

Report to:	Strategy,Policy & Resources Committee
Subject:	<i>Request for 2No Additional Easements-Annalong Marine Park</i>
Date:	<i>14 January 2016</i>
Reporting Officer:	<i>Eddy Curtis</i>
Contact Officer:	<i>Eamon McManus/Carmel McKenna</i>

Decisions Required

Members are asked to note the contents of the report, and consider and agree to:

To approve valuations from the Council's valuer dated 6 November 2015 for the granting of 2 No additional easements.

1.0	<u>Purpose & Background</u>
1.1	<p><i>The Legacy Council previously granted 2 No Easements to Cove Developments to lay pipelines in the Marine Park for storm drainage to facilitate a housing development on adjoining land subject to legal agreements and valuations.</i></p> <p><i>In September 2015 the Council agreed to grant 2 No additional easements to Cove Developments 1) to construct a road over Council land for access from the end of the existing adopted Glassdrumman Road within Annalong Marine Park to the entrance to a proposed housing development in the adjacent field subject to legal agreement and valuation etc 2) for a private right of way over the existing lane within the Marine Park to the coastal path leading south which gives access to the site of a proposed 2 storey house development subject to legal agreement and valuation etc . Note: These requests from the developer are for 2 separate developments</i></p>
2.0	<u>Key Issues</u>
2.1	<ul style="list-style-type: none"> <i>As these requests involve key land for access appropriate compensation should be paid to the Council to be determined by the Council's valuer.-valuations now received</i> <i>The Easements should be timebound and any compensation due to the Council should be paid on signing of the agreements.</i>

	<ul style="list-style-type: none"> • Developer should be responsible for the Council's legal & valuation costs. • Council should not be responsible for providing any additional lighting along the requested private ROW . • Council should only be responsible for maintaining its half of the lane with the other half-the right hand side to be maintained by the developer.
3.0	<u>Resource Implications</u>
3.1	<i>Compensation payable to the Council</i>
4.0	<u>Appendices</u>
	<ul style="list-style-type: none"> ▪ Appendix I – Easement Map No 2 ▪ Appendix 2- Easement Map No 1



Ownership



Cove Developments Ltd



Newry & Mourne District Council



Ownership



Cove Developments Ltd



Newry & Mourne District Council

2 BANNVIEW ROAD

BANBRIDGE

CO DOWN

BT32 3RL

11 Dec 15

Ms Carmel McKenna

Newry Mourne and Down District Council

Monaghan Row

Newry,

Co Down

BT35 8DJ

Dear Ms McKenna

Proposed Housing Development at Glassdrumman Road, Annalong, Co Down - Annalong Park

Thank you and the Council team for taking time to meet Sunel Sharma and the writer on Wednesday last.

As requested we enclose an A3 size copy of the Roads Service Determination drawing approved by the Planning Service for the extension of Glassdrumman Road. This drawing is at a scale of 1:200 when A1 size.

We requested that the Council contribute to the cost of the road construction and you requested details of the anticipated cost.

