

Meeting of:	<b>Cabinet</b>
Date of Meeting:	<b>Monday, 22 March 2021</b>
Relevant Scrutiny Committee:	Healthy Living and Social Care
Report Title:	Millwood Bowling Club – Lease
Purpose of Report:	To advise Cabinet of an objection to the proposal to issue a lease to Millwood Bowls Club.
Report Owner:	Cabinet Member for Leisure, Arts and Culture
Responsible Officer:	Miles Punter - Director of Environment and Housing
Elected Member and Officer Consultation:	Matt Sewell - Accountant Neighbourhood Services Lorna Cross - Operational Manager - Property Committee Reports - Legal Cabinet Member for Leisure, Arts and Culture
Policy Framework:	This report is a matter for Executive Decision by Cabinet.
Executive Summary:	<ul style="list-style-type: none"> <li>This is a Supplementary Report to the Report considered by Cabinet on 8 March 2021 in respect of the proposal to issue a lease to Millwood Bowls Club (Cabinet Minute C513 refers).</li> </ul>

## **Recommendations**

1. That Cabinet notes this Supplementary Report to the Report considered by Cabinet on 8 March, 2021 in respect of the proposal to issue a lease to Millwood Bowls Club.
2. That Cabinet notes the objection to the disposal of the Land by way of a lease to Millwood Bowling Club but having considered the objection, for the reasons contained in this report, approve the disposal of the Land to Millwood Bowling Club by way of Lease.
3. That authority is granted to the Monitoring Officer/Head of Legal and Democratic Services to execute the Lease.
4. That the objector be advised of this decision.

## **Reasons for Recommendations**

1. To note the late objections made in respect of the 8 March, 2021 Cabinet report.
2. That for the reasons set out in this report the Council sufficiently specified the Land within the advertisements published in the Barry and District newspaper in compliance with the requirements of Section 123(2A) of the Local Government Act 1972 (“the Act”) and, having considered the objection, the disposal of the Land can be progressed.
3. To complete the legal documentation required to grant the Lease of the Land to the Club.
4. To inform the objector of the decision.

## **1. Background**

- 1.1 Where an objection is received Cabinet are required to consider the objection before deciding whether to proceed with the disposal.
- 1.2 Additional late objections were received on 7 and 8 March, 2021 and the report to be considered by Cabinet on the [8 March, 2021](#) was deferred for further consideration at the next Cabinet meeting on 22 March, 2021.
- 1.3 The objections referred to are attached at Annex A to F which will be considered alongside the Millwood Bowls Club Report deferred from the Cabinet Meeting on 8 March, 2021.
- 1.4 The Monitoring Officer will provide verbal comments on the same at the Meeting on 22 March, 2021.

## **2. Key Issues for Consideration**

**2.1** One objection has been received in relation to the disposal of the Land. This objection has been attached at Appendix 'A' with the name of complainant removed.

**2.2** Officers' responses to the points contained within the objection are as follows:

**2.2.1 Point 1. The pdf copies of the published notices are attached to this report at Appendix 'C' and copies have been sent to the objector as requested.**

**Point 2.** It is not considered that the notice is misleading or insufficient in detail as the description of the Land in the advertisement as Millwood Bowling Club, Pontypridd Road is accurate. Millwood Bowling Club is the only bowling club called Millwood located close to Pontypridd Road in Barry. The Land is accessed via an unnamed road. The address provided to the objector is the registered address for Millwood Bowling Club at Companies House. The Local Land Gazetteer refers to the address as being Ffordd Cwm Cidi, Barry.

A plan was made available for public inspection on the Council's website which clearly identified the full extent of the Land.

**2.2.2 Point 3.** This is covered in point 2.2.2 above.

**2.2.3 Point 4.** This is not relevant to the disposal of the Land as it relates to the use of the Land as a polling station which does not affect the disposal of the Land. The polling station is located within the clubhouse and not on the Bowling Green itself.

**2.2.4 Point 5.** The land falls within the definition of Open Space in section 336 of the Town and Country Planning Act 1990. The Land was granted planning permission for the construction of a bowling green and bowling clubhouse by virtue of the planning application referred to in the objection. There is a restriction on the registered title of the Land not to use the land for any purpose save for an allotment or the construction of a septic tank except with the consent of the surveyor of Sir Samuel Romilly or his successors in title. Officers have not been able to locate any evidence that such consent was obtained. However, the Land has been a bowling green/club for over 30 years and there is no record of any party claiming to benefit from the covenant or seeking to enforce it. It is Officers' opinion that the existence of the restrictive covenant does not prevent the lease from being granted.

**2.2.5 Point 6.** The right of way referred to was to subsist only until a public roadway from Pontypridd Road was available to access the Land. The Land is accessed by adopted highway and via Council owned land.

**2.2.6 Point 7.** This is a general point relating to the disposal of open space by the Council and in particular makes reference to land not included within the Land which is the subject of the report. As set out in the objection the matters

referred to are being dealt with by way of FOI and shall be dealt with accordingly and are not specifically relevant to the disposal of the Land.

- 2.3** Section 123(2A) of the Act states the notice must specify the land in question. The Act does not clarify to what detail the land must be specified. Officers have considered the objection and believe the address used in the advertisement sufficiently identifies the land in question and that this site could not be confused with any other Bowls Club or any other land. A red line plan identifying the Land was available to the public on request and published on the Council website.

