

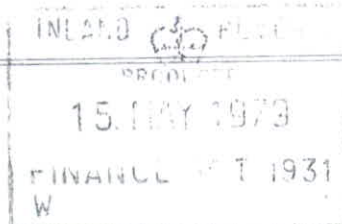
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Title Number ON299128

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# This Conveyance

OVER STATIONERY LIMITED

is made the fifth day  
of April One thousand  
nine hundred and



seventy-nine B E T W E E N MING INSTRUMENTS LIMITED whose Registered Office is at Cricklewood Works London NW2 6JN (hereinafter called "the Vendor") of the one part and THE TOWN COUNCIL OF WITNEY in the County of Oxfordshire (hereinafter called "the Purchaser") of the other part

## W H E R E A S :-

- (1) The Vendor is seised of the property hereinafter described and intended to be hereby conveyed for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances.
- (2) The Vendor has agreed with the Purchaser for the sale thereof to it for the like estate at the price of Fifty-two thousand pounds

## NOW THIS DEED WITNESSETH as follows :-

1. IN pursuance of the said agreement and in consideration of the sum of FIFTY-TWO THOUSAND POUNDS paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Purchaser ALL THAT piece or parcel of land now used as a sportsfield situate on the south side of Burford Road Witney in the County of Oxfordshire comprising 14.8 acres or thereabouts as the same is for the purpose of identification only delineated on Plan "A" annexed hereto and thereon edged red TOGETHER WITH (i) the buildings erected thereon or on some part thereof (ii) all boundary fences walls hedges and ditches and (iii) the rights mentioned in the First Schedule hereto (hereinafter called "the Property") EXCEPT AND RESERVED thereout unto the Vendor for the benefit of the Vendor's adjoining land (hereinafter called "the Adjoining Land") edged green on Plan "B" annexed hereto the rights set out in the Second Schedule hereto TO HOLD the same unto the Purchaser in fee simple SUBJECT as mentioned in the Third Schedule hereto.
2. WITH the object of affording to the Vendor a sufficient indemnity but not further or otherwise the Purchaser hereby covenants with the Vendor to observe and perform the covenants referred to in the Third Schedule so far as the same relate to or affect part of the property hereby conveyed and are subsisting and capable of being enforced and to indemnify the Vendor against all actions claims and demands in respect of any future non-observance or non-performance thereof.
3. THE Purchaser hereby covenants with the Vendor for the benefit of the Adjoining Land and any and every part thereof to observe and perform the restrictions and stipulations set out in the Fourth Schedule hereto.
4. IT is hereby agreed and declared between the parties hereto that the general words implied by virtue of the provisions of Section 62 of the Law of Property Act 1925 shall not be deemed to be implied in this Conveyance.
5. THE Vendor hereby acknowledges the right of the Purchaser to production of a Conveyance dated the twenty-ninth day of March One thousand nine hundred and seventy-one and made between Smiths Industries Limited(1) and the Vendor(2) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said Conveyance.



IN WITNESS whereof the Vendor has caused its Common Seal to be hereunto affixed and ~~THOMAS ARTHUR TITHERINGTON~~ and ~~MICHAEL LESLIE CHAD~~ with two members of the Purchaser have on behalf of the Purchaser hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE above referred to  
Rights granted to the Purchaser

1. The right to the free passage and running of water from the public water main through the Vendor's water main (hereinafter called "the Water Main") shown in part by a blue line on the said Plan "A" for so long as the Purchaser as hereinafter mentioned shall continue to reimburse the Vendor on demand for the cost of the quantity of water passing through the Water Main as hereinafter provided
2. The right in common with the Vendor and its successors in title of the Adjoining Land of free passage and running of normal domestic effluent through the soil sewer (hereinafter called "the Soil Sewer" indicated on the Plan "A" by a green line subject to (in the event of the Vendor exercising the right hereinafter mentioned to install a meter to measure the quality and/or quantity of effluent passing through the Soil Sewer from all or any part of the Property) the payment to the Vendor by the Purchaser on demand of the due proportion hereinafter mentioned of any costs payable by the Vendor to the Local or other appropriate Authority for the disposal of effluent subject also to the Purchaser observing all regulations now or hereafter imposed relating to the quality of effluent discharged into the public sewers and any prior treatment thereof subject also to the Vendor contributing the due proportion hereinafter mentioned of the cost of repairing maintaining and replacing the Soil Sewer
3. The right at all reasonable times to enter upon the Adjoining Land for the purposes of repairing and maintaining all existing and future boundary fences to the Property and for the pruning or replacing of boundary hedges subject to the Purchaser observing all reasonable requests and directions of the Vendor in relation to the exercise of such right and subject also to the Purchaser making good all damage caused to the Adjoining Land

