

## **Land at Springway, Randalstown – Contract between Housing Executive and NIE Networks**

1. Can you please furnish me with details of the contract between NIHE and NIE/Power NI for the use of the land?”

Please find a copy of the lease for the land to the rear of 9 to 12 Springway, Randalstown between the Housing Executive and NIE Networks below. The extent of the land leased to NIE Networks is shown on the map included with the lease.

DATED THE

DAY OF

2021

**NORTHERN IRELAND HOUSING EXECUTIVE**

**-and-**

**NORTHERN IRELAND ELECTRICITY NETWORKS LIMITED**

**Counterpart**

**LEASE**

(Substation Site at SPRINGWAY RANDALSTOWN)



**JOHNS ELLIOT  
SOLICITORS  
40 LINENHALL STREET  
BELFAST BT2 8BA**

**THIS INDENTURE** made the                      day of                      Two thousand and twenty one Between **NORTHERN IRELAND HOUSING EXECUTIVE** of The Housing Centre Adelaide Street Belfast (hereinafter called "the Lessor" which expression shall where the context so requires or admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby demised) of the one part and **NORTHERN IRELAND ELECTRICITY NETWORKS LIMITED** having its registered office at 120 Malone Road in the County of the City of Belfast (hereinafter called "the Lessee" which expression shall where the context so requires or admits include its successors and assigns) of the other part

**WITNESSETH** that in consideration of the sum of One thousand and twenty five pounds paid by the Lessee to the Lessor (the receipt of which sum the Lessor hereby acknowledges) and in consideration of the rent hereinafter reserved and the covenants on the part of the Lessee and conditions hereinafter contained the Lessor **HEREBY DEMISES** unto the Lessee **ALL THAT** piece or parcel of ground (hereinafter referred to as "the demised premises") situate at Springway Randalstown County Antrim and more particularly delineated and described as to measurements abuttals and boundaries on the map or plan thereof numbered NP521-6-1 hereto attached and thereon shown edged red **TOGETHER WITH** Full and Free right and liberty for the Lessee its servants agents workmen and all persons authorised by it at all times either with or without vehicles to pass and repass on over and along adjoining lands of the Lessor which said lands are shown hatched blue on the said map or plan for all purposes connected with the erection repair and maintenance of a static electricity sub-station including all other necessary works and operations connected therewith

**AND ALSO TOGETHER WITH** full and free right and liberty for the Lessee its servants agents workmen and all persons authorised by it at all times to

A    enter the lands shown hatched green on the said map and to pass and repass thereover on foot or with vehicles or other methods of conveyance for the purpose of laying re-laying repairing renewing maintaining testing

inspecting and removing and to lay re-lay repair renew maintain test inspect and remove in through or under the said lands shown hatched green Lines and such other works as the Lessee its successors or assigns may consider necessary the Lessee its successors and assigns causing as little damage as possible and making good to the reasonable satisfaction of the Lessor any damage caused by the exercise of such right

- B erect place and retain Lines over along and across the lands shown by a pecked red line on the said map

**EXCEPTING AND RESERVING** out of this demise all such matters and things as are excepted and reserved out of the deeds under which the Lessor holds the said lands with others **TO HOLD** the demised premises unto the Lessee for the term of Ninety nine years from the First day of August Two thousand and twenty **YIELDING AND PAYING** therefor during the said term the yearly rent of One peppercorn (if demanded) clear of all deductions on the First day of August in each year the first of such payments (if demanded) to be made on the First day of August Two thousand and twenty one **AND** the Lessee for itself its successors and assigns **HEREBY COVENANTS** with the Lessor as follows:-

- (1) During the said term to pay the said rent (if demanded) in manner aforesaid
- (2) During the said term to pay all existing and future rates taxes charges and outgoings for the time being payable in respect of the demised premises
- (3) Not (except with the consent of the Lessor such consent not to be unreasonably withheld or delayed) to use the demised premises for any purpose save in connection with its electricity undertaking
- (4) Not to assign sub-let or part with possession of the demised premises

without the consent of the Lessor such consent not to be unreasonably withheld or delayed

- (5) During the said term to keep the demised premises and all buildings and other erections thereon in good order repair and condition
- (6) At the expiration or sooner determination of the said term to deliver up to the Lessor the demised premises in good order and condition subject as hereinafter mentioned
- (7) To indemnify the Lessor from and against all actions costs claims and demands of any nature or kind arising from any loss damage or injury which may be caused by reason of or in consequence of the erection repair maintenance and user of any equipment or works of the Lessee on the demised premises **PROVIDED THAT** such actions costs claims and demands do not arise through the act neglect or default of the Lessor or the agents servants workmen tenants licensees of the Lessor or any other person claiming thereunder
- (8) To define by means of a concrete slab (or such other means as may be agreed between the Lessor and the Lessee) the demised premises as indicated on the attached map or plan from the adjoining premises of the Lessor and to maintain the concrete (or such other means of definition) in good order repair and condition throughout the term of this demise