### **3. How do proposals evidence the Five Ways of Working and contribute to our Well-being Objectives?**

- 3.1** The fees previously charged for the use of Bowls facilities in the Vale of Glamorgan did not cover the costs associated with providing and maintaining the facilities. The new ways of working that the proposals are put forward in order to better guarantee the future provision of outdoor sports facilities in the County. The Council continues to manage their facilities in the context of diminishing resources and increasing competition whilst seeking to promote the benefits of sports and activities to well-being. These proposals are put forward in order to develop an approach where resources will be used sustainably to have a maximum impact, while working to improve physical activity in the Vale over the longer term.
- 3.2** Through amending the approach to the funding of outdoor sports provision, these proposals are seeking to guarantee the continuation of a Council service into the future hopefully preventing an inability to provide this service as resources became less and less over time.

The proposals in the 8 March, 2021 report will enable the Council to continue to work towards the Well-being Outcome, An Active and Healthy Vale and in particular work being undertaken to deliver our objective 'encouraging and promoting active and healthy lifestyles. Activities will also contribute to our objective of 'reducing poverty and social exclusion'. In delivering these objectives the Council will also be contributing to all of the national well-being goals, in particular 'a healthier Wales'.

- 3.3** Through the Council's transformational change programme, Reshaping Services, we have sought to ensure priority services are maintained at a time of budgetary constraints. By identifying new ways of working, these proposals build on existing work undertaken through Reshaping Services and ensure that the Council can continue to work towards the delivery of our Well-being Objectives.
- 3.4** The changes suggested in this report are reflective of the learning gained through the creation of community libraries in the Vale of Glamorgan. To implement changes to the provision of outdoor sports facilities, work will be undertaken in collaboration with the existing partners such as Town and Community Councils

and Glamorgan Voluntary Services, and with new parts, existing users of facilities to ensure these proposals are successful and do not work to the detriment of well-being across the Vale.

#### **4. Resources and Legal Considerations**

##### **Financial**

**4.1** There are no further Financial implications arising from this report.

##### **Employment**

**4.2** There are no employment implications.

##### **Legal (Including Equalities)**

**4.3** The site has been advertised as disposal of Open Space in accordance with the requirements of s123 (2A) of the Local Government Act 1972.

**4.4** The objection to the disposal of the Public Open Space has been considered but, for the reasons set out in section 2, Officers consider that the Land has been advertised in accordance with s.123(2A) of the Act and the disposal of the Land can be approved by Cabinet.

#### **5. Background Papers**

None.

**Re: Objection to intended disposal of land under section 123(2A) LGA 1972 by notices dated 26/11/2020 and 03/12/2020 – Millwood Bowling Club**

As the person who duly made an objection, I address Cllr McCaffer's Report to Cabinet that sits at 2pm tomorrow. For ease of reference paragraph numbering in the body of Cllr McCaffer's Report will be shown in parenthesis:

1. (2.2.1 – 2.2.2)

It is not accepted the land in the advertisement is accessed via 'an unnamed road'. The location of the Millwood Bowling Club was established in the original planning application 87/0460/REG4 as 'Land south-west of Broad Close, off Pontypridd Road'. The Club's registered address at Companies House is 'The Clubhouse, Broad Close Pontypridd Road, Barry, Vale of Glamorgan, United Kingdom, CF62 7LX. CF62 7LX is the postcode used for Broad Close properties.

2. (2.2.4)

- (i) The notices dated 26/11/2020 and 03/12/2020 were issued and advertised under s123(2A) LGA 1972 under which the definition of 'open space' is in accordance with s164 Public Health Act 1875 and s10 Open Spaces Act 1906. Therefore, Cllr McCaffer has fallen into error by incorrectly relying in her Report on the definition of 'open space' as falling within s336 TCPA 1990 (as amended).
- (ii) Deemed planning consent for application 87/00460/REG4 was granted on 21/12/1987. However, the land was not registered by the Council until 29/08/2007 under title CYM362025 which begs the question how could planning consent be granted in 1987 on un-registered land owned by the Council as successor in title by virtue of the 1935 Conveyance between the late Sir Samuel Romilly and the then Urban District Council of Barry?
- (iii) Section C of the Title Register CYM362025 makes reference to the restrictive covenants detailed in the 1935 conveyance it being inarguable that the restriction that the land be used for no other purpose than allotments is still extant. At the time of registering the land in 2007 Legal Services could have invoked the legal process to remove the legally binding restrictive covenant but chose not to do so. Therefore, it is submitted that due legal process must first be followed by Legal

Services to render the land unencumbered by the restriction BEFORE a lease can be granted else place the intended lessees at risk of being burdened by potential complicated legal consequences should anyone seek to claim the benefit of using the land for allotment purposes.

