

Dungiven Sports Centre NIE Sub-Station Kiosk Lease	20/09/2016
Corporate, Policy and Resources Committee – Decision	

Linkage to Council Strategy (2015-19)	
Strategic Theme	Health & Wellbeing
Outcome	Healthy and Cohesive Community
Lead Officer	Wendy McCullough – Head of Sport and Wellbeing
Cost: (If applicable)	Nil

1.1 Background

Council approved the Dungiven Sports Centre Tender Report in January 2016. Provision of electrical power to the site requires a Northern Ireland Electricity sub-station kiosk to be placed on site. The sub-station kiosk remains the property of and is maintained by Northern Ireland Electricity and accordingly they require to be granted a lease for the portion of land that the kiosk will occupy.

1.2 Detail

The NIE lease is in their standard form and is attached to this report for Members information together with the associated lease map. The key points of the lease are as follows;

1. The term is 999 years from 1st September 2016.
2. The rent is nominal; one peppercorn per annum if demanded.
3. The extent of the premises demised to NIE are shown outlined in red on the attached map ('the Premises').
4. The covenants on the part of NIE are as follows:

- I. To pay the rent, if demanded. (It won't be demanded as it is a nominal rent).
- II. To pay rates and all other outgoings in respect of the Premises during the term.
- III. User covenant. Not to use the Premises for any purpose save in connection with NIE's electricity undertaking except with Council's consent, such consent not to be unreasonably withheld or delayed.
- IV. Alienation covenant. Not to assign, sub-let or part with possession of the Premises without the consent of Council, such consent not to be unreasonably withheld or delayed.
- V. Repairing covenant. To keep the Premises and all buildings and other erections thereon in good repair and condition.
- VI. To yield up the Premises in good repair on determination of the term.
- VII. Indemnity covenant. NIE indemnify Council in respect of all claims arising out of the repair, maintenance and user of any equipment or works of NIE on the Premises except where a claim arises out of Council's neglect or default. NIE will deal with everything except where Council is at fault, and
- VIII. To define the Premises by means of concrete slab (or other means agreed) from adjoining land belonging to Council and to maintain the concrete in good order and repair during the term.

In return, Council covenants to give NIE quiet enjoyment of the Premises provided the covenants referred to above are complied with and there are two provisos as follows:

1. NIE may remove all buildings and erections from the Premises on determination of the term i.e. when it comes to an end and is obliged to make good any damage caused by that removal.
2. NIE have an option to determine the lease at any time after the expiry of the tenth year of the term on giving six months' notice in writing to Council.

1.3 Recommendation

It is recommended that Committee approve the execution of the lease.

DATED THE DAY OF 2016

CAUSEWAY COAST AND GLENS BOROUGH COUNCIL
-and -
NORTHERN IRELAND ELECTRICITY NETWORKS LIMITED

Counterpart
LEASE

(Substation Site at CURRAGH ROAD "B" DUNGIVEN)

JOHNS ELLIOT
SOLICITORS
40 LINENHALL STREET
BELFAST BT2 8BA

LAND REGISTRY

FOLIO NO 23588 COUNTY LONDONDERRY

REGISTERED OWNER: CAUSEWAY COAST AND GLENS BOROUGH COUNCIL

THIS INDENTURE made the day of Two thousand and sixteen Between **CAUSEWAY COAST AND GLENS BOROUGH COUNCIL** of Townhall Main Street Limavady County Londonderry (hereinafter called "the Lessor" which expression shall where the context so requires or admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby demised) of the one part and **NORTHERN IRELAND ELECTRICITY NETWORKS LIMITED** (Company registration Number: NI26041) having its registered office at 120 Malone Road Belfast (hereinafter called "the Lessee" which expression shall where the context so requires or admits include its successors and assigns) of the other part

WITNESSETH that in consideration of the sum of One pound paid by the Lessee to the Lessor (the receipt of which sum the Lessor hereby acknowledges) and in consideration of the rent hereinafter reserved and the covenants on the part of the Lessee and conditions hereinafter contained the Lessor **HEREBY DEMISES** unto the Lessee **ALL THAT** piece or parcel of ground (hereinafter referred to as "the demised premises") situate at Curragh Road Dungiven County Londonderry being part of the premises comprised in the above mentioned Folio and more particularly delineated and described as to measurements abuttals and boundaries on the map or plan thereof numbered EIL 2113 hereto attached and thereon shown edged red

EXCEPTING AND RESERVING out of this demise all such matters and things as are excepted and reserved out of the above mentioned Folio **TO HOLD** the demised premises unto the Lessee for the term of Nine hundred and ninety years from the First day of September Two thousand and sixteen **YIELDING AND PAYING** therefor during the said term the yearly rent of One peppercorn (if demanded) clear of all deductions on the First day of September in each year the first of such payments (if demanded) to be made on the First day of September Two thousand

and seventeen **AND** the Lessee for itself its successors and assigns **HEREBY COVENANTS** with the Lessor as follows:-

