

B 687

DATED THIS 2th DAY OF October 1998

NORTHERN IRELAND HOUSING EXECUTIVE

~to~

BELFAST CITY COUNCIL

COUNTERPART LEASE

PREMISES: Land at Torrens Crescent,
Belfast – (TORR HEATH PLAYGROUND)

MESSRS. DONAGHY CAREY,
SOLICITORS,
ROSEMARY HOUSE,
45-47 ROSEMARY STREET,
BELFAST, BT1 1QB.

T H I S I N D E N T U R E made the 8th day
of October One thousand nine hundred and Ninety Eight
BETWEEN THE NORTHERN IRELAND HOUSING EXECUTIVE of 2 Adelaide
Street in the County of the City of Belfast (hereinafter called
"the Lessor" which expression shall where the context so admits
or requires include its successors and assigns) of the one part
and **BELFAST CITY COUNCIL** of City Hall, in the County of the City
of Belfast (hereinafter called **"the Lessee"** which expression
shall where the context so admits or requires include its
successors and assigns) of the other part;

W I T N E S S E T H that in consideration of the sum of
£5.00 now paid by the Lessee to the Lessor (the receipt of which
sum the Lessor hereby acknowledges) and in consideration of the
yearly rent hereinafter reserved and of the covenants on the
part of the Lessee and conditions hereinafter contained the
Lessor as Beneficial Owner doth hereby demise unto the Lessee
ALL THAT piece or parcel of ground situate at Torrens Crescent,
Belfast which said property is more particularly described and
delineated on the map attached hereto and thereon edged red
(hereinafter called **"the premises"**) **EXCEPTING AND RESERVING**
hereout all such matters and things that as are accepted in and
reserved by the indentures underwhich the said premises are held
with others to **TO HOLD** the premises unto the Lessee its
administrators and assigns for the term of twenty-five years
from the date thereof **YIELDING AND PAYING** therefore and thereout
yearly and every year during the continuance of this demise the
yearly rent of five pence (if demanded) on the First day of May
in each year **AND** the Lessee its administrators and assigns to
the intent that the obligations shall continue throughout the
term hereby covenants with the Lessor and its assigns in the
following manner-

- 1 to pay the rent hereby reserved on the days and in the
manner aforesaid;
- 2 to pay and discharge all existing and future rates, taxes,
charges, assessments, impositions, and outgoings of an
annual or periodically recurring nature imposed or charged
upon the Plot or payable by the owner or occupier in
respect thereof;
- 3 (i) to use and occupy the Plot only as "Informal Open
Space" as defined in the Circular

REGISTRY 1061/DEEDS

330225 16.10.98

REGISTERED

issued by the Department of the Environment for Northern Ireland a copy of which is annexed hereto and initialled by the parties for identification, and for no other purpose whatsoever without the previous written consent of the Lessor;

- (ii) the Council may request the Lessor for permission to use the Plot otherwise than as "Informal Open Space" as aforesaid, and for a release of Clause 3 (i) and the Lessor shall grant such release provided that the Council shall pay to the Lessor the full current Market Value of the plot as assessed by the District Valuer of the Valuation and Lands Agency or such other person as may be nominated and approved by the parties hereto and in default of agreement thereon such person shall be chosen by the President of the Law Society of Northern Ireland;
- 4 not to assign, underlet or part with the possession of the Plot or any part thereof without the previous written consent of the Lessor, such consent not to be unreasonably withheld nor delayed;
- 5 to indemnify and to keep indemnified the Lessor from all claims howsoever arising from the exercise of this Lease subject to the covenant on the part of the Lessor hereinafter contained;

AND the Lessor hereby covenants with the Council as follows:

1. that the Council paying the rent hereby reserved (if demanded) and performing and observing the covenants on its part and conditions herein contained shall peaceably hold and enjoy the Plot without any interruption by the Lessor or any person claiming under or in trust for it.

PROVIDED ALWAYS that if the rent hereby reserved (if demanded) shall be unpaid for twenty-one days after becoming payable or if there shall be any breach non-performance or non-observance of any of the covenants on the Council's part or conditions herein contained or if the Council shall abandon or cease to occupy the Plot or to use the same in accordance with the provisions of this demise it shall be lawful for the Lessor at any time hereafter to re-enter upon the Plot or any part thereof in the

* There is no Agreement for Lease to which this Lease gives effect

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 any of the Council's covenants herein contained.

