

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").
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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
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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 procure 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.

HHGER Ltd. DoE Map	
Lands owned by Hanger Hill Garden Estate Residents Ltd. Under Title Number NGL516344	
Green	Communal Gardens
Orange	Gated Service Roads
Blue	Ungated Service Roads owned by HHGE Ltd. (the Flats)
Proportionate Contribution to Gated Service Road Zone maintenance	
A	1/81
B	1/16
C	1/26
D	1/30
E	1/28
F	1/32
G	1/28
H	1/37
Each house contributes 1/362 of costs of the communal gardens maintenance	



Signed by the Grantors:

[Signature]
[Signature]

Signed by the Grantee(s):

The HHGER Ltd.
 Directors & Annual
 Budget are appointed
 & agreed at the
 HHGE Residents
 Association Annual
 General Meeting