

**From:** [Abi Longman](#)  
**To:** [Metrowest1](#)  
**Subject:** Re: Your ref: TR040011 [BURGES-WORK.FID8659927]  
**Date:** 21 July 2020 17:50:07  
**Attachments:** [WORK\\_31218527\\_1\\_Executed Transfer dated 9 April 2018.PDF](#)

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Dear Sirs

Thank you for your letter of 16 July 2020.

We confirm that the Property is no longer subject to escheat pursuant to completion of the attached transfer dated 9 April 2018. In practical terms this means that The Crown Estate should not be considered an interested party moving forward.

Yours faithfully

Abi

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**Abi Longman**

Chartered Legal Executive

[Burgess Salmon LLP](#)

T: +44 (0) 117 902 7295

Secretary/PA: Mandy Moore

T: +44 (0) 117 307 6027

[www.burgess-salmon.com](http://www.burgess-salmon.com)

[Burgess Salmon](#)



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DATED

9<sup>TH</sup> APRIL

2018

THE CROWN ESTATE COMMISSIONERS

- to -

NORTH SOMERSET DISTRICT COUNCIL

TRANSFER

of

LAND ON THE SOUTH WEST SIDE OF SEVERN ROAD, PILL, NORTH  
SOMERSET

  
**Burgess  
Salmon**

The Crown Estate  
1 St James's Market  
London SW1Y 4AH

Ref: AL12/31932.5801

H M LAND REGISTRY

Land Registration Act 2002

County and District (or London Borough) : North Somerset  
Title No :  
Property : The Property hereby transferred shortly known as land on the south west side of Severn Road, Pill, North Somerset  
Former Title No AV156273

THIS TRANSFER is made the 9<sup>TH</sup> day of APRIL Two thousand and Eighteen

BETWEEN:

- (1) THE QUEEN'S MOST EXCELLENT MAJESTY
- (2) THE CROWN ESTATE COMMISSIONERS on behalf of Her Majesty acting in exercise of the powers of the Crown Estate Act 1961 ("the Commissioners") and
- (3) NORTH SOMERSET DISTRICT COUNCIL whose registered office is at Town Hall, Walliscote Grove Road, Weston-Super-Mare, BS23 1UJ ("the Purchaser" which expression shall where the context so admits include the successors in title of the Purchaser)

WHEREAS

- (1) Immediately before its dissolution as mentioned below Advanced Transport Projects (Property) Limited ("the Company") was the Registered Proprietor with freehold title absolute of the premises comprised in the registered title ("the Former Title") registered under the Former Title Number and shortly known as land on the south west side of Severn Road, Pill, North Somerset
- (2) (a) Upon the dissolution of the Company the freehold estate of the Company in the said premises vested in the Crown under s.1012 of the Companies Act 2006  
(b) On 31 March 2016 notice of disclaimer was given by the Crown's representative that is to say the Treasury Solicitor which was expressed to take effect as a disclaimer of the Crown's title to the said premises
- (3) It is apprehended that the said premises thereupon became subject to escheat to Her Majesty
- (4) The Commissioners have agreed with the Purchaser for the sale to the Purchaser in manner hereinafter appearing of such fee simple estate in respect of the said premises subject to escheat as Her Majesty may now be able to grant ("the Property") for the sum mentioned below
- (5) The Commissioners have at no time prior to the date of this Transfer taken possession or control of the said premises or entered into occupation thereof or effected any actual or presumed acts of ownership or management in regard thereto

NOW THIS DEED WITNESSETH as follows:-

- 1 In consideration of the sum of TEN THOUSAND POUNDS (£10,000) now paid by the Purchaser to the Commissioners (the receipt whereof the Commissioners hereby acknowledge) the Commissioners to the extent they are able to do so HEREBY GRANT AND TRANSFER unto the Purchaser with no title guarantee ALL THAT the Property TO HOLD the same unto the Purchaser in fee simple
- 2 SUBJECT TO (so far as affecting the Property or any part thereof and so far as now subsisting and capable of being enforced and whether legal or equitable and whether or not subsisting at the date of the said disclaimer above referred to or arising thereafter) all (if any):
  - (a) estates and interests
  - (b) incidents of tenure
  - (c) leases tenancies mortgages and charges
  - (d) overriding interests cautions notices and restrictions
  - (e) easements rights quasi-easements rights of common public or other rights
  - (f) covenants restrictions stipulations exceptions reservations and other provisions
  - (g) prescriptive rights or rights or interests which may arise by reason of any enactment relating to the limitation of actions
  - (h) rights of any person to obtain a vesting order in respect of the Property
  - (i) rights or interests of any person by reason of the Landlord and Tenant Act 1987
  - (j) the rights of any person should any dissolution or disclaimer recited above not be valid or be declared void or (in the case of a company struck off the Register of Companies) should the Company be restored to the Register
  - (k) tithe redemption annuity or liability to contribute to the repair of the chancel of a parish church
  - (l) orders notices agreements or conditions or other matters which may be made or promulgated by any competent authority
  - (m) land charges local land charges or matters relating to town and country planning
  - (n) rights interests restrictions or burdens of whatsoever nature originating in statute and not mentioned above
  - (o) any outgoing of whatsoever nature not referred to above
  - (p) interests rights obligations incumbrances outgoing burdens or incumbrances of whatsoever nature not mentioned above and whether or not similar to anything mentioned above
- 3 INCLUDING (but without prejudice to the generality of the foregoing):
  - (a) the covenants conditions stipulations or other provisions contained or referred to in the Property and Charges Registers of the Former Title
  - (b) all other deeds documents and matters to which the Property is subject (if any)
- 4 The Purchaser HEREBY COVENANTS with Her Majesty and Her Successors and as a separate covenant with the Commissioners:

