

Garvagh Forest Trails Development (Capital Works Project to Develop trails at Garvagh Forest)	12th February 2019
To: The Leisure and Development Committee For Decision	

Linkage to Council Strategy (2015-19)	
Strategic Theme	Protecting and enhancing our environment and assets Prosperity, Health & Wellbeing & Cohesive Community
Outcome	Improved recreational facilities
Lead Officer	Head of Tourism & Recreation Coast & Countryside Manager
Cost: (If applicable)	£1,000 per annum lease.

The purpose of this report is to seek approval from Members on the Lease and Licence Agreement for Garvagh Forest Multi-use and Cycling Trails.

Background

In September 2018 Council approved progression to Stage 3 of the Capital Works process (appointment of a contractor and construction of the works) for Garvagh Forest Multi-use and Cycling Trails.

The trail incorporates 13 kilometres of multi-use and cycling trails at Garvagh Forest which involves enhancing the existing walking product, through the extension of walking trails by a further 5 kilometres, and the inclusion of mountain cycle trails. Works are currently ongoing.

Key elements include:

- Site clearance.
- Trail construction.
- Site improvements / carpark extension / trail head interpretation and data collection.

Maintenance Costs

In December 2017 members were advised that as the project was located within Forest Service estate, Council would have to sign a Memorandum of Understanding (MOU) which would lead to a specific licence agreement for the project. Under the terms of the MOU, the Lease Agreement and the Licence Agreement, Council will be responsible for the delivery and maintenance of all recreational aspects within the defined perimeters set out in each agreement. (The Lease Agreement refers to the carpark and adjacent forest land and the Licence Agreement refers to the rest of the Forest area).

The Council will be required to;

- Manage the mountain bike trails and other associated recreational facilities within the site.
- Inspect and monitor the lands removing any unauthorised structures.
- Manage public use of the land.
- Manage access for contractors appointed by Council to carry out works on the lands (excluding Forestry operations).

- Install and manage all signage and interpretation within the defined area.

Full details of the Council's obligations are listed within the Licence and Lease Agreements for Garvagh attached at **Annex A**.

Duration of Agreements

The Licence and Lease are both for a period of 20 years.

Cost

As set by Land and Property Services, the rent on the Lease Agreement is £1000 per annum for the duration of the Lease.

Recommendation

The Leisure and Development Committee are asked to approve the Lease and Licence Agreements to allow Council to operate the recreational facilities at Garvagh Forest, including the 18km of Forest Multi-use and Cycling Trails.

Dated

day of

2019

THE DEPARTMENT OF AGRICULTURE ENVIRONMENT AND RURAL

AFFAIRS (1)

AND

CAUSEWAY COAST AND GLENS BOROUGH COUNCIL

20 YEAR LICENCE AT GARVAGH FOREST

**THE SOLICITOR
DEPARTMENT OF FINANCE
DEPARTMENTAL SOLICITOR'S OFFICE
3RD FLOOR CENTRE HOUSE
79 CHICHESTER STREET
BELFAST**

LICENCE AGREEMENT made the

2019

PARTICULARS

1.1

the LICENSOR

THE DEPARTMENT OF AGRICULTURE
ENVIRONMENT AND RURAL AFFAIRS of
Dundonald House Upper Newtownards Road
Ballymiscaw Belfast BT4 3SB.

1.2

the LICENSEE

CAUSEWAY COAST AND GLENS
BOROUGH COUNCIL of Cloonavin, 66
Portstewart Road, Coleraine, BT52 1FY

1.3

the LANDS

ALL THAT the Lands within Garvagh Forest
including the trails which are more particularly
shown on Map A attached hereto thereon
coloured blue and dashed blue (“the Trails”) and
associated recreational facilities WHICH Lands
are in their entirety shown coloured green and
outlined in red on Map A attached hereto
TOGETHER with the rights set out in the First
Schedule

1.4

the LICENCE PERIOD

a period of 20 years from 1 July 2019

1.5

LICENCE FEE

5 pence per annum (if demanded). The Licensee will be required to pay a separate fee for the use of the Lands by any commercial service providers such use and terms to be agreed in advance between the Licensor and Licensee

1.6

LEGISLATION

means any statute or order in council or any order, instrument, rule or regulation made under them, or any notice or order issued by a government department, the Northern Ireland Assembly, the legislative making institutions of the European Union, minister, Secretary of State for Northern Ireland or local public regulatory or other authority

1.7

PAYMENT DATE

means 1 July in every year

1.8

PERMITTED USE

For the development operation, management and maintenance of the Trails and associated recreational facilities within the Lands including the development operation management and maintenance of major or significant recreation

events which have the potential to make a wider impact on Garvagh Forest previously approved in writing by the Licensor (such approval not to be unreasonably withheld or delayed)

1.9

PERMITTED ACCESS

means the permitted vehicular access indicated by a brown line on Map B attached

2. DEFINITIONS AND INTERPRETATION

- 2.1 For all purposes of this agreement the terms defined in clause 1 and in this clause have the meanings specified
- 2.2 “the Licence” means the Licence granted by this agreement
- 2.3 Words importing one gender shall be construed as importing any other gender
- 2.4 Words importing the singular shall be construed as importing the plural and vice versa
- 2.5 Where the Licensor or the Licensee comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons
- 2.6 The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation
- 2.7 reference to a piece of legislation, unless stated otherwise, includes all prior and subsequent enactments, amendments and modifications relating to that piece of legislation and any subordinate legislation made under it

3. LICENCE

In consideration of the Licence Fee and of the covenants and conditions to be observed and performed on the part of the Licensee hereinafter contained the Licensor hereby grants to the Licensee the right to use the Lands for the Permitted Use for the Licence Period

4. LICENCE FEE

4.1 The Licensee shall pay the Licence Fee in advance (if demanded) without deduction on the Payment Date

4.2 Neither the payment of nor any demand for any Licence Fee nor the fact that the amount of the Licence Fee is calculated by reference to a period shall create or cause the Licence to become a tenancy

5. LAND OWNERSHIP/STATUTORY FUNCTIONS

For the avoidance of doubt the parties acknowledge and agree that there will be no change in land ownership in respect of this agreement, nor will the Licence restrict the core functions or activities of the Licensor nor require the Licensor or the Licensee to take any action which would be beyond its statutory powers or in breach of government or local government policy or government or local government accounting procedures

6. SURVEY OF THE LANDS AND REPRESENTATIONS

The Licensee acknowledges that the Licensor has afforded it and its professional advisers the opportunity to inspect and survey the Lands and that it has entered into this Licence Agreement solely on the basis of such inspection and survey and the terms hereof and not in reliance upon any representations made by or on behalf of the

Licensor save for any written replies given by the Licensor's solicitors in writing to any written enquiries before Licence by the Licensee's solicitors. On request the Licensor will provide available information as deemed necessary by the Licensee in relation to undertaking any management maintenance and repair work

7. THE LICENSEE'S OBLIGATIONS

The Licensee agrees with the Licensor

7.1 Licence Fee

To pay the Licence Fee (if demanded) in accordance with clause 4.1

7.2 Operation management and maintenance

7.2.1 To operate manage and maintain and otherwise keep in good repair at the Licensee's sole cost the Trails and associated recreational facilities within the Lands

7.2.2 To carry out and complete any repair maintenance replacement or reinstatement works in a good and workmanlike manner using good quality materials observing clause 7.21 of this Licence without interfering with the Licensor's statutory functions and activities

7.2.3 If such works as are required in order to comply with Clause 7.2.1 cannot be carried out without interfering with the Licensor's statutory functions and activities the Licensee shall notify the Licensor and to provide details of the required works and agree with the Licensor the time and manner in which they shall be carried out and completed

