

Dated

2003

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(1) Waverley Borough Council

(2) [ ]

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**Deed of Covenant**  
relating to premises known as  
East Street Regeneration Scheme  
Brightwell Gardens and the Bowling Green  
Farnham Surrey

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**CMS Cameron McKenna**  
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Draft: 01/28<sup>th</sup> March 2003

**C/M/S/ Cameron McKenna**

**THIS DEED** made the  
**BETWEEN:-**

2003

- (1) **WAVERLEY BOROUGH COUNCIL** of Council Offices The Burys  
Godalming Surrey GU7 1HR (the "**Covenantor**") and
- (2) [ ] (company registration  
number [ ] ) having its registered office at [ ]  
[ ] (the "**Covenantee**")

**WHEREAS:-**

- (1) The Covenantor is the freehold owner of the Property and is also the owner of the freehold reversion to the Premises and the Premises are vested in the Covenantee by virtue of the term of years granted by the Lease
- (2) The Covenantor has agreed to enter into this deed of covenant with the Covenantee for the purposes of protection of the amenity enjoyed by the Premises

**NOW THIS DEED WITNESSES** as follows:-

**1. Definitions**

- 1.1 In this deed unless the context otherwise requires the following expressions shall have the following meanings:-

**"Lease"**: the lease or underlease brief details of which are set out in the first schedule including any deeds and documents bearing supplementing or otherwise affecting the lease

**"Property"**: the property briefly known as Brightwell Gardens and the Bowling Green details of which are set out in the second schedule

**"Premises"**: the premises briefly known as [ ] demised by the Lease

**"Term"**: the term created by the Lease including (if applicable) any holding over or statutory continuation thereof

- 1.2 In this deed unless the context otherwise requires:-

1.2.1 words importing the masculine gender only shall include the feminine and neuter genders and words importing persons shall include firms companies and corporations and vice versa

1.2.2 words importing the singular number only shall include the plural and where there are two or more persons included in the expressions "Covenantor" and/or "Covenantee" then obligations herein on the part of the Vendor and/or the Covenantee shall respectively be obligations by such persons jointly and severally

1.2.3 references to clauses and schedules are to clauses of and schedules to this deed

1.2.4 the headings to clauses and schedules shall not affect the construction of this agreement

## **2. Covenant**

The Covenantor covenants with the Covenantee with the intent that such covenant should enure for the benefit of the Covenantee and its successors in title and assigns and those deriving title through or under the Covenantee that the Covenantor will as from the date hereof and thereafter throughout the Term comply with all of the following covenants:-

2.1 Not to carry out any development on the Property or any part thereof so as to alter the essential nature and character of the Property as an area of open and amenity space

2.2 To keep the Property well maintained and in such a manner as is appropriate to good quality town centre amenity space

## **3. Third party rights**

3.1 Nothing in this Deed is intended to confer on any person any right to enforce any term of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999 except as provided in 3.2 and 3.3

3.2 The Covenantor and the Covenantee agree that subtenants of the Covenantee may in their own right enforce the following terms of this Deed subject to and in accordance with the provisions of clause 3.3 and the provisions of the Contracts (Rights of Third Parties) Act 1999

3.3 No right of the Covenantor and the Covenantee to agree any amendment variation waiver or settlement under or arising from or in respect of this Deed to terminate the whole or any part of this Deed will be subject to the consent of any person who has rights under this Deed virtue of the Contracts (Rights of Third Parties) Act 1999

**IN WITNESS** of which the parties have executed this document as a deed which deed is not delivered until the date specified in the Particulars

**Schedule 1**

**The Lease**

**Schedule 2**  
**The Property**

THE COMMON SEAL of )  
WAVERLEY BOROUGH COUNCIL )  
was hereunto affixed in the presence of:- )

Director

Director/Secretary

THE COMMON SEAL of )  
 )  
was hereunto affixed in the presence of:- )

Director

Director/Secretary

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