- (1) During the said term to pay the said rent (if demanded) in manner aforesaid
- (2) During the said term to pay all existing and future rates taxes charges and outgoings for the time being payable in respect of the demised premises
- (3) Not (except with the consent of the Lessor such consent not to be unreasonably withheld or delayed) to use the demised premises for any purpose save in connection with its electricity undertaking
- (4) Not to assign sub-let or part with possession of the demised premises without the consent of the Lessor such consent not to be unreasonably withheld or delayed
- (5) During the said term to keep the demised premises and all buildings and other erections thereon in good order repair and condition
- (6) At the expiration or sooner determination of the said term to deliver up to the Lessor the demised premises in good order and condition subject as hereinafter mentioned
- (7) To indemnify the Lessor from and against all actions costs claims and demands of any nature or kind arising from any loss damage or injury which may be caused by reason of or in consequence of the erection repair maintenance and user of any equipment or works of the Lessee on the demised premises **PROVIDED THAT** such actions costs claims and demands do not arise through the act neglect or default of the Lessor or the agents servants workmen tenants licensees of the Lessor or any other person claiming thereunder
- (8) To define by means of a concrete slab (or such other means as may be agreed between the Lessor and the Lessee) the demised premises as indicated on the attached map or plan from the adjoining premises of the Lessor and to maintain the concrete (or such other means of definition) in good order repair and condition throughout the term of this demise

AND the Lessor hereby for itself its successors and assigns covenants with the Lessee that the Lessee paying the rent hereby reserved (if demanded) and observing and performing the covenants on the part of the Lessee and conditions herein contained may quietly hold and enjoy the demised premises during this demise without any interruptions by the Lessor or the successors and assigns of the Lessor or any person or persons claiming under or in trust for the Lessor

PROVIDED ALWAYS and it is hereby agreed and declared that

1. On the determination of this demise the Lessee may remove from the demised premises all buildings and erections constructed or erected on the demised premises by the Lessee the Lessee making good any damage caused by such removal
2. If the Lessee wishes to determine this Lease at any time after the expiry of the Tenth year of the Term and shall give to the Lessor not less than 6 months' notice in writing then upon the expiry of such notice this Lease shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim for breach of covenant