7.2.4 The Licensee shall comply with clause 7.22 (not to cause nuisance or damage) in relation to all aspects of the Permitted Use including this

Clause 7.2 and the Licensee shall take all necessary measures and precautions to avoid any such danger nuisance or damage

7.2.5 The Licensee shall observe clause 7.9 (health and safety) in respect of all aspects of the Permitted Use including this clause 7.2

7.2.6 To inspect and monitor the Lands and to remove any unauthorised structures or trails associated with the Permitted Use and to bear the sole cost thereof

7.2.7 To operate manage and be the employing and paying authority for employees contractors and agents working on the Lands in relation to the Permitted Use

7.3 Consent for alteration of Trails and associated recreational facilities

7.3.1 Not without the consent in writing of the Licensor first obtained nor except in accordance with plans and specifications first submitted in duplicate to and approved by the Licensor (but so that such approval of the plans shall also not be unreasonably withheld or delayed) nor except to the reasonable satisfaction of the Licensor to upgrade or to materially change the Trails (save for the purposes of ongoing maintenance or making good any defect therein) and associated recreational facilities and if the Licensor so consents to any such upgrade or material change then the Licensee shall be solely responsible for all costs in relation thereto and for all subsequent operational management and maintenance and repair thereof

7.3.2 The Licensor's consent, if given, in accordance with clause 7.3.1 above shall be in the form of a letter detailing such conditions as the Licensor necessarily requires and will not be given until the Licensee signs a

duplicate copy of the letter and returns it to the Licensor by way of agreement

7.4 Plant vehicles and equipment

Not to leave any plant vehicle and equipment on the Lands outside the times agreed by the Licensor

7.5 Permitted Use

Not to use the Lands for any purpose other than for the Permitted Use

7.6 Erection of Way Markers

To erect way markers for the purpose of the Permitted Use subject to prior approval of same by the Licensor such way markers to be compatible with the Licensor's forestry objectives and the overall forest environment in locations approved by the Licensor (such approval not to be unreasonably withheld or delayed) and thereafter to maintain same in good repair and condition and clearly visible to members of the public

7.7 Erection of Interpretation Panels

To erect interpretation panels for the purpose of the Permitted Use at locations as per work specifications subject to prior approval of same by the Licensor such interpretation panels to be compatible with the Licensor's forestry objectives and the overall forest environment at locations approved by the Licensor (such approval not to be unreasonably withheld or delayed) and to ensure that such panels contain such relevant information as may be agreed upon by the parties from time to time (such agreement not to be unreasonably withheld or delayed) and thereafter to maintain same in good repair and condition and if necessary to erect signs indicating that any of the said items are available for use by members of the public

7.8 Erection of Signs

To erect and maintain other signs (not covered by clauses 7.6 and 7.7) on the Lands in connection with the Permitted Use the number of such signs and the wording of such signs and the locations for same to be first approved in writing by the Licensor and to be compatible with the Licensor's forestry objectives and the overall forest environment

7.9 Health and Safety

To plan operate manage and maintain the health and safety management of Permitted Use including regular associated safety checks and remedial action required for the Trails and associated recreational facilities including the car park and recreation events together with all other public liability issues associated with the Permitted Use

7.10 Statutory Requirements

To comply with all Legislation for the time being in force in relation to the Permitted Use of the Lands (including without prejudice to the generality of the foregoing all obligations or requirements in relation to planning environmental and health and safety matters) and do and execute or cause to be done and executed all such works acts deed matters and things as under or by virtue thereof are or shall be properly directed or necessary to be done or executed upon or in respect of the Lands or permitted access or any part thereof in relation to such Permitted Use and at all times to keep the Licensor indemnified against all claims demands and liability in respect thereof

7.11 Reinstatement of the Lands

At the expiration or sooner determination of the Licence Period to yield up the Lands unto the Licensor together with any improvements thereto in such state of

condition as shall in all respects be consistent with a full and due performance by the Licensee of the obligations and conditions herein contained and if the Licensor so requires then to reinstate the Lands to their original condition prior to carrying out any works or to such condition as is to the reasonable satisfaction of the Licensor and in the event of the Licensor requesting the Licensee to reinstate the Lands then the Licensee shall effect such works within a reasonable period of time (such period to be not in excess of 3 months notwithstanding that the Licence Period shall have expired or otherwise determined) failing which the Licensor shall be entitled to effect such reinstatement works with the Licensee to pay to the Licensor the cost of so doing and all expenses incurred by the Lessor within 28 days of written demand PROVIDED ALWAYS that the Licensee shall not be required to reinstate at the expiry of the Licence Period if the parties to this Licence have agreed the terms of a new licence agreement for the Permitted Use by the Licensee of the Trails on the Lands for a further licence period

7.12 Permitted Use and Vehicular Access

7.12.1 Not without the Licensor's prior written consent (such consent not to be unreasonably withheld or delayed) to permit any person to use the Trails and associated recreational facilities other than for walking, cycling, horse riding, orienteering or any other recreational use approved of by the Licensor PROVIDED ALWAYS that access by vehicles driven by employees of the Licensee its agents or contractors having a formal arrangement with the Licensee and previously approved by the Licensor who are carrying out operation, management, maintenance and repair work in connection with the Permitted Use allowed for in this Licence shall not be deemed to be a breach of this covenant

7.12.2 Not to access the Lands with vehicles other than along the Permitted Access shown coloured brown on Map B attached hereto and not to access this route with heavy goods vehicles plant and machinery without first securing the prior permission of the Lessor

7.13 Competence Requirements for those working on the Lands

The Licensee must ensure that any operatives employed by it or by any contractor or sub contractor employed by it to carry out works e.g. felling of trees removal of encroaching vegetation application of herbicides and pesticides etc to the Lands, meet all statutory obligations including training and competency requirements and in addition hold the appropriate and necessary competency certificates required to carry out such works

7.14 Inspection of Trees

7.14.1 To regularly and without prejudice to the generality of the foregoing following extreme weather conditions such as flooding and storms inspect the condition of the trees within the Lands that have the potential to impact on the Permitted Use such inspection to include an assessment of the scale of the risk and timing of remedial measures; and

7.14.2 to carry out any remedial works assessed as necessary by the Licensee such remedial works to be carried out by the Licensee at the Licensee's sole cost with the consent of the Licensor such consent not to be unreasonably withheld or delayed provided that the Licensee may take immediate steps, without the Licensor's consent, to clear fallen trees and debris from the Trails and associated recreational facilities including the car park and recreation events in the case of any emergency health and

safety situation where such debris is not of a scale associated with a Force Majeure incident in which case clause 10.7 hereof shall apply.

