

**Dated**

**2015**

[ ]

and

[ ]

and

**The County Council of Durham**

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**Deed of Apportionment of Rentcharge in respect of  
land at [ ], County Durham**

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**This Deed** is made                      day of

**Between**

- (1) [ ](incorporated and registered in England and Wales with company number ) whose registered office is at [ ]
- (2) [ ] ("the Property Owner")
- (3) The County Council of Durham whose address is County Hall Durham DH1 5UL

1. In this Deed the following words shall have the following meanings:

"the Development Site" means the residential development by BDW permitted under application number EC/13/01396/RM and CMA/4/83 and any revision or supplementary permission thereto of the land at Mount Oswald being land on the west side of South Road, Durham;

"the Property" means plot number [ ] (postal address [ ] on the Development Site and for the purposes of identification shown edged red on the plan annexed hereto;

"the Rentcharge" means the rentcharge secured on the Development Site by a Deed of Covenant and Grant of Perpetual Yearly Estate Rent charge dated [ ] between (1) the Rentcharge Owner and (2) BDW ("the Rentcharge Deed");

"the Rentcharge Owner" means The County Council of Durham of County Hall, Durham, DH1 5UL;

2. Title to the Development Site is registered at the Land Registry under title number [ ].

3. Title to the Rentcharge is registered at the Land Registry under title number [DU ].

4. By a Deed (1) [ ] and the (2) Property Owner the Property was transferred to the Property Owner subject to the Rentcharge.

5. By this Deed [ ]and the Property Owner (with the concurrence of the Rentcharge Owner as provided for in the Rentcharge Deed) hereby agree that from the date of this Deed the Rentcharge shall be apportioned as to [1/60] share of the Rentcharge to be paid out of and charged on the Property and the remaining 59th of the said 60 shares to be paid out of and charged upon the remainder of the Development Site.

6. The Property Owner hereby covenants with the Rentcharge Owner to pay the Service Charge (in accordance with and as defined in the Rentcharge Deed) apportioned to the Property pursuant to the terms of this Deed
7. In the event that further dwellings are constructed on the adjoining land and require the use of the sustainable drainage system serving the Development Site the Service Charge will be further apportioned to take account of the number of plots constructed and such apportionment will be notified to the Property Owner in writing by the Rentcharge Owner
8. The parties hereby apply to the Land Registry to make such entries as they shall consider appropriate in the Registers of the respective titles of the Rentcharge and the Development and the Property to give effect to the apportionment hereby effected.

In witness whereof the parties hereto have hereunto executed and delivered this Deed the day and year above written.

**EXECUTED AS A DEED** by

[                    ]  
by [                    ] and [                    ]  
and in exercise of the powers conferred on them  
by a Power of Attorney dated [                    ]  
who has set the name of [                    ]  
signed by  
in the presence of:-

Signed by witness .....  
(signature of witness)

Name: .....

Address: .....  
.....

Occupation: .....

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Signed as a deed by the said

[ ] in

the presence of:

Witness signature .....

Witness name.....

Witness Address.....

.....

.....

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