**AND** the Lessor hereby for itself its successors and assigns covenants with the Lessee as follows:-

1. Not to construct or place any obstruction dwelling house building structure or erection of any nature or kind whatsoever or to raise or permit to be raised the level of the ground or of any dwelling house building structure or erection of any nature or kind whatsoever (by lateral or

vertical extension or otherwise) or plant or permit to be planted any tree hedge shrub underwood or plant of any kind on the said lands shown coloured green on the said map or in the vicinity of the Line without prior consent in writing of the Lessee and the Lessee shall not give its consent where any or all of the rights and liberties herein granted would be diminished or affected in any way

2. To permit the Lessee to remove or cut any tree hedge shrub or underwood or plant of any kind now or hereafter planted on the said lands which obstructs or interferes with the construction maintenance or working of the Line or which encroaches upon the foundations of any tower pole stay or other support forming part of the Line
3. Not to make any excavations for the purpose of getting taking raising or carrying away any minerals sand gravel clay stone or other materials forming part of the soil of the said lands which will affect the rights and liberties herein granted
4. Not to do or permit to be done anything which would place the Lessee in breach of regulations prescribed from time to time by the Department for the Economy (or such other relevant Statutory body pertaining to the Line
5. Not to make any claim against the Lessee for any diminution in the value of its lands or any part or parts thereof attributable to the existence of the Line or to the refusal of the Lessee to give its consent in pursuance of an application by the Lessor under Covenant 1 above of the covenants given by the Lessor
6. That the Lessee paying the rent hereby reserved (if demanded) and observing and performing the covenants on the part of the Lessee and conditions herein contained may quietly hold and enjoy the demised premises during this demise without any interruption by the Lessor or the successors and assigns of the Lessor or any person or persons claiming

under or in trust for the Lessor

**PROVIDED ALWAYS** and it is hereby agreed and declared that

1. On the determination of this demise the Lessee may remove from the demised premises all buildings and erections constructed or erected on the demised premises by the Lessee the Lessee making good any damage caused by such removal
2. If the Lessee wishes to determine this Lease at any time after the expiry of the Tenth year of the Term and shall give to the Lessor not less than 6 months' notice in writing then upon the expiry of such notice this Lease shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim for breach of covenant



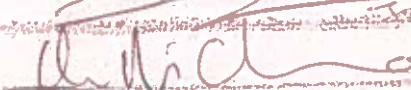
**AND IT IS HEREBY AGREED** by the parties hereto that the expression 'Line' or 'Lines' herein used shall mean any line conduit or similar means of conducting which is used by the Lessee in connection with its electricity undertaking for any purpose and includes:-

- (a) any support for any such line that is to say any structure pole or other thing in on by or from which any such line is or may be supported carried or suspended;
- (b) any apparatus connected to any such line for the purpose of carrying electricity; and
- (c) any wire cable tube pipe or other similar thing (including its casing or coating) which surrounds or supports or is surrounded or supported by or is installed in close proximity to or is supported carried or suspended in association with any such line

**AND IT IS HEREBY FURTHER AGREED** by the parties hereto that the expression "electricity undertaking" shall include any operations usually connected or associated herewith or which may conveniently be carried on therewith without affecting the lands of the Lessor or the use thereof **AND** words importing the singular number only shall include the plural number and vice versa and where two or more persons are included in the word "Lessor" covenants expressed to be made by the Lessor shall be deemed to be made by such persons jointly and severally and words importing the masculine gender only shall include the feminine gender

