



Edition date : 29 September 1988

Entry No.	A. PROPERTY REGISTER <small>containing the description of the registered land and the estate comprised in the Title</small>
	COUNTY DISTRICT OXFORDSHIRE SOUTH OXFORDSHIRE
1.	(4 April 1985) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south side of Elsfeld Road, Old Marston.
2.	The land was formerly copyhold of the Manor of Headington and the rights saved to the lord by the 12th Schedule of the Law of Property Act, 1922 are excepted from the registration.

Entry No.	B. PROPRIETORSHIP REGISTER <small>stating nature of the Title, name, address and description of the proprietor of the land and any entries affecting the right of disposing thereof</small>
	TITLE ABSOLUTE
1.	(29 September 1988) Proprietor(s): MARSTON PARISH COUNCIL of 31 Oxford Road, Marston, Oxford, OX3 0PQ.
2.	(29 September 1988) RESTRICTION: No disposition or other dealing by the proprietor of the land is to be registered without the consent of the Charity Commissioners or an order of the registrar.

Entry No.	C. CHARGES REGISTER <small>containing charges, incumbrances etc. adversely affecting the land and registered dealings therewith</small>
1.	The land is subject to rights of drainage and rights in respect of water and other services.
2.	(29 September 1988) A Transfer of the land in this title dated 28 September 1988 made between (1) John Wilson Cooper and John Leslie Chaundy (Donors) and Marston Parish Council (Donees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Item No.	SCHEDULE OF RESTRICTIVE COVENANTS
1.	The following are details of the covenants contained in the Transfer dated 28 September 1988 referred to in the Charges Register:-  "The Donees hereby covenants with the Donors so as to benefit the land edged with blue on the plan bound up within or any part or parts thereof



Item No.	SCHEDULE OF RESTRICTIVE COVENANTS <small>(continued)</small>
	and so far as to bind the land hereby transferred into whosoever hands the same may come but not so as to render the Donee personally liable in damages for any breach of a restrictive covenant after the Donee shall have parted with all interest in the land hereby transferred as follows:  1. The land edged red on the said plan shall be used for public recreation by the villagers of Old Marston only and shall forever be maintained as an open space for formal or informal recreation except as hereinafter provided.  2. There shall be no riding of horses or motorcycles or cycles on the land edged red on the said plan and the use of such land edged red on the said plan (except as hereinafter provided) shall be limited to pedestrians and domestic animals only.  3. No building shall at any time be erected on the land edged red on the said plan save for one building which shall be a shelter or store for the purposes of maintaining the land edged red on the said plan and such building shall be designed to be in keeping with the open space and shall be constructed principally of timber.  4. Notwithstanding the restrictions on user hereinbefore mentioned a car park will be permitted on the area hatched black on the said plan and the cemetery may be extended into the area cross-hatched black on the said plan.  5. The land edged red on the said plan shall not be used for housing or for the erection of any commercial buildings or trade nor to provide access to the adjoining land on the south or east sides of the land edged red on the said plan.  6. At any time hereafter the Donor may give notice in writing to the Donee to erect within four months of the date of the notice along the boundary marked D-E on the said plan a treated softwood post and three rail fence to a height of 1.2 metres with posts at 2 metre intervals and will on the east side of the fence plant and thereafter maintain a quickthorn hedge the cost of the said fence and hedge and its erection/plantation to be borne jointly by the Donor and Donee.  With the intention of binding the land hereinafter mentioned in perpetuity for such user the Donee hereby declares that the land shown edged green on the said plan shall be held by the Donee UPON TRUST for the perpetual use thereof by the Parishioners of the Parish of Marston for the purpose of exercise and recreation only."  <i>NOTE:-Copy plan in Certificate. Copy plan filed.</i>

\*\*\*\*\* END OF REGISTER \*\*\*\*\*

NOTE A: A date at the beginning of an entry is the date on which the entry was made in the Register.

