clause (ii)(a) hereof less the sum of £1.00 (being the amount of the consideration herein paid to British Coal by the Purchaser)~~

(ii) (a) The market value of the Property shall be a sum representing the full market value which the Property may be expected to realise on the Notice Date as hereinafter defined upon the assumption that the

RELEVANT:
EXTRACTS OF
COVENANTS
CONTAINED IN
THE CONVEYANCE
FROM THE N.C.B
20th OCT. 1988

Property is being sold in the open market by a willing seller to a willing purchaser subject to the terms of this conveyance other than this clause there being disregarded any effect on the said market value of the fact that the Purchaser has been in occupation of the Property

- (b) The Notice Date shall be the date on which British Coal affixed a notice in writing to the Property stating that the Property or any part thereof is being used for purposes other than for recreation or amenity purposes and requiring sub-clause (i)(b) hereof to be complied with

5. The Purchaser hereby further covenants with British Coal

- (a) not to dispose of or grant any interest in the Property or any part thereof to any person without obtaining from such person covenants in favour of British Coal in the terms of clauses 3 and 4 of this conveyance and without including in the relevant instrument a provision to the same effect as clause 6 hereof as to the perpetuity period
- (b) to secure that British Coal is made a party to any disposition or grant referred to in the last preceding sub-clause for the purpose of taking the benefit of the covenants in its favour in the terms of the covenants imposed by this conveyance and to furnish British Coal without cost to it with a duplicate of every instrument giving effect to any such disposition or grant such duplicate instrument to be duly stamped executed by every

person covenanting thereunder in favour of British Coal and supplied to British Coal within six weeks from the date of execution thereof But so that British Coal shall not be called upon to execute any such instrument

6 The perpetuity period applicable under the rule against perpetuities in relation to any provision in this deed to which the rule applies shall be of a duration equal to eighty years from the date hereof = 2068.

7. British Coal hereby acknowledges the right of the Purchaser to the production and delivery of copies of the documents specified in the Fourth Schedule hereto (the possession of which is retained by British Coal) and hereby undertakes with the Purchaser for the safe custody thereof

8. It is hereby certified that the transaction hereby 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 Thirty thousand pounds

IN WITNESS whereof the respective common seals of British Coal and of the Purchaser have been hereunto affixed the day and year first before written

THE FIRST SCHEDULE

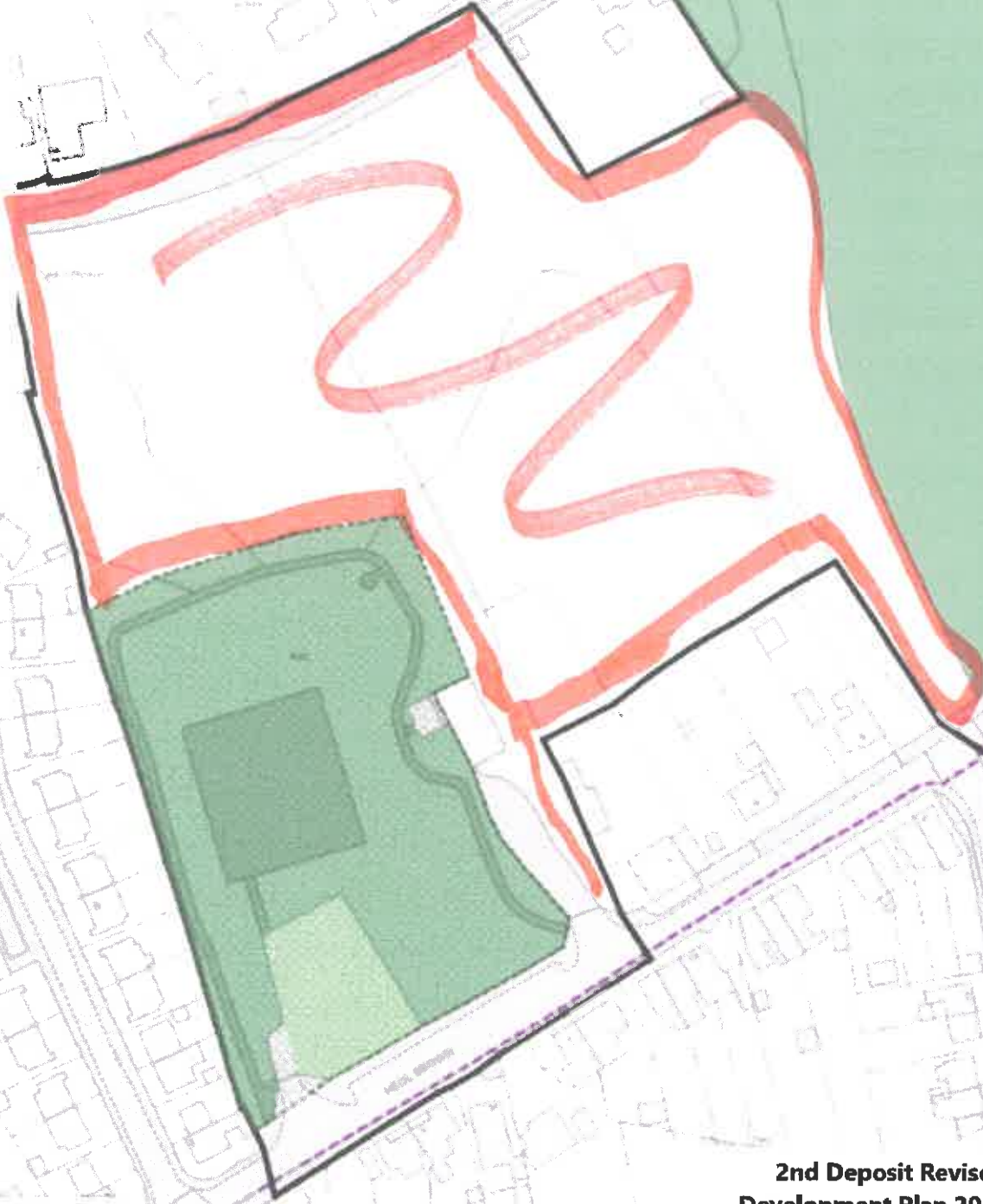
(Description of the Property)