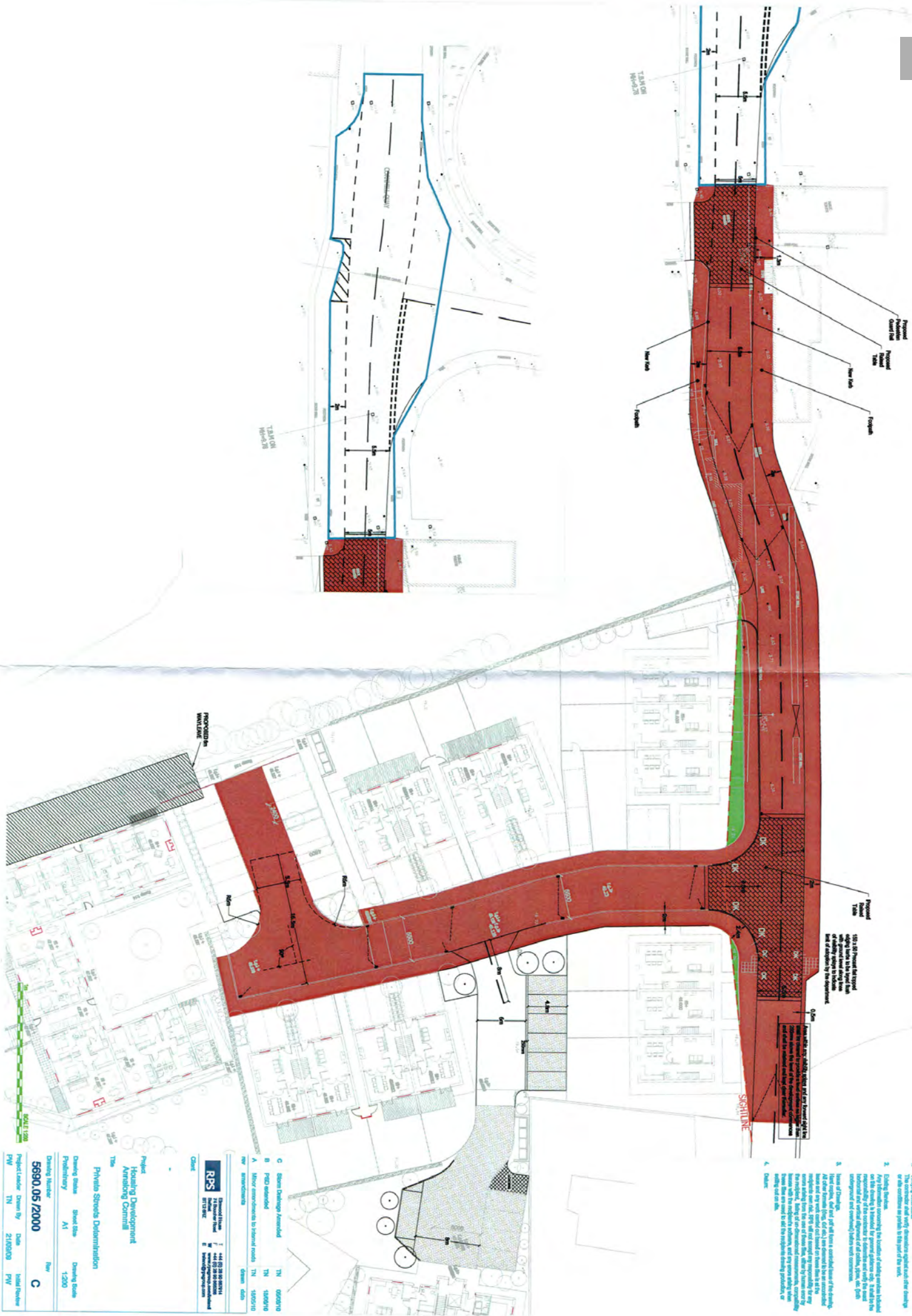
We have been advised that the estimated cost to construct 117.5 metres of roadway to Roads Service adoption standards is as follows:-

• 5.5 M wide road with 1.8m wide footpath either side	£44,000
• Storm drainage and gullies	£17,300
• Street Lighting	£8,000
• Relocation of random stone wall to facilitate road widening	<u>£4,000</u>
• TOTAL ESTIMATED COST (excl VAT)	£73,300

Yours faithfully

Brian McShane

B J McShane - Tel 07802 373878 Email- b.mcshane@btinternet.com
On behalf of S Sharma and B McShane of Cove Developments Ltd



NOTES

1. Verify Dimensions
2. Verify Dimensions
3. Verify Dimensions
4. Verify Dimensions

Report to:	<i>Strategy, Policy and Resources</i>
Subject:	Lease of Office Accommodation at Saint Patrick Visitor Centre for Downpatrick's Visitor Information Centre
Date:	14 January 2016
Reporting Officer:	Marie Ward, Director of Enterprise, Regeneration and Tourism
Contact Officer:	P Green, Legal Advisor

Decisions Required

Members are asked to note the contents of the report, and consider and agree to:

Council entering into a five-year Lease from 1 February 2015 to 31 January 2020 with the Saint Patrick Visitor Centre in respect of the Downpatrick Visitor Information Centre at an annual cost of £16,800+VAT

1.0 Purpose & Background

Downpatrick's Visitor Information Centre (VIC) has been located in the Saint Patrick Visitor Centre (SPVC) since the Centre opened in 2001.