7.14.3 In situations where the Licensee perceives that there may be an immediate health and safety risk from hazardous trees the Licensee should take appropriate actions e.g. suspend the Permitted Use in that particular location and seek the Licensor's permission to carry out remedial works or to divert the trail at the Licensee's sole cost

7.15 Diversion of Trails and Associated Recreational Facilities

Prior to a planned forestry activity or following an unplanned event such as extreme weather including storm and flooding the Licensee should seek the Licensor's permission to take immediate appropriate action e.g. to divert the trail and seek the Licensor's permission to carry out remedial works at the Licensee's sole cost such permission not to be unreasonably refused or delayed where such diversion or remedial works will not interfere with or prevent the Licensor from carrying out its statutory function

7.16 Operation of the Permitted Use with other forestry and recreational activities

To operate the Permitted Use under this Licence taking account of other forestry and recreational activities at the Lands including such rights as shooting, fishing and public access and to communicate and inform all servants agents licensees and invitees of the Licensee or any person on or at Lands with the Licensee's actual or implied authority that the Lands are subject to such rights and to other forestry and recreational activities permitted by the Licensor and to plan operate manage and maintain the health and safety management of Permitted Use in accordance therewith

7.17 Security Arrangements

7.17.1 To observe all security arrangements for the use of the Lands, which the Licensor makes from time to time, provided the Licensee or its appointed representative receives notification of same

7.17.2 To agree appropriate security measures including the operation and management of the security gates with the Licensor

7.18 Biosecurity

To observe all biosecurity measures for the Lands, which the Licensor makes from time to time, provided the Licensee or its appointed representative receives written notification of same

7.19 Insurance

To effect and maintain employers liability and public liability insurance for a minimum sum of £10 million (or as otherwise revised by the Licensor) in relation to any one occurrence in respect of the Permitted Use with a reputable UK insurance company

7.20 Indemnity

To keep the Licensor fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages, and liability arising directly or indirectly from:

7.20.1 breach by the Licensee its servants agents licensees and invitees or any person on or at Lands with its actual or implied authority of any of the provisions of this Agreement

7.20.2 the use of the Lands by the Licensee its servants agents licensees and invitees or any person on or at Lands with its actual or implied authority and

7.20.3 any act neglect or default by the Licensee its servants agents licensees and invitees or any person on or at Lands with its actual or implied authority

7.21 Licensor's use of the Lands

The Licensee shall not create or permit any restriction to the use of the Land by the Licensor its agents contractors and others authorised by the Licensor in connection with its forestry function

7.22 No nuisance or damage

Not to do or permit or suffer to be done upon or in connection with the Lands anything which shall be or tend to be a danger or a nuisance or cause of damage to the Licensor members of the public generally or to any other authorised user of the Lands the Lands or any part thereof

7.23 NO assignment

Not to assign or purport to assign this Licence except that the Licensee with the prior written consent of the Licensor (such consent not to be unreasonably withheld or delayed) may assign this Licence to a statutory successor established to undertake the obligations of the Licensee.

7.24 NO mortgages or charges

Not to mortgage or charge this Agreement

7.25 Root systems

Not to damage the tree root systems and underground structures (if any) within the Lands

7.26 Forestry Bye-Laws

To comply with The Forestry Land Byclaws (NI) 2013 and any other bye-laws for the time being in force during the term of this Licence

7.27 Litter

To assume all responsibilities relating to the collection and removal of litter including dog foul from the Trails and associated recreational facilities including the car park and recreation events

7.28 Production of Information

To make available for inspection at the Licensor's request in respect of the following:

- 7.28.1 such evidence as the Licensor reasonably requires to satisfy itself that the Licensee's obligations in this Licence are being complied with;
- 7.28.2 all information that the Licensor reasonably requires from time to time to comply with the Licensor's statutory functions;
- 7.28.3 all maintenance and repair records in respect of the Permitted Use including without prejudice to the generality of the foregoing all records of inspections and works carried out under clauses 7.14 (tree inspection) and 10.7 hereof;
- 7.28.4 all health and safety records including the Licensee's health and safety management plan and operation thereof and all records of inspections actions and works carried out under clauses 7.14 (tree inspection) and 10.7
- 7.28.5 evidence that the insurance policy required under clause 7.19 hereof is in place

7.29 Reporting Arrangements

The Licensee shall comply with any formal monitoring arrangements agreed by both parties and will provide a report to the Licensor by 30 September annually (or such other date as the parties may agree) on outcomes achieved as a result of this

Licence. The report will be prepared in a format to be agreed by both parties and may be made public in whole or part.

7.30 MANAGEMENT AND MAINTENANCE OF RECREATION EVENTS

7.30.1 To seek the prior written approval of the Licensor to all major or significant recreational events which have the potential to make a wider impact on the Lands which the Licensee proposes to hold on the Lands (such approval not to be unreasonably withheld or delayed) ; and

7.30.2 To prepare manage maintain and carry out reinstatement works to the satisfaction of the Licensor in relation to all of those events previously approved in writing by the Licensor and to bear the sole cost thereof

8. **YIELDING UP BY LICENSEE**

On the determination of this Licence quietly to yield up unto the Licensor or its successors and assigns the Lands in such condition as shall be in accordance with the obligations in clause 7.11

9. **DETERMINATION OF LICENCE**

9.1 Upon notice, the Licensee will take immediate action to remedy any substantive breaches of this licence.

9.2 This Licence may be terminated at any time by the Licensor by notice in writing served by the Licensor on the Licensee if the Licensee having been previously notified in writing by the Licensor does not remedy any substantive breach of any terms of this Licence within a period of 4 calendar months or such other period of time that the circumstances require.

- 9.3 Without prejudice to clause 9.2 hereof if there is a breach of the terms of this Agreement to carry out operations in on under or over the Lands the Licensor may if the Licensee has not commenced same within one month and continuously and diligently complete those operations to the satisfaction of the Licensor enter the Lands and carry out the operations and recover from the Licensee the cost of so doing and all expenses reasonably incurred by it in doing so within 28 days of written demand
- 9.4 The Licensee may determine this Licence on the sole ground that it is no longer in the public interest to continue to operate the Trails and associated recreational facilities including the car park on condition that:
- 9.4.1 the Licensee must give the Licensor not less than 12 months' prior written notice of the date of determination;
- 9.4.2 the Licensee must clearly evidence and demonstrate to the Licensor that the Licensee has completed all due process relating to the funding for the Permitted Use and that it has considered all competing priorities in the Council area before deciding that it is no longer in the public interest to continue the Permitted Use;
- 9.4.3 the Licensee 9 months prior to the date of determination of the Licence fully communicate to the public the Licensee's decision to terminate public use of the Trails and associated recreation facilities in such manner as the Licensor reasonably requires; and
- 9.4.3 at the date of the determination observes all the conditions contained in this Licence (including without prejudice to the generality of the foregoing clause 7.11 reinstatement of the Lands

then on expiry of the notice the Licence shall terminate immediately but without prejudice to any rights or remedies which may have accrued to either party to this Licence.

10. **AND IT IS ALSO AGREED** between the parties hereto as follows:-

- 10.1 On any termination of the Licence hereby granted the Licensee shall not require nor shall the Licensor be under any obligation to make or pay any compensation to the Licensee in respect of any disturbance or loss occasioned to the Licensee or for any reason
- 10.2 The Licensor shall not be responsible to the Licensee or the Licensee's servants or agents or other persons on the Lands or calling upon the Licensee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the Lands unless same is caused by the act neglect or default of the Licensor
- 10.3 The Licensor does not give any undertaking or warranty express or implied that the Lands are suitable for the purpose of the Licensee's use thereof
- 10.4 Any notice to be given or served hereunder upon the Licensee shall be sufficiently given or served if it is sent by registered post or recorded delivery service addressed to the Licensee at its last known place of business and shall if posted be deemed to have been received on the day following the date of such posting
- 10.5 Nothing herein contained shall in any way render the Licensor responsible for the security, safekeeping, insurance, storage or preservation of any of the Licensee's goods, products or merchandise or other property left on the Lands at any time and all such items shall during the currency of this Agreement be at the Licensee's sole risk

