

By agreement made the30..... day of ..January.....2004
between The Oxford Preservation Trust hereinafter called the landlord and the Old
Marston Parish Council hereinafter called the Tenant

The Trust has agreed subject to the tenant complying with the terms of this agreement to
permit the tenant to use the land edged red on the attached plan for the purposes of a
recreation ground

The Tenant agrees as follows

- 1 To maintain the paddock and in particular not to plough or cultivate any part of it
- 1.1 To keep the grass in the area marked "A" on the attached plan properly mown and
in good heart
- 1.2 To rough cut the remainder of the area once each summer
- 1.2 To maintain in good safe and effective condition the fences on the paddock
marked "T"
- 1.4 To maintain the paddock clean, tidy and free from litter and remove any litter or
other items left on the paddock as often as necessary to keep it in that state.
- 1.5 To erect no buildings or new structures on the paddock without prior written
consent.
- 1.6 To maintain public liability insurance for the paddock and, if requested at any
time to provide a copy of the policy to the Trust and proof that the premium has
been paid.
- 1.7. Not to assign the tenancy nor to enter any agreement whether in writing or not to
permit the use of the land by anyone except those members of the public using
the land/licenseses for the purpose of recreation
- 1.8 The Council indemnifies the landlord against all demands costs claims expenses
and any other liability arising out of this tenancy or public access (whether or not
authorised by the landlord) to the paddock.

It is further agreed

- 2 That tenancy shall run from year to year until it is terminated by either party
serving written notice on the other of at least three months duration.
- 3 Should the Council break any terms of this agreement the landlord reserves the
right to re-enter the property at any time and terminate the tenancy.



Nothing in this agreement or the tenancy it creates shall create any rights for this agreement or any part of it to be enforced by third parties under the Contracts (Rights of Third Parties) Act 1999.

This agreement is intended to create a tenancy of the paddock for the length of this agreement.

Signed on behalf of The Oxford Preservation Trust {

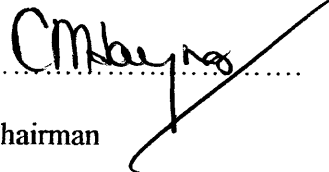


THE SECRETARY.

Witnessed by

M Euned Hallas
16 Conduit Rd
Abingdon
Trust Administrator

Signed by the authority of the Council



Chairman

Witnessed by



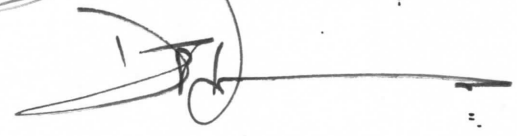
Clerk



Mill Lane Recreational
 Paddock,
 Marston.

Chayno

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~~13th December, 1991.~~

15 Jan 1992

Mrs. Haynes,
Secretary,
Oxford Preservation Trust,
10 Turnagain Lane,
St. Ebbe's,
Oxford OX1 1QL

Dear Mrs. Haynes,

Field at Mill Lane, Marston

Thank you for your letter of the 2nd December, 1991 which was accepted by the Parish Council at its last meeting.

I therefore enclose a certified copy of the Minutes of the last meeting incorporating the provisions you suggested.

Thank you for your co-operation in this.

Yours sincerely,

Clerk

OXFORD PRESERVATION TRUST

A company limited by guarantee. Registered in England No. 225839

Chairman

DR. D.C.M. YARDLEY, LL.D., D.Phil.

Secretary

MRS. MOYRA HAYNES



10 Turn Again Lane
St. Ebbe's, Oxford
OX1 1QL

Telephone 242918

The Clerk,
Marston Parish Council,
31 Oxford Road,
MARSTON,
Oxford OX3 0PQ

2 December 1991

Dear Mr. Garner,

Field at Ferry Lane, Marston

Thank you for sending a copy of the Byelaws which the Trust is able to approve.

I am writing to confirm agreement on the part of the Trust to allow your Council to share with ourselves the use of the field for public recreational purposes on the following terms:-

1. The use and occupation of the field by the Council and the public will cease immediately the Trust gives notice to the Council.
2. Before bringing into operation the Byelaws the Council will give a written undertaking to the Trust that when the Agreement has been terminated by Notice given by the Trust to the Council, the Council will revoke the Byelaws if ever requested by the Trust or its successors in title.
3. The Council will pass a formal resolution of its agreement to give the undertaking and will supply a copy of the resolution to the Trust.
4. The Council will mow the grass and remove broken glass and rubbish whenever necessary.

I enclose a draft of the resolution for your approval.

Yours sincerely,

A handwritten signature in cursive script that reads "Moyra Haynes".

Moyra Haynes
Secretary

DRAFT RESOLUTION OF MARSTON PARISH COUNCIL

It was resolved that when the agreement to occupy the field at Ferry Lane is terminated the Council will take all necessary action to cancel or revoke the Byelaws if ever requested by the Oxford Preservation Trust or its successors in title.