

Dated the day of 2017

1. MID ULSTER DISTRICT COUNCIL

2. THE EXECUTIVE OFFICE

DEED OF DEDICATION

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

COUNTY LONDONDERRY

DEED OF DEDICATION

BETWEEN

- WHEREAS**

- ## 1. DEFINITIONS

- (iii) and in the Department's Letter of Offer of 28th January 2015 from the Office of the First Minister and Deputy First Minister (as predecessor in title to the Department) to Cookstown and Western Shores Area Network as Lead Partner Organisation ("the LPO") in

Project SIF-C4-N and revised Letter of Offer dated the day of 2017 from the Department to the LPO and Letter to Proceed dated the day of 2017 from the Department to the LPO

- “Land” all that land and buildings described in Schedule 2 hereto and shown edged red on the plan attached hereto
- “Letter of Offer” means a Letter of Offer of financial assistance of 28th January, from the Department to the LPO and all amendments thereto and Letter to Proceed dated the day of 2017 or as the same may from time to time be further varied or amended by consent of both parties
- “Plan” the map or plan of the Land annexed to this Deed in Schedule
- “Standard Conditions” the conditions set out in the Letter of Offer of Financial Assistance from the Department to the LPO, including but not limited to the Standard Conditions of Grant, as set out in Annex 1 to the Letter of Offer and any amendments thereto

INTERPRETATION

- 1.2 Unless the context otherwise requires:
- (a) The singular includes the plural and vice versa,
 - (b) References to persons include references to individuals, associations, institutions, firms, companies, corporations and vice versa, and
- 1.3 Unless the context otherwise requires the expressions ‘Council’ “LPO”and ”Department include their respective successors and assigns whether immediate or derivative.
- 1.4 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this Deed by more than one person shall be deemed to have been given jointly and severally by those concerned.
- 1.5 The clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.6 Any reference to a clause or a paragraph or a schedule is to one in this Deed so numbered or named.
- 1.7 An obligation of the Council to do something shall include an obligation to procure that it is done and an obligation not to do something shall include an obligation not to permit, suffer or allow it.
- 1.8 Words importing one gender include all other genders including the neuter gender.

2. COUNCIL’S COVENANTS

The Council hereby covenants with the Department (to the intent that such covenants shall be annexed to and bind the Land and every part of it) to observe and perform the requirements of this Clause 2 throughout the Grant Period:-

- 2.1 The Council must not without the prior written consent of the Department assign, transfer or charge the Land or make any Disposal, part with possession of the whole or any part of the Land or permit another to occupy the whole or any part of the land, SAVE that the Council may, subject to clauses 2.2 and 2.5, grant a lease or licence of the Land on terms approved by the Department to any community based sports organisation approved by the Department (such approval not to be unreasonably withheld or delayed in the case of an organisation which can demonstrate to the reasonable satisfaction of the Department that it is capable of utilising the Land in such a manner as to comply with the Standard Conditions and the Specific Conditions in the Letters of Offer and fulfil and implement the Grant Purpose throughout the remainder of the Grant Period).
- 2.2 The Department shall be entitled:
- (a) to withhold its consent in any of the circumstances set out in clause 2.4
 - (b) to impose all or any of the conditions set out in clause 2.5 as a condition of its consent
- 2.3 Clause 2.2 shall operate without prejudice to the right of the Department to withhold such consent on any other ground or grounds where such withholding of consent would be reasonable or to impose any further condition or conditions upon the grant of consent where the imposition of such condition or conditions would be reasonable.
- 2.4 The circumstances referred to in clause 2.2 are where in the reasonable opinion of the Department the proposed tenant or licensee is not of sufficient financial standing to enable it to comply with the terms of the Department's Letters of Offer and/or to fulfil and implement the Grant Purpose throughout the remainder of the Grant Period.
- 2.5 The conditions referred to in clause 2.2 are as follows:
- (a) the execution and delivery to the Department prior to the lease or licence in question of a deed of guarantee in such form as the Department reasonably requires by a guarantor or guarantors in the United Kingdom approved in writing by the Department
 - (b) that the Department may require the Council to confirm in such manner as it may reasonably require that the provisions of this deed shall remain in full force and effect for the residue then remaining unexpired of the Grant Period.
- 2.6 Not, save with the prior written consent of the Department to use the Land other than for the Grant Purpose;
- 2.7 If the Grant Purpose ceases to be carried on at any time during the Grant Period in consequence of any act, omission or default on the part of the Council, including any breach of or non-compliance with the covenants on the part of the Council contained in this Deed, the Department may in its absolute discretion terminate the grant with or without notice, withhold all or any part of the grant and/or require all or any part of the grant already paid to be repaid and the Council shall immediately on demand by the Department repay to the Department the aggregate of all payments of grant already made to the Council or such lesser amount as the Department at its discretion determine. Interest as detailed in the Letters of Offer shall be payable on any part of the Grant that is repayable.
- 2.8 The Council keep Land in good order, repair and condition throughout the Grant Period.