3. (2.2.5)

- (i) Cllr McCaffer has fallen into error again. Under the 1935 conveyance the 10-foot-wide access lane was subject to a covenant for use by foot passengers only and was NOT part of the land conveyed. The caveat that foot passenger rights would only subsist until such time as a public roadway from Pontypridd Road was available to the land was not attributable to this land – referred to in the 1935 conveyance as ‘Reservation 6’ – but to the land referred to as ‘Reservation 1’.
- (ii) The original 10-foot-wide access lane was widened to 4.5m to accommodate a vehicular access to the Bowling Club’s car park under planning consent 87/00460/REG4 at a time when under the express terms of the 1935 conveyance the access lane could only be used by foot passengers. Later, under 93/01017/OUT the now widened access lane along with adjacent land formerly in the curtilages of 115 and 117 Pontypridd Road (both demolished) was utilised to create the access point of the new spine road serving the Cwm Barry Farm Development. Under this consent the access to the Bowling Club and the car park layout constructed in accordance with 87/00460/REG4 were revised.
- (iii) It is submitted that vehicular rights have never, ever been lawfully granted to access the Bowling Club AND the Cwm Barry Farm Development subject to outline application 90/00248/OUT. It is not accepted that the Council at the time of granting planning consent for the Bowling Club under 87/00460/REG4 would not have known about the covenants in the 1935 conveyance. Likewise, when outline planning approval, 90/00248/OUT, was granted to the Land Authority to Wales on 17/11/1994 it is not accepted that both the Council and LAW were not privy to the historical background of this land - not least when the 1935 conveyance is mentioned in the s106 legal agreement made under the TCPA 1990 (as amended) that was signed and sealed by both parties.
- (iv) It will be for the Highways Authority and Legal Services who deal with s38 adoption under the HA 1980 to explain to Cabinet how the commencement of the new spine

road, named Ffordd Cwm Cidi, in which the original access lane was subsumed could become an adopted highway for use by vehicles in the absence of the successor in title to Samuel Romilly (DOD 14/03/1940) consenting to removing the 'foot passenger user only' covenant. Insofar as intended lessees of the Bowling Club are concerned, they could be further burdened by access issues as well as land use issues because Ffordd Cwm Cidi is the only means to the Club as well as the only means of access to the Cwm Barry Farm residential development.

4. (2.2.6)

- (i) My FOI request was not satisfied by the Council – I was instead pointed to the Land Registry. This was less than helpful when the Council refused to give me the title number under which it registered the approximately 3-acres of land conveyed to it under the 1935 conveyance for use as public open space. I am beginning to think the Council never registered this land parcel identified as 'Reservation 1' in the 1935 conveyance. Regardless of whether it did or did not this land parcel is relevant to the issue because the covenant that access to 'Reservation 1' for foot passenger use only under the terms of the 1935 conveyance was to be released once a public roadway from Pontypridd Road was available. The 'public roadway' later became 'available' to this land once Cwm Barry Way, Millwood Road and Hawthorn Road were laid out and became highways maintained at public expense - the access to the public open space being at the top of Hawthorn Road.
- (ii) This land parcel is relevant to the matter in hand as it proves that the Council habitually does not dispose of land it appropriates as open space or holds as public open space in a lawful manner. 'Reservation 1' is identified in the s106 legal agreement as an area of land, edged brown, comprising of 2.86acres and free of incumbrances.
- (iii) The land was not 'free of incumbrances' because it was covenanted under the 1935 conveyance to be used as public open space only. Both the Council and LAW ignored the covenant. On the 17/11/1994 the Council granted planning permission for residential development on public open space in Council ownership. It then sold the land to a LAW less than a week later on the 21/11/1994 for £800,000<sup>i</sup>. On the same day, 21/11/1994, the Council and Law signed and sealed a 'legal agreement' to the effect if anyone found out what they had done

they would share the cost of legal fee and the cost of any compensation awarded in favour of the aggrieved party. It was called the 'Contribution Agreement'. The point being that the s124(2A) LGA 1972 process was not followed but instead what I can only call a 'highly dodgy' agreement was entered into which I very much doubt was legal.

5.

- (i) I remind ALL the elected members of the Cabinet of the Members Code of Conduct and the Protocol on Member/ Officer Relations a laid out in the Council's Constitution. I submit that to approve the officer's recommendation to dispose of the land by way of a lease when the covenant the land be used as allotments is still extant and the means of access to the Bowling Club is not straightforward and indeed highly controversial then Cabinet would be breaching the Members Code of Conduct by acting unlawfully by knowingly placing potential burdens on lessees who more likely than not are ignorant of the historical covenants attached to land they intend leasing.
- (ii) To assist I attach the 1935 conveyance and the Title Register and Plan for CYM362025. I can assure Cabinet that these documents and all the relevant legal agreements, including the 'Contribution Agreement' referred to in paragraph 5(iii) above, will be contained in the Council's terrier that Ms Lorna Cross, who was consulted in the preparation of the Report, is responsible for.
- (iii) The Report under the head 'Background Papers' states 'None'. Frankly, Cabinet is being misled because this is not true – there are numerous 'Background Papers'. The problem facing the officers is that to disclose 'Background Papers' would show up the Council in a less than favourable light. Nevertheless, elected Members represent the electorate – they are NOT elected to protect the wrongdoings of past and present officers of the Council in their dealings with public open space.

07 March 2021

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<sup>i</sup> To the best of my knowledge the £800,000 was not used to support local facilities as would normally be expected from s106 monies.

Title number / Rhif teitl CYM362025

These are the notes referred to on the following copy of the title plan.

Dyma'r nodiadau y cyfeirir atynt ar y copi canlynol o'r cynllun teitl.

This is a copy of the title plan on 10 JAN 2021 at 07:48:53. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

Copi yw hwn o'r cynllun teitl ar 10 JAN 2021 am 07:48:53. Nid yw'r copi hwn yn ystyried unrhyw gais a gyflwynir ar ôl yr amser hwnnw hyd yn oed os yw'n aros i'w brosesu yng Nghofrestrfa Tir EM ar adeg darparu'r copi hwn.

