



11 September 2025

Dear Applicant

**Our Ref: EIR 902**

Your request for information received on 19 August 2025 has been handled under the Environmental Information Regulations 2004 (EIR).

**Request**

*I am emailing on behalf of Carrick Hill Residents & St Patrick's & St Joseph's Housing Committee under the Freedom of Information Act in relation to a land lease given to the Catholic Church by the NIHE in December of 1985, the St Kevin's Hall site based in North Queen Street.*

*I am aware that the Catholic Church has a 10,000 year lease on the site, what I am requesting from yourselves is a full copy of the said lease that was signed by both parties, church and the NIHE. providing the names of all parties concerned, and what was the purchase cost of the lease, and also any covenant attached to the lease.*

**Our response**

Please find enclosed a copy of the lease between the Housing Executive and the Catholic Church relating to land at St Kevin's Hall, Frederick Street/North Queen Street, Belfast BT1.

Redactions have been applied to the lease where it as it contains the names of the clergy involved in the transaction on behalf of the Catholic Church or the names of officers of the Housing Executive who were party to sealing the lease on behalf of NIHE . The Housing Executive considers this information to be exempt from disclosure as the exception at Regulation 11 of the Environmental Information Regulations (Personal Information) is engaged. In addition, disclosure of this personal information would be a breach of the Data Protection Act 2018, Schedule 2, Part 3, Paragraph 16 – Protection of the Rights of Others.

This concludes our response.

BOARD APPROVED  
18.5.1983

Q



DP 1-20  
13/12/85

O'CONNOR  
STATIONERY  
JUDE LIN



# This Indenture

made the 13<sup>th</sup> day of

One thousand nine hundred and Eighty-five BETWEEN  
NORTHERN IRELAND HOUSING EXECUTIVE having its head office at 2  
Aide Street Belfast in the County of the City of Belfast (herein-  
after called "the Lessor" which expression shall include the person  
or persons for the time being entitled to receive the rent hereby  
reserved where the context so admits) of the one part and MOST

[redacted] of St. Patrick's  
Roman Catholic Church, Donegall Street, Belfast aforesaid and [redacted]  
[redacted] of St. Patrick's Roman Catholic Church,  
Donegall Street, Belfast aforesaid (hereinafter called "the Lessee"  
which expression shall include his executors administrators and  
assigns where the context so admits) of the other part.

WITNESSETH that in consideration of the sum of Seven thousand five  
hundred pounds now paid by the Lessee to the Lessor (the receipt of  
which sum the Lessor hereby acknowledges) and also in consideration  
of the rent covenants and conditions hereinafter reserved and con-  
tained on the part of the Lessee to be paid observed and performed  
the Lessor hereby demises unto the Lessee ALL THAT piece or parcel  
of land described in the Schedule hereto and delineated on the map  
annexed hereto and therein surrounded by a red line (hereinafter  
referred to as "the demised premises") together with all rights ease-  
ments and appurtenances to the said lands belonging or in anywise  
appertaining or usually held and enjoyed therewith and EXCEPTING AND  
RESERVING unto the Lessor the free and uninterrupted passage and run-  
ning of water and soil from other buildings and lands of the Lessor  
and its tenants adjoining or near to the demised premises through the  
sewers drains pipes and watercourses which now are or may hereafter  
during the term hereby granted be in or under the demised premises  
Together with the right to enter upon the demised premises at all  
necessary times to lay relay inspect and repair pipes drains and  
sewers thereunder making good all damage thereby caused to the demised  
premises TO HOLD the same subject to all easements affecting the same

Registered in the Registry of Deeds

Belfast 20 DEC 1985 Serial No. 194/110

Handwritten signature

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18.12.85



unto the Lessee as Joint Tenants from the 13th day of December. One thousand nine hundred and Eighty-Five for the term of Ten thousand years PAYING therefor during the said term the yearly rent of 5p (if demanded) to be paid without any deduction.

The Lessee for himself and his assigns and to the intent that the same shall continue throughout the said term (save where satisfied earlier) covenants with the Lessor as follows:

1. To pay the said yearly rent hereinbefore reserved and made payable when demanded.
2. From time to time and at all times during the said term to pay and discharge all rates taxes duties charges assessments and outgoings whatsoever (whether Parliamentary local or of any other description) which now are or may at any time hereafter be assessed charged or imposed upon or payable in respect of the demised premises or upon the owner or occupier in respect thereof.
3. Within three years from the date of these presents to erect and complete upon the demised premises one Parochial Hall in accordance with plans and specifications previously approved by the Lessor.
4. Not to erect upon the demised premises or any part thereof without the Lessor's written consent (such consent not to be unreasonably withheld) any building or erection whatsoever except the said Parochial Hall hereinbefore covenanted to be erected.
5. Not at any time during the said term without the consent of the Lessor (such consent not to be unreasonably withheld) to use or permit or suffer the said demised premises or any part thereof or any building thereon to be used for any purpose whatsoever except as a Parochial Hall catering for the religious needs and associated activities of the people of St. Patrick's Roman Catholic Parish, Belfast.
6. Not to make or permit or suffer to be made any alteration or addition to any building or erection at any time during the said term erected or being upon the demised premises without the Lessor's previous written consent (such consent not to be unreasonably withheld).
7. To keep the demised premises and all buildings and erections



