



# This Conveyance

is made the *eight*  
day of *March* One thousand  
nine hundred and sixty*two*

B E T W E E N THE MAYOR ALDERMEN AND CITIZENS OF THE CITY OF LINCOLN (hereinafter called "the Corporation") of the first part THE LINCOLN DIOCESAN TRUST AND BOARD OF FINANCE (a Company duly incorporated and hereinafter called "the Diocesan Trust") of the second part and THE PAROCHIAL CHURCH COUNCIL OF THE DISTRICT OF SAINT JOHN THE BAPTIST in the City and Diocese of Lincoln (hereinafter called "the Council") of the third part

## W H E R E A S :-

- (i) The Corporation are seised of the land described in the First Schedule hereto in fee simple in possession free from incumbrances
- (ii) The Corporation have agreed with the Diocesan Trust for the sale to them for the sum of Fifty Pounds of the said land for the ecclesiastical purposes hereinafter referred to

N O W T H I S D E E D W I T N E S S E T H as follows :-

1. In consideration of the sum of Fifty Pounds paid by the Diocesan Trust to the Corporation (the receipt whereof the Corporation hereby acknowledge) the Corporation as Beneficial Owners hereby convey unto the Diocesan Trust ALL AND SINGULAR the said land described in the said First Schedule hereto TO-HOLD the same UNTO the Diocesan Trust in fee simple subject to the conditions and stipulations hereinafter mentioned

2. It is hereby agreed by and between the Council and the Diocesan Trust as follows namely :-

- (a) The said land has been acquired and will be used by the Council for the ecclesiastical purposes in the said District referred to in the Second Schedule hereto and for no other purpose
- (b) The Council will keep the Diocesan Trust indemnified in respect of the matters referred to in the Third Schedule hereto and from all costs proceedings claims and demands for or in respect of the same

3. The Council with the object and intent of affording to the Corporation a full and sufficient indemnity but not further or otherwise hereby covenants with the Corporation that they the Council will at all times hereafter observe and perform the covenant by the Corporation contained in a Conveyance dated the Sixteenth day of February One thousand nine hundred and fifty and made between the Right Honourable John Rosebery Lord Monson of the one part and the Corporation of the other part so far as the same affects the land hereby conveyed and is still subsisting and capable of taking effect and will at all times hereafter keep the Corporation effectually indemnified from and against all actions proceedings costs claims charges and demands whatsoever in respect of the said covenant so far as aforesaid

4. The Diocesan Trust hereby covenant with the Corporation that they will observe perform and comply with the following covenants conditions and stipulations :-

- (a) That the said land shall be used only as a site for or as a church or church hall or any of such purposes and for no other purpose whatsoever
- (b) Not to erect any building on the said land unless the plans and

elevations thereof have first been approved in writing by the Corporation such approval not to be unreasonably withheld

- (c) To keep the said land in a clean and tidy condition to the reasonable satisfaction of the City Engineer for the time being of the Corporation until the said land is built upon
- (d) If called upon to do so by the Corporation to build and for ever thereafter to maintain a good and sufficient boundary fence along the whole length of the Southern boundary of the said land

5. It is hereby agreed and declared as follows :-

- (a) That the Diocesan Trust shall not be entitled to any right of access to the said land (except as shall be expressly granted thereby) or any right of access of air or light through or over the adjoining or neighbouring property of the Corporation or any easement or right which interferes with the free use of the said adjoining or neighbouring property of the Corporation
- (b) That nothing contained herein shall restrict or otherwise interfere with the right of the Corporation to convey any such adjoining or neighbouring property free from the covenants restrictions or stipulations herein contained or subject as the Corporation may deem expedient and the Diocesan Trust shall not be entitled to the benefit of any existing or future covenants restrictions or stipulations imposed by the Corporation on the conveyance of any such adjoining or neighbouring property

