



# Official copy of register of title

Title number ON163000

Edition date 02.03.2023

- This official copy shows the entries on the register of title on 02 Mar 2023 at 09:41:18.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 02 Mar 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title.

OXFORDSHIRE : WEST OXFORDSHIRE

- 1 (25.11.1993) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 10 Cadogan Park, Woodstock, (OX20 1UW).
- 2 (25.11.1993) There are excluded from this registration the mines and minerals and the ancillary rights reserved by the Conveyance thereof dated 14 April 1924 referred to in the Charges Register in the following terms:-

Reserving nevertheless to the Duke and the Marquess and their successors in title all coal iron stone sand sandstone gravel clay and other mines and minerals in under or upon the land hereby assured with full liberty and power at all times to enter upon the said land or any part thereof to search for dig raise make merchantable and carry away the said coal ironstone sand sandstone gravel clay and other mines and minerals without leaving any support for the surface of the said land and to do all such things in under upon through or over the said land or any part thereof as may be necessary or convenient for all or any of the purposes aforesaid making from time to time nevertheless to the Purchasers their heirs and assigns and their Lessees and Tenants reasonable and adequate compensation for all damage thereby done or occasioned to the said land or any buildings thereon.

- 3 (25.11.1993) The land has the benefit of the following rights granted by the Conveyance dated 29 May 1957 referred to in the Charges Register:-

"TOGETHER with full and free right and liberty for the Purchaser and his successors in title owners or occupiers for the time being of the property hereby conveyed and his under tenants and servants (a) in common with the Vendors and all other persons for the time being having the like right at all times and for all purposes with or without horses carts carriages motor cars and other vehicles mechanically propelled or otherwise to pass and repass over and along the estate road delineated on the said plan and thereon marked "Estate Road" leading from the property hereby conveyed into the main road leading from Woodstock to Oxford and over the piece of land lying between the property hereby conveyed and the said Estate road (b) to lay and maintain water and gas pipes drains and electric cables under and to construct entrance ways

## A: Property Register continued

suitable for vehicular traffic in position to be agreed with the Vendors' Surveyor over the said piece of land lying between the property hereby conveyed and the said estate road."

NOTE: The "Estate Road" referred to is now known as Cadogan Park.

- 4 (25.11.1993) The Conveyance dated 29 May 1957 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the Purchaser and his successors in title shall not be or become entitled to any right of light or air to the property hereby conveyed which would prejudicially affect the user by the Vendors or their successors in title of any adjoining or neighbouring land of the Vendors for building or other purposes and that the Vendors shall have and have the right to modify waive or release any covenants restrictions and stipulations relating to any adjoining or neighbouring land now or hereafter belonging to the Vendors whether imposed or entered into before or at the same time as or after the date hereof and whether they are identical with the provisions herein contained or not and that the Vendors shall not in any way be bound by the plotting or general scheme or development of any of their adjoining or neighbouring land as may be shown on any plans prepared by the Vendors in regard to their said adjoining land and that the Vendors may from time to time alter such plotting any scheme of development in such manner as the Vendors may think fit."

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (25.11.1993) PROPRIETOR: BARBARA DIANA PIX of 52 Brookhill, Woodstock, Oxford, OX20 1UW.
- 2 (25.11.1993) The Transfer to the proprietor contains a covenant to observe and perform the covenants in the Conveyance dated 14 April 1924 referred to in the Charges Register and of indemnity in respect thereof.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (25.11.1993) A Conveyance of the land in this title and other land dated 14 April 1924 made between (1) Edward Warmald (2) The Most Noble Charles Richard John Duke of Marlborough and The Right Honourable John Albert Edward William Spencer Churchill and (3) Harold Alfred Ryder and others (Purchasers) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 2 (25.11.1993) A Conveyance of the land in this title dated 29 May 1957 made between (1) Woodstock Corporation (Vendor) and (2) William Tinlin Pool (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 14 April 1924 referred to in the Charges Register:-

THE Purchasers and each of them covenant with the Duke and the Marquess their successors in title and assigns so as to bind as far as possible the hereditaments hereby assured into whomsoever hands the same may come in manner following that is to say:-

- (1) The portion of the said land fronting to the road leading from

## Schedule of restrictive covenants continued

Oxford to Woodstock is to be used for the erection of dwellinghouses which shall consist of good class residences of brick and tile roofs and shall be finished in a good substantial and workmanlike manner at a cost at market price for materials and labour as at the date hereof of not less than one thousand pounds for each dwellinghouse and the outbuildings thereto and the plans and positions thereof shall before the commencement of the erection of each such dwellinghouse be approved by the Duke and the Marquess or their Surveyor or Agent And will not erect on the frontage the said land to the said road any messuage dwellinghouse or buildings other than as aforesaid And will not use the said land hereby conveyed or any part thereof within Two hundred foot of the said road or any buildings thereon otherwise than for private residential purposes but so that this shall not prohibit a duly qualified medical practitioner from using any such dwellinghouse or buildings as his professional residence if and so long as the same be furnished and kept and used so as to appear from the outside as if it were being used only as a private dwellinghouse (except that a name plate may be affixed thereto) and if and so long as no lunatic or other patient be received to reside therein And will not erect any factory or other building to be used for business purposes within two hundred feet of the said road leading from Oxford to Woodstock

(2) The Purchasers will not burn bricks on the said land hereby conveyed

(3) And will not erect or set up on the frontage of the said land within two hundred feet of the said road any steam engine or any fireplace or furnace (other than a fireplace or furnace to be used in a private dwellinghouse for the heating thereof)

(4) And will not cut down or destroy the existing line of trees on the said frontage to the said road except such trees as may be necessary for the purpose of providing entrance ways to be residence which shall be erected as hereinbefore provided.