- (a) At all times hereafter to observe and perform by way of indemnity only all (if any) the covenants whether positive or negative restrictions stipulations provisions and obligations of whatsoever nature which now affect or relate to the Property or any part thereof so far as the same are still subsisting and capable of being enforced including (but without prejudice to the generality of the foregoing):
  - (i) the covenants contained or referred to in the Charges Register of the Former Title
  - (ii) the freeholder's covenants or agreements express or implied comprised in any leases or tenancies now subsisting and affecting the Property
  - (iii) the provisions of all other deeds documents and matters to which the Property is subject (if any)
- (b) Not to use or permit or suffer the Property or any part or parts of the Property to be used for any purposes other than:
  - (i) the construction and use of a railway including any use ancillary thereto; and/or
  - (ii) the parking of motor vehicles for use by the general public and customers of the railway and any use ancillary thereto
- (c) This Transfer is made on the condition that in case there shall at any time be a breach of the covenants in Clause 4 (b) or the Property or any part or parts of the Property shall be used otherwise than in accordance with the restrictions set out in this Clause 4 the Commissioners may (without prejudice to any other right or remedy that may have arisen and notwithstanding any actual or constructive waiver of any previous right or remedy) on behalf of Her Majesty and Her Successors at any time re-enter upon and retain possession of the Property free from encumbrances or any derivative estates or interests in the Property as fully and effectually in all respects as if these presents had not been made
- (d) To indemnify and keep indemnified Her Majesty and Her Successors and the Commissioners and the Crown Estate against all actions proceedings costs claims demands and liabilities arising before or after the date of the said disclaimer or the date of this Transfer and relating in any way to the foregoing matters or to the matters which this Transfer is made subject to or to the Property or any part of the Property or to an estate interest or right in respect of or claimed by any person in respect of the Property or any part of the Property or (in the case of a company) to the making of an order declaring any dissolution of the Company to have been void or restoring the name of the Company to the Register
- (e) To pay all Value Added Tax (if any) arising in connection with this Transfer
- (f) To pay on demand and to indemnify Her Majesty and the Commissioners against all legal costs and disbursements of the Commissioners together with any Value Added Tax in connection therewith

5 IT IS HEREBY AGREED AND DECLARED as follows:

- (a) Where an obligation is entered into in favour of Her Majesty or the Commissioners and the party bound by the obligation comprises for the time being more than one person such obligation shall be deemed to be a joint and several obligation
- (b) Words importing one gender import any other gender words importing the singular import the plural and vice versa and any reference to a person includes a reference to a company or other body or legal entity and vice versa

- (c) No covenant or indemnity or other provision of this Deed relating to a liability incumbrance or burden which affects or may affect the Property or the owner thereof shall be taken as implying that the same affects or binds or may affect or bind Her Majesty or the Commissioners

IN WITNESS whereof this Deed was executed on the day and year first above written

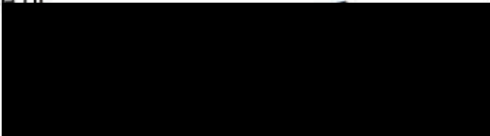
THE OFFICIAL SEAL of THE CROWN )  
ESTATE COMMISSIONERS hereunto affixed )  
was authenticated by:- )



[Redacted Signature]

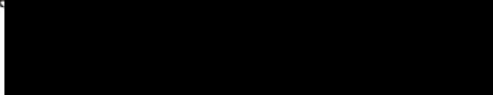
**David Robert Booth**  
Authorised by the Crown Estate Commissioners

Executed as a DEED )  
by affixing the COMMON SEAL of )  
NORTH SOMERSET DISTRICT COUNCIL )  
in the presence of:



17941

Head of Legal and Democratic Services .....



(Name in BLOCK CAPITALS)

Solicitor for the Council .....

(Name in BLOCK CAPITALS)