



Edition date : 29 September 1988

Entry No.	<b>A. PROPERTY REGISTER</b> containing the description of the registered land and the estate comprised in the Title
	<div>COUNTY DISTRICT</div> <div>OXFORDSHIRE SOUTH OXFORDSHIRE</div>
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 Elsfield 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>B. PROPRIETORSHIP REGISTER</b> stating nature of the Title, name, address and description of the proprietor of the land and any entries affecting the right of disposing thereof
	<b>TITLE ABSOLUTE</b>
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.	<b>C. CHARGES REGISTER</b> containing charges, incumbrances etc., adversely affecting the land and registered dealings therewith
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.	<b>SCHEDULE OF RESTRICTIVE COVENANTS</b>
1.	<p>The following are details of the covenants contained in the Transfer dated 28 September 1988 referred to in the Charges Register:-</p> <p>"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</p>

Continued on the next page



Item No.	SCHEDULE OF RESTRICTIVE COVENANTS (continued)
	<p>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:</p> <ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li><li>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.</li><li>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.</li><li>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.</li></ol> <p>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."</p> <p><i>NOTE:-Copy plan in Certificate. Copy plan filed.</i></p>

\*\*\*\*\* 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.



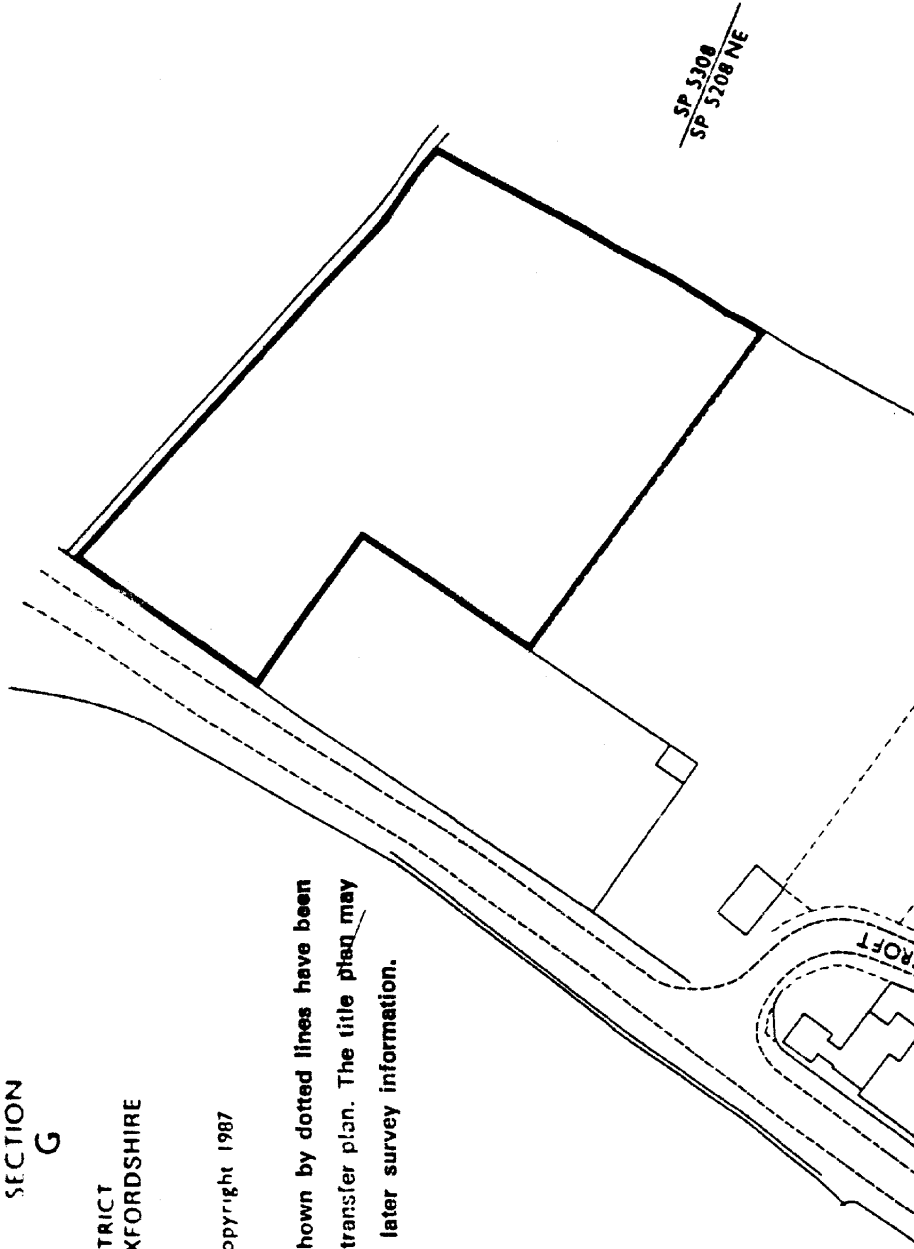
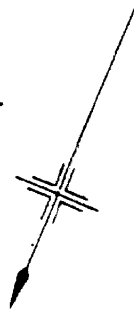
**TITLE No. ON 119197**