thereon and all fences walls yards enclosures sewers and gutters in good substantial order and repair and so to deliver up the same at the end or sooner determination of the said term and, if required by the Lessor, to reinstate the site to its former use to the satisfaction of the Lessor.

8. To permit the Lessor or its servants or agents at all reasonable times to enter upon the demised premises and view the state of any buildings thereon or the progress of any work and materials used or intended to be used therein and upon written notice given by the Lessor to repair and make good all defects within three calendar months.

9. To keep all buildings erections and fixtures of an insurable nature at any time upon the demised premises insured against loss or damage by fire to the full value thereof in some office of repute AND to produce whenever required to the Lessor or its agent the policy of every such insurance and the receipt for the last premium thereof and in default thereof to permit the Lessor (without prejudice to the power of re-entry under the clauses hereinafter contained) to insure the said premises in manner aforesaid and to pay the premium so paid and all incidental expenses on demand AND in case the said premises or any part thereof shall at any time during the said term be destroyed or damaged by fire then and as often as the same shall happen to pay out with all convenient speed all monies received in respect of such insurance in rebuilding repairing or otherwise reinstating the same premises according to the plans elevations sections and specifications to which the same were erected or in such other manner as shall be previously approved of in writing by the Lessor and in case the moneys received in respect of the said insurance shall be insufficient for the purpose to make good the deficiency out of his own monies.

10. Not at any times during the said term to hold or cause or permit to be held or caused on the demised premises or any part thereof any open air meetings or any broadcast transmission relay or recording audible in or to the open air or to do or suffer any act or thing upon the demised premises which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor or his tenants or



the occupiers of any adjoining or neighbouring lands or to the neighbourhood PROVIDED that any nuisance or annoyance caused to the Lessor arising out of the building or erection of any building in pursuance of the covenants herein contained and reasonably necessary in the course of such operations shall not be deemed to be a breach of this covenant.

11. To comply with all building planning and other acts affecting the district and all regulations of local and other authorities and to do all things required to be done by such Acts or by Regulations made thereunder in relation to the demised premises or anything done or to be done thereon and to pay all such fees charges penalties claims and expenses in respect thereof or for obtaining any licence approval or consent required by any such Act or Regulation and to keep the Lessor indemnified against the same and each and every of them and against all actions proceedings claims and demands howsoever arising out of the failure of the Lessee to comply with any such acts or Regulations or to obtain any necessary licence approval or consent or from the use or occupation of the premises by the Lessee.

12. To keep from the date of commencement hereof and throughout the term hereby demised all undeveloped land in a clean and tidy condition and all grass hedges and other plants in good order and reasonably free of weeds.

13. Not to assign or sub-let or part with the possession of the demised premises or any part thereof without the prior written consent of the Lessor such consent not to be unreasonably withheld Provided however that any sub-letting for an occasional or temporary use for community purposes shall not be effected.

AND the Lessor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved (if demanded) and performing and observing the covenants conditions and agreements herein contained and on his part to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises during the term hereby granted without any lawful interruption or disturbance from or by the Lessor its successors or assigns or any person or persons claiming under or in trust for the Lessor.



PROVIDED ALWAYS and it is expressly agreed:

- (1) that if the said yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether any formal or legal demand thereof shall have been made or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein contained on his part to be performed and observed then in any such case it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf into or upon the demised premises or any part thereof in the name of the whole to re-enter and the same premises peaceably to hold and enjoy henceforth as if these presents had not been made without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained.
- (2) That the East and South sides of the demised premises are and shall remain party walls.
- (3) That in this Deed the masculine gender shall include the feminine gender, the singular number shall include the plural and vice versa, and where there are two or more persons included in the expression "the Lessor" or "the Lessee" covenants expressed to be made by the Lessor or the Lessee shall be deemed to be made by such persons jointly and severally.

AND 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 other than rent exceeds Thirty thousand pounds.