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Nid yw'r copi hwn yn 'Gopi Swyddogol' o'r cynllun teitl. Derbynnir copi swyddogol o'r cynllun teitl fel tystiolaeth mewn llys i'r un graddau â'r gwreiddiol. Mae hawl gan berson i indemnïad gan y cofrestrydd os yw'n dioddef colled o ganlyniad i gamgymeriad mewn copi swyddogol. Os hoffech gael copi swyddogol, mae gwefan Cofrestrfa Tir EM yn esbonio sut i wneud hyn.

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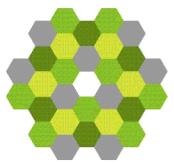
Mae Cofrestrfa Tir EM yn ymdrechu i sicrhau bod delweddau cynlluniau teitl o safon uchel a bod y raddfa yn gywir. Bydd ansawdd a chywirdeb unrhyw argraffiad yn dibynnu ar eich argraffydd, eich cyfrifiadur a'i osodiadau argraffu. Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell y terfynau. Gall fod gwyradau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr.

This title is dealt with by HM Land Registry, Wales Office.

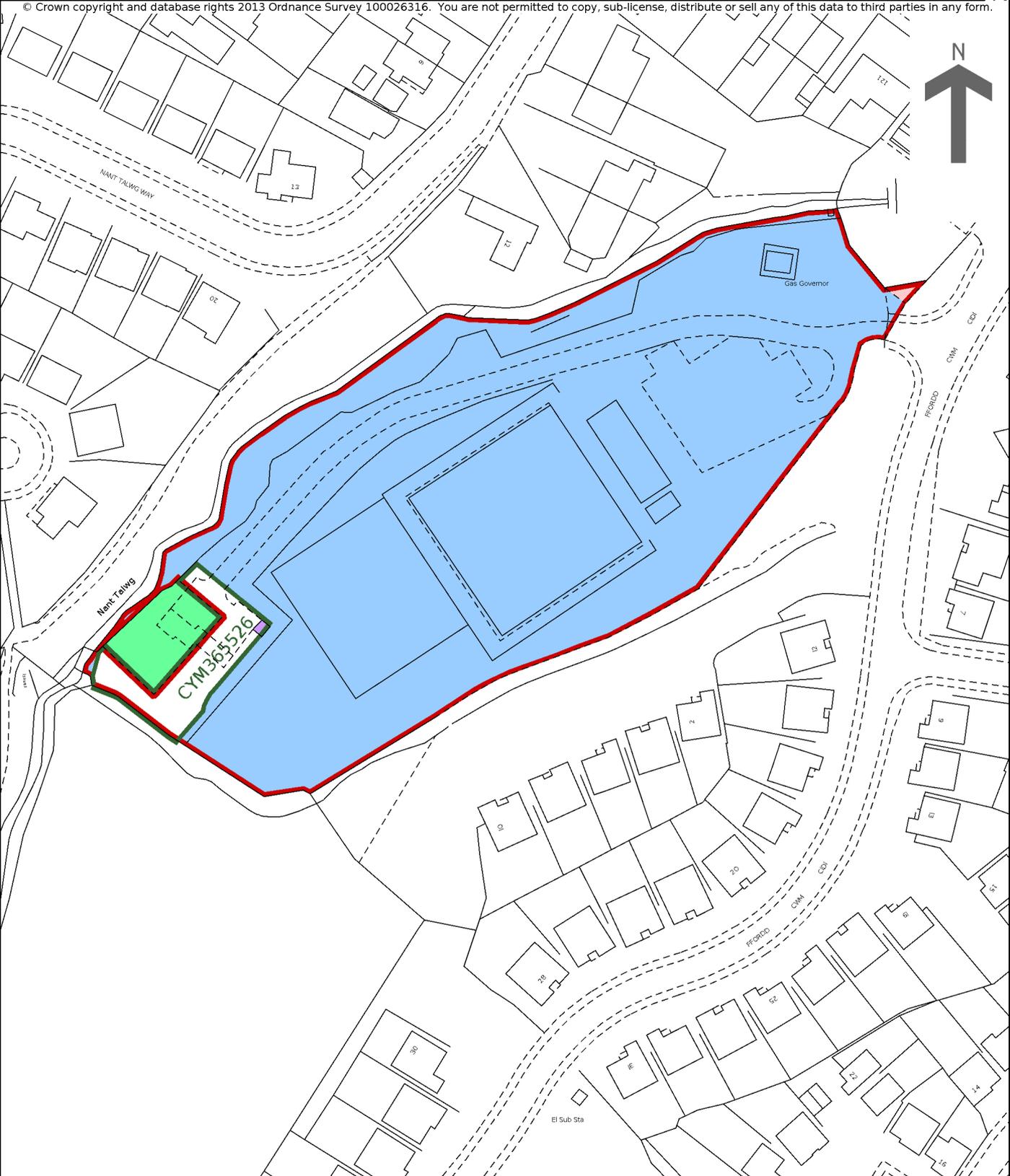
Gweinyddir y teitl hwn gan Gofrestrfa Tir EM Swyddfa Cymru.