(c) If within twenty years from the date hereof either (a) a building for a place of religious worship shall not have been erected on the said land or (b) the said land shall no longer be required for the erection of a building as aforesaid then in the first event the Corporation shall if they are desirous of purchasing the said land give to the Diocesan Trust or their successors in title notice in writing of such desire within three calendar months from the date of the expiration of the said period of twenty years and in the second event the Diocesan Trust or their successors in title shall give to the Corporation one month's notice in writing of their intention not to erect a building as aforesaid and the Corporation shall within three months from the date of such notice give to the Diocesan Trust or their successors in title a counter notice in writing stating whether or not the Corporation are desirous of purchasing the said land and in both events upon the Corporation giving notice of their desire to purchase the said land the Diocesan Trust or such successors in title shall and will sell to the Corporation and the Corporation shall and will purchase from the Diocesan Trust the said land at a price or sum to be assessed in accordance with compulsory purchase legislation prevailing at that time. In assessing such price or sum Rule V of Section 2 of the Acquisition of Land (Assessment of Compensation) Act 1919 or any re-enactment thereof shall be excluded from any such assessment and any covenant herein contained restricting the land to use for religious purposes shall be ignored but it shall be assumed that the land will not be used except for some purpose conforming with the good development of the neighbourhood and for which planning permission has been or would be given and the price shall not exceed the sum paid to the Corporation by the Diocesan

Trust for the land Such purchase shall be completed within twelve weeks from the date upon which such price or sum shall have been agreed or determined

- (d) If during the life or lives of the descendants now living of His late Majesty King George the Fifth and the lives or life of the survivors or survivor of them or within twenty years from the death of such survivor and also if and so far as may not be contrary to any rule of law against perpetuities during any time thereafter the said land or any part thereof or any building other than a consecrated building which shall have been erected on the said land as aforesaid is to cease to be used for religious purposes as aforesaid (Notice of which proposed cessation shall be given to the Corporation within one calendar month before the coming into operation thereof) and the Corporation shall be desirous of purchasing the fee simple of and in the said land and of such their desire shall give to the Diocesan Trust or their successors in title notice in writing within three calendar months from the date of receiving the first mentioned notice then and in any such case the Diocesan Trust or such successors in title shall and will subject to obtaining any necessary authority or consent sell to the Corporation and the Corporation shall and will purchase from the Diocesan Trust or their successors in title the said land and the building or buildings thereon at a price or sum to be assessed in accordance with compulsory purchase legislation prevailing at the date of the service of the last mentioned notice. In assessing such price or sum Rule V of Section 2 of the Acquisition of Land (Assessment of Compensation) Act 1919 or any re-enactment thereof shall be excluded from any such assessment and any covenant herein restricting the land to use for religious purposes shall be ignored but it shall be assumed that the land will not be used except for some purpose conforming with the good development of the neighbourhood and for which planning permission has been or would be given Such purchase shall be completed within twelve weeks from the date upon which such price or sum shall have been agreed or determined or if later within fourteen days of the date upon which any necessary authority or consent is obtained
- (e) If during the life or lives of the descendants now living of His late Majesty King George the Fifth and the lives or life of the survivors or survivor of them or within twenty years from the death of such survivor and also if and so far as may not be contrary to any rule of law against perpetuities during any time thereafter any consecrated building which shall have been erected on the said land as aforesaid is to cease to be used for religious purposes as aforesaid and in pursuance of any faculty Act of Parliament or Measure such building shall be directed to be taken down or appropriated to other uses whether or not the land is to be sold (Notice of which proposed cessation or proposed demolition or appropriation shall be given to the Corporation within one calendar month before the coming into operation thereof) and the Corporation shall be desirous of purchasing the fee simple of and in the said land and the building thereon and of such their desire shall give to the Diocesan Trust or their successors in title notice in writing

within three calendar months from the date of receiving the first-mentioned notice then and in any such case the Diocesan Trust or such successors in title shall and will sell to the Corporation and the Corporation shall and will purchase from the Diocesan Trust the said land and the said building thereon at a price or sum to be assessed in accordance with compulsory purchase legislation prevailing at the date of the service of the last mentioned notice In assessing such price or sum Rule V of Section 2 of the Acquisition of Land (Assessment of Compensation) Act 1919 or any re-enactment thereof shall be excluded from any such assessment and any covenant herein restricting the land to use for religious purposes shall be ignored but it shall be assumed that the land will not be used except for some purpose conforming with the good development of the neighbourhood and for which planning permission has been or would be given Such purchase shall be completed within twelve weeks from the date upon which such price or sum shall have been agreed or determined or if later within fourteen days of the date upon which any necessary authority or consent is obtained

- (f) If any Order in Council sanction consent or Order of the Charity Commissioners (or other persons or body) authorising any sale to the Corporation as hereinbefore provided is required by law the Diocesan Trust or such successors in title shall use their best endeavours to obtain such Order in Council sanction consent or Order
- (g) It shall be lawful for the Diocesan Trust at any time or times hereafter to convey with or without any valuable consideration the said land or any part or parts thereof to the Church Commissioners for England or other the Corporation sole or aggregate having jurisdiction to accept the same as a site for Church but any such conveyance shall not operate to release the Diocesan Trust from the covenants and obligations on their part herein contained