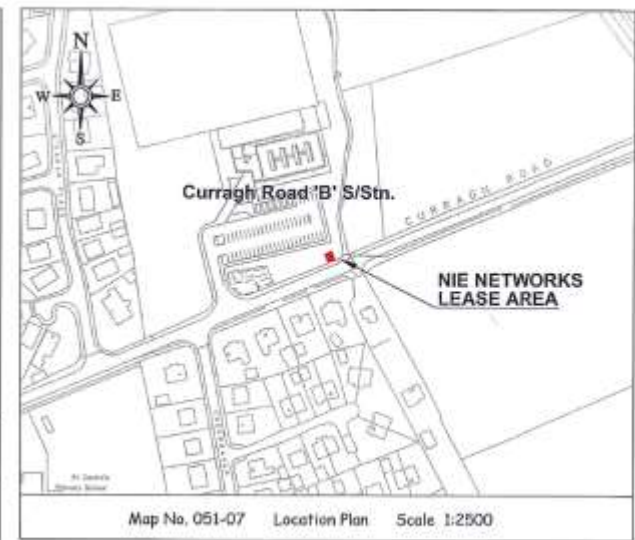
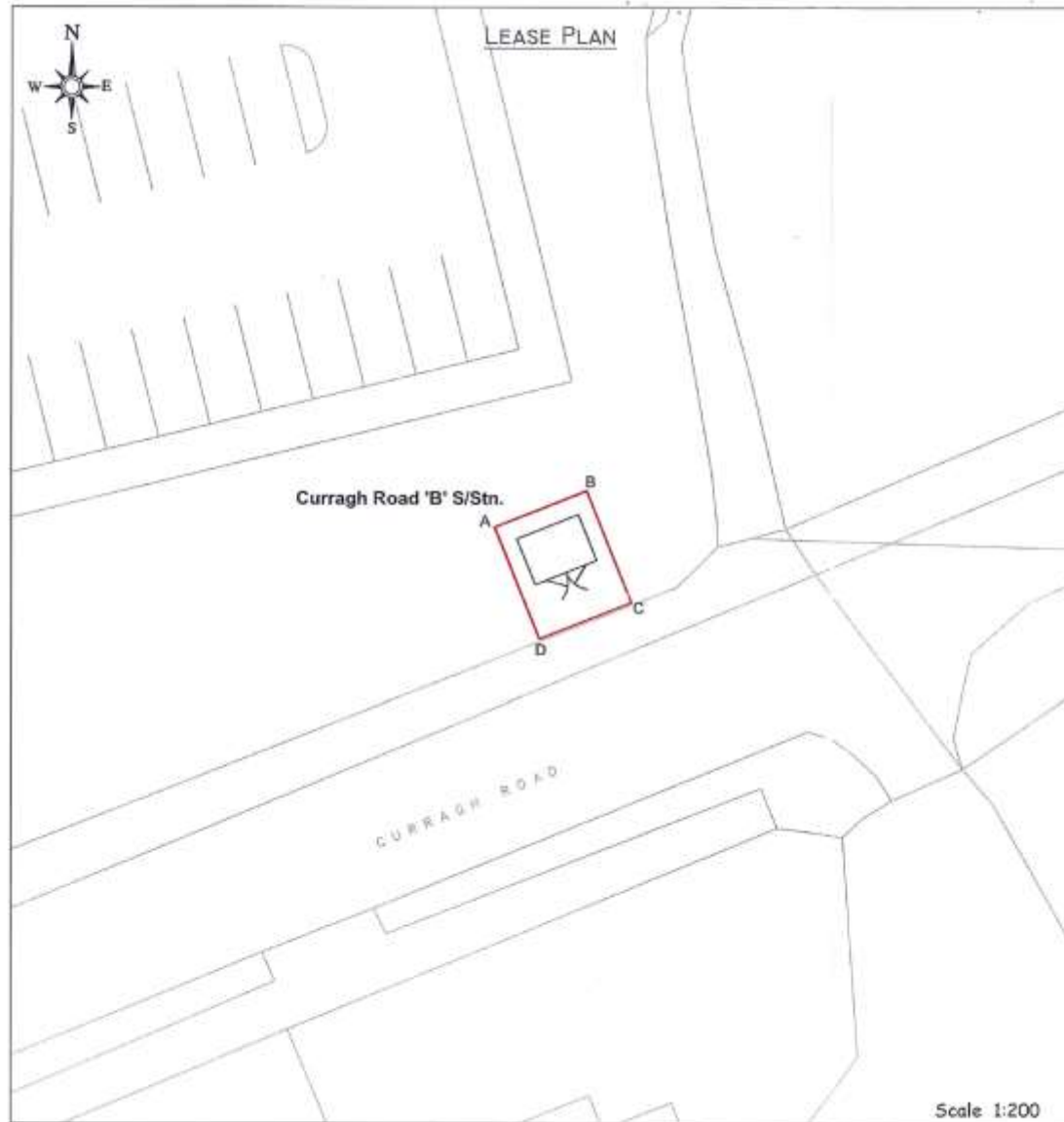
AND IT IS HEREBY FURTHER AGREED by the parties hereto that the expression "electricity undertaking" shall include any operations usually connected or associated herewith or which may conveniently be carried on therewith without affecting the lands of the Lessor or the use thereof **AND** words importing the singular number only shall include the plural number and vice versa and where two or more persons are included in the word "Lessor" covenants expressed to be made by the Lessor shall be deemed to be made by such persons jointly and severally and words importing the masculine gender only shall include the feminine gender

AND the Lessor **HEREBY ASSENTS** to the registration of this Lease as a burden affecting the lands comprised in the above mentioned Folio

IN WITNESS whereof the parties hereto have executed this document as a deed in the day and year first herein written

PRESENT when the Official Seal of :
the Lessor was affixed hereto: :
: :
: :
: :
: :
: :

PRESENT when the Common Seal of :
the Lessee was affixed hereto:



SUB-STATION LEASE AREA A-B-C-D
SITE MEASUREMENTS
 A - B = 4.50m
 A - D = 5.50m
 Lease Area = 24.75m²

- SUB-STATION NOTES**
- 1A. FOR DETAILS OF RAFT FOUNDATION SEE DRG. NO. CH-002-08L
 - 1B. FOR PLAN & ELEVATION OF KIOSK S/S SEE DRG. NO. E.S.T. 8005/04M
 - 1C. SITE AREA TO BE COVERED WITH 100mm LAYER OF CONCRETE AFTER CABLES IS COMPLETE. (A-B-C-D)

LEGEND

NIE NETWORKS LEASE AREA

REPRODUCED FROM THE ORDNANCE SURVEY MAP WITH THE PERMISSION OF THE DIRECTOR AND CHIEF EXECUTIVE © CROWN COPYRIGHT

REV	AMENDMENT	INT	DATE	APPROVED BY	DATE	AS SHOWN

	NIE NETWORKS JOB NO. 16/02736		
	NIE NETWORKS SUBSTATION LEASE CURRAGH ROAD 'B' DUNGIVEN SPUR & COMMUNITY CENTRE CURRAGH ROAD, DUNGIVEN BT17 4SQ		
DRAWING BY: J. Bradley CHECKED BY: N. McElmyre DESIGNED BY: P. Adams APPROVED BY: J. Bradley	DATE: 19/07/2016 DRAWING NO.: AS SHOWN	DRAWING NO.: AS SHOWN	DRAWING NO.: AS SHOWN