**DEED OF EASEMENT** (within the London Borough of Ealing)

This Deed is made pursuant to the Law of Property Act 1925 and the Land Registration Act 2002

**Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Parties**:

1. **Hanger Hill Garden Estate Residents Limited** (Company No. 01757836), with its registered office at 112 Princes Gardens, London W3 0LJ (called "the Grantor").
2. [Insert Name(s) of New Owner(s)] of [Insert Address] (called "the Grantee").

**1. Grant of Easement**

In return for £1 (receipt acknowledged), the Grantor grants to the Grantee the rights set out in **Schedule 2** (called "the Rights") over the land described in **Schedule 1** (called "the Servient Land") for the benefit of the land described in **Schedule 3** (called "the Dominant Land"). These rights are granted to the Grantee in **fee simple** (i.e., permanent ownership).

**2. Payment for Maintenance**

The Grantee agrees to pay, within 14 days of receiving a written request:

* **(i)** One share out of 362 (1/362), or another fair and reasonable proportion (as the Grantor may determine), of the costs of maintaining the **communal gardens** shown in green on the attached plan.
* **(ii)** A fair proportion of the proper costs of maintaining, repairing, or renewing the **gated service roads** and **communal refuse bins** (where provided), shown in orange on the attached plan. The proportion depends on which zone the Grantee's property backs onto:
  + Zone A: 1/81
  + Zone B: 1/16
  + Zone C: 1/26
  + Zone D: 1/30
  + Zone E: 1/28
  + Zone F: 1/32
  + Zone G: 1/28
  + Zone H: 1/37

**3. Grantee’s Covenant**

The Grantee agrees, on behalf of themselves and any future owners of the Dominant Land:

* Not to sell or transfer any part of the property (except by mortgage or charge) **unless** the new owner signs a **Deed of Covenant** in the form set out in **Schedule 4**, agreeing to take on the same obligations under this Deed.

**4. Land Registry Requirements**

The Grantee must ensure that their solicitor applies to **HM Land Registry** within **14 days** of completing the purchase of the **Dominant Land**, to register this **Deed of Easement** against:

* the title number for the **Dominant Land**, and
* the title number **NGL 516344**, which is the **Servient Land**.

The Grantee must also give the Grantor **evidence that the applications have been made** within **21 days** of completion together with **an electronic copy of the signed and dated Deed**.

The registration must:

* Record the rights granted by this Deed on the title to the **Servient Land** (NGL 516344); and
* Add the following **restriction** to the title of the **Dominant Land**:

“No sale or transfer of the property (except a charge) can be registered unless a solicitor certifies that the buyer has entered into a Deed of Covenant complying with clause 3 of the Deed of Easement dated [insert date].”

**5. Release from Obligations**

Once the Grantee sells the Dominant Land and the buyer signs the Deed of Covenant, the Grantee is **released** from all responsibilities under this Deed.

**Execution**

This Deed is signed by both parties as a legal document. The plan must also be signed by both parties.

Executed as a deed by HANGER HILL GARDEN ESTATE RESIDENTS LIMITED acting by

Signature of Director (Hugh John Chrysostom Richards): **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature of Director (Gavin Charles Anderson): **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Executed as a deed by (**Insert full name of new owner**): **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

whose email address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the presence of:

**W** Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I**

**T** Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**N**

**E** Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**S**

**S** Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule 1 – The Servient Land**

The gated service roads (coloured orange) and communal gardens (coloured green) as shown on the attached plan, registered under Title No. **NGL516344**.

**Schedule 2 – The Rights**

The Grantee and those authorised by them have the right to:

* Travel over the orange-coloured gated service roads to reach their property.
* Buy keys to the service road gates from the Grantor.
* Apply for a temporary licence to place a skip on the service roads.
* Put council-approved rubbish bins on the service roads (within 24 hours before or after collection day).
* Use communal refuse bins (where provided).
* Use the communal gardens (coloured green) for appropriate purposes.

**Schedule 3 – The Dominant Land**

The freehold property at **(Insert Address)**, registered under Title No. **(Insert Title Number)**.

**Schedule 4 – Form of Deed of Covenant**

**Deed of Covenant**

**To**: The current owner(s) of **Title Number NGL 516344**

**From**: [Full name(s) of the new owner(s)] of [full address and email address]

We (the "Covenantors") **jointly and severally** agree and covenant with the registered proprietors of the land registered under title number NGL 516344 that:

1. We will comply with the terms and obligations set out in the **Deed of Easement** dated [insert date], made between **Hanger Hill Garden Estate Residents Limited** (the "Original Grantors") and [insert names of Original Grantees] (the "Original Grantees"), which relates to [insert property address] (the "Property").
2. This Deed of Covenant is made at the same time as the transfer of the Property to us.
3. We agree:
   * **(i)** To observe and perform all the obligations in the Deed of Easement as though we were the Original Grantees; and
   * **(ii)** To pay any outstanding amounts due under the Deed of Easement, whether or not those amounts were calculated at the time of signing this Deed and whether they relate to a period before or after the date of this Deed.

**The Deed of Covenant is to be signed by the new owner(s) as a legal document, and an electronic copy sent to the current owner(s) of Title Number NGL 516344 within 21 days of completion.**