# HM Land Registry Current title plan

Title number **CYM362025**  
Ordnance Survey map reference **ST0968SE**  
Scale **1:1250**  
Administrative area **The Vale of Glamorgan**  
**/ Bro Morgannwg**



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**This copy of the title plan is incomplete without the preceding notes page.**

**Mae'r copi hwn o'r cynllun teitl yn anghyflawn heb y dudalen flaenorol o nodiadau.**

Title Number : CYM362025

Rhif Teitl : CYM362025

This title is dealt with by HM Land Registry, Wales Office.

Gweinyddir y teitl hwn gan Gofrestrfa Tir EM Swyddfa Cymru.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Mae'r detholiad canlynol yn cynnwys gwybodaeth o gofrestr y teitl uchod. Darperir copi llawn o'r gofrestr gyda'r ddogfen hon a dylech ddarllen hwnnw er mwyn sicrhau bod y manylion cryno hyn yn gywir.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

Nid yw'r detholiad hwn na'r copi llawn yn 'Gopi Swyddogol' o'r gofrestr. Derbynnir copi swyddogol o'r gofrestr fel tystiolaeth mewn llys i'r un graddau â'r ddogfen wreiddiol. Mae hawl gan berson gael indemnïad gan y cofrestrydd os yw'n dioddef colled o ganlyniad i gamgymeriad mewn copi swyddogol.

This extract shows information current on 10 JAN 2021 at 07:51:51 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

Mae'r detholiad hwn yn dangos gwybodaeth sy'n gyfredol ar 10 JAN 2021 am 07:51:51 ac felly nid yw'n ystyried unrhyw gais a gyflwynir ar ôl yr amser hwnnw hyd yn oed os yw'n aros i'w brosesu yng Nghofrestrfa Tir EM ar adeg darparu'r detholiad.

REGISTER EXTRACT

DETHOLIAD O'R GOFRESTR

Title Number	: CYM362025
Rhif Teitl	
Address of Property	: Land on the western side of Ffordd Cwm Cidi, Barry
Cyfeiriad yr Eiddo	
Price Stated	: Not Available
Pris a Ddatganwyd	
Registered Owner(s)	: VALE OF GLAMORGAN COUNCIL of Civic Offices, Holton Road, Barry, The Vale Of Glamorgan CF63 4RU and of DX38553, Barry.
Perchnogion Cofrestredig	
Lender(s)	: None
Rhoddwr Benthyc	

## Title number / Rhif teitl CYM362025

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 10 JAN 2021 at 07:51:51. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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Copi yw hwn o gofrestr y rhif teitl isod. Mae'n dangos y cofnodion yn y gofrestr ar 10 JAN 2021 am 07:51:51. Nid yw'r copi hwn yn ystyried unrhyw gais a gyflwynir ar ôl yr amser hwnw hyd yn oed os yw'n aros i'w brosesu yng Nghofrestrfa Tir EM ar adeg darparu'r copi hwn.

Nid yw'r copi hwn yn 'Gopi Swyddogol' o'r gofrestr. Derbynnir copi swyddogol o'r gofrestr fel tystiolaeth mewn llys i'r un graddau â'r ddogfen wreiddiol. Mae hawl gan berson i indemnïad gan y cofrestrydd os yw'n dioddef colled o ganlyniad i gangymeriad mewn copi swyddogol. Os hoffech gael copi swyddogol, mae gwefan Cofrestrfa Tir EM yn esbonio sut i wneud hyn.

## 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.

THE VALE OF GLAMORGAN/BRO MORGANNWG

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the western side of Ffordd Cwm Cidi, Barry.

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

- 2 (24.09.2007) The land tinted blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered CYM365526 in green on the title plan dated 23 July 2007 made between (1) The Vale of Glamorgan Council (Transferor) and (2) Dwr Cymru Cyfyngedig (Transferee).

NOTE: Copy filed under title CYM365526.

- 3 (25.04.2013) 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 PROPRIETOR: VALE OF GLAMORGAN COUNCIL of Civic Offices, Holton Road, Barry, The Vale Of Glamorgan CF63 4RU and of DX38553, Barry.

## 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 (29.08.2007) A Conveyance of the land tinted blue on the title plan and other land dated 26 November 1935 made between (1) Samuel Henry Romilly and (2) The Urban District Council of Barry contains covenants.

*NOTE: Copy filed.*

- 2 (29.08.2007) By virtue of the Water Act 1973 the premises known as Nant Talwg Pumping Station and the rights of way over the adjoining land coloured green became vested in the Welsh Water Authority as from 1 April 1974.

NOTE 1: The Pumping Station is tinted green on the title plan

NOTE 2: The right of way over the land coloured green referred to is shown on the Conveyance dated 26 November 1935 referred to above.

- 3 (29.08.2007) The land tinted blue on the title plan is subject to the rights granted by a Deed of Grant dated 6 August 1990 made between (1) Vale Of Glamorgan Borough Council and (2) David Rosser Norman and Carole Mary Norman.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

- 4 (29.08.2007) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

The leases grant and reserve easements as therein mentioned.

- 5 (29.08.2007) As to the land tinted blue on the title plan the roads, footpaths and common accessways included in the title are subject to rights of way.

- 6 (29.08.2007) As to the land tinted blue on the title plan the land is subject to rights of drainage and rights in respect of the supply of water, gas, electricity, telecommunications and other services and ancillary rights of entry in respect thereof.

- 7 (10.11.2008) As to the land tinted pink on the title plan the land is subject to rights of drainage and rights in respect of the supply of water, gas, electricity and other services.