- 10.6 Nothing herein contained shall by implication of law or otherwise operate to confer on the Licensee any easement right or privilege whatsoever over or against any adjoining or other property belonging to the Licensor (whether forming part of the Lands aforesaid or not) which might restrict or prejudicially affect the Licensor's future use of the Lands nor shall the Licensee be entitled to compensation for any damage or disturbance caused by or suffered through any such rebuilding alteration or development and the Licensor through its operational plans will make all reasonable endeavours to minimise any impacts to the Trails and associated recreational facilities and recreation events
- 10.7. Where "Force Majeure" occurs e.g. trees blowing over the Lands or flooding of the Lands thereto the Licensor will take action to secure access in order to protect interest in value of the timber and to protect the Lands and roads infrastructure from further damage. Harvesting of any storm-damaged material will be at a time suitable for the Licensor taking account of the needs of the Licensor's customers for the timber and the amount of similar salvage work required elsewhere within the Forest Estate in Northern Ireland. If the Licensee wishes to keep the Trails and associated recreational facilities including the car park and recreation events open it may do so at its own risk but will bear sole responsibility for management of road closures, diversions and any other signage and any remedial works to the Trails and recreational facilities including the car park and recreation events which may be necessary to facilitate the provision of the Permitted Use during such unforeseen events and will compensate the Licensor for the timber value cut by it as determined by the Licensor's existing contracts for material of that type at the time the Licensee elects to work on the trees PROVIDED ALWAYS THAT compensation will not be payable by the Licensee provided that the trees are cut

to a specification agreed by the Licensor. The Licensor will not accept any responsibility for keeping the Lands open due to this or any other cause outside its control

10.8 The agreement of the parties to mutually consult and if possible agree all initiatives and other matters pertaining to this Licence but if at any time hereafter a dispute, doubt or question shall arise between the parties concerning the construction, meaning or effect of this Licence or any provision herein contained or the respective rights or liabilities hereunder then every such dispute, doubt or question shall at the request of either party hereto be referred to a single arbitrator to be agreed upon by the parties or in default of such agreement to be appointed by the Chairman upon the application of either party for the time being of the Northern Ireland Branch of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996 or any statutory modification or reenactment thereof for the time being in force and the costs of any such reference shall be borne equally by the parties hereto

10.9 The Licensor reserves the right to vary the extent of the Lands if during the period of the Licence Agreement the Licensor requires part of the Lands back for its exclusive use or to grant a Licence or Lease to a third party and the Licensee agrees to enter into a variation agreement in order to document such variation.

11. **NO TENANCY**

This Agreement constitutes a Licence and confers no tenancy upon the Licensee and possession of the Lands is retained by the Licensor subject however to the rights created by this Licence

12. **JURISDICTION**

All aspects of this agreement fall under the jurisdiction of the Northern Ireland courts and law

13. **FREEDOM OF INFORMATION**

The activities of both parties in relation to the operation of the Licence may be subject to requests for information under the Freedom of Information Act. Each party should assist the other with any such requests.

FIRST SCHEDULE

(Rights)

Full and free right and liberty at convenient times for the Licensee and its employees servants agents and appointed contractors with or without appropriate vehicles equipment and machinery to enter upon any part of the Lands in accordance with the terms of this Licence to observe and perform the Licensee's obligations under this Licence.

SIGNED on behalf of the Department and by the Licensee the day and year first herein written.

SIGNED on behalf of the Department of Agriculture and Rural Development

Signed by:-

Authorised Officer

In the presence of:-

Witness

Both of Dundonald House, Upper Newtownards Road, Ballymiscaw, Belfast BT4 3SB

SIGNED on behalf of Causeway Coast and Glens Borough Council

Signed by:-



Authorised Officer

In the presence of:-







Witness

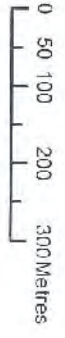
both of Cloonavin, 66 Portstewart Road, Colcraine, BT52 1EY

MAP A
LICENCE

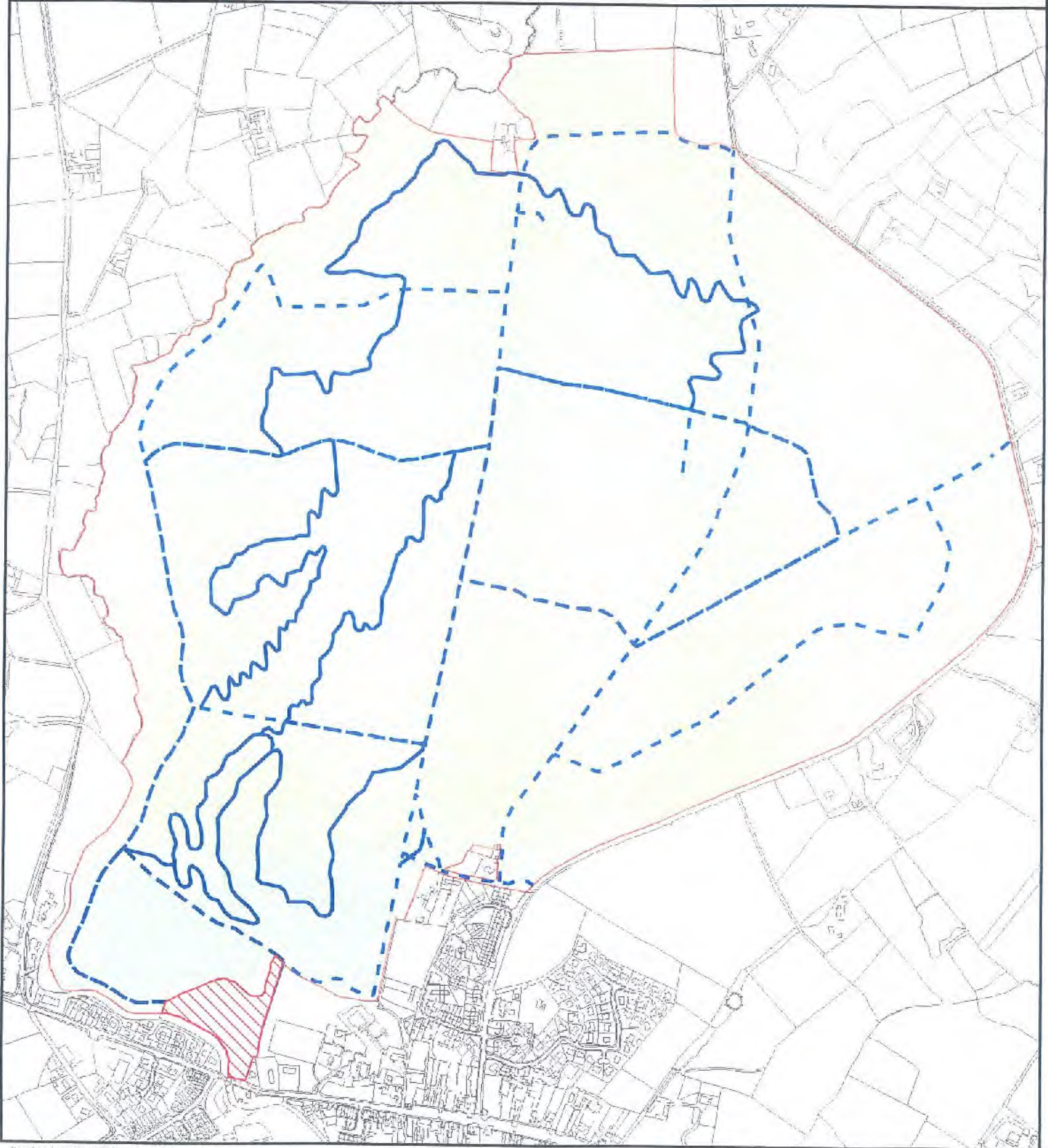
GARVAGH FOREST
 Licence to
 Causeway Coast and
 Glens Borough Council



-  Trail (Existing forest road)
-  Trail (Existing single path)
-  Garvagh leased recreation area
-  Garvagh Forest



Prepared: 22/11/2018





This report is based on aerial photography and is prepared for the purpose of providing information only. It is not intended to be used as a basis for any legal proceedings. The Forestry Commission is not liable for any loss or damage arising from the use of this report.

