

**DATED** \_\_\_\_\_ **2015**

**THE COUNTY COUNCIL OF DURHAM (1)**

**and**

**(2)**

**DEED OF COVENANT**

**Relating to land [ \_\_\_\_\_ ] Durham**

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**THIS DEED** is made the

2015

**BETWEEN**

- (1) **THE COUNTY COUNCIL OF DURHAM** care of The Chief Conveyancer, County Hall, Durham DH1 5UL (“**Rent Owner**”)
- (2) [ ] (incorporated and registered in England and Wales with company number [ ] whose registered office is at [ ] (“**Land Owner**”))

**WHEREAS**

- (A) The Land Owner is the owner of the land on the west side of South Road Durham under title number [ ] (“the Land”).
- (B) The Land is subject to an Estate Rentcharge made between the parties dated [ ] and registered at Land Registry.
- (C) It is a requirement of the Rent Owner that any transferee lessee or disponee of any dwelling on the Land or any part thereof enters into a deed of covenant with the Rent Owner to observe and perform the obligation to pay the Estate Rentcharge contained in the Estate Rentcharge Deed.
- (D) It is agreed between the Rent Owner and the Land Owner that upon the conveyance of the land or any part thereof as defined in s205 of the Law of Property Act 1925) (“Dispose”) the transferee lessee or disponee of the Land of any part thereof enters into a deed of covenant with the Rent Owner to comply with the obligations of the Estate Rentcharge Deed.
- (E) The Land Owner has entered into this Deed accordingly.

**NOW THIS DEED WITNESSES THAT**

- 1.1 The Land Owner HEREBY COVENANTS with the Rent Owner that is shall not Dispose of the Land or any part thereof without procuring that the transferee lessee or disponee of the Land or any part thereof enters into a Deed of Covenant with the Rent Owner in the following terms;-
- 1.2 The owner covenants with the Rent Owner to pay to the Rent Owner the Estate Rentcharge payable pursuant to the Estate Rentcharge Deed dated [ ] and made between The County Council of Durham and [ ] in the proportion set out in the Deed of Apportionment made between the Land Owner and the transferee of the plot on the Land dated [ ]
- 1.3 The owner covenants with the Rent Owner not to Dispose of the plot on the Land or any part thereof without procuring that the transferee lessee or disponee of the property enters into a deed of covenant with the Rent Owner (and signed by the Rent Owner) covenanting to comply with the provisions of this clause 1.2 to 1.4

- 1.4 The parties to this Deed apply to the Chief Land Registrar for a restriction to be entered on the title to the Land in the following form:
- 1.5 No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the Rent Owner or its conveyancer confirming that the provisions of clause 1.2 to 1.4 of this Deed have been complied with.
- 1.6 The provisions of the Law of Property Act 1925 as to the service of Notices shall apply to any Notice or other document required or authorised to be given or served under this Deed as if it were a Notice or document required or authorised to be served under such Act

The parties have executed this document as a Deed and it was delivered on the day it is dated.

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Executed as a deed (but not delivered until the )  
date of it) by the affixing of THE COMMON  
SEAL OF **THE COUNTY COUNCIL OF DURHAM**  
by Order:

Authorised Sealing Officer  
(A permanent Officer of the County Council)

)  
)  
)  
)

Executed as a deed by  
[                    ]  
acting by a director  
in the presence of:

)  
)  
)  
)

.....  
Director

.....  
Signature of witness  
  
Name .....  
  
Address .....  
  
.....

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