

Department for
**Social
Development**
www.dsdni.gov.uk

Mr Ken Anderson
Property & Projects
Belfast City Council
Adelaide Exchange
BELFAST
BT2 8GD

**Physical Development Branch
Belfast Regeneration Office**

James House
Gasworks Business Park
2-4 Cromac Avenue
Ormeau Road
Belfast, BT7 2JA
Telephone: 028 90819650
Fax: 028 90819823
E-mail: patricia.mckay@dsdni.gov.uk
Your Ref:
Our Ref: CDB/28/2/08
Date: 14th February 2012

Dear Ken,

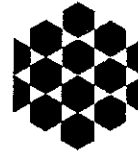
**RE: AINSWORTH COMMUNITY CENTRE, 117 AINSWORTH AVENUE,
BELFAST**

I refer to the above-named property.

The Department are considering vesting the property due to its dilapidated state and the fact that the premises are being used as a focal point for drugs use and anti-social behaviour by youths.

I attach a copy of a Deed of Covenant and Charge between Ainsworth Community Centre and Belfast City Council. I would be grateful if you would consider the Covenant and advise if you would have any objections to the vesting of the property by the Department.

Please do not hesitate to contact me if you require any further information.



Department for
**Social
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Yours sincerely

Patricia McKay

PATRICIA McKAY

MA 297

Dated this 22 Day of May 2006

501-216-6-CC

AINSWORTH COMMUNITY ASSOCIATION

and

BELFAST CITY COUNCIL

DEED OF COVENANT AND CHARGE

Ciaran Quigley
Director of Legal Services
City Hall
BELFAST
BT1 5GS

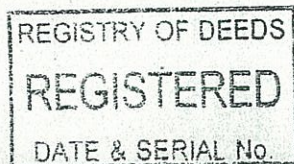
THIS INDENTURE is made the day of Two thousand and Six BETWEEN AINSWORTH COMMUNITY ASSOCIATION of 117 Mayo Street, Belfast BT13 3AZ (hereinafter called "the Association") the present Trustees of which are Mr Lewis West of 7 Brown Square Belfast, Mr Thomas Jackson Hewitt of 36 Dhu Varren Park and Thomas Aiken of 8 Crossland Court, Belfast (hereinafter called 'the Trustee's') of the one part and BELFAST CITY COUNCIL of City Hall, Belfast BT1 5GS (hereinafter called 'the Council') of the other part.

WHEREAS

1. By virtue of an Assignment of Lease dated 17th January 1975 made between Samuel Smith of the one part and Thomas Jackson Hewitt, John Harris and Lewis West, the then Trustees of the Association of the other part the Premises described in the Schedule hereto were assigned to the Purchaser's therein for the residue of the term of 999 years under a Lease dated 20th day of September 1964 between the Trustees of Hugh Henry Boyd's Endowment Belfast of the one part and J & W.C. Gaw Limited of the other part (hereinafter called 'the Lease').
2. The Premises are now vested in the Trustees.
3. The Trustees have applied to the Council under the provisions of the Recreation and Youth Services (Northern Ireland) Order 1986 for a grant towards the expenditure to be incurred by the Trustees to complete the construction of a new Community Centre ("the Project") on the Premises to facilitate its use as a Community Facility.

The Council is satisfied that the said expenditure is to be incurred by the Trustees in furtherance of the intent to complete the construction of a new Community Centre to facilitate its use as a community facility and the Council has accordingly agreed to make a grant to the Trustees towards the said expenditure subject to the terms and conditions hereinafter appearing and the expression the "grant" for the purposes of this deed shall mean the current approved expenditure of £11,000.00 or such other sum or sums as shall be actually advanced by the Council in connection therewith.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the Grant to be made to the Trustees out of the moneys provided in accordance with the said Order the Trustees do hereby jointly and severally covenant with the Council in manner following:-



28-Jul-2006 2006212241

- a) To use the Premises for the purpose of a Community Centre and for no other purpose whatsoever.
- (b) Not to use the Premises or any part thereof for the benefit of any particular religious body or political grouping.
- (c) To observe and perform all the covenants and conditions contained in the documents of title under which the Premises are held, and in particular the documents of title set forth at paragraph 1 hereof.
- (d) To expend the Grant for the purposes hereinbefore mentioned and for no other purpose.
- (e) To commence the construction of the Community Centre within three years from the date of this deed.
- (f) To permit the Council its officers and employees at all reasonable times to enter upon the Premises or any part thereof to inspect the same and the various activities carried on therein and the state of repair of the Premises and to repair and make good all defects of which notice shall be given by the Council to the Trustees within three calendar months of the giving of such notice.
- (g) To insure the Premises against loss or damage by fire for a sum equal to the full value thereof in the name of the Trustees with a reputable Insurance Company and to keep the same so insured and upon the request of the Council from time to time to produce to the Council the policy of such insurance and the receipt for the then current year's premium and if the Premises or any part thereof shall be destroyed or damaged by fire forthwith to expend the monies received under such insurance or so much thereof as the Council may require in rebuilding or reinstating the same to the reasonable satisfaction of the Council.
- (h) To prosecute with due diligence any claim arising under statute or otherwise in respect of damage to the Premises caused unlawfully wantonly or maliciously and forthwith to apply any sum recovered under such claim in or towards rebuilding or reinstating the Premises to the reasonable satisfaction of the Council or at the option of the Trustees to repay to the Council the said sum or such part thereof (not exceeding the amount of the Grant) as the Council may require together with interest thereon in accordance with the provisions of the next succeeding covenant.