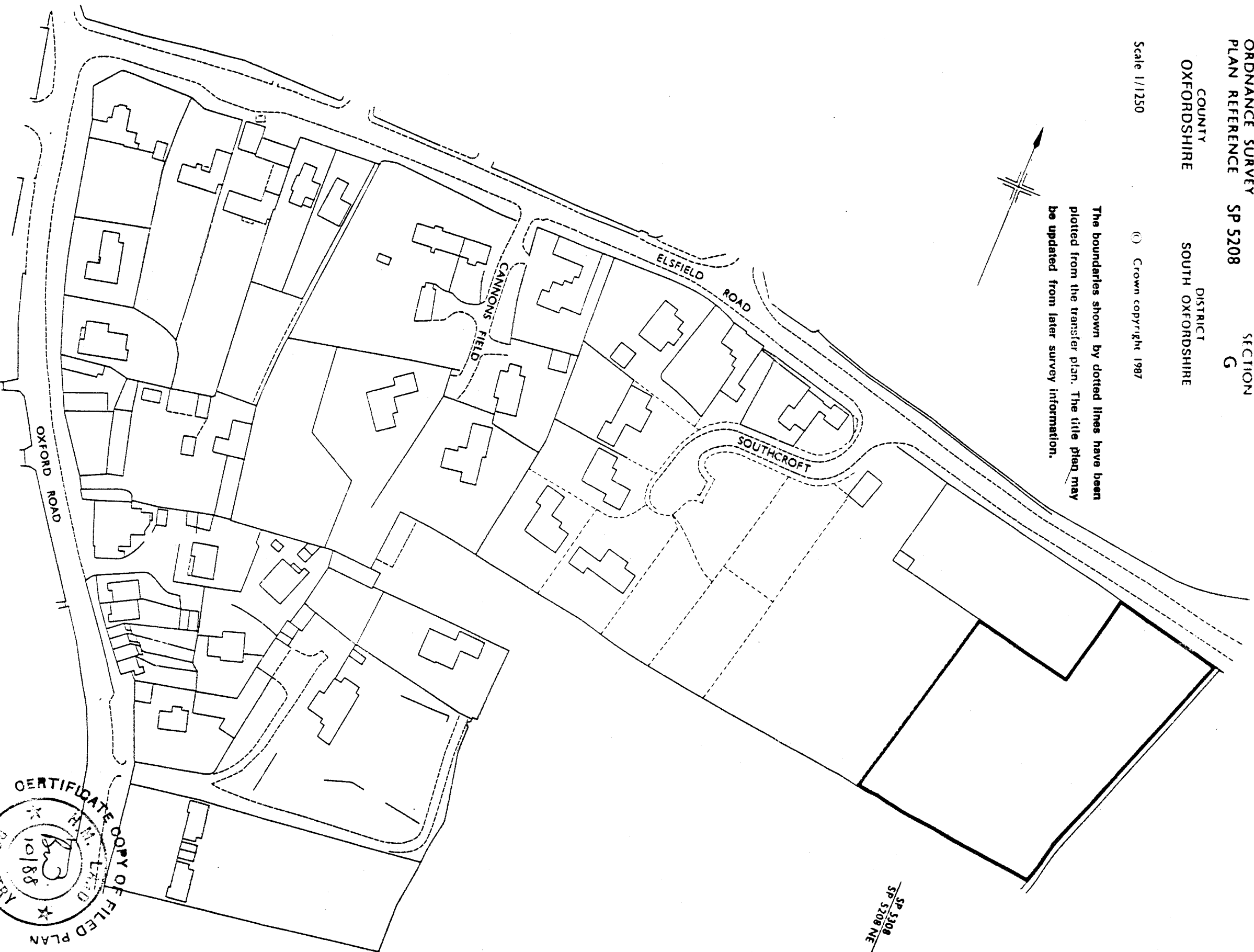
NOTE B: This certificate was officially examined with the register on **29 September 1988**. This date should be stated on any application for an official search based on this certificate.

ORDNANCE SURVEY SECTION  
PLAN REFERENCE SP 5208 G

COUNTY DISTRICT  
OXFORDSHIRE SOUTH OXFORDSHIRE

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The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.



SP 5308  
SP 5208 NE

TITLE No. ON 119197

