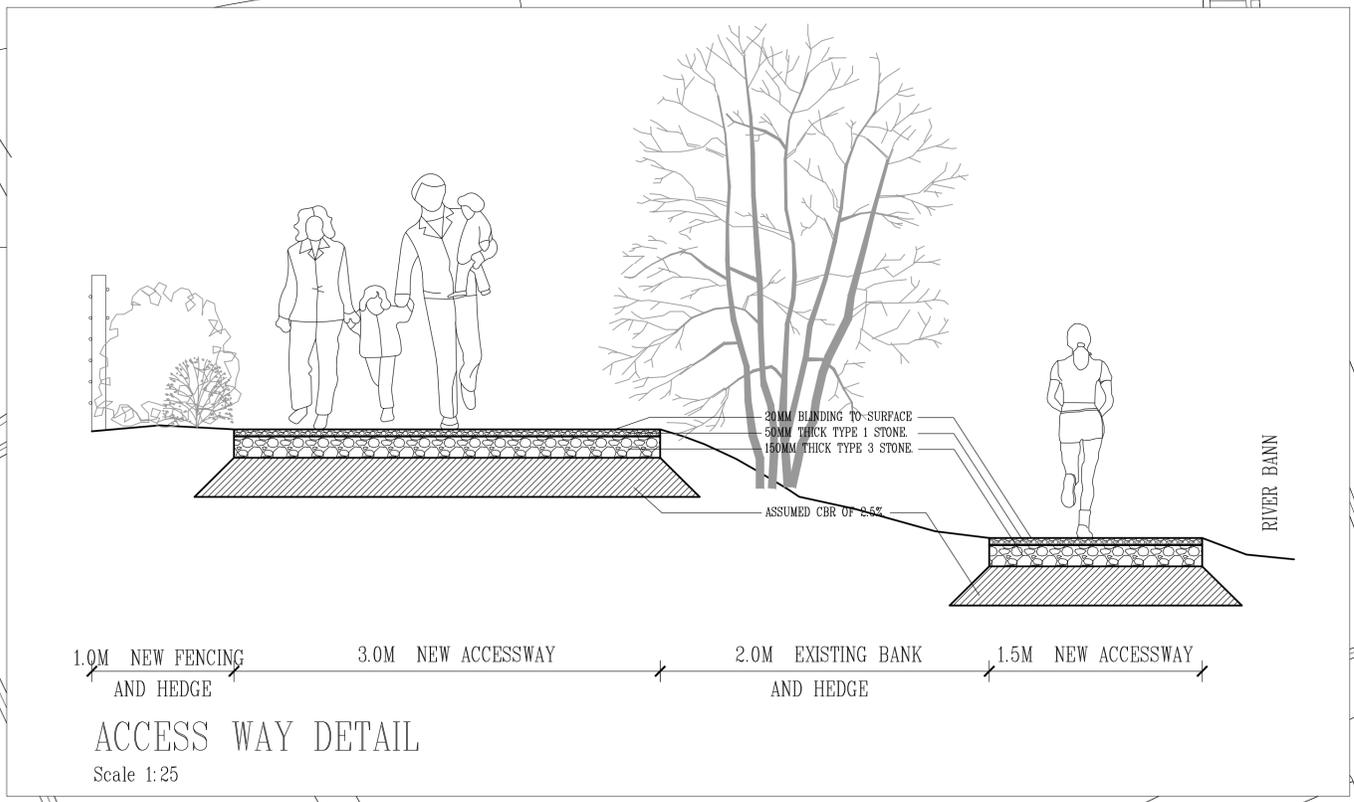




Approx. Area of Red Line- 1.56Acres (0.632 Hectares)



**WARNING**  
The information provided on this drawing in respect of statutory or other external service information cannot be guaranteed to be accurate, is given for assistance and general guidance and that routes may deviate. R. Robinson & Sons therefore can take no responsibility for the information provided and does not warrant the accuracy of same.

Rev.	Date	Description	Drn.	Ckd.	App.
C	Feb.18	Amendments to annotation as requested	EM	NR	NR
B	Feb.18	Additional annotation and approx. areas	EM	NR	NR
A	Feb.18	Additional field gate and access arrangements	EM	NR	NR

CLIENT: Outdoor Recreation Northern Ireland

PROJECT: Lough Neagh Co-Operation Project

TITLE: Proposed Layout

Scales	1:1000	Drn by	E.M.	Project No.	C17/50	Rev	C
	1:25	Chk by	M.T.	Drawing No.	10	Date	Feb.18
	@ A1	App by	N.R.				