MAP B

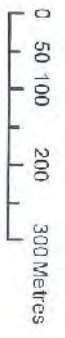
LICENCE

GARVAGH FOREST

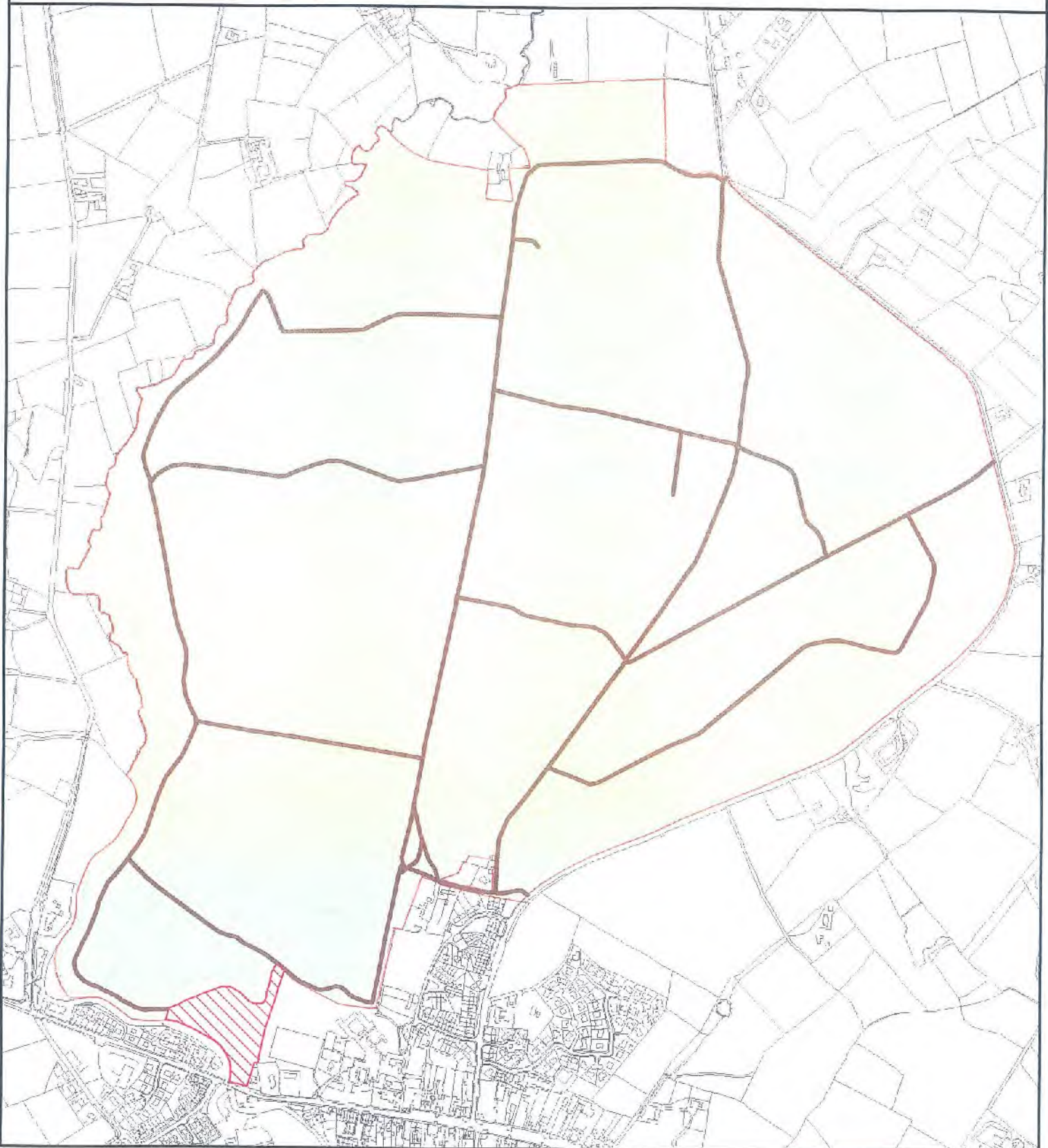
Licence to
Causeway Coast and
Glens Borough Council



- Permitted vehicular access
- Garvagh Forest



Prepared: 01/11/2018



Dated this day of 2019

**THE DEPARTMENT OF AGRICULTURE
ENVIRONMENT AND RURAL AFFAIRS**

AND

CAUSEWAY COAST AND GLENS BOROUGH COUNCIL

20 YEAR LEASE GARVAGH FOREST

**THE SOLICITOR
DEPARTMENT OF FINANCE
DEPARTMENTAL SOLICITOR'S OFFICE
3RD FLOOR CENTRE HOUSE
79 CHESTER STREET
BELFAST**

THIS LEASE dated the _____ day of _____ 2019 and made between THE DEPARTMENT OF AGRICULTURE ENVIRONMENT AND RURAL AFFAIRS of Dundonald House, Upper Newtownards Road, Belfast (hereinafter called “the Lessor” which expression shall where the context so admits include its successors in title) of the one part and CAUSEWAY COAST AND GLENS BOROUGH COUNCIL, Cloonavin, 66 Portstewart Road, Coleraine, BT52 1EY (hereinafter called “the Lessee” which expression shall where the context so admits include its successors and permitted assigns) of the other part

WITNESSETH as follows:-

1. In consideration of the rent and covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee ALL THAT the lands described in the First Schedule hereto (hereinafter referred to as “the demised premises”) TOGETHER WITH the benefit of the easements rights and privileges set forth in the Second Schedule hereto (“the Rights”) EXCEPTING AND RESERVING unto the Lessor and all other persons authorised by the Lessor the Exceptions and Reservations contained in the Third Schedule hereto

TO HOLD the same together with the Rights and excepting and reserving as aforesaid unto the Lessee for a term (hereinafter called “the term”) of twenty years from 1 July 2019

YIELDING AND PAYING therefore unto the Lessor yearly in advance on the anniversary of the date of commencement of these presents without any deduction the yearly rent of £1,000 [One Thousand Pounds] subject to clause 2(25) hereof the first payment to be made within one month from the date of commencement of these presents and in respect each successive period of five years of the said term such a

rent not being less than the rent payable for the immediately preceding period of 5 years as shall be agreed in accordance with the provisions for review set out in the Fourth Schedule hereto such revised yearly rent to be paid annually in advance in the same manner as the initial rent hereby reserved

2. The Lessee to the intent that the obligations may continue throughout the term hereby covenants with the Lessor as follows that is to say:-

- (1) To pay the reserved rent
- (2) To maintain and keep the demised premises including all structures and buildings erected thereon and the fixtures and fittings therein in good and substantial repair and condition and to replace where necessary at the Lessee's sole cost the structures and buildings on the demised premises the conducting media serving the demised premises and fixtures and fittings therein ensuring that the demised premises are at all times kept secure the Lessee to be responsible for the provision of any security measures required in respect of same
- (3) Not to use the demised premises for any purpose other than for the development operation management and maintenance of a public recreation area at Garvagh Forest with associated buildings, car parks, trees and woodland area and trails and associated recreation facilities as well as related utilities and services which permitted use shall include the promotion of recreation activities on the demised premises and specific events promoted by the Lessee from time to time
- (4) (a) To pay and to indemnify the Lessor against all rates taxes duties charges assessments impositions and outgoings whatsoever of an annual or recurring nature whether parliamentary parochial local or of any other description which are now or may at any time hereafter be taxed assessed charged or imposed

upon or payable in respect of the demised premises or on the owner or occupier in respect thereof except only such as the owner of the leasehold reversion is by law bound to pay notwithstanding any contract to the contrary

(b) VAT (or any tax of a similar nature which may be substituted for it or levied in addition to it) will be chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with the lease or in respect of any payment made by the Lessor where the Lessee agrees in this lease to reimburse the Lessor for such payment

