



privileges set forth in the Second Schedule hereto EXCEPTING AND RESERVING and subject to the exceptions and reservations set forth in the Third Schedule hereto TO HOLD the same unto the Lessee for the term of ninety nine years from the date hereof subject to all rights and easements or reputed easements belonging to or usually enjoyed with the adjacent property YIELDING AND PAYING without any deduction set off or counterclaim whatsoever yearly during the said term the yearly rent of One Pound (if demanded).

A. The Lessee for itself to the intent that the obligations may continue throughout the term hereby created (save where satisfied earlier) hereby covenants with the Lessor as follows:-

1. To pay the reserved yearly rent (if demanded) without deduction set-off or counterclaim.
- 2.(a) To bear pay and discharge all existing and future rates, taxes and assessments whatsoever whether parliamentary municipal or local or of any other description assessed or imposed upon the Premises or upon the owner or occupier in respect thereof or payable by either in respect thereof.
- 2.(b) To pay for all electricity, telephone, water and other utilities consumed by the Lessee on the Premises and all charges for hire of meters in respect thereof and to observe all regulations and requirements of the appropriate authorities and to keep the Lessor indemnified accordingly.
3. To erect and construct on the Premises a community building for the purpose

of shared community benefit in accordance with statutory approvals;

4. To use the Premises only as a shared community space and in accordance with the Collaboration Agreement made between the Lessor and the Lessee dated 29<sup>th</sup> April 2014, and not to use the Premises for any commercial purposes or for any purpose designed to generate a profit, with the exceptions of social economy projects and with the exception of the café which can be rented out for commercial or private use and which forms a discrete part of the whole Premises.

5. Not to cause permit or suffer upon the Premises or any part thereof any nuisance or annoyance to the Lessor or its tenants or occupiers of the neighbouring premises.

6. To keep the Premises and all buildings erected thereon and all walls, fences, fixtures, accessories and appurtenances thereon in good and tenantable repair and condition at all times.

7. At the determination of the said term to yield up the Premises and all buildings erected thereon during the said term and all additions thereto and all fixtures affixed thereto in such repair and condition as they shall be in accordance with the covenants hereinbefore contained.

8. To permit the Lessor and its duly authorised Agents with or without workmen and others at all reasonable times to enter upon and to examine the state of repair and condition of the Premises and thereupon the Lessor may serve the Lessee Notice in writing specifying any repairs necessary to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within two weeks after service of such

notice proceed diligently with the execution of such repairs then to permit the Lessor to enter upon the Premises and execute such repairs and the costs thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action.

9. To contribute and pay on demand from time to time a fair and reasonable proportion of all (if any) expenses incurred by the Lessor or the owners or occupiers of adjoining and neighbouring premises affected or where appropriate by the local or other Authority in the repair maintenance and replacement of -

- (a) the party walls between the Premises and the adjoining premises; and
- (b) footpaths or other access ways sewers drains pipes cables or apparatus serving the Premises and any other adjoining or neighbouring premises such proportion to be agreed between the Lessee and the Lessor or in the event of dispute determined by virtue of the provisions of the Arbitration Act (Northern Ireland) 1937.

10. Not to assign, sublet or otherwise part with the possession of the Premises or any part thereof without the Lessor's consent not to be unreasonably withheld or delayed save for the Lessor's consent shall not be required for assignment, subletting or otherwise parting with the possession of the Premises or any part thereof for the purposes of a shared space facility for community benefit or as envisaged in the Collaboration Agreement made between the Lessor and the Lessee dated 29 April 2014.

11. To indemnify and keep indemnified the Lessor from and against all claims and demands howsoever arising in respect of the Premises and the use thereof by the

Lessee.

12. Forthwith to insure and henceforth keep insured to the full value thereof all buildings erections and fixtures of an insurable nature erected or standing upon or affixed to the Premises against loss or damage by fire in a solvent and responsible Fire Insurance Office and to pay all premiums necessary for that purpose and whenever required to do so to produce to the Lessor or its agents the Policy or Policies of such insurance and the receipt for the current year's premiums and in the case of fire forthwith out of the monies received by virtue of such Insurance and out of its own monies if necessary to rebuild repair or otherwise reinstate in a good and substantial manner any part of the Premises destroyed or damaged and that if the Lessee should fail to insure or keep insured the Premises or to produce the receipt for any premium upon the request the Lessor may do all things necessary to effect and maintain such insurance and all monies expended by it for that purpose will be repaid by the Lessee on demand.

