

DATED

4th July

1989

MRS K M HEAL (1)
NORWICH BOARD OF FINANCE LIMITED (2)
PAROCHIAL CHURCH COUNCIL OF THE
ECCLESIASTICAL PARISH OF THARSTON (3)

Duplicate/

DEED OF GIFT

relating to Land at Tharston Norfolk

Pearson & Fife
Solicitors
Norwich

P/5574

THIS DEED OF GIFT is made the

4th

day of



thousand nine hundred and eighty nine BETWEEN KATHLEEN MARY
of Stonehills House Bexwell Downham Market in the County
(hereinafter called "the Donor") of the one part and NORWICH DIOCESAN
BOARD OF FINANCE LIMITED whose registered office is situate at Holland
Court Cathedral Close in the City of Norwich being the Diocesan Authority
of the Diocese of Norwich (hereinafter called "the Authority") of the
second part and on behalf of the Parochial Church Council of the Ecclesiastical
Parish of Tharston in the said Diocese (hereinafter called "the Council")
of the third part

WHEREAS :-

- (1) The Donor is seised (inter alia) of the property hereinafter described for an estate in fee simple in possession subject only as hereinafter mentioned but otherwise free from incumbrances
- (2) The Authority is the Diocesan Authority for the said Diocese for the purposes of Section 6 of the Parochial Church Councils (Powers) Measure 1956 (hereinafter called "the Measure") and the Authority under the Powers contained in Section 6 of the said Measure has agreed to appropriate to itself the said property upon trust for the benefit of the said Parish of Tharston in the form and in the manner hereinafter appearing

NOW THIS DEED WITNESSETH AS FOLLOWS

1 In consideration of the premises the Donor as settlor hereby conveys to the Authority as Trustee First All That piece of land situate in the Parish of Tharston in the County of Norfolk as the same is for the purpose of identification delineated and edged red on the plan annexed hereto and Secondly ALL THAT strip of land situate in the said Parish on the west side of the property firstly above described and being approximately four feet six inches wide as the same is for the purpose of identification

only shown edged blue on the said plan TO HOLD the same unto the Authority in fee simple in trust for the Council SUBJECT TO the exceptions and reservations rights covenants restrictions and stipulations contained in a Conveyance dated the 23rd day of May 1962 and made between The Reverend Tilbury Cecil MacNaughton-Jones (1) the Church Commissioners for England (2) the Right Reverend Father in God Launcelot Lord Bishop of Norwich (3) and Annie Cross (4) so far as the same are still subsisting and capable of taking effect and affect the property hereby conveyed

2 With the object of affording to the Donor a full and sufficient indemnity but not further or otherwise the Authority as Trustee and the Council hereby jointly and severally covenant with the Donor that they will at all times hereafter observe and perform the covenants restrictions and stipulations contained in the said Conveyance dated 23rd May 1962 so far as the same affect the property hereby conveyed and are still subsisting and capable of taking effect and will keep the Donor and her estate and effects indemnified against all actions proceedings costs claims and demands in respect thereof so far as aforesaid

3 The Authority and the Council hereby jointly and severally covenant with the Donor to the intent that the burden of this covenant may run with and bind the property first and secondly hereby conveyed and every part thereof into whosoever hands the same may come and to the intent that the benefit of this covenant may be annexed to and run with the adjoining property of the Donor shown edged yellow on the said plan and each and every part thereof that the Authority and the Council and their successors in title will at all times hereafter observe and perform the restrictions and stipulations set out in the First Schedule hereto PROVIDED that the Donor or her successors in title owners for the time being of the Donor's said adjoining property shall have power from time to time to waive or vary or release any of the said restrictions

and stipulations by deed

4 The Donor hereby acknowledges the right of the Authority to the production and delivery of copies of the documents of title specified in the Second Schedule hereto and hereby undertakes with the Authority for the safe custody thereof

5 The Donor hereby covenants with the Authority and the Council to erect and thereafter to maintain in good repair and condition sufficient boundary fences or hedges along the boundaries marked with a "T" mark on the boundaries of the properties first and secondly before conveyed

6 It is hereby agreed and declared that the income from the said property will henceforth be used by the Council for one or more of the purposes specified in Section 5 of the Measure as the Council shall from time to time think fit and that the Council may with the consent of the Authority sell the said property or any part or parts thereof and apply the net proceeds and the income therefrom for any one or more of such purposes