The SPVC occupies a central location in Downpatrick adjacent to St. Patrick's Square and Market Street, and within the historic Grove area.

The Legacy Council agreed, in early 2010, to renew the Lease of the VIC Offices for a further 5 year term with annual break options of no less than 6 months' notice on substantially the same terms and conditions as the existing Lease at a market rent of approximately £13,750 per annum plus VAT, together with a Service Charge of £3,050 + VAT, recommended by Legacy Council's Valuer. The SPVC reluctantly agreed to this sum, but whilst a Lease (with a two year break option) for the period to 31 January 2015 was drafted the SPVC did not sign the five-year draft Lease.

2.0 Key Issues

Council's occupation of the SPVC requires to be regularised.

Council's Valuer has provided a valuation (copy attached) in respect of a five year Lease on the same terms and conditions as previous draft Lease (save for annual break options), from 1 February 2015 to 31 January 2020.

The Valuation is the same as previous; market rent of £13,750+VAT p/a with an annual Service Charge of £3,050+VAT

3.0 Possible Future Issues for Consideration

	N/A
4.0	<u>Resource Implications</u>
	Rent and Service Charge within 2015/16 budget (and will have to be included within Budget Estimates to 2019/20). Council's legal fees
5.0	<u>Appendices</u>
	Appendix 1 – Valuation Report

Valuation Report on the Tourist Information Centre at the Saint Patrick Centre, Market Street, Downpatrick

For Down District Council

First Floor, Edward Court

Saint Anne's Square, Belfast, BT1 2LR

16 December 2015

JH-2015-0212

Property Address: Tourist information Centre at The Saint Patrick Centre, Market Street, Downpatrick

1 Introduction

Down District Council (DDC) hold a lease on part of The Saint Patrick's Visitor Centre (SPVC) for the operation of a tourist information centre.

The original lease expired on 31 January 2010 and DDC agreed to enter into a new 5 year lease with annual breaks (subject to 6 months' notice) from 1 February 2010, however, the lease was never executed. This report has been prepared to provide DDC with our opinion of Market Rent (MR) for the subject property on the same terms and conditions (except rent and rent review) as the draft lease provided to us.

The date of valuation is 1 February 2015.

2 Background

The £6.3 million visitor centre was developed with funding from the National Lottery Millennium Project and opened in 2001.

The centre attracted more than 80,000 visitors in its first year but has experienced financial difficulties in recent years.

DDC has operated a tourist information centre from the property since 2001 and is now intending to renew the tenancy for a 5 year term with a tenant break clause at the end of year 2.

3 Description

The visitor centre is located off Market Street in Downpatrick Town Centre. The accommodation includes exhibition space, auditorium, craft shop, cafe and an art gallery.

The tourist information centre (outlined red in **Appendix i**) is located off the entrance foyer to the building and comprises an irregular shape open plan unit with a small partitioned office and store to the rear.

The unit is fitted with carpeted floor, papered and painted walls, suspended ceiling with recessed spot lighting, smoke detectors, air-handling ventilation system and powder coated double glazed windows with external roller shutters.

The unit does not have a central heating system or any dedicated parking for staff or visitors.

We have assumed for the purposes of this report that DDC were responsible for fitting out the unit at the commencement of the lease.

Photographs of the property are provided in **Appendix ii**.

4 Planning

The visitor centre is located just outside the Downpatrick Town Centre boundary but is within a conservation area, a local landscape policy area and the development limit, as defined by the Ards & Down Area Plan 2015. The site is also identified as an archaeological site and monument and an area of existing amenity and recreation space.