13. To pay all stamp duty land tax payable in connection with this Lease and one Counterpart thereof.

14. To deliver forthwith to the Lessor a copy of every notice order requisition direction whatsoever given made or issued during the term by a competent authority affecting the Premises or any part thereof and to make or join in making such representations in respect thereof as the Lessor may reasonably require.

15. To permit the general public to access the Premises, on reasonable notice and

subject to availability, for all such activities as are considered by the Lessee acting reasonably, not to be detrimental to the Lessee's use of the Premises. For the avoidance of doubt, it is acknowledged that the Lessee as owner of the Peace Centre Building, controls the access to the Peace Centre Building.

16. To take all reasonable steps and measures to ensure and maintain at all times the security of the Premises.

17. Not to display flags or emblems on or in the Premises without the prior written consent of the Lessor not to be unreasonably withheld or delayed.

B. PROVIDED ALWAYS and it is hereby agreed as follows:-

(a) that if the said rent shall be in arrear for thirty days next after any of the days appointed for payment thereof or if any of the Lessee's covenants herein contained shall not be performed or observed or if an event of insolvency occurs in relation to the Lessee or if there is any change in the Lessee's constitution, objects or articles of association and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of the covenants herein contained on the part of the Lessee.

(b) the expression "an event of insolvency" in clause B(a) above includes (in

relation to a company) inability of the company to pay its debts, entry into liquidation either compulsory or voluntary (except for the purpose of amalgamation or reconstruction), the passing of a resolution for a creditor's winding up, the making of a proposal to the company and its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs, the application to the Court for an administration order, and the appointment of a receiver or administrative receiver, and (in relation to an individual) inability to pay or having no reasonable prospect of being able to pay his debts, the presentation of a bankruptcy petition, the making of a proposal to his creditors for a composition in satisfaction of his debts or a scheme of an arrangement of his affairs, the application to the Court for an interim order, and the appointment of a receiver or interim receiver, and in relation to the various events of insolvency they shall wherever appropriate be interpreted in accordance and conjunction with the relevant provisions of the Insolvency (NI) Order 1989.

- (c) that such dividing walls and sides of the Premises as are contiguous with property of the Lessor are and shall remain party.
- (d) that in this Deed the masculine gender shall include the feminine gender, the singular number will include the plural number and vice versa and where there are two or more persons included in the expression "the Lessee" covenants expressly made by the Lessee shall be deemed to be made by such persons jointly and severally and where the context so requires or admits the

expression "the Lessor" shall include persons deriving title under it and the expression "the Lessee" shall include its successors and assigns.

- (e) this demise shall not confer upon or be deemed to include (by implication or otherwise) in favour of the Lessee any right of light or air which would in any way restrict the Lessor and its successors and assigns in building on lands adjoining or adjacent to the Premises.



- C. The Lessor hereby covenants with the Lessee as follows:
- (a) The Lessee paying the rent hereby reserved and observing and performing the several covenants on its part herein contained shall and may peaceably and quietly hold and enjoy the Premises during the said term without any interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under it.
  - (b) The Lessor will not build construct or erect any structure building or formation on or along the areas shown hatched green on the map attached hereto .
- D. In the event of termination or re-entry by the Lessor pursuant to clauseB(a), the Lessor shall not sell, lease, assign or licence the Premises except to a charity or charities for use as a shared spaced facility for community benefit or a charity or charities with objects similar to those of the Lessee. In the absence of any such charitable organisation with objects similar to the Lessee, the Lessor shall maintain the premises for the purposes of a shared community space pursuant to the Collaboration Agreement between the Parties hereto dated 29 April 2014.

***FIRST SCHEDULE***

ALL THAT piece or parcel of land situate at Railway Park in the town of Dungannon and County of Tyrone as more particularly delineated and described on the map thereof attached hereto and thereon edged red.