ALL THAT plot of land lying between and in part adjoining Heol Brown and Hafod Road Tycroes in the Borough of Llanelli in the County of Dyfed and known as Wernos Park Tycroes aforesaid All

ATTACHMENT

18

2



English

20 m

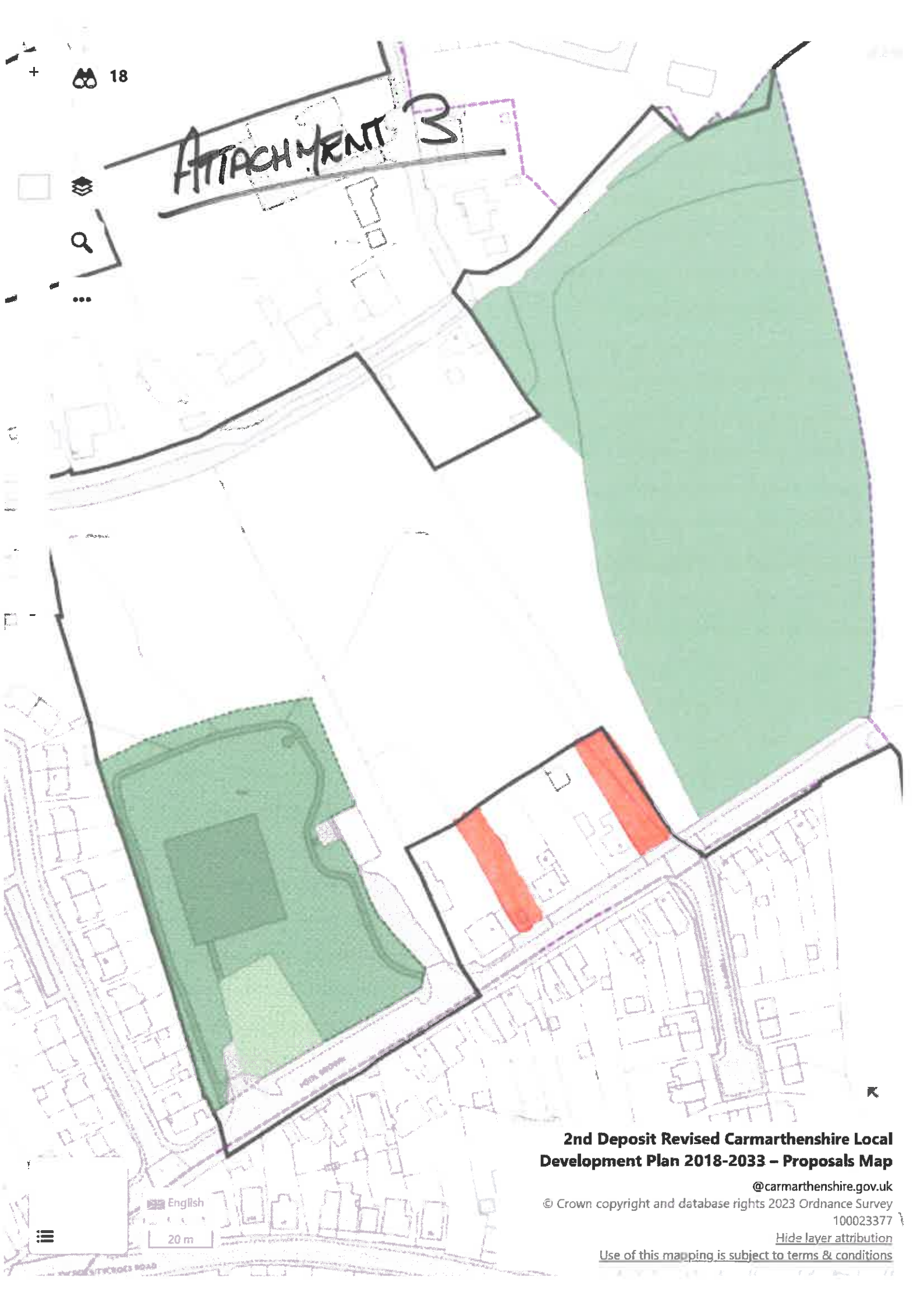
2nd Deposit Revised Carmarthenshire Local Development Plan 2018-2033 – Proposals Map