ORDNANCE SURVEY  
PLAN REFERENCE SP 5208 SECTION G  
COUNTY DISTRICT  
OXFORDSHIRE SOUTH OXFORDSHIRE

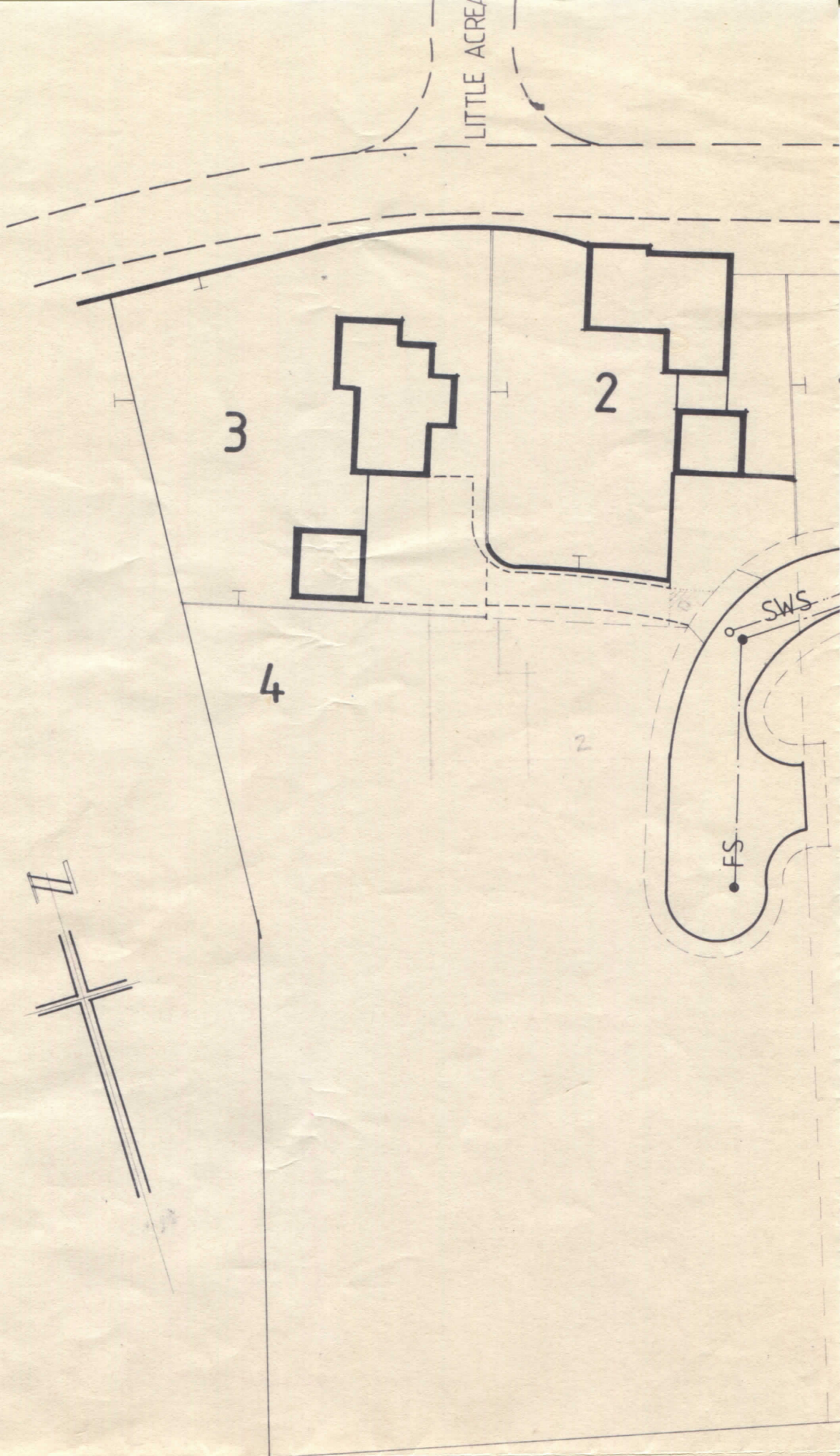
Scale 1/1250