***SECOND SCHEDULE***

- (a) The right for the Lessee at all reasonable times on notice (except in the case of emergency) to enter the neighbouring or adjoining premises of the Lessor for the purpose of installing repairing cleaning maintaining replacing and renewing any sewers drains pipes tanks wires electric lines and plant (as defined by Article 2(2) of the Electricity Supply (Northern Ireland) Order 1972) ducts and conduits that pass through the neighbouring or adjoining premises of the Lessor and which service the Premises causing as little disturbance as possible and making good any damage caused.
- (b) A right of way for the Lessee its visitors, agents and invitees at all times and for all purposes on foot and with or without vehicles and equipment along all access routes leading to and from the Premises from the adopted road system and over and along the pathway on the southern boundary of the Premises and all pathways within Railway Park on the map attached hereto including the un-adopted portion of roadway shaded blue on the said map
- (c) The right of free and uninterrupted passage and running of gas electricity water and soil to and from the premises through the sewers drains pipes tanks electric

lines and plant (as defined by Article 2(2) of the Electricity Supply (Northern Ireland) Order 1972) ducts and conduits passing through or situated on any part of the Premises.

(d) The right of free and uninterrupted passage and running of storm water from the Premises through the Sustainable Urban Drainage System located on the area shaded green on the said map together with the right to enter unto so much of the Lessors adjoining premises as may be necessary for the maintenance repair and upkeep of the Sustainable Urban Drainage System with and without workmen machinery and equipment by the Lessee making good at its sole expense and with the minimum of delay all damage thereby caused.

### ***THIRD SCHEDULE***

#### **EXCEPTIONS AND RESERVATIONS**

1. A right of way for the Lessor its visitors, agents and invitees at all times and for all purposes on foot and with vehicles and equipment over the roads and paths only in or on any part of the Premises.
2. The right of free and uninterrupted passage and running of gas electricity water and soil to and from the premises through the sewers drains pipes tanks electric lines and plant (as defined by Article 2(2) of the Electricity Supply (Northern Ireland) Order 1972) ducts and conduits passing through or situated on any part of the Premises.
3. The right for the Lessor and all persons authorised by the Lessor at all

reasonable times on notice (except in the case of emergency) to enter the Premises for the purpose of repairing cleaning maintaining or renewing any such sewers drains pipes tanks electric lines and plant (as defined by Article 2(2) of the Electricity Supply (Northern Ireland) Order 1972) ducts and conduits as pass through or are situated on the Premises causing as little disturbance as possible and making good any damage caused.

IN WITNESS whereof the parties have executed this Lease on the day and year first herein WRITTEN.

PRESENT when the Seal of )

MID ULSTER DISTRICT )

COUNCIL was affixed hereto:- )

)

)

)

)

SIGNED on behalf of the )

LESSEE by )

in the presence of:- )

)