- (5) From the date of this Lease to comply with all Legislation where 'Legislation' means any statute or order in council or any order, instrument, rule or regulation made under them, or any notice or order issued by a government department, the Northern Ireland Assembly, the legislative making institutions of the European Union, minister, Secretary of State for Northern Ireland or local public regulatory or other authority for the time being in force in relation to the demised premises including all relevant requirements regarding health and safety and environmental matters including the provision and maintenance of fire prevention and fire-fighting equipment (within the buildings and elsewhere on the demised premises) and do and execute or cause to be done and executed all such works acts deed matters and things as under or by virtue thereof are or shall be properly directed or necessary to be done or executed upon or in respect of the demised premises or any part thereof whether by the owner Lessor Lessee or occupier and at all times to keep the Lessor indemnified against all claims demands and liability in respect thereof
- (6) At the expiration or sooner determination of the term quietly to yield up unto the Lessor the demised premises together with any improvements made thereto in

such state and condition as shall in all respects be consistent with the full and due performance by the Lessee of the covenants herein contained including the observance by the Lessee of the repair obligation herein contained at clause 2 (2) above

- (7) (a) To regularly and without prejudice to the generality of the foregoing following extreme weather conditions such as flooding and storms using professionally competent personnel inspect the condition of trees that have the potential to impact on the Lessee's use of the demised premises such inspection to include an assessment of the scale of the risk and timing of remedial measures and the Lessee acknowledges that it has entered into this Lease solely on the basis of having completed an examination of tree safety prior to the date of this Lease and after considering the terms of this Lease and not in reliance upon any representations whether written or implied made by or on behalf of the Lessor
- (b) to carry out any remedial works assessed as necessary as a result of such inspection or examination such remedial works to be carried out by the Lessee at the Lessee's sole cost with the prior consent of the Lessor (such consent not to be unreasonably withheld or delayed) provided that the Lessee may take immediate steps, without the Lessor's consent, to clear fallen trees and debris from the demised premises in the case of any emergency or health and safety situation where such debris is not of a scale associated with a Force Majeure incident in which case clause 7 hereof shall apply
- (c) In situations where the Lessee perceives that there may be an immediate health and safety risk from hazardous trees the Lessee should take appropriate actions e.g. suspend public access in that particular area and carry out any necessary remedial works at the Lessee's sole cost.

- (8) (a) To manage the woodland and trees within the demised premises in line with both parties' statutory obligations including the Lessor's statutory obligations under the Forestry Act (Northern Ireland) 2010
- (b) to maintain a woodland management plan approved by the Lessor in the form of the Woodland Management Plan attached hereto. If demanded the Lessee will pay the Lessor the value of timber felled and sold from the demised premises.
- (c) to ensure that any landscaping on the demised premises is in keeping with the surrounding woodland environment and all requisite statutory consents
- (9) to permit the Lessor or its agents or such workmen as may be authorised by him at all convenient hours in the daytime on reasonable notice to enter into and upon the demised premises and every part thereof to examine the state of repair and condition of the demised premises and within three months or sooner if requisite after notice in writing to the Lessee of all defects and wants or reparation that are the responsibility of the Lessee in accordance with clause 2 (2) above found on such examination shall have been given or left at the demised premises to repair and make good the same according to such notice and the covenants in that behalf hereinbefore contained and in case the Lessee shall make default in so doing it shall be lawful for the workmen or others to be employed by the Lessor to enter upon the demised premises and repair and restore the same and to pay the Lessor the cost of so doing and all expenses incurred by the Lessor within 28 days of written demand
- (10) To pay to the Lessor all reasonable costs charges and expenses which may be incurred by the Lessor in abating any nuisance connected with the Lessee's use of the demised premises and executing all such works as may be necessary for

abating nuisance on the demised premises in obedience to a notice served by a local or public authority

- (11) To pay to the Lessor all reasonable and proper costs charges and expenses (including reasonable legal costs and fees payable to a surveyor) which may be incurred by the Lessor in or in contemplation of any proceedings under Section 14 of the Conveyancing Act 1881
- (12) The Lessee must ensure that any operatives employed by it or by any contractor or sub contractor employed by it to carryout works including the removal or pruning of trees, and application of herbicides, and pesticides, to the demised premises and permitted access and environs hold the appropriate and necessary qualifications required to carry out such works
- (13) The Lessee shall not remove any trees from the demised premises and environs without the prior written consent of the Lessor (not to be unreasonably withheld or delayed) excepting those trees identified in the agreed Woodland Management Plan as per Clause 2(8)(b) or those requiring removal for health and safety reasons as per Clause 2(7)(b)
- (14) (a) Not without the consent in writing of the Lessor first obtained nor except in accordance with plans and specifications previously submitted in duplicate to and approved by the Lessor (but so that such written consent and approval of plans and specifications shall not be unreasonably withheld or delayed) nor except to the reasonable satisfaction of the Lessor nor without obtaining and complying with all necessary statutory consents to make any alteration to the demised premises including for the avoidance of doubt the removal of any existing buildings the erection of any new or additional buildings or structures on the demised premises and the renovation of any existing buildings unless

for the purpose of making good any defect therein required by the Lessor nor to do or suffer in or upon the demised premises any wilful or voluntary waste or spoil **PROVIDED ALWAYS** that it may be a condition of any consent required under the provisions of this clause that the Lessee shall pay the costs and expenses reasonably incurred by the Lessor in relation to the granting of such consent

(b) without prejudice to the generality of clause (14)(a) not to make any alterations or additions to any electrical installations on the demised premises without the prior consent of the Lessor (not to be unreasonably withheld or delayed) and to carry out any such works for which consent is granted in accordance with the terms and conditions of the Institute of Electrical Engineers (or such equivalent body as the case might be during the term of the Lease) and all Northern Ireland Electricity Regulations (or such equivalent body as the case might be during the term of the Lease)

(15) Not at any time to use the demised premises or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose

(16) To take account of other activities on the Lessor's lands adjoining the demised premises ("the adjoining lands") including such rights as shooting, fishing and public access and to communicate and inform all servants agents licensees and invitees of the Lessee or any person on or at demised premises with the Lessee's actual or implied authority of such forestry and recreational activities and to plan operate manage and maintain the health and safety management of demised premises in accordance therewith

(17) (a) To effect and maintain employer's liability and public liability insurance for a minimum sum of £10,000,000 (ten million pounds) or as otherwise revised by

the Lessor in relation to any one occurrence with a reputable UK insurance company and to furnish to the Lessor when requested evidence of the existence of such policy together with copies of all renewal notices or endorsements affecting same

(b) To insure all buildings on the demised premises in their full reinstatement value with a reputable UK based insurance company against the usual insured risks to include loss or damage by fire, lightning, explosion (including that of boilers and heating apparatus but other than by reason of terrorist activity) aircraft (other than hostile aircraft) and other aerial devices and articles dropped therefrom, heave and subsidence, land slip, earthquake, storm, tempest, bursting or overflowing of water tanks, apparatus or pipes, flood, impact by road vehicles malicious damage and (if available at reasonable economic premium) riot, civil commotion together with any other reasonably foreseeable risks ("Insured Risks")