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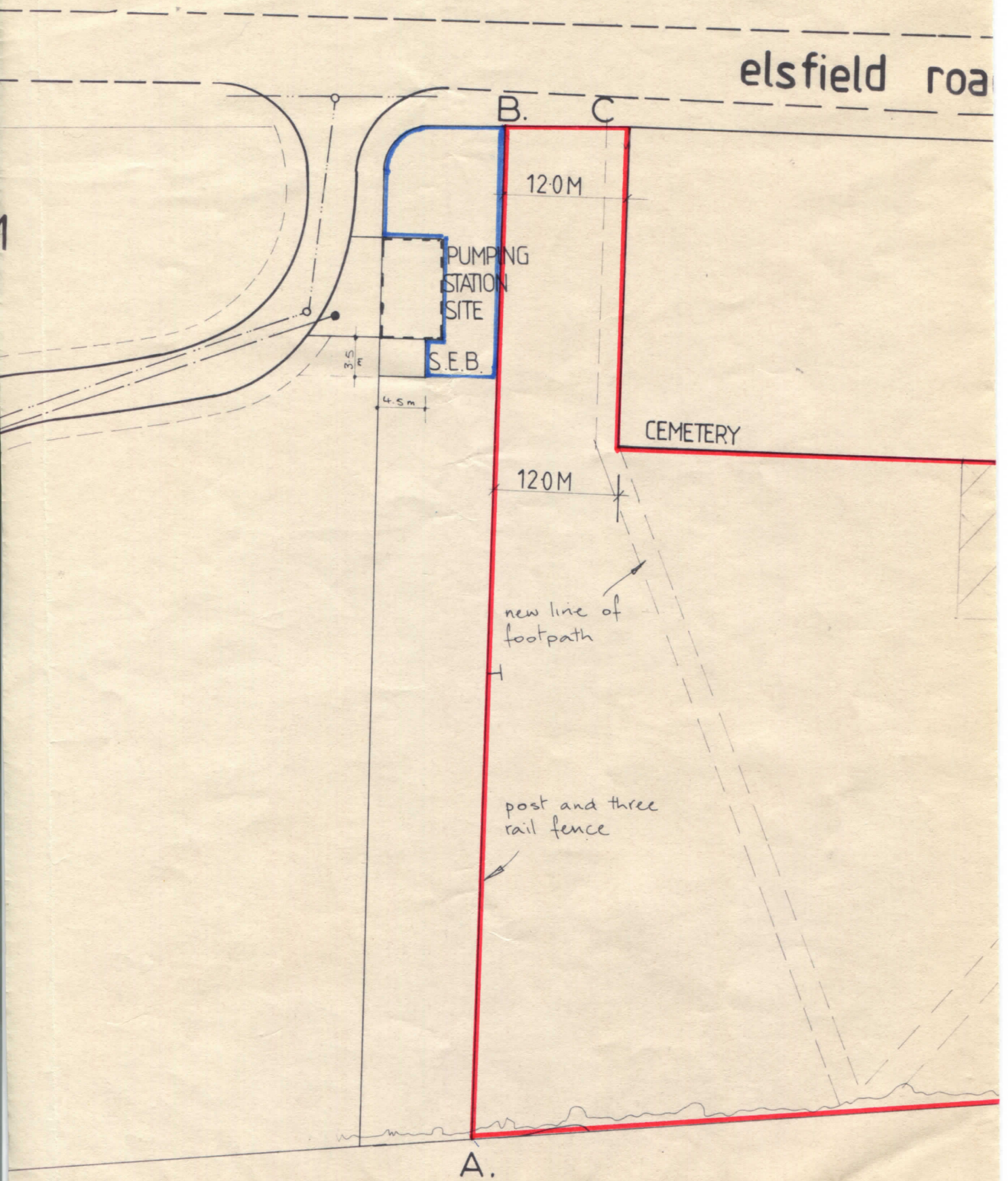
The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.