2 The following are details of the covenants contained in the Conveyance dated 29 May 1957 referred to in the Charges Register:-

"FOR the benefit of the adjoining or neighbouring Estate belonging to the Vendors known as the Cadogan Park Estate or the part thereof for the time being remaining unsold and so as to bind the property hereby conveyed into whosoever hands the same may come but not so as to render the Purchaser liable in damages for any breach of covenant so far as the same is of a restrictive character committed after the Purchaser shall have parted with all interest in the said property hereby conveyed or the part thereof in respect of which such breach shall occur the Purchaser for himself and his successors in title hereby covenants with the Vendors and their successors in title the owner or owners for the time being of the unsold parts of the said Cadogan Park Estate as follows namely:-

(a) Within six months from the date thereof to erect and for ever after to maintain to the satisfaction of the Vendors or their Surveyor on the East West and South sides of the piece of land coloured pink on the said plan and marked "T" within the boundary on the said plan good and substantial fences consisting of concrete posts and chain link not less than Four feet six inches nor more than six feet in height

(b) Not without the consent in writing of the Vendors first had and obtained to permit the said piece of land coloured pink on the said plan to be used for any other purpose than for the erection thereon of one private dwellinghouse with garage and suitable outbuildings thereto

(c) Not at any time to carry on or permit to be carried on upon the said pieces of land coloured pink on the said plan or in any dwellinghouse or outbuildings for the time being erected thereon any trade business or occupation which shall in the opinion of the Vendors or their Surveyors be detrimental to the Vendor's adjoining property nor to allow any trade manufacture or business of a noisy noisome or offensive nature to be at any time hereafter set up or carried on in or upon the said piece of land coloured pink on the said plan or in any dwellinghouse or outbuildings for the time being erected thereon nor to allow the same at any time hereafter to be used so as to be or become a

## Schedule of restrictive covenants continued

nuisance or annoyance to the Vendors or their tenants or to the neighbourhood and until the erection of a private dwellinghouse thereon to keep the said piece of land coloured pink on the said plan clean and free from noxious weeds

(d) Not to commence the erection of the said private dwellinghouse or any outbuildings to be used in connection therewith upon the said piece of land coloured pink on the said plan or at any time thereafter alter or rebuild the whole or any part of the said private dwellinghouse or outbuildings upon the said piece of land coloured pink on the said plan until properly drawn plans sections and elevations in duplicate showing all sides thereof and a brief specification thereof have been submitted to and approved by the Surveyor or Agent for the time being of the Vendors one copy of such plans and specifications being retained by the Vendors and the other copy (if approved) being signed by or on behalf of the Vendors and returned to the Purchaser and so that the Vendors or their assigns shall have the right to refuse consent to the erection of any dwellinghouse or other buildings or to the alteration or total or partial rebuilding of any part thereof thereafter that the Vendors shall consider will damage or destroy the amenities of the surrounding property of the Vendors or the neighbourhood And it is hereby agreed and declared that the approval of the Vendors under their building Bye-laws in respect of any dwellinghouse to be erected on the piece of land hereby conveyed shall not be deemed to be the approval of the Vendors for the purpose of this Clause of this Conveyance

(e) That no electric lighting services shall be carried to any dwellinghouse to be built upon the said piece of land hereby conveyed along or across the said estate road except by means of an underground electric cable

(f) Not at any time hereafter to excavate or dig out of the premises except for the purpose of laying the foundations of the said dwellinghouse or the outbuildings to be used therewith any sand sandstone gravel clay or other mines or minerals

(g) To erect and complete the dwellinghouse to be erected by the Purchaser on the said piece of land conveyed coloured pink on the said plan in accordance with the provisions hereinbefore contained within twelve months from the date hereof

(h) Not at any time hereafter without the consent in writing of the Vendors or their Surveyors (such consent not to be unreasonably withheld) to cut lop or destroy the existing healthy trees on the said property except for the control and cultivation of such trees and also except such trees as may be necessary for the erection of the dwellinghouse on the property sold as hereinbefore provided with proper and convenient entrance ways thereto and also except such trees as may be necessary for the purpose of clearing a safe adequate site for the said dwellinghouse and for the unobstructed access of light or air thereto or for the cultivation and laying out of the curtilage to such dwellinghouse

(i) At his own expense to construct an entrance way or entrance ways suitable for vehicular traffic in a position to be agreed with the Vendors' Surveyor over the piece of land lying between the property sold and the said estate road

PROVIDED ALWAYS that nothing herein contained shall operate to impose any restrictions on the manner in which the Vendors or the persons deriving title under the Vendors may deal with the whole or any part of the said Cadogan Park Estate of the Vendors for the time being remaining unsold or be otherwise deemed to create a building scheme for the said estate or any part thereof."

End of register