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty thousand pounds (£60,000.00);

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

PRESENT when the Common Seal of :
the NORTHERN IRELAND HOUSING :
EXECUTIVE was affixed hereto:- :

[Signature] :
Authorized Officer and :

[Signature] :

[Signature] :

both Officers of the Northern :
Ireland Housing Executive, all :
of 32-36 Great Victoria Street, :
Belfast

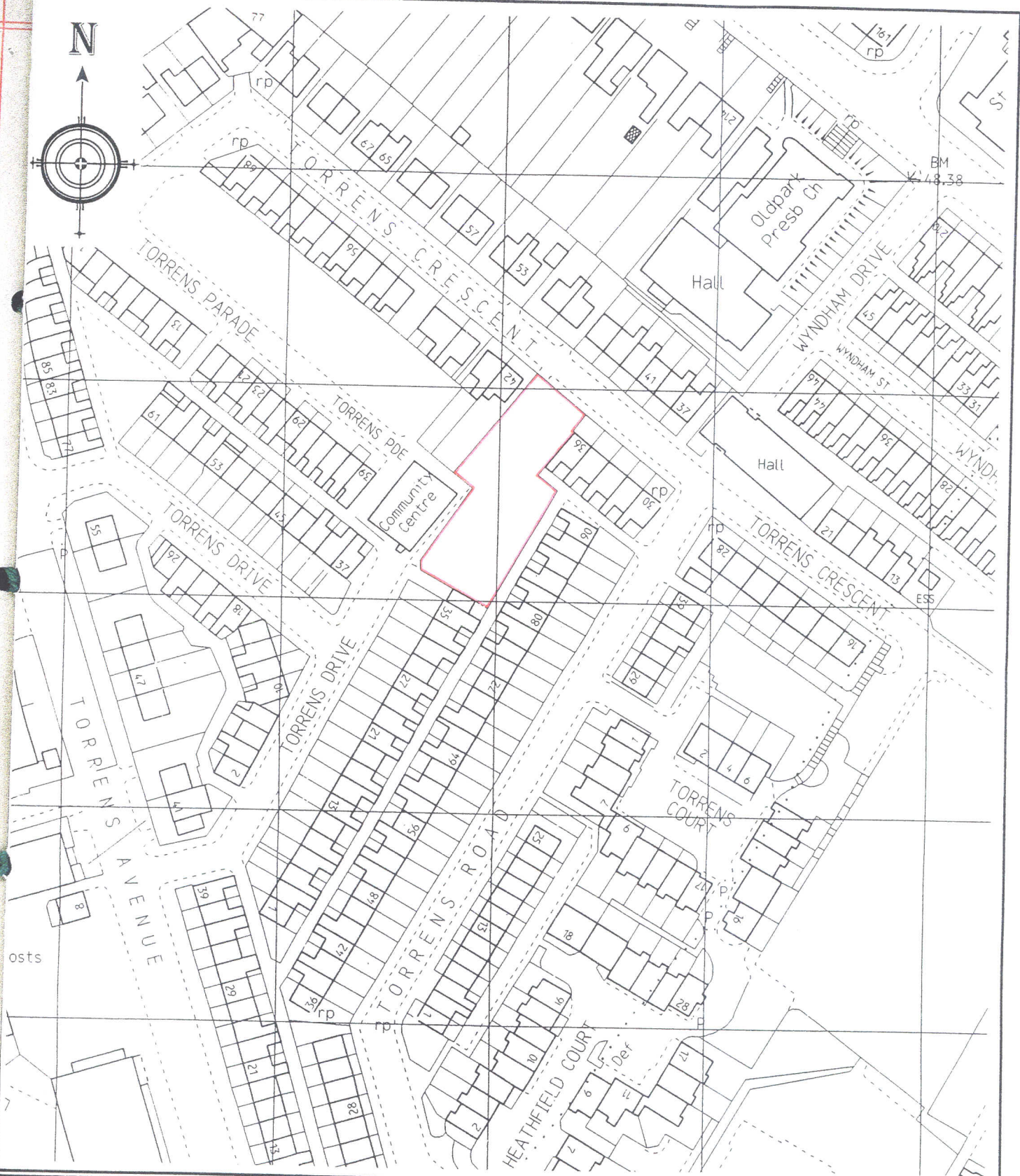
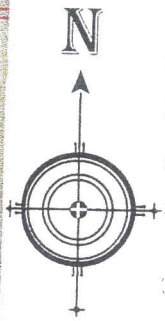
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PRESENT when the Corporate Seal :
of BELFAST CITY COUNCIL :
was affixed hereto:- :

[Signature] :

LORD MAYOR
[Signature]
CHIEF EXECUTIVE

Original signed by [Name] on [Date] at [Location]



MAP REFERRED TO

BELFAST CITY COUNCIL to NORTHERN IRELAND HOUSING EXECUTIVE
LAND AT TORRENS CRESCENT/DRIVE, BELFAST

SCALE 1:1250

AREA 0.233 ACRES

Reproduced from the Ordnance Survey of Northern Ireland 1:1250 map of 1997 with the permission of the Director & Chief Executive, Crown Copyright.
Produced by The Estates Office, Belfast City Council, Property Services Section, Cecil Ward Building, 4-10 Linenhall Street, Belfast BT2 8BP.
11/05/98