LITTLE ACRES



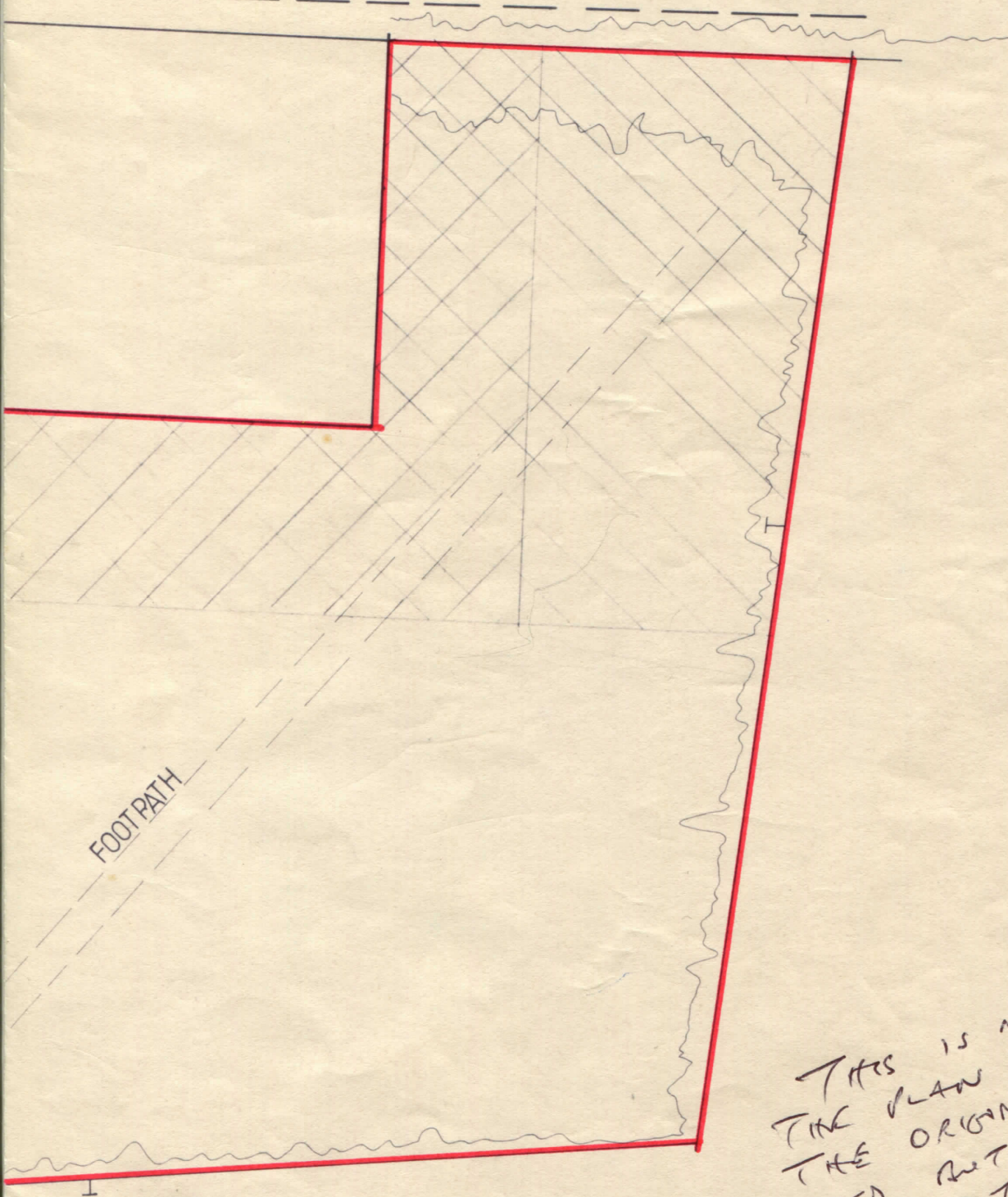




DEVELOPMENT OFF ELSFIELD ROAD, OL



d.