THE SECOND SCHEDULE above referred to  
Exceptions and Reservations

There is excepted and reserved out of the Property to the Vendor and all others entitled thereto for the benefit of the Adjoining Land :-

- (i) The right after giving to the Purchaser reasonable notice thereof except in the case of emergency when no notice shall be required to enter on to the Property for the purpose of repairing renewing or cleansing the Soil Sewer
- (ii) The right at any time to rebuild or execute other works upon the adjoining Land or any part thereof in such manner as the person exercising such right may think fit notwithstanding any disturbance to the owner or occupier of the Property or interference with any easement or right or the access of light or air to the Property and without liability to pay compensation for any damage or loss by such interference
- (iii) If at any time hereafter the Vendor considers it appropriate that the effluent being discharged from the Property into the Soil Sewer should be metered there shall be reserved unto the Vendor the

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Soil Sewer should be metered there shall be reserved unto the Vendor the right to enter into and upon the Property upon reasonable prior notice for the purposes of installing at the Vendor's own cost a meter or meters to measure the quality and quantity of effluent being discharged from the Property into the Soil Sewer the Vendor making good all damage occasioned by such entry together also with the right from time to time to enter into and upon the Property for the purpose of taking readings from such meter or meters and replacing or repairing such meter or meters.

THE THIRD SCHEDULE above referred to  
Matters to which the Property is Subject

- (a) Such of the covenants and other matters affecting the same as are contained in the deeds referred to in the First Schedule to a Conveyance dated the thirty-first day of October One thousand nine hundred and forty-nine and made between Witney Estates Limited(1) and S. Smith & Sons (England) Limited(2) so far as the same are subsisting and capable of being enforced.
- (b) The rights granted to Smiths Industries Limited by a Deed dated the seventh day of December One thousand nine hundred and seventy-eight and made between the Vendor of the one part and Smiths Industries Limited of the other part.

THE FOURTH SCHEDULE above referred to  
Covenants by the Purchaser

1. Forthwith to erect at its own expense a six feet high plastic-coated chain-link fence surmounted by at least one strand of barbed wire along that part of the western boundary which is (a) indicated on the said Plan "A" lying between the points lettered A-B and (b) currently the gateway situate at point C on the said Plan "A".
2. Henceforth to maintain repair renew and replace all existing and future boundary walls fences and hedges situate along those boundaries indicated by an inward "T" on the said Plan "A" annexed hereto.
3. Not to use the Property other than as a sportsfield together with recreational facilities and not to erect any buildings or other erections thereon except buildings or erections in conformity with such user.
4. Not to remove or cut down all or any of the trees now existing on the property save :-
  - (a) Those trees which are outlined in green on the said plan "A" annexed hereto.
  - (b) In the case of all other trees the Purchaser may carry out reasonable pruning and the removal of all dead dying and decayed wood and trees subject to the Purchaser planting and maintaining in the case of all or any dead trees suitable healthy established saplings of a variety in general keeping with the remainder of the trees situate on the Property.
5. Not to do or permit to be carried out on the Property any works which will or may in any way affect or damage the Soil Sewer or in the event of any work or works being carried out in close proximity to the Soil Sewer to take all reasonable precautions against any such damage thereto and forthwith make good at its own cost any damage to the Soil Sewer.
6. Forthwith to pay on demand :-
  - (a) The cost of the quantity of water passing through the Water Main as indicated by a water meter installed or to be installed by the Vendor in



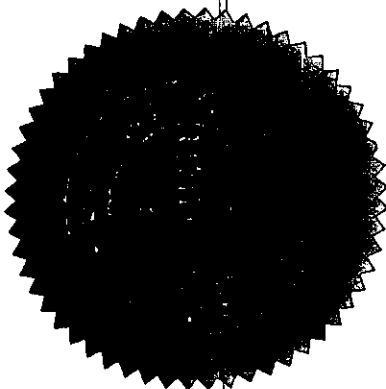
the approximate position shown by the letter "X" on the said Plan "A" regard being made to the charges (including standing charges) from time to time specified by the Local Water Authority after credit has been given for any water rate charged directly on the Property\_\_\_\_\_

(b) A due proportion (according to user) of the cost of repairing maintaining and replacing the Soil Sewer such proportion in default of agreement being determined on the request of either party by a Surveyor appointed by the President for the time being of The Royal Institution of Chartered Surveyors whose decision shall be final and binding\_\_\_\_\_