- 2.9 (a) The Council must insure the Land in their full reinstatement value with a reputable insurance office against fire, lightning, aircraft (including articles dropped from aircraft), earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, impact by road vehicles and such other risks as the Department may from time to time reasonably require and to produce to the Department the receipt for the current premium on request. In the event of any damage to or destruction of any of the Land caused by any of such risks the Council shall apply all money received in respect of such insurance in rebuilding, reinstating, replacing and repairing the Land so damaged or destroyed making good any shortfall out of the Council's own money.
- (b) The Council must insure against public liability risks in a sum of at least £10,000,000 and produce to the Department the receipt for the current premium on request.

3. **ASSIGNMENT**

The Department may assign the benefit of this Deed to such other public body as may be appointed in place of the Department].

4. **AUTHORITY TO EXECUTE**

The Council represents that it has power to execute and deliver this Deed and the execution and performance of this Deed has been validly authorised and that this Deed will be valid and legally binding on the Council.

5. **DURATION**

Without prejudice to any right or remedy for breach of covenant occurring before the expiration of this Deed, this Deed shall cease to have effect on the expiration of the Grant Period but without prejudice to any rights of either party against the other in respect of any antecedent breach.

6. **ASSENT TO REGISTRATION**

- 6.1 (a) The Council hereby assents to the registration of this Deed as a burden on the Land Registry folio in which any part of the Land is registered

- (b) The address of the Department in Northern Ireland for the service of notices and its description are The Executive Office c/o Departmental Solicitor's Office, 3rd Floor, Centre House, 79 Chichester Street Belfast

- 6.2 The Council hereby applies to the Registrar of the Land Registry of Northern Ireland for the registration against the title to the Land or any part of the Land which is now or at any time during the Grant Period registered at the Land Registry of a restriction in the following terms: -

"Except under an order of the Registrar, no disposition or dealing by the registered owner or a receiver of the registered owner or any mortgagee is to be registered unless there is first produced to the Registrar a certificate from the the Executive Office or the solicitors to the Executive Office confirming that such disposition or dealing can be registered."

7. **NOTICES**

- 7.1 Each communication to be made hereunder shall be made in writing but, unless otherwise stated, may be made by fax or letter.
- 7.2 Any communication or document to be made or delivered by one person (the “**Sender**”) to another (the “**Addressee**”) pursuant to this Agreement shall (unless the Addressee has by fifteen days’ prior written notice to the other specified another address) be made or delivered to the Addressee at the address hereinbefore specified) and shall be deemed to have been made or delivered when despatched (in the case of any communication made by fax or facsimile) or (in the case of any communication made by letter) when left at that address or (as the case may be) two days after being deposited in the post (postage prepaid) in an envelope addressed to the Addressee at that address.

8. **GOVERNING LAW**

- 8.1 This Deed shall be governed by, and construed in accordance with, the laws of Northern Ireland.
- 8.2 The parties hereby agree that any legal action or proceedings brought with respect to this Deed may be brought in the courts of Northern Ireland.

9. **GENERAL**

- 9.1 A waiver of any breach of any of the terms, provisions or conditions of this Deed or the acquiescence in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary thereto.
- 9.2 Each provision of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 9.3 This Deed may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

Executed and Delivered as a Deed on the date specified at the beginning of this document.