- 8 (17.12.2019) The land is subject to any rights that are granted by a Deed of Grant dated 16 December 2019 made between (1) Vale Of Glamorgan Council and (2) Dwr Cymru Cyfyngedig and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

## Schedule of notices of leases Atodlen prydlesai a nodwyd

Registration date and plan ref. Dyddiad cofrestru	Property description Disgrifiad eiddo	Date of lease and term Dyddiad a hyd	Lessee's title Teitl y prydlesai
1 tinted mauve	Nant Talwg Pumping Station	20.01.1995 21 years from 1 June 1995	

NOTE: Copy filed

Title number / Rhif teitl CYM362025

End of register / Diwedd y gofrestr

DRAKE DRIVER & LEAVER  
LIMITED  
Law Stationers &c.  
ROSEBERY AVENUE  
LONDON E.C.1.

*His*

COMMISSIONERS OF INLAND REVENUE  
ADJUDGED DULY  
23 STAMPED 36

23717  
24

CONVEYANCE is made the *Twenty-sixth* day of *November*



One thousand nine hundred and thirtyfive B E T W E E N SAMUEL HENRY ROMILLY of Huntington Park Kington in the County of Hereford Gentleman (hereinafter called "the Grantor") of the one part and the URBAN DISTRICT COUNCIL OF BARRY in the County of Glamorgan (hereinafter called "the Council") of the other part WHEREAS the Grantor is seized in unincumbered fee simple of FIRSTLY the piece or parcel of land situate to the west of and adjacent to a road known as Pontypridd Road Barry aforesaid comprising ten acres or thereabouts and more particularly shown with the abuttals and dimensions thereof coloured red cross hatched black on the plan attached hereto and thereon marked "Reservation Number 6" and SECONDLY the piece or parcel of land situate to the Southeast of and adjacent to the piece or parcel of land firstly described comprising three acres or thereabouts and more particularly shown with the abuttals and dimensions thereof coloured red on the said plan and thereon marked "Reservation Number 1" AND WHEREAS the Town Planning Scheme adopted by the Council by Resolution dated the twelfth day of September One thousand nine hundred and thirtyfive provides inter alia for the reservation of the piece of land firstly hereinbefore described for the purpose of Allotments and of the piece of land secondly hereinbefore described for the purpose of a Public Open Space AND WHEREAS the Grantor in order to develop his unbuilt on land adjacent to the said hereditaments has requested the Council to lay a sewer draining into a septic tank (or other suitable sewage disposal works) the site of which sewer with the dimensions thereof is shown on the said plan by the red line and the site of the said tank is shown on the said plan coloured red AND WHEREAS it has been agreed by and between the Grantor and the Council that in consideration of the Conveyance of the said hereditaments to the Council in fee simple the Council will forthwith at its own cost and expense cause the said sewer and septic tank or other suitable sewage disposal works to be laid and constructed upon the sites aforesaid.

1. NOW THIS DEED WITNESSETH that in pursuance of the said Agreement and in consideration of the covenants by the Council hereinafter contained

- (a) The Grantor as Beneficial Owner hereby conveys unto the Council the hereditaments firstly and secondly hereinbefore described TO HOLD the same unto the Council in fee simple but subject to all existing tenancies and as hereinafter provided;
- (b) The Grantor as Beneficial Owner hereby conveys unto the Council the right of access for foot passengers from Pontypridd Road aforesaid to the piece of land firstly hereinbefore described and
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conveyed for the purpose of Allotments over the strip of land ten feet wide shown coloured brown on the said plan for the purpose of access to the said piece of land;

(c) The Grantor until such time as there shall be a public roadway giving access from the Pontypridd Road aforesaid to the piece of land secondly hereinbefore described and conveyed hereby gives the Council its servants and licensees leave and license to pass and repass to the said piece of land over the strip of land ten feet wide shown coloured brown on the said plan Provided always such license shall not be deemed to vest in the Council or any person or the public any estate or interest in the land over which the license is granted or any right of way whether public or private and provided further that the Grantor reserves the right to suspend the license for a continuous period not exceeding twentyfour hours in any year and to vary from time to time the route by which the Council its servants and licensees may pass and repass under this license but subject as aforesaid such license shall until there shall be a public roadway as aforesaid be irrevocable.

2. THIS DEED FURTHER WITNESSETH that in pursuance of the said Agreement and in consideration of the Conveyance by the Grantor hereinbefore contained the Council covenant with the Grantor and his successors in title as follows :-

(a) Forthwith at its own expense to lay and construct the said sewer and septic tank or other sewage disposal works upon the sites and of the dimensions as aforesaid and where the sewer is laid in or on land of the Grantor not hereby conveyed upon completion of the work to make good the surface to the satisfaction of the Agent of the Grantor;

(b) Not to use the piece or parcel of land firstly hereinbefore described and conveyed for any purposes save for allotments and the construction of the said septic tank or other sewage disposal works except with the consent of the Surveyor for the time being to the Grantor or his Successor in Title;

(c) Not to use the ~~said~~ piece or parcel of land secondly hereinbefore described and conveyed for any purpose save a Public Open Space except with the consent of the Surveyor for the time being of the Grantor or his Successor in Title.

FOR the purposes of Stamp Duty the liability of the Grantor in respect of the costs of the sewage works and connections shall be deemed to be Six hundred Pounds.