THIS IS NOT  
THE PLAN IN  
THE ORIGINAL  
DEED BUT IS  
BELIEVED TO BE  
IDENTICAL  
COPY OF DEED PLAN  
FOLLOWS  
WITH  
REGISTRY  
CERTIFICATE

D MARSTON.

Drawing No : 83/5/d.  
December : 1985.

Stamp pursuant to section 28  
of the Finance Act, 1931, to be  
impressed here

*When the transfer attracts Inland Revenue duty, the stamps should be impressed here before lodging the transfer for registration*

*\*Use form 20 when restrictive covenants are not being created.*

## TRANSFER OF PART IMPOSING FRESH RESTRICTIVE COVENANTS\*

(Rule 135 Land Registration Rules 1925)

The title number allotted to the land transferred will on registration be officially entered opposite.

County and district } OXFORD SOUTH OXFORDSHIRE  
(or London borough) }

Title number(s)..... ON 89558

Property Land on the south side of Elsfield Road,  
Old Marston

Date 28<sup>th</sup> September 1988

In consideration of the premises and by way of gift

(1) *Strike out if not required.*

(2) Insert in **BLOCK LETTERS**, full name(s), postal address(es) and occupation(s) of the proprietor(s) of the land.

If desired or otherwise as the case may be. (See rules 76 and 77).

(4) Insert in BLOCK LETTERS full name(s), postal address(es) and occupation(s) of transfer-ee(s) for entry on the register.

(5) On a transfer to a Company registered under the Companies Acts insert here the Companies registration number if entry thereof on the register is desired.

(6) See notes as to plan on page 4.

[illegible]

(2) WE JOHN WILSON COOPER of 4 Cannons Field, Old Marston,  
Oxfordshire and JOHN LESLIE CHAUNDY of 3 Cannons Field, Old  
Marston. Oxfordshire

(hereinafter called "the ~~Transferor(s)~~ Donor(s)") (3) as beneficial owner(s) hereby transfer(s) to:

(4) MARSTON PARISH COUNCIL  
31 Oxford Road  
Marston  
Oxford. OX3 0PQ

(hereinafter called "the Transferee") (Company registration number.....)

the land shown and edged with red on the (b) plan bound up within and known as  
land to the south side of Elsfield Road, Old Marston,  
Oxfordshire

being part of the land comprised in the title above mentioned



of the land  
on the title above

Strike out words in  
brackets if not required.

The Trustees hereby covenants with the Donee that the land hereby

blue on the plan bound up within or any part or parts thereof 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 XXXXXXXX

personally liable in damages for any breach of a restrictive covenant after the Donee XXXXXXXX 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.

B. See rider

If this space is not sufficient, additional sheets may be used, providing they are securely sewn hereto: the execution and attestation should then be added at the end.

We certify that this is a true and accurate copy of the original

Morland and Son

(12) Or other officers authorised by the articles of association, statute, charter, etc. (See footnote).

(13) For use when the transferor(s) is/are individuals. Strike out when not required.

(10) If a certificate of value for the purposes of the Stamp Act 1891 and amending Acts is not required, this paragraph should be deleted.

(11) For use when the transferor is a company or corporation. Strike out when not required.

(11) The common seal of MARSTON PARISH  
COUNCIL

was hereunto affixed in the presence of

(13) Signed, sealed and delivered by the said  
JOHN WILSON COOPER

in the presence of

Name

R. P. H. Hall

Address

Solihull  
6, Old Street

Occupation

Local Body Officer

(13) Signed, sealed and delivered by the said  
JOHN LESLIE CHAUNDY

in the presence of

Name

Keith Rowland

Signature

Keith Rowland

Address

5, Cannon Field

Occupation

Chartered Civil Engineer

Chairman

(12) ~~XXXXXX~~

Clerk

(12) ~~XXXXXX~~

Note: In the case of a company or corporation, unless the transfer has been executed in accordance with section 74 (1) of the Law of Property Act 1925, it should be accompanied by a certificate signed by the secretary or solicitor of the company or corporation that the transfer has been executed in accordance with the company's articles of association, statute, charter, etc.