PRESENT when the Official Seal of
MID ULSTER COUNCIL was affixed
hereto:

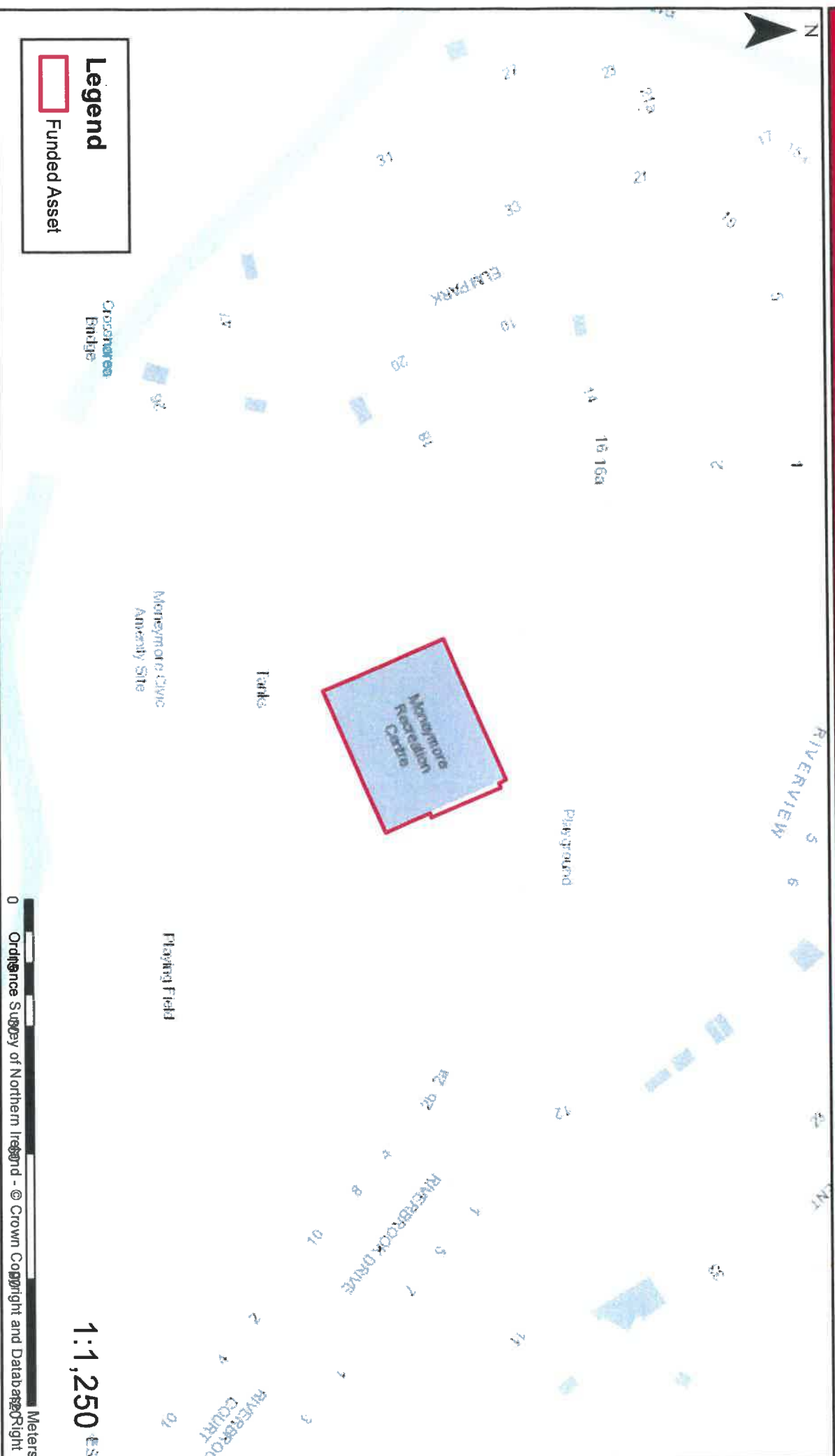
Chief Executive

~~Mayor~~ CHAIR

PRESENT when the Official Seal of the Executive Office
was affixed hereto:

GRADE 5 SENIOR OFFICER

Moneymore Recreation Centre



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

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