**ROBINSON & SONS**  
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Telephone No. (028) 2766 2127  
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Dated this            day of            2018

BETWEEN

William Chesney

**Lessor**

AND

Mid Ulster District Council

**Lessee**

**LEASE**  
**Lands alongside the River Bann,**  
**Portglenone**  
**[TBC]**





excluding any Value Added Tax;

(c) Not without prior written consent of the Lessor (such consent not to be unreasonably withheld or delayed) to use the Lands or any part thereof or permit the same to be used for any purpose other than for leisure and recreation including public pathways, angling, car parking and all other uses associated with same (“the Permitted Use”);

(d) To construct and provide a public access pathway, angling stands and car parking facilities on the Lands (“the Works”);

(e) To provide boundary stock proof fencing, gates and styles along the new agreed boundary and to install an alternative water supply to the Lessor’s adjoining lands (“the Accommodation Works”). The Accommodation Works are as detailed within the Schedule of Works in the Third Schedule;

(f) To inspect on a regular basis and maintain the public car park areas, public access pathways, angling stands, stock proof fencing etc. and all fixtures and signage associated with the Works;

(g) To furnish within a reasonable period of time to the Lessor a copy of any notice affecting the Lands served on the Lessee under any statute or by any competent authority (or received by the Lessee from any other person) and to join in making such objections or requisitions against or in respect thereof as the Lessor may require;

(h) To permit the Lessor, his agents and workmen at all reasonable times on due written notice to the Lessee, to enter the Lands for the purpose of repairing or maintaining the Lessor's adjoining lands, the Lessor making good at his own expense all damage occasioned to the Lands thereby;

(i) Not to assign, sub-let or otherwise part with possession of the Lands or any part thereof without the prior written consent of the Lessor (such consent not to be unreasonably withheld or delayed);

(j) To insure and keep insured the Lands in respect of public liability insurance for a minimum amount of Five million pounds for any one occurrence against third party claims and demands against and pay all premiums necessary for that purpose;

(k) To indemnify the Lessor against the breach non performance or non observance by the Lessee of any of the covenants and condition upon the Lessee's part herein contained or of the provisions or stipulations herein contained and intended to be performed or observed by the Lessee and against any actions costs claims expenses and demands whatsoever or howsoever arising in respect of or as a consequence (whether direct or

indirect) of any of the Lessee's breach non-performance or non-observance as aforesaid from the Term of Commencement Date;

(l) To indemnify the Lessor against any claims proceedings or demands and the costs and expenses so incurred which may be brought against the Lessor by any employees workpeople agents, by any member of the public or visitors of the Lessee in respect of any accident loss or damage whatsoever to person or property caused or occurring in or upon the Land and as a result of the Lessee's negligence, save where and to the extent that any damage, claim or loss shall arise as a result if the actions or omissions of the Lessor, her employees, agents, workmen or any of them;

(m) To pay the Lessor's reasonable legal fees in respect of the preparation and execution of this agreement, such fee to be agreed in advance;

(n) To yield up the Lands at the end of the said Term or sooner determination of the said term.

3. THE LESSOR HEREBY COVENANTS with the Lessee as follows:-

(a) The Lessee paying the rent hereby reserved and observing and performing the covenants on their part and conditions therein contained shall and may peaceably and quietly hold and enjoy the Lands during the said term without any interruption or disturbance from or by the Lessor or any person or persons rightfully claiming through him;

(b) To pay the rent reserved by and perform and observe the covenants conditions and agreement (if any) contained in the deeds under which the Lessor holds the Lands;

(c) To permit the Lessee and the Lessee's employees, agents, servants, workmen and others, or any of them, to carry out any investigatory, construction or other works associated with facilitating the Works;

(d) To permit the Lessee at all times during the Term to exercise without interruption or interference any of the Rights granted by virtue of the provisions of this Lease.

