



Department for Levelling Up,  
Housing & Communities

DATED \_\_\_\_\_ 2022

[The Cornwall Council](#) (1)

Liskeard Town Council (2)

And

**THE SECRETARY OF STATE FOR (3)  
LEVELLING UP, HOUSING AND  
COMMUNITIES**

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**DEED OF COVENANT**

relating to Green Infrastructure for Growth 2 project  
number 05R18P02566, site: Castle Park, Liskeard

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DATE OF DEED

2022

**PARTIES**

- (1) ~~THE CORNWALL COUNCIL OF whose registered office is at~~ New County Hall, Treyew Road, Cornwall, TR1 3AY (the "Owner")
- (2) **LISKEARD TOWN COUNCIL** whose registered office is at 3 West Street, Liskeard, PL14 6BW (the "Purchaser")
- (3) **THE SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES (formerly The Secretary of State for Housing, Communities and Local Government)** whose principal address is 1st floor, 2 Marsham Street, London SW1P 4DF (the "Secretary of State", including its statutory successors in title and assigns)

**INTRODUCTION**

- A The Owner entered into a funding agreement dated 13 June 2019 with the Secretary of State in connection with the Property ("**Funding Agreement**") and has received a grant of European Regional Development Funds ("**Grant**") in connection with the Property.
- B The Owner is the registered proprietor of the Property with Title Absolute.
- C Pursuant to the terms and conditions of the Funding Agreement, the Owner has agreed with the Secretary of State that on disposal of the Property it will procure that the Purchaser shall execute a deed of covenant in favour of the Secretary of State regarding future changes of use of the Property from the Approved Use during its Useful Economic Life.
- D The parties to this deed acknowledge and agree that pursuant to the Funding Agreement, if, at any time up to the Restriction Date, the usage of the Property changes from the Approved Use, Grant may be clawed back.
- E The Owner wishes to dispose of the Property to the Purchaser and the Purchaser has agreed to enter into a deed of covenant with the Secretary of State in the following terms.
- EF The Purchaser has agreed with the Owner to maintain the current environmental growth management plan which reflects the Approved Use and to comply with the Funding Agreement planting on the Property "the Management Plan".

**THIS DEED WITNESSES THAT:**

**1 DEFINITIONS**

In this deed the following words and phrases shall have the following meanings:

"**Approved Use**" means use of the Property as Green Infrastructure with improved biodiversity value, accessibility and community use

"Property" means the land at Castle Park, Liskeard, PL14 3AX as shown edged red on the attached plan and registered at HM Land Registry with Freehold Title Number CL223692

"Restriction Date" means the date which is the 16<sup>th</sup> anniversary of the Final Payment Date (as defined in the Funding Agreement), or such other date as may be agreed between the Parties pursuant to the terms of the Funding Agreement.

Commented [GB1]: What is the final payment date under the grant funding agreement please ?

"Useful Economic Life " means the period up to and including the Restriction Date

## 2 COVENANTS BY THE PURCHASER

2.1 The Purchaser covenants with the Secretary of State and separately with the Owner that:

(a) The Purchaser shall not at any time before the Restriction Date use or permit the use of the Property or any part or parts of the Property save for the Approved Use.

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~~(a)~~(b) The Purchase shall manage and maintain the Property in accordance with the Management Plan and any reasonable recommendations made by the Owner for the duration of the Funding Agreement to ensure that the Funding Agreement is fully complied with.

~~(b)~~(c) The Purchaser shall not at any time before the Restriction Date transfer, grant a lease of or otherwise dispose of the Property or any part or parts of the Property without first procuring that the person acquiring such interest (if more than one jointly and severally) covenants with the Secretary of State in equivalent terms (mutatis mutandis) to this deed.

~~(c)~~(d) The Purchaser shall within ten working days of the date of this deed apply to the Land Registry to register this deed in the registers of title to the Property and to enter a restriction on the registers of title to the Property in the following terms:

"Until 31 December 2039 no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Levelling Up, Housing and Communities whose principal address is 1st floor, 2 Marsham Street, London SW1P 4DF or by their conveyancer

and the Purchaser shall supply a copy of registers of title to the Property to the Secretary of State at the following address:

Department for Levelling up, Housing and Communities, ERDF Programme Delivery Team Department for Levelling Up, Housing and Communities, The Senate, 3<sup>rd</sup> Floor, Southernhay Gardens, Exeter, EX1 1UG.

once this deed has been so registered.

**3 COVENANT BY THE SECRETARY OF STATE**

The Secretary of State will not withhold consent to any transfer, lease or other disposal of the Property (or any part or parts of the Property) by the proprietor of the registered estate or by the proprietor of any registered charge in circumstances where the person acquiring such interest (if more than one jointly and severally) covenants with the Secretary of State in equivalent terms (mutatis mutandis) to this deed and agrees to an equivalent restriction being placed on the title registers in respect of the Property transferred.

**4 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this deed is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

**5 JURISDICTION**

This deed shall be governed by the laws of England.

**IN WITNESS** of which this document has been executed and, on the date set out above, delivered as a deed.

**EXECUTED as a Deed by THE SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES:**

The Corporate Seal of the Secretary of State for Levelling Up, Housing and Communities hereunto affixed and authenticated in the presence of:

Authorised Signatory: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXECUTED as a Deed by**  
**[THE CORNWALL COUNCIL](#)**  
**[by affixing its common seal](#)**  
**[in the presence of:](#)**

**[\[INSERT APPROPRIATE GRANT RECIPIENT EXECUTION CLAUSE\]](#)**

**EXECUTED** as a Deed by **LISKEARD TOWN COUNCIL**:

[INSERT APPROPRIATE EXECUTION CLAUSE]

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**Annexure**

**The Plan and the Management Plan.**

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