(c) In the event of the buildings on the demised premises being destroyed or damaged by an Insured Risk or an event giving rise to a claim for compensation under the Criminal Damage (Northern Ireland) Order 1977 ("1977 Order"), then save to the extent that the insurance proceeds or compensation monies are irrecoverable due to a negligent act default or omission of the Lessor its servants or agents in relation to its exercise of rights reserved to the Lessor over the demised premises or its activities on adjoining lands then the Lessee shall apply for and use all reasonable endeavours to obtain all planning permissions building regulations consents and other consents and licences required to enable the Lessee to repair and reinstate the buildings on the demised premises ("the Permissions") as soon as

possible and shall apply all insurance and compensation money received in repairing and reinstating the buildings on the demised premises as soon as the Permissions have been received or immediately where no Permissions are required making up any deficiency in such insurance and compensation out of its own monies and to carry out the works of repair reinstatement or replacement in a good and workmanlike manner in accordance with good building practice and using good quality materials and in accordance with all necessary statutory consents and the requirements of statute any statutory orders and regulations made under or deriving validity from them and codes of practice of local authorities and competent authorities affecting such reinstatement works, bye-laws, any local Act, the Fire Officer and any applicable supranational legislation or directions and the requirement of any relevant British standards institution standards and codes of practice applicable at the time that such reinstatement is commenced

(d) The Lessee need not reinstate any buildings agreed for removal with the Lessor under Clause 2(14)(a) or under Clause 2(17)(c) as appropriate while prevented by any of the following:

- (i) failure by the Lessee to obtain the Permissions despite using all reasonable endeavours;
- (ii) the grant of any of the Permissions subject to a lawful condition with which it would be unreasonable to expect the Lessee to comply with or the planning or highway authority's insistence that as a pre-condition to obtaining any of the Permissions the Lessee must enter into an agreement with the planning or highway authority that would contain a term with which it would be unreasonable to expect the Lessee to comply;

- (iii) some defect in the site upon which the reinstatement is to take place so that it could not be undertaken or undertaken only at excessive cost which is unreasonable in the circumstances;
- (iv) war act of God government action strike lock-out or any other similar circumstances beyond the control of the Lessor or the Lessee
- (e) If the buildings or any erections on the demised premises shall suffer total or substantial damage or destruction by an Insured Risk or an event giving rise to a claim for compensation under the 1977 Order the Lessee shall use all reasonable endeavours to repair and reinstate the buildings or any erections on the demised premises within a period of 24 months from the date of such damage or destruction provided that if clause 2(17)(d) applies or the substantial damage or destruction is caused by a risk which is not an Insured Risk and for which compensation monies under the 1977 Order are not payable or the insurance proceeds or compensation monies are irrecoverable due to a negligent act default or omission of the Lessor its servants or agents in relation to its exercise of rights reserved to the Lessor over the demised premises or its activities on adjoining lands then the Lessee or the Lessor shall subject to the Lessee first removing all damaged or destroyed buildings from the demised premises (but such removal shall not require the removal of foundations or services laid beneath the ground which will be made safe by the Lessee) become entitled at any time thereafter to determine this Lease on giving the other party not less than four weeks prior written notice and on the expiration of such notice the term will immediately cease and determine but without prejudice to any rights or remedies that may have accrued to either

party against the other in respect of any breach of covenant or other term of this Lease

- (18) (a) To the extent permitted by law the Lessor shall not be responsible for any damage or injury to any person or persons or property on the demised premises occasioned by fire storm tempest flooding lightning explosion or any other cause attributable to any defect or want of repair and the Lessee will effectually indemnify and keep indemnified the Lessor with respect to all or any such damage or injury
- (b) To keep the Lessor fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arising directly or indirectly from:
- (i) breach by the Lessee of any of the provisions of this Lease or
 - (ii) the use of the demised premises and any access thereto during the term hereof by the Lessee or any person on the demised premises and any access thereto with its actual or implied authority or
 - (iii) any act, neglect or default by the Lessee or any person on the demised premises and any access thereto with its actual or implied authority
- (19) To be responsible at all times during the term of the Lease for implementing any health and safety measures required in respect of the demised premises and the rights granted in relation thereto including the use of the access thereto and to comply with all health and safety regulations and legislation
- (20) To provide during the term of this Lease an annual report to the Lessor containing evidence of the inspection of the demised premises to ensure compliance with all relevant Health and Safety requirements along with details of any maintenance, repair and replacement carried out to equipment installed thereon and the demised

premises in general and information regarding any visitor surveys carried out by the Lessee thereon and within three months or sooner if requisite after notice in writing to the Lessee of all defects and wants or reparation found on receipt of such a report shall have been given or left at the demised premises to make good the same according to such notice and the covenants in that behalf hereinbefore contained and in case the Lessee shall make default in so doing it shall be lawful for the workmen or others to be employed by the Lessor to enter upon the demised premises to make good and to pay the Lessor the cost of so doing and all expenses incurred by the Lessor within 28 days of written demand

- (21) permit the Lessor or his agents or workmen and the lessees and occupiers of any adjoining or neighbouring property now or at any time hereafter belonging to the Lessor at all convenient hours in the daytime on reasonable notice being given to enter upon the demised premises for matters associated with the Lessor's statutory duties
- (22) Not to affix erect attach or exhibit or permit or suffer so to be upon any part of the demised premises any placard poster or notice other than appropriate signage relating to the purposes referred to in clause 2(3) and of a style compatible with the Lessor's forestry objectives and overall forestry environment
- (23) Generally not to do or permit or suffer to be done upon or in connection with the demised premises anything which shall be or tend to be a nuisance or cause of damage to the Lessor or to any adjoining or neighbouring property of the Lessor, owner or occupier thereof
- (24) To assume all responsibilities relating to the collection and removal of litter, including dog foul, from the demised premises, and to provide adequate litter receptacles on the demised premises throughout the term of this lease.

- (25) Save for occasional event licences not to assign or sub-let or part with or share possession of all or any part of the demised premises without the prior written consent of the Lessor and in the event of the Lessee approaching the Lessor for its consent to create a licence or sublease permitting some other party to use the demised premises or any part thereof the parties hereby agree that the Lessor shall in such circumstances be entitled to part of any consideration payable to the Lessee as a result of any tender procurement competition such portion of said consideration to be assessed by Land and Property Services or its equivalent at the relevant point in time and in the absence of a tender procurement competition the parties agree to take advice from Land and Property Services on the value of the use of the asset and the apportionment of value to the Lessor and Lessee
- (26) Not to mortgage or charge the demised premises
- (27) To comply with The Forestry Land Byelaws (NI) 2013 and any other bye-laws for the time being in force during the term of this Lease
- (28) To observe all biosecurity measures for Garvagh Forest, which the Lessor makes from time to time, provided the Lessee or its appointed representative receives written notification of same
- (29) To be responsible for the management and maintenance of the road infrastructure on a user basis

3. The Lessor hereby covenants with the Lessee as follows:-

- (1) That the Lessee paying the said yearly rent hereby reserved and observing and performing the covenants conditions and agreements hereinbefore contained on the Lessee's part to be observed and performed shall and may quietly enjoy the demised premises during the term without any interruption by the Lessor

4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED** that these presents are made upon the following express conditions:

- (1) If the said rent or any part thereof shall be unpaid for twenty-one days after any of the days hereinbefore appointed for payment thereof whether the same shall have been lawfully demanded or not or if any covenant on the Lessee's part therein contained shall not be performed or observed and the Lessee having been notified in writing by the Lessor of the breach does not remedy the breach within a period of 3 calendar months from the date of the notice or such other longer or shorter period of time that the circumstances require and as shall be agreed by the Lessor or if the Lessee shall be wound up then and in any of the said cases and thenceforth it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf into or upon the demised premises or any part thereof in the name of the whole to re-enter and the same to repossess and enjoy as if these presents had not been made without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee herein contained
- (2) That nothing in these presents shall operate or prevent the Lessor from dealing with its adjoining or adjacent premises as it may desire or from erecting or suffering to be erected on such adjoining or adjacent premises any building whatsoever whether such building shall or shall not affect the demised premises
- (3) The Lessee may not determine this Lease before 1 July 2029. After 1 July 2029 the Lessee may determine this Lease on the sole ground that it is no longer in its statutory interest to continue to operate the permitted user on the demised premises on condition that:

