

1. DATE 31st January 2005

2. PARTIES

- 2.1. "Grant Recipient": The Mayor and Burgesses of the London Borough of Brent, Town Hall, Forty lane, Wembley Middlesex HA9 9HX.
- 2.2. "The Trustees": Derek Forsyth, Tom Jackson, and Helena Negus as trustees on behalf of Mapesbury Conservation Area Trust (an unincorporated association and Doorstep Green Development/Management Group) whose address is 17 Keyes Road, London NW2 3XB.

3. DEFINITIONS AND INTERPRETATION

- 3.1. In this Deed the following words and expressions shall have the meanings given to them in this clause

<b>"DGG"</b>	Mapesbury Conservation Area Trust (an unincorporated association and Doorstep Green Development/Management Group) whose address is 17 Keyes Road, London NW2 3XB
"Grant Contract"	The contract between the Countryside Agency pursuant to which payments of Grant have been or will be made by Countryside Agency to the Grant Recipient to assist in the establishment of a Doorstep Green at the Property
"Property"	all that the freehold property known as Mapesbury Dell registered at Her Majesty's Land Registry under title No. NGL212775.
"Framework Agreement"	means the Agreement dated [31/1/05] between the Grant Recipient and the DGG for the creation and Management of a Doorstep Green at the Property of which a copy is attached to this Deed

- 3.2. Words and expressions defined in the Grant Contract shall bear the same meanings in this Deed.
- 3.3. "DGG" shall mean and include any person or body or organisation succeeding to and carrying on its functions or any relevant part of them.

4. BACKGROUND

- 4.1. The Grant Recipient wishes to establish a Doorstep Green at the Property;
- 4.2. The Countryside Agency has offered Grant to assist the Grant Recipient in such establishment the terms of such offer being set out in the Grant Contract;
- 4.3. The DGG is assisting the Grant Recipient in establishing the Doorstep Green at the Property and the DGG requires that the Grant Recipient to execute this Deed;
- 4.4. Where the Grant Recipient comprises two or more persons the obligations of the Grant Recipient hereunder shall be the joint and several obligations of all such persons.

5. COVENANT

- 5.1. The Grant Recipient covenants with the DGG that it will not within 80 years from the date of this Deed without the prior written consent of the DGG sell lease let or otherwise dispose of or part with possession of the Property or any part thereof or of any equitable interest therein nor create any encumbrance (including without limitation any mortgage charge pledge lien or other encumbrance) thereon.

6. RESTRICTION : LAND CHARGE REGISTRATION

- 6.1. This sub-clause applies where title to the Property is or is to be registered at H.M. Land Registry on its transfer to the Grant Recipient.
- 6.2. The Grant Recipient hereby applies to Her Majesty's Chief Land Registrar to enter and register

a Restriction on the Title to the Property to give effect to clause 5 above and clause 8 below to read as follows:

"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 either (i) a certificate signed by or on behalf of the Mapesbury Conservation Area Trust (an unincorporated association and Doorstep Green Development/Management Group) whose address is 17 Keyes Road, London NW2 3XB by its authorised officer or trustees that the provisions of clause 5 of a Deed of Covenant dated [ 31/1/05 ] and made between (1) The Mayor and Burgesses of the London Borough of Brent and (2) Derek Forsyth, Tom Jackson, and Helena Negus as trustees on behalf of Mapesbury Conservation Area Trust (an unincorporated association and Doorstep Green Development/Management Group) or (ii) a certificate signed by the Solicitor for the time being of the Mayor and Burgesses of the London Borough of Brent of Town Hall Forty Lane Wembley Middlesex HA9 9HD that the provisions of clause 8 of a Deed of Covenant dated [ 31/1/05 ] and made between (1) The Mayor and Burgesses of the London Borough of Brent and (2) Derek Forsyth, Tom Jackson, and Helena Negus as trustees on behalf of Mapesbury Conservation Area Trust an unincorporated association and Doorstep Green Development/Management Group) have been complied with."

## **7. ASSIGNMENT**

The DGG and any successor or assignee of DGG may assign the benefit of this Deed to such person as it thinks fit only if such successor or assignee undertakes with the Council to perform the obligations on the part of the DGG set out in the Framework Agreement and be bound by the Framework Agreement

## **8. DURATION**

This Deed shall cease to have effect on the first of any of the following events occurring: -

- 8.1. 80 years after the date of this Deed
- 8.2. Where the DGG fails to respond within 1 month to any notice by the Grant Recipient to DGG requesting any release or modification of the Deed of Covenant;
- 8.3. passes or serves notice of a proposed resolution to dissolve or otherwise cause to exist;
- 8.4. Where the DGG is in breach of any of its obligations under the Framework Agreement and fails to remedy such breach within fifteen days of receipt of a written notice from the Grant Recipient requiring that the same be remedied;
- 8.5. where DGG is or becomes insolvent;
- 8.6. where the DGG ceases to any material extent to carry out the Volunteer Services

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## **9 Notices**

- 9.3 All notices, documents or other communications to be given hereunder shall be in writing and shall be transmitted by first class registered or recorded delivery mail, to the party being served at the address for that party given in clause 2 or such other or additional address as may be notified in writing by one party to the other.
- 9.4 Any such notice sent by mail shall be deemed to have been duly served three working days after the date of posting.

EXECUTED as a Deed by the Grant Recipient and delivered on the date mentioned in clause 1.

**Mapesbury Dell Doorstep Green  
Deed of Covenant**

The Common Seal of the )  
Mayor and Burgesses of the )  
London Borough of Brent )  
was hereunto affixed )  
in the presence of: )

*R. W. Vale*

Borough Solicitor



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