@carmarthenshire.gov.uk

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ATTACHMENT 3

2nd Deposit Revised Carmarthenshire Local Development Plan 2018-2033 – Proposals Map

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English

20 m



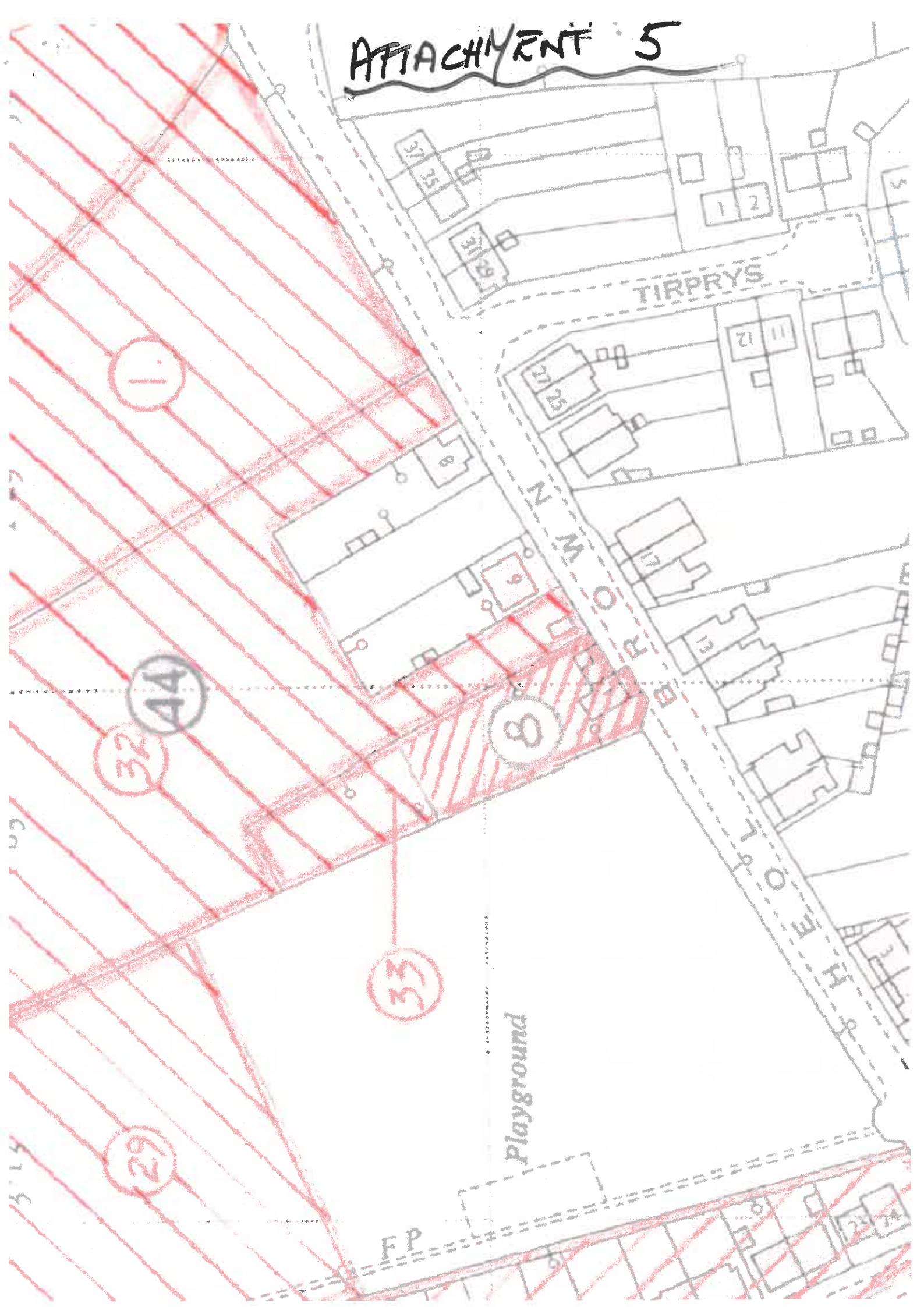
WILKINS CROSS ROAD

ATTACHMENT 4



ORIGINAL N.C.B. MAP ATTACHED TO 1988 CONVEYANCE SHOWING LAND ENCLOSED BY HEAVY LINE OF THE LAND BEING TRANSFERRED IN CONVEYANCE

ATTACHMENT 5





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ATTACHMENT 6