4. IT IS HEREBY AGREED AND DECLARED as follows:-

(1) The Lessor acknowledges that construction works shall be carried out to the Lands so as to provide a leisure and recreational facility to include a pathway, angling stands and car parking facilities. It is agreed that the Lessor shall not require the Lessee to improve the condition of and/or re-instate the Lands to their original condition prior to

the Term Commencement Date upon termination of this Lease;

(2) Any notice which requires to be served hereunder shall be deemed to be sufficiently served on the Lessee if addressed to its Chief Executive and sent by Recorded Delivery to or left at their address from herein and in the case of the Lessor if sent by Recorded Delivery to the address shown herein or as otherwise notified to the Lessee in the duration of the within Lease;

(3) In this Lease:-

(i) the expression "the Lessor" and "the Lessee" shall include their respective successors in title;

(ii) the masculine gender shall include the feminine;

(iii) the singular number shall include the plural and vice versa;

(iv) where there are two or more persons included in the expression "the Lessee" they shall hold as tenants in common in equal shares, and covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally;

(4) The Lessee shall have the right to determine this Lease at any time by serving not less than 3 calendar months' notice in writing on the other party and in the event of the valid service of such notice the Lease shall determine immediately on the expiry of such notice but without prejudice to either party's right to recover in respect of any antecedent breach;

(5) If any dispute or difference shall arise between the Lessor and the Lessee touching any clause matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with this Lease or the rights or liabilities of either party under or in connection with this Lease then in every case the dispute or difference shall be referred to a single arbitrator to be agreed upon by the parties hereto and in default of agreement to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force but so that this clause shall not include or be deemed to apply to any dispute or matter or difference touching or with respect to the yearly rent hereby reserved;

(6) Upon the expiry of the Term, the Lessee shall have the option to extend the Lease for a further period of 25 years from the date of expiry of the Term ('the Option') on

the same terms as set out herein. The Lessee may exercise the Option by giving the Lessor not less than 6 months' notice in writing, from the expiry date, of its intention to do so;

(7) This Lease is governed by the law of Northern Ireland and any dispute will be dealt with by the courts in Northern Ireland.

IT IS HEREBY FURTHER CERTIFIED that there is no Original Agreement for Lease to which this Lease gives effect.

IN WITNESS whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

**SIGNED SEALED AND DELIVERED**

by the **LESSOR** in presence

of:-

\_\_\_\_\_

**THE COMMON SEAL of  
MID ULSTER DISTRICT COUNCIL**

was hereunto affixed

in the presence of:

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Chief Executive**

**First Schedule**

**Part 1**

**Rights Granted**

1. The right for the Lessee and the Lessee's employees, agents, servants, workmen and others, or any of them, at all reasonable times on notice (except in the case of an emergency) to enter the neighbouring or adjoining Lands of the Lessor for the purposes of accessing the Lands and carrying out any maintenance or boundary repairs causing as little disturbance as possible and making good any damage caused.
2. The right of the free and uninterrupted passage and running of gas electricity water and soil to and from the Lands through the sewers drains pipes tanks electric lines and plant (as defined by Article 3 of the Electricity (Northern Ireland) Order 1992) ducts and conduits passing through or situated on any part of the Lessors adjoining and neighbouring lands.
3. The right for the general public to freely access and use the Lands for any or all of the Permitted Use.

**Part 2**

**Rent Review**

**Exceptions and Reservations**

1. All such matters and things (if any) as are excepted and reserved in and by the deeds under which the lands are held with others by the Lessor.
2. The right of free and uninterrupted passage and running of gas electricity water and soil to and from the Lands through the sewers drains pipes tanks electric lines and plant (as defined by Article 3 of the Electricity (Northern Ireland) Order 1992) ducts and conduits passing through or situated on any part of the Lands.

3. The right for the Lessor and all persons authorised by the Lessor with or without servants workmen and others to enter the Lands for the purposes of repairing cleaning maintaining or renewing any such sewers drains pipes tanks electric lines and plant as defined by Article 3 of the Electricity (Northern Ireland) Order 1992) ducts and conduits as pass through or are situated on the premises of the Lessor causing as little disturbance as possible and making good any damage caused.

### **Second Schedule**

#### **Rent Review**

The annual rent payable for the period of five years from the Term Commencement Date and during every ensuing period of five years (which dates are hereinafter called “the Rent Review Dates”). The annual rent payable for the period of five years shall be determined on each of the Rent Review Dates in accordance with the open market rental value as determined by Land and Property Services for the five year period ending on the last day of the month prior to the relevant Rent Review Date.

**Third Schedule**  
**Schedule of Works**

DRAFT