(c) A due proportion (in the event of the Vendor exercising the right herein mentioned to install a meter or meters to measure the quality and quantity of effluent passing through the Soil Sewer from all or any part or the Property) of any costs payable by the Vendor to the competent Local or other appropriate Authority for the disposal of soil effluent such due proportion in default of agreement being determined at the election of either party by a Surveyor appointed by the President for the time being of the Royal Institution of Chartered Surveyors (whose decision shall be final and binding) having due regard to the passage of effluent recorded by such meter or meters and to the charges (including standing charges) made from time to time by the competent Local or other appropriate Authority credit being given for any sewerage rate charged on the Property\_\_\_\_\_

7. To indemnify and keep indemnified the Vendor against all costs claims actions and demands arising from the non-observance or non-performance by the Purchaser of all or any regulations or requirements now or hereafter imposed in relation to the quality of effluent discharged into the soil Sewer and any prior treatment thereto\_\_\_\_\_

THE COMMON SEAL of MING INSTRUMENTS)  
LIMITED was hereunto affixed in the  
presence of :-



*Alan Smith*  
Director A.L.A.A.  
S.V.A.

Secretary

*Amuko*  
C. A. M. W. S.

~~THE COMMON SEAL of WITNEY TOWN COUNCIL~~  
~~was hereunto affixed in the presence~~  
~~of :-~~

Mayer

Clerk to the Council

SIGNED  
the sa  
and  
in the



SIGNED SEALED AND DELIVERED by  
the said THOMAS ARTHUR TITHERINGTON.  
and MICHAEL WILLIE CHADWICK  
in the presence of :-

*Its. J. Titherington*  
*M. Chadwick*

*W. Titherington*  
*Town Clerk*

WITNEY TOWN COUNCIL  
TOWN HALL  
WITNEY

MEMORANDUM - By a Deed of Grant dated September 1989 the Town Council of Witney granted to the Southern Electricity Board in fee simple rights in respect of an overhead electricity supply line along the route shown coloured green on the Board's plan annexed hereto and running above part of the land comprised in the within written Conveyance and the usual acknowledgement and undertaking in respect of such Conveyance was therein given to the Board.



MEMORANDUM: By a Deed of Grant dated 20th September 1989 The Town Council OF WITNEY granted to the Southern Electricity Board in fee simple rights in respect of an overhead electricity Supply line along the route shown coloured green on the Board's plan annexed hereto and running above part of the land comprised in the within-written Conveyance and the usual acknowledgement and undertaking in respect of such Conveyance was therein given to the Board

DATED 5th April, 1979

MINC INSTRUMENTS LIMITED

- to -

WITNEY TOWN COUNCIL

Indorseance

- of -

the West Witney Sports-  
ground Burford Road  
Witney in the County of  
Oxfordshire



COLOUR







BURFORD ROAD.

Tennis Courts.

G.P.O.

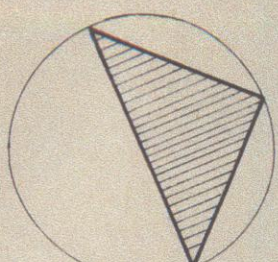
Existing Swims Houses  
C.A. Park.

Intersecting Road.

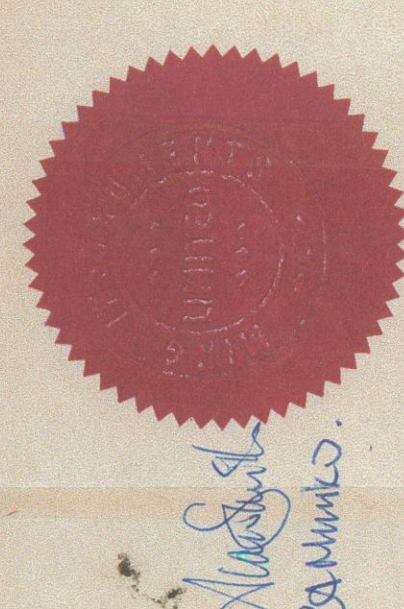
Water Main  
Sewer Drain.

Boxing Green.

Sports Ground.



*M. J. Smith*  
*1/3/11*



Plan 'A'

PROJECT  
WITNEY Sports Ground  
AND Clubhouse

SURVEY DRAWING

DRAWING NUMBER		REVISION	
1032 / 3/1			
SCALE 1/1500	APPROX	DRAWN R. H.	DATE 25/7/11

**SMITHS INDUSTRIES LIMITED**  
PROPERTY DEPARTMENT



EXISTING  
C. SWIMMING  
P. WATER  
S. SAND PILE