- (a) the Lessee gives the Lessor not less than 12 months' prior written notice of the date of determination
 - (b) the Lessee gives clear evidence to the Lessor that the Lessee has completed all due process relating to the funding for the demised premises and that it has considered all competing priorities in the relevant area before deciding that it is no longer in the public interest to continue to use the demised premises
 - (c) the Lessee 9 months prior to the date of determination of the Lease publishes fully and communicates to the public the Lessee's decision to terminate public use of the demised premises in such manner as the Lessor reasonably requires
 - (d) the Lessee at the date of the determination observes all the obligations contained in this Lease (including without prejudice to the generality of the foregoing clause 2(6) regarding reinstatement of the Lands)
 - (e) on the date of determination in accordance with this clause the Lease shall terminate immediately but without prejudice to any rights or remedies which may have accrued to either party hereto
- (4) For the purposes of interpretation the masculine shall include the feminine and vice versa and the singular shall include the plural and vice versa and if more than one Lessee they shall hold as joint Lessees and be jointly and severally liable under the covenants herein contained
5. Nothing herein contained shall by implication of law or otherwise operate to confer on the Lessee any easement right or privilege whatsoever over or against any adjoining or other property belonging to the Lessor (whether forming part of the property aforesaid or not) which might restrict or prejudicially affect the future rebuilding alteration or development of such adjoining or other property nor shall the Lessee be entitled to

compensation for any damage or disturbance caused by or suffered through any such rebuilding alteration or development

6. The parties hereto acknowledge and agree that this Lease will not restrict the core functions or activities of the Lessor or Lessee or require the Lessor or Lessee to take any action which would be beyond its statutory powers or in breach of government or local government policy or of government or local government accounting procedures

7. Where "Force Majeure" occurs e.g. trees blowing over access routes or flooding of same the Lessor will take action to secure access in order to protect interest in value of the timber and to protect the wider forest and roads infrastructure from further damage. Harvesting of any storm-damaged material will be at a time suitable for the Lessor taking account of the needs of the Lessor's customers for the timber and the amount of similar salvage work required elsewhere in Northern Ireland. If the Lessee wishes to continue to use the demised premises and permitted access for the purposes hereby permitted it may do so at its own risk but will bear sole responsibility for management of any road closures, diversions and any other signage which may be necessary to facilitate continued use of the demised premises during such unforeseen events and will compensate the Lessor for the timber value so cut by the Lessee as determined by the Lessor's existing contracts for material of that type at the time the Lessee plans to work on the trees PROVIDED ALWAYS THAT compensation will not be payable by the Lessee provided that the trees are cut to a specification agreed by the Lessor. The Lessor will not accept any responsibility for keeping the demised premises open due to this or any other cause outside its control.

8. ANY notice under this Lease shall be in writing and any notice to the Lessee shall be sufficiently served if sent by registered post or recorded delivery to Cloonavin, 66 Portstewart Road, Colcraine, BT52 1EY and any notice to the Lessor shall be sufficiently served if sent to Forest Service care of Forest Estates Administration Inishkeen House Killyhevlin Industrial Estate Enniskillen BT74 4EJ or such other address as either party shall previously advise the other in writing.

FIRST SCHEDULE

DEMISED PREMISES

ALL THAT AND THOSE the portions of the hereditaments and premises forming part of Garvagh Forest shown hatched red on the map attached hereto (Annex 1)

SECOND SCHEDULE

(Easements Rights and Privileges)

1. Full and free right and liberty at any time hereafter at convenient times and following service on the Lessor of reasonable prior written notice (except in the case of emergency) to enter upon any adjoining and neighbouring property of the Lessor to view the state of condition of and to execute any necessary works and repairs to the demised premises which would not otherwise be reasonably practicable subject to the Lessee making good all damage and disturbance thereby caused to the reasonable satisfaction of the Lessor
2. Full and free right and liberty to manage replace in the same location and maintain utility services that serve the demised premises together in connection therewith making good all damage and disturbance thereby caused to the reasonable satisfaction of the

Lessor in so far as is applicable to the services now laid the free passage of water, soil, electricity and any other connected utility service from the demised premises through all channels drains and sewers existing upon or under (either in whole or in part) the adjoining lands or neighbouring lands or buildings owned by the Lessor on the date of this Lease

THIRD SCHEDULE

(Exceptions and Reservations)

1. The right to enter on to the demised premises for all purposes to enable the Lessor to carry out its own business provided always that if the Lessor causes any damage to the demised premises (including the contents of any building on the demised premises) it shall repair same at its own expense or at its option may pay reasonable compensation for such damage
2. The right at any time to alter or add to any adjoining or neighbouring premises notwithstanding the effect same will have on the demised premises
3. The right to withdraw permission to enjoy access to the demised premises where it is expedient in view of the Lessor observing its wider government obligations provided always that the Lessor shall except in the case of emergency give notice to the Lessee at least 48 hours before such closure and shall post notices on the demised premises giving reasons for such closure
4. All sporting and mineral rights (if any) pertaining to the demised premises
5. Full right and liberty for the Lessor and all persons authorised by the Lessor in common with the Lessee to pass and repass at all times and for all purposes with or without vehicles over and along the roadways shown coloured blue on the said map attached hereto (Annex 1)

6. Full right and liberty for the Lessor its servants agents and licensees at all times and for all purposes (but in the case of buildings situate on the demised premises only upon giving reasonable prior notice) to have access to the demised premises to ensure that the Lessee is performing its obligations under the Lease or to enable the Lessor to deal with any emergency situation (e.g. a fire or storm) in relation to the Lessor's adjoining lands
7. The free passage of water and soil from any adjoining or neighbouring lands or buildings now or formerly the property of the Lessor through all channels drains and sewers upon or under the demised premises

FOURTH SCHEDULE

(Rent Review)

1. The yearly rent hereby reserved may be reviewed on 1 July 2024 and thereafter on the in the Fifth year of each subsequent quinquennial period of the term at the option of the Lessor by the service of not less than 6 months notice in writing on the Lessee of intention to review the rent with effect from 1 July 2024 ("the Review Date") in the review year
2. If agreement between the parties as to the amount of the reviewed rent is not reached at least 2 months before the Review Date the reviewed rent shall be such sum as is certified in writing by a valuer from Land and Property Services (or such body as Land and Property Services are known at the relevant time in the Lease) as the fair market rent of the demised premises
3. The following matters shall be disregarded by the valuer in his assessment of the fair market rent:
 - (a) The value of any improvements or additions to the demised premises made by the Lessee

- (b) The effect on the rent of the fact that the Lessees are in occupation of the Premises
4. The amount of the reviewed rent shall be paid by the Lessee with the effect from the Review Date notwithstanding the amount has not been agreed or certified on or before that date
 5. The costs of any valuer appointed under this Schedule shall be borne by both parties hereto in equal shares

IN WITNESS whereof the parties hereto have hereunto set their respective Official and
Common Seals the day and year first herein written

The Official Seal of)
THE DEPARTMENT OF)
AGRICULTURE ENVIRONMENT)
AND RURAL AFFAIRS)
hereunto affixed)
is authenticated by:-)
)
)
)
)
)
)
)
)

THE OFFICIAL SEAL
of CAUSEWAY COAST
AND GLENS
BOROUGH COUNCIL was
hereunto affixed in the presence of




in the presence of:-)
)
)
)
)
)
_____)
Authorised Signatory)
)
)
)
)

ANNEX 1

MAP

ANNEX 1
LEASE
GARVAGH FOREST
 Leased area to
 Causeway Coast and
 Glens Borough Council



-  Forest Service access
-  Garvagh leased recreation area
-  Garvagh Forest



Prepared: 01/11/2018