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

#### SCHEDULE

ALL THAT parcel of ground having the measurements (be all or any of the same more or less) abutments and boundaries particularly delineated



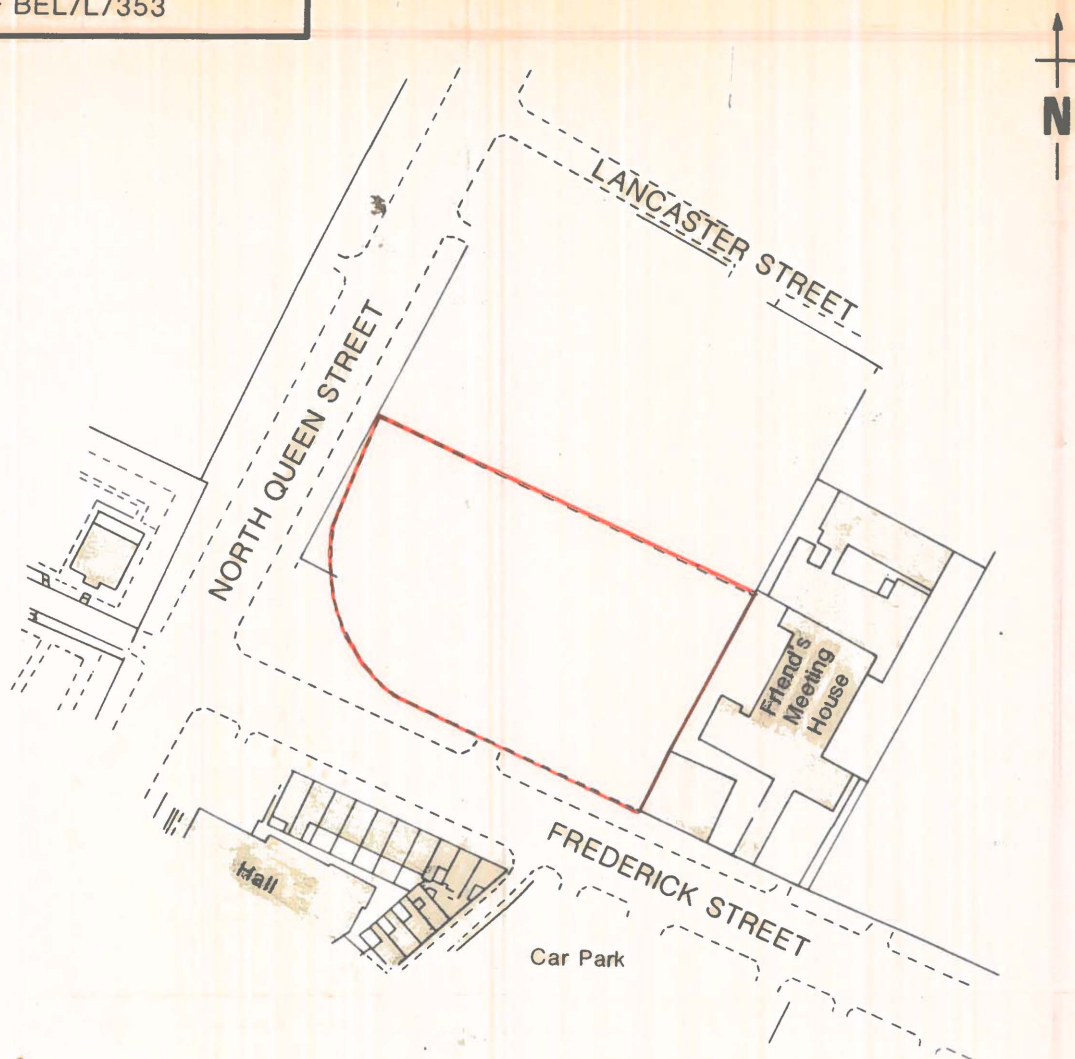
PRESENT when the Common Seal of the :  
NORTHERN IRELAND HOUSING EXECUTIVE :  
was affixed hereto: :

Officers of the Northern Ireland  
Housing Executive

SIGNED SEALED AND DELIVERED by the  
said MOST REVEREND [REDACTED],  
REV. FATHER [REDACTED] and  
REV. FATHER [REDACTED] in the  
presence of:

Secretaries.  
Bolt of 306 Limestone Road  
Belfast





**O.S.:-** I.G. 130-13NE,1

**SCALE:-** 1/1250

LAND AT  
FREDERICK ST/ NORTH QUEEN ST.  
N.I.H.E. to Trustees of St. Kevin's Church

**NORTHERN IRELAND HOUSING EXECUTIVE,**  
**THE HOUSING CENTRE,**  
**2, ADELAIDE STREET, BELFAST, BT2 8PB.**

I.G. 130-13NE,1

1/1250

Adv.Rev.

3551/5.

DATED THIS 13<sup>th</sup> DAY OF December 1985

NORTHERN IRELAND HOUSING EXECUTIVE

-to-

MOST REVEREND [REDACTED], REV.  
FATHER [REDACTED] and REV.  
FATHER [REDACTED]

L E A S E

Paschal J. O'Hare, Esq.,  
Solicitor,  
306 Limestone Road,  
BELFAST, BT15 3AR.