7 It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed or transferred exceeds £30,000

I N W I T N E S S whereof the Donor has hereunto set her hand and seal and the Authority has caused its common seal to be hereunto affixed and the Chairman presiding and two other members of the Council present at a meeting of the Council held on the 30th day of June 1989 at which a Resolution was passed authorising the execution of this Deed have on behalf of the Council set their hands and seals the day and year first above written

THE FIRST SCHEDULE ABOVE REFERRED TO

Restrictive Covenants and Stipulations

- 1 Not to erect any building or buildings on the properties hereby conveyed or on any part thereof
- 2 Not to use the said properties or any part thereof for the purpose of a garden in connection with any dwelling
- 3 Not to use the said properties or any part thereof for the purpose of a car park for parking motor vehicles
- 4 Not to use the said properties in any way so as to cause a nuisance or annoyance to the said adjoining property of the Donor or to the owners or occupiers thereof for the time being nor to do or allow to be done any act or thing on the said properties which might be in any way detrimental to such adjoining property of the Donor
- 5 To use the said properties only for the purposes of the activities of the Council and in conjunction with the use of the adjoining Parish Hall or Church Rooms but subject to the exclusion of the uses referred to in paragraphs 1 to 4 inclusive of this Schedule
- 6 Not to use any part of the said properties for the purpose of vehicular access to and from the said Church Rooms with the exception of the strip of land along the southern boundary of the property first before conveyed shown edged and hatched green on the said plan
- 7 To use the strip of land edged blue on the said plan (being the property secondly before conveyed) as a footpath only and for no other purpose whatsoever
- 8 Not to allow either of the said properties to become untidy overgrown or infested with weeds

THE SECOND SCHEDULE ABOVE REFERRED TO

<u>Date</u>	<u>Document</u>	<u>Parties</u>
16 February 1962	Statutory Declaration	of Claude James Dye

23 May 1962

Conveyance

The Reverend Tilbury
Cecil MacNaughton-Jones (1)
Church Commissioners
for England (2)
The Right Reverend
Father in God Launcelot
Lord Bishop of Norwich (3)
Annie Cross (4)

30 December 1987

Deed of Gift

Annie Cross (1)
The Donor(2)

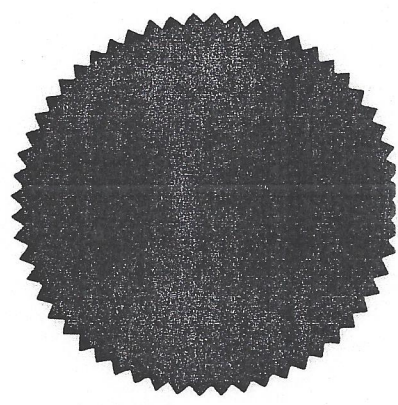
SIGNED SEALED AND DELIVERED
by the said KATHLEEN MARGARET HEAL
in the presence of:

) Kathleen Margaret Heal.
)

O.E. Bush
2 Tambland Alley
Norwich
Legal Executive.

The Common Seal of Norwich
Diocesan Board of Finance Limited
was hereunto affixed in the
presence of:

)
)
)
)



TWO MEMBERS OF THE EXECUTIVE COMMITTEE

Countersigned

J. F. Fox
John Dawson

Secretary

R. [Signature]

SIGNED SEALED AND DELIVERED by
THOMAS DENYS MILVILLE RANEN
CHAIRMAN

and HARRY THOMAS SHREWSBURY
DUFFIELD
AND PETER FREDERICK BECK

in the presence of:

T. D. T. Raven

T. D. Duffield

Bunn

P. R. S.
IVY FARM
THARSTON
HOUSEWIFE



RESOLUTION

Proposed.....MRS. A. THWAITE.....

Seconded.....MRS. P. SMITH.....

That Mr. H. Duffield and Mr. P. Beck
be authorised to sign with the Chairman the Deed of Gift
made between the Norwich Diocesan Board of Finance Limited and
the Parochial Church Council and Kathleen Margaret Heal

I certify that the above is an extract
from the Minutes of a Meeting of the
Parochial Church Council of Tharston
held at Hunter's Lodge, Tharston
on the 30th day of June 1989

.....M.A. Barnes (Mrs).....

Hon. Secretary