IN WITNESS whereof the Grantor has hereunto set his hand and Seal and the Council have caused their Common Seal to be affixed the day and year first above written.

SIGNED SEALED AND DELIVERED by the said }  
SAMUEL HENRY ROMILLY in the presence of: }

Samuel Romilly 

Benjamin Henry Samuel Romilly  
Colonel (late) 5th Regt  
Huntington Park  
Kington  
Hertfordshire

DAILED 20 . NOVEMBER 1935

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S.H. ROLLILLY ESQ.,

to

URBAN DISTRICT COUNCIL OF BARRY.

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C O N V E Y A N C E

of

Two pieces of land adjacent to  
Pontypridd Road, Barry, in the  
County of Glamorgan for purposes  
of Allotments and Public Open  
Space.

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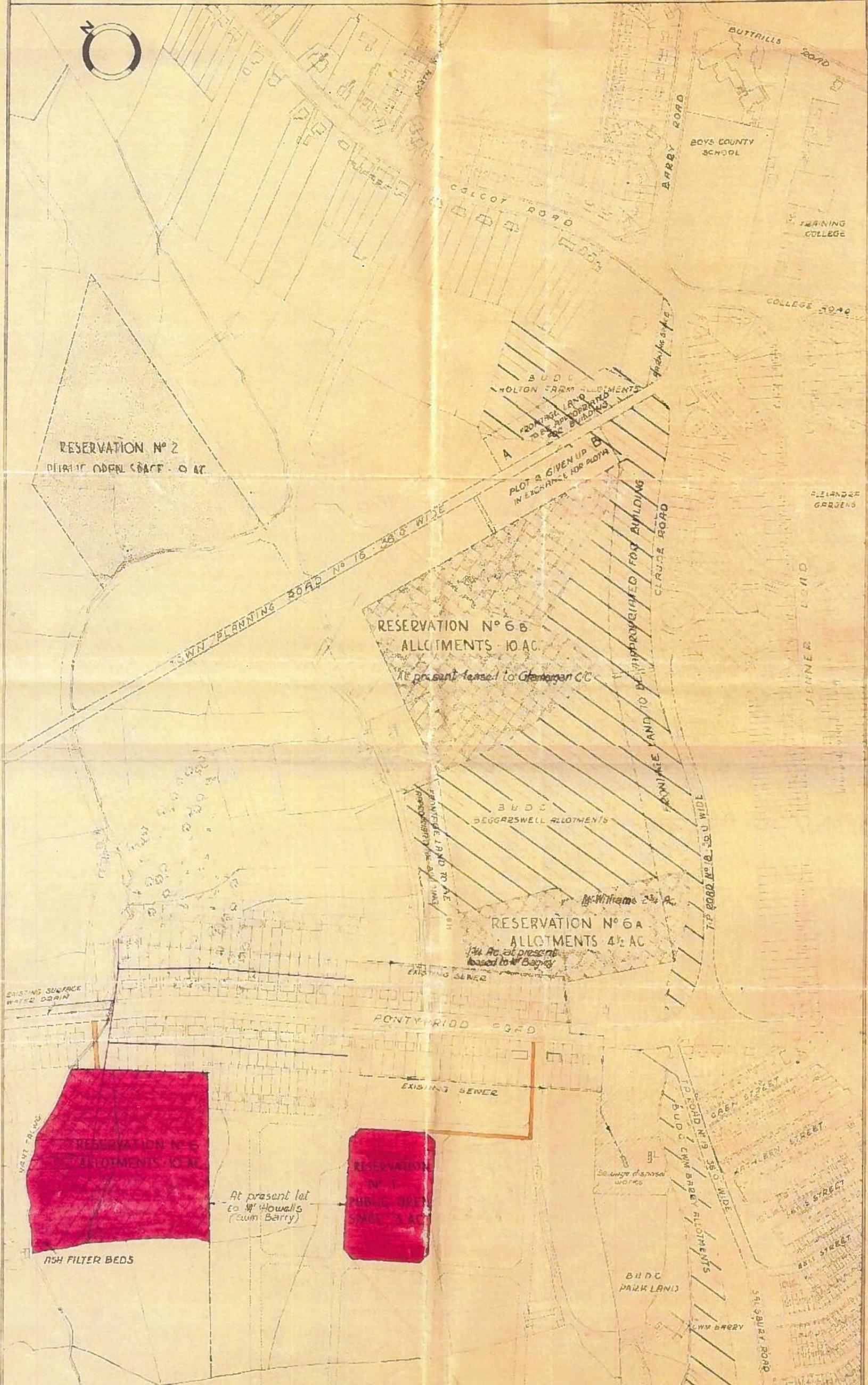
J.A. HUGHES & CO.,

BARRY

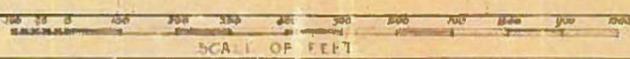
Memorandum:-

By virtue of the Water Act 1973. The premises known as Nant Tala  
Pumping Station (coloured Red) and rights of way over adjoining land (coloured Green)  
became vested in the Welsh Water Authority as from 1st April 1974.