- (i) To obtain all requisite consents and to comply with all notices, orders and obligations issued, made or imposed under or by virtue of any statutory enactment with regards to the condition of the Premises or the use thereof.
- (j) To secure all necessary funding to meet the cost of the Project and to forthwith give notice to the Council in the event that the Trustees should become aware of:-
 - (i) Any threat to the Project due to withdrawal of other funders;
 - (ii) Any substantial deterioration in the financial position of the Committee;
 - (iii) That the said Project has been jeopardised as to its future continuance;
 - (iv) The Association becomes insolvent or go into a position of potential insolvency (including any actual or threatened liquidation, creditor's agreement, receivership or creditor's judgement).
- (k) To keep and maintain proper legal and financial controls in place to receive and administer the Grant and retain all accounting and other records relating to the Project in a secure place.
- (l) That if all or any of the covenants conditions and agreements herein contained shall not be duly performed and observed then in any such case or cases if so required by the Council to repay to the Council on demand the whole or such portion of the Grant as the Council may require together with interest thereon at the rate equivalent to that determined from time to time in accordance with Paragraph 18 of Schedule 6 to the Local Government Act (N.I.) 1972 such interest to commence to run after the expiration of one month from the date of demand by the Council provided that the liability of the Trustees to repay the Grant shall be reduced by one tenth of the total amount of the Grant for each complete year in which the said covenants and conditions shall have been duly performed and observed.

NOW THIS INDENTURE FURTHER WITNESSETH that for the consideration aforesaid the Trustees do hereby charge the Premises with the repayment to the Council of the Grant or such portion or portions thereof as shall be lawfully demanded by the Council under the provisions in that behalf hereinbefore contained together with interest thereon at the rate hereinbefore described. **AND** the Trustees hereby accordingly consent to the registration of the said Charge and Covenant as a burden on the Premises.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:-

- (1) That the Constitution and Rules of the Association and any amendments thereto shall be subject to the prior approval of the Council and that eligibility to enjoy the facilities of the Premises shall not be restricted on denominational grounds or made conditional on denominational religious observances.
- (2) That the Trustees shall not without the consent of the Council first had and obtained sell lease mortgage or otherwise dispose of the Premises or any part thereof **PROVIDED HOWEVER** that the Trustees shall have power with the consent of the Council first had and obtained to sell or dispose of the Premises or any part thereof freed and discharged from the covenants and conditions herein contained and in such manner as the Trustees shall think fit but upon any such sale or disposal the Trustees shall if so required by the Council repay to the Council the Grant or such part thereof as the Council may require.
- (3) That no appointment of a new trustee or new trustees shall be made without the prior written consent of the Council and copies of all Deeds of Appointment of New Trustees shall be delivered up to the Council.
- (4) Provided that the Trustees have observed and performed the covenants on their part and conditions herein contained, then at the expiration of ten years from the date of the last payment of the Grant by the Council the said covenants and conditions shall cease to have effect.

IN WITNESS whereof the Trustees have set their hands and affixed their Seals and the Common Seal of **BELFAS CITY COUNCIL** has been hereunto affixed the day and year first herein **WRITTEN**.

SCHEDULE

The Premises comprised in the Lease and therein described as: -

"All that piece or parcel of ground situate on the West side of Mayo Street in the City or County Borough of Belfast containing in front to Mayo Street aforesaid 86 feet three inches or thereabouts in the rere or west side 86 feet three inches or thereabouts and extending backwards from front to rere on the North side seventy-six feet six inches or thereabouts and on the South side seventy-six feet six inches or thereabouts be all or any of the said several admeasurements more or less Bounded on the front or East side by Mayo Street aforesaid on the rere or West side by Ainsworth Avenue on the North side by premises in the ownership of the Lessor and on the South side by premises known as number Mayo Street and all which said piece or parcel of ground is more particularly delineated and described on the map or ground plan thereof hereon endorsed and thereon surrounded by a red line TOGETHER with the school house and outbuildings erected thereon and known as No.117 Mayo Street Belfast aforesaid".

SIGNED SEALED AND DELIVERED by)
the said TRUSTEES all in the)
presence of:)

John Coleman MLA)
921 Crumlin Road)
BT14 8AB)

Martin)
29 Seaburne Pde)
BT15 3NP)

[Signature])
[Signature])
[Signature])

T.S. HEWITT

T.A. AICKEN

LOUIS WEST

PRESENT when the Common Seal of)
BELFAST CITY COUNCIL)
was affixed hereto:-)

J. Patrick Conway)
LORD MAYOR)

[Signature])
CHIEF EXECUTIVE)

Conveyance of 117 Mayo Street