**Dated this            day of            2015**

**MID ULSTER DISTRICT COUNCIL**

**-to-**

**SOUTH TYRONE EMPOWERMENT PROGRAMME**

**Draft L E A S E**

**SIMMONS, MEGLAUGHLIN & ORR LLP,**

**SOLICITORS,**

**20 NORTHLAND ROW,**

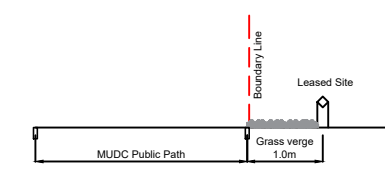
**DUNGANNON,**

**CO. TYRONE.**

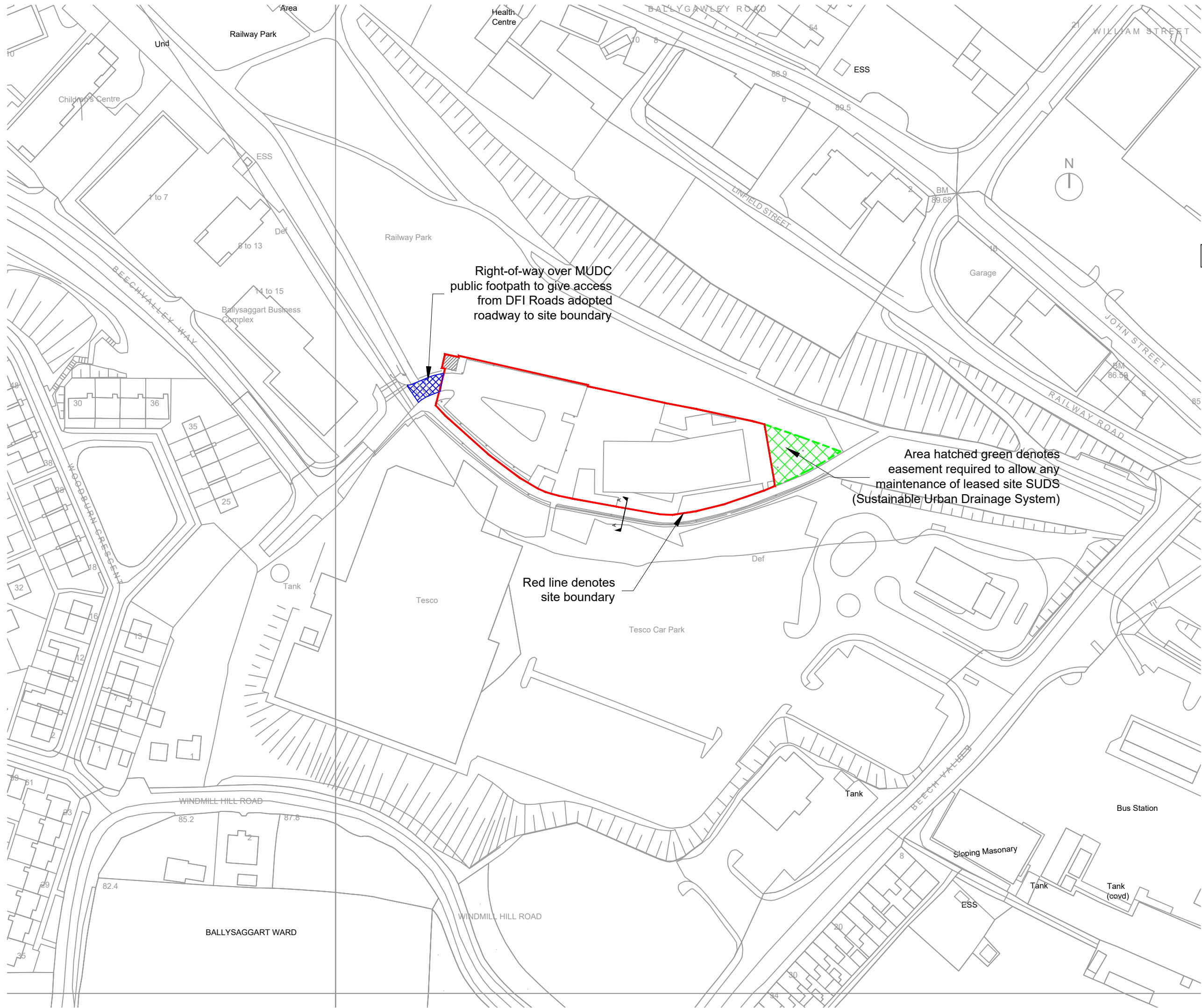
**Key**

- Red line denotes Boundary
- Area hatched green denotes easement required to allow any maintenance of leased site SUDS (Sustainable Urban Drainage System)
- Right-of-way over MUDC public footpath to give access from DFI Roads adopted roadway to site boundary

Area of site inside red line = 0.41 hectares



Section A-A



Right-of-way over MUDC public footpath to give access from DFI Roads adopted roadway to site boundary

Area hatched green denotes easement required to allow any maintenance of leased site SUDS (Sustainable Urban Drainage System)

Red line denotes site boundary

REV	NOTES	DATE
<b>Comhairle Ceantair Lár Uladh Mid Ulster District Council</b>		
<b>CLIENT:</b> MID ULSTER COUNCIL 80 BURN ROAD COOKSTOWN BT80 8DT		
<b>PROJECT:</b> STEPS Building, Dungannon		
<b>PROJECT ADDRESS:</b> The Junction, 12 Beechvalley Way, Dungannon, BT70 1BS		
<b>Drawn by:</b> EOH <b>Checked by:</b> ML		
<b>DRAWING NAME:</b> Proposed Boundary Line		
<b>SCALE:</b> 1:1250 1:100 @ A1		
<b>DATE:</b> December 2018		
<b>DWG No</b> MUDC/TS/C/2018/012/WD01		<b>REV</b> -
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