BARRY URBAN DISTRICT COUNCIL  
 PONTYPRIDD ROAD DEVELOPMENT  
 PLAN REFERRED TO



APRIL 1955



SCALE OF FEET

E. R. HINCHLIFF F.S.I. SURVEYOR



*This land is referred to in the Memorandum  
of transfer under the water Act 1973*

**Re: Objection to intended disposal of land under section 123(2A) LGA 1972 by notices dated 26/11/2020 and 03/12/2020 – Millwood Bowling Club**

**ADDENDUM**

1. Reference was made in paragraph 4(iii) of my submission to Cabinet of 07 March 2021 to the 'Contribution Agreement' dated 21 November 1994 between the Vale of Glamorgan Council and the Land Authority for Wales ('LAW'). Whereas a copy will be held by the Council in its terrier I nevertheless attach a photocopy of the original agreement signed and sealed on behalf of the Council by Mr Peter Evans who was the Chief Legal Officer at the time and Mr Nicholas Neal Deputy Chief Executive and Legal Advisor for LAW.
2. Section 1 refers to the Vesting Declaration dated 10 October 1994. Relevant papers comprising the Compulsory Purchase Order dated 21 February 1994 and the vesting declaration itself are held. The access lane was included in the order land despite this land not being conveyed to then Barry Urban District Council by virtue of the 1935 conveyance only rights of access for foot passengers over it. This is cause of concern as it suggests the Secretary of State who confirmed the Compulsory Purchase Order on 18 April 1994 was misled about ownership of the access lane and gives weight to my argument that vehicular rights have never been lawfully created over the access to the Bowling Club AND the Cwm Barry Farm Development because the commencement of the spine road, Ffordd Cwm Cidi, had the access lane with foot passenger rights only subsumed within it.
3. The schedule in the agreement unequivocally makes reference to the covenants in relation to 'Reservation 6' and 'Reservation 1' in the 1935 conveyance. In regard to 'Reservation 6' part of this 10-acre landholding covenanted for use as allotments was appropriated by the Council for the development of the Millwood Bowling Club under 87/00460/REG4. Before doing so the Council should have sought release from this restrictive covenant from the successors in title of Samuel Henry Romilly. There is no evidence it did so. That said even if consent had been obtained from the successor(s) it would then have been necessary for the Council to seek consent from the Secretary of

State under the provisions of s8 of the Allotments Act 1925 to change use of the land for development purposes i.e., the Millwood Bowling Club.

4. I submit the 'Contribution Agreement' did not override the legally binding restrictive covenant and the statutory procedure that should have been followed under the provisions of s8 of the Allotments Act 1925. Both signatories, Mr Evans for the Council and Mr Neal for LAW were legally qualified so must have known that the 'Contribution Agreement' was an abuse of process and unlawful.
  
5. Cabinet is under a duty to take into full account of the historical wrong doings in the Council's dealings with the land the subject of the s123 (2A) notice in its decision making.

08 March 2021

DATED

21st November

1994

BETWEEN

VALE OF GLAMORGAN BOROUGH COUNCIL

- and -

LAND AUTHORITY FOR WALES

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A G R E E M E N T

---

- relating to -

Land at Cwmbarry, Barry  
South Glamorgan

*Contribution Agreement*

Nicholas G Neal Esq  
Deputy Chief Executive  
and Legal Adviser  
Land Authority for Wales  
Custom House  
Customhouse Street  
CARDIFF  
CF1 5AP

Ref: NGN72671

THIS CONTRIBUTION AGREEMENT is made the 21st day of November 1994 between the VALE OF GLAMORGAN BOROUGH COUNCIL (hereinafter called "the Council") which expression shall include the Council's statutory successors in title) and the LAND AUTHORITY FOR WALES (hereinafter called "the Authority" which expression shall include the Authority's successors in title) of Custom House Customhouse Street in the City of Cardiff

1. By a General Vesting Declaration dated 10th October 1994 and a Conveyance of even date herewith the Authority has vested title in itself and the Council have conveyed to the Authority two parcels of land which were comprised together with other land in Conveyance dated 26 November 1935 and made between Henry Samuel Romilly of the one part and Barry Urban District Council of the other part which Conveyance imposed restrictive covenants specified in the schedule hereto (the covenants)
  
2. It is hereby agreed between the Council and the Authority that should any person having the benefit of the covenants bring proceedings against the Council or the Authority in respect of any breach of the covenants which may affect the two parcels of land vested in and sold to the Authority then the Council and the Authority shall co-operate fully in the conduct of such proceedings and shall each pay

50% of the costs of such proceedings and 50% of any damages awarded against the Council or the Authority in respect of any breach of the covenants

Schedule

- a) not to use the piece or parcel of land firstly hereinbefore described or conveyed for any purpose save for allotments and the construction of the said septic tank or other sewerage disposal works except with the consent of the Surveyor for the time being to the Grantor or his successor in title
- b) not to use the piece or parcel of land secondly hereinbefore described and conveyed for any purpose save as a public open space except with the consent of the surveyor for the time being of the Grantor or his successor in title

IN WITNESS WHEREOF the parties hereto have executed this Agreement as their Deed the day and year first before written

THE COMMON SEAL of the  
VALE OF GLAMORGAN BOROUGH COUNCIL  
was affixed in the presence of

~~MAYOR~~



~~CHIEF EXECUTIVE~~ CHIEF LEGAL OFFICER



18225(ii)

THE COMMON SEAL of the  
LAND AUTHORITY FOR WALES

was affixed in  
the presence of



DEPUTY CHIEF EXECUTIVE AND LEGAL ADVISER