**IN WITNESS** whereof the parties hereto have executed this document as a deed in the day and year first herein written

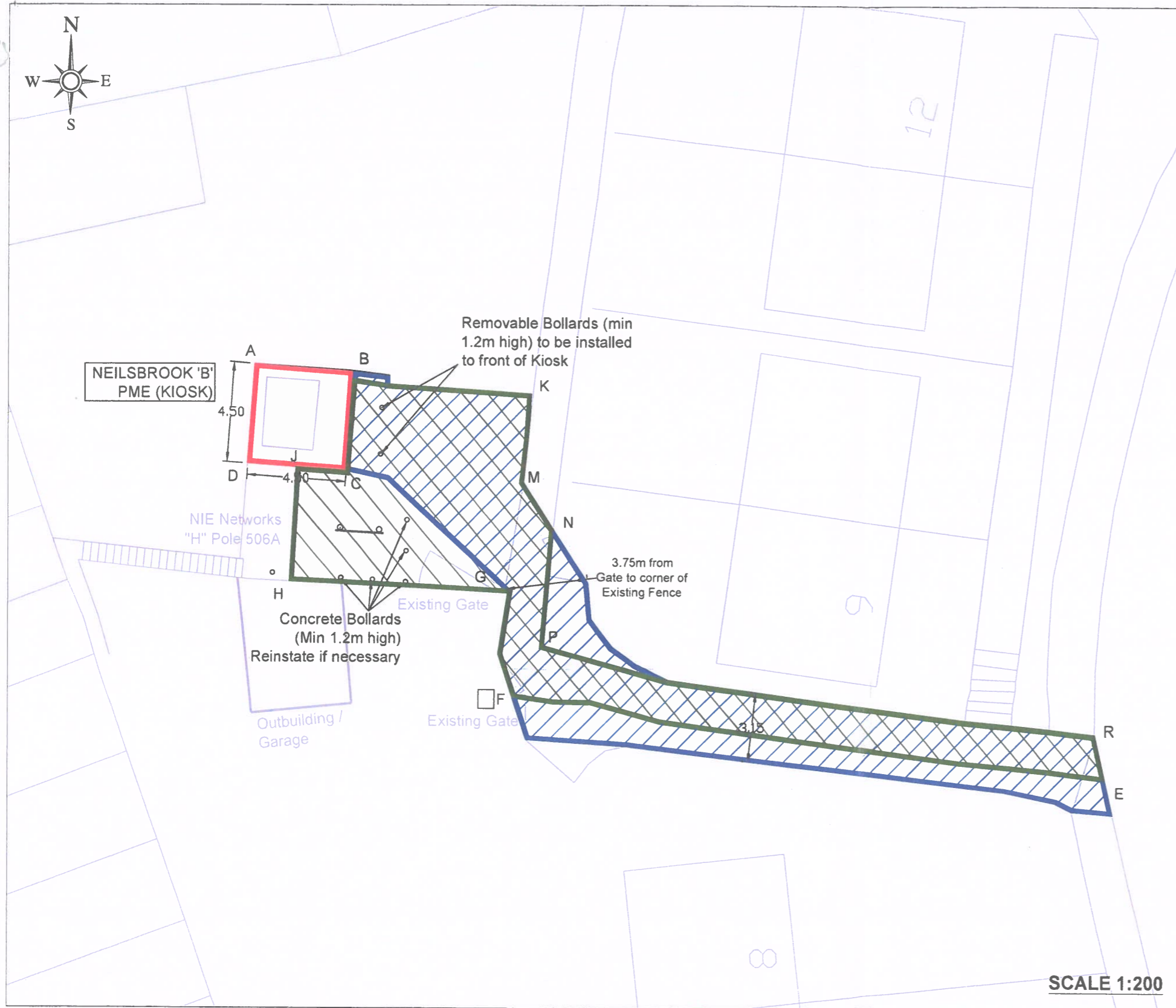
**PRESENT** when the Official Seal of :  
the Lessor was affixed hereto: :

  
: AUTHORIZED OFFICER :  
  
: James Brown :  
  
: OFFICER OF THE REVENUE :  
: IRELAND :  
: 236350 :  
: :

**PRESENT** when the Common Seal of :  
the Lessee was affixed hereto: :







Map IG 095 06NE2 Location Plan Scale: 1:2500

SUB-STATION LEASE AREA  
A-B-C-D-A




SITE MEASUREMENTS.  
A - B = 4.50m.  
A - D = 4.50m.

Lease Area = 20.25m<sup>2</sup>

EASEMENT NOTES

- 1A. NIE NETWORKS TO HAVE A 2 METRE WIDE CABLE EASEMENT FROM E-F-G-H-J-C-B-K-L-M-N-P-R-E
- 1B. AREA DEFINED BY CABLE EASEMENT PLANTING IS RESTRICTED TO GRASS OR SHALLOW ROOTED GROUND COVER.

LEGEND

-  NIE NETWORKS LEASE AREA
-  NIE NETWORKS 2m WIDE MIN CABLE EASEMENT
-  NIE NETWORKS RIGHT OF WAY FOR ACCESS FROM PUBLIC ROAD

SCALE 1:200

**NIE CAUTION NOTICE**  
THE CABLES AND EQUIPMENT SHOWN ON THIS DRAWING REPRESENT THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION. IT IS THE RESPONSIBILITY OF CONTRACTORS TO AVOID DAMAGE TO CABLES AND EQUIPMENT INCLUDING THOSE WHICH MAY NOT APPEAR ON THE DRAWING.



DRAWING OFFICE DARGAN  
Surveyed by PMC / EM  
Drawn by P. McClintock  
Checked by J. Campbell  
Designed / Approved by -

Title		Neilsbrook "B" PME Substation Kiosk	
Existing site layout		Springway, Randalstown.	
Map Nos.	IG 095 06NE2	Date Drawn	19/09/2018
Scale	As Noted	Sheet	A3
Drawing No.	NP 521-6-1	REV.	-

AMENDMENT	INT	DATE
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NIE Engineering Design and Technical - Drawing Office Dargan