6. The Corporation hereby acknowledges the right of the Diocesan Trust to production of the hereinbefore mentioned Conveyance dated the Sixteenth day of February One thousand nine hundred and fifty (the possession of which is retained by the Corporation) and to delivery of copies thereof and hereby undertakes with the Diocesan Trust for the safe custody thereof

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 consideration exceeds Three thousand five hundred pounds

IN WITNESS whereof the Corporation have caused their Corporate Common Seal to be hereunto affixed the Diocesan Trust have caused their Common Seal to be hereunto affixed and pursuant to a Resolution of the Parochial Church Council of the District of Saint John the Baptist Lincoln aforesaid *John Hodgkinson* the Chairman presiding at the Meeting of the Council at which the resolution was passed and *Isaac Edward Daines* and *Benedict Edwin Coleman* two other Members of the Council present at such Meeting have hereunto set their hands and seals the day and year first before written



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THE FIRST SCHEDULE before referred to

ALL THAT piece or parcal of land being part of Ermine Estate West in the City of Lincoln having an area of 172 square yards or thereabouts and being situate on the Easterly side of and having a frontage to Queen Mary Road which said land is for the purpose of identification only delineated on the plan attached hereto and thereon coloured pink TOGETHER with the right for the Diocesan Trust and their successors in title (in common with all other persons having the like right) to use the roads and footpaths constructed on the Ermine Estate and the sewers and drains laid thereunder

THE SECOND SCHEDULE before referred to

- (i) For the celebration of Divine-Service in accordance with the rites and ceremonies of the Church of England
- (ii) As a site for or as a Church or Church Hall or any of such purposes

THE THIRD SCHEDULE before referred to

- (a) All matters of liability subject to which the said land is assured as aforesaid or incident to the said land
- (b) All rates taxes and other outgoings of whatsoever nature which may from time to time be payable in respect thereof
- (c) All costs charges and expenses incurred by the Diocesan Trust in relation to the acquisition or assurance of the said land or as trustee thereof

THE CORPORATE COMMON SEAL of THE MAYOR ALDERMEN AND CITIZENS OF THE CITY OF LINCOLN was hereunto affixed in the presence of :-

Mayor

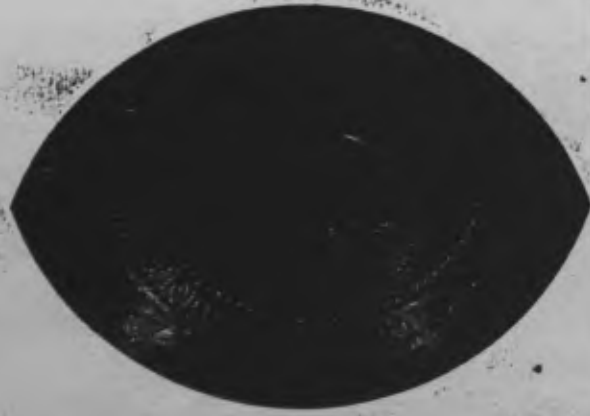
DEPUTY Town Clerk



THE COMMON SEAL of THE LINCOLN DIOCESAN TRUST AND BOARD OF FINANCE was hereunto affixed in the presence of :-

*Kenneth Grewley*

(A Member of the Trust having the custody of the key of the Common Seal)



Secretary

SIGNED SEALED AND DELIVERED by REV. JOHN HODGKINSON, and ISAAC EDWARD DAINES, and BENEDICT EDWIN COLEMAN being the Chairman and two other Members of the Parochial Church Council of the District of Saint John the Baptist Lincoln in the presence of :-

*B. Daines*  
1, Queen Elizabeth Rd,  
Lincoln.  
Asst. Secretary.

*J. Hodgkinson*  
*I. E. Daines*  
*B. E. Coleman*



DATED 8th March 1902.

THE MAYOR ALDERMEN AND CITIZENS  
OF THE CITY OF LINCOLN

— to —

THE LINCOLN DIOCESAN TRUST  
AND BOARD OF FINANCE

# Conveyance

of freehold land situate on  
the Ermine Estate in the  
City of Lincoln.



NUMBER IN DOCUMENT 5747