We have identified the following planning applications in relation to the visitors centre:

Application No	Description	Decision	Date of Decision
R/1995/0730	Visitor's Centre (amended plans)	Approval	31 October 1997
R/1998/0985	St Patricks Visitor Centre incorporating an exhibition area, workshop and classroom facilities, a cafe, shop and tourist information point	Approval	29 June 1999

5 Floor Areas

We calculate the Net Internal Area of the tourist information centre, measured in accordance with the RICS Code of Measuring Practice (6th Edition), to be approximately:

	Square Metres	Square Feet
Floor Area:	102.92	1,108

6 Tenure

We have been provided with copies of the head lease from DDC to SPVC Ltd for the land, together with a copy of the draft occupational lease from SPVC Ltd to DDC for the tourist information centre.

We set out below a summary of the main terms of each:

Head Lease

Date:	3 June 1999
Parties:	<div>Lessor - Down District Council</div> <div>Lessee - St Patrick Visitor Centre Ltd</div>
Demise:	Parcel of land containing approximately 0.7 acres at Market Street, Downpatrick.
Term:	99 years from 3 June 1999.
Initial Rent:	£0.05 per annum (if demanded) payable on 1 May each year.
User:	Not to use the premises other than as a visitors centre.
Rent Reviews:	No
Build Clause:	Within 24 months to carry out and complete the works within the Development Specification.
Repair:	Lessee to keep the premises, pipes, walls, fences and landscaped areas in good repair and condition.
Insurance:	Lessee to insure the building.
Alienation:	Lessee is not to assign or underlet part or whole of the premises without the Council's prior consent, not to be unreasonably withheld.
Rights granted to tenant:	<ul style="list-style-type: none"> • Free passage of services to and from the premises • The right at all times to pass and repass with or without vehicles over the car park • The right to enter the Council's adjoining land to inspect, clean and repair • The right for employees, visitors and others to use the car park for the parking of vehicles in connection with the lessee's use of premises
Landlords Covenants	<ul style="list-style-type: none"> • To allow the lessee to peaceably and quietly hold and enjoy the property • Not to obstruct or knowingly permit or cause any obstruction of the car park.

Draft Occupational Lease Summary

Date:	Undated.
Parties:	<div>Landlord - St Patrick Visitor Centre Ltd</div> <div>Tenant - Down District Council</div>
Demise:	The interior of the premises known as the Tourist Information Centre together with the use of the landlord's staff entrance, the main foyer, the staff toilet and staff kitchenette, and common parts of the Centre.

Term:	5 years from 1 February 2010, expiring 31 January 2015.
Initial Rent:	£13,750 per annum.
Interest:	No.
User:	Not to use other than as a tourist information centre or such other use as the landlord shall consent, such consent not to be unreasonably withheld or delayed.
Rent Reviews:	<p>Dates - 1 April 2013.</p> <p>Basis - Current Letting Value for a term equal to the residue of the unexpired term.</p> <p>Procedure - Upon 3 months prior to review date, rent will be reviewed & agreed between parties.</p> <p>Third Party - LPS or other party as may be agreed by the parties (or in default of agreement to be referred to the Lands Tribunal for NI).</p> <p>Upwards Only - No</p>
Service Charge:	Fixed at £3,050 per annum for all services required for the normal operation of the premises and communal services which shall include electricity, oil, alarm maintenance, fire maintenance, water rates, cleaning and building insurance.
Repair:	Tenant to keep the premises in a good state of repair.
Insurance:	Landlord to insure, tenant pays through service charge.
Alterations:	Not to make any alterations, other than non-structural partitioning.
Alienation:	Not to assign or sub-let the whole or part of the premises without the previous consent of the landlord.
Break Clause:	Tenant annual break clauses, on 6 months notice.
Landlord's Covenants:	<ul style="list-style-type: none"> • Quiet enjoyment • To keep the Centre in good repair and condition • To insure and keep insured the entirety of the building • To pay the rent reserved by the Superior Lease and to perform and observe the Covenants contained
Tenant's Rights of Use:	<ul style="list-style-type: none"> • Landlord's staff entrance, the main foyer and common parts of Centre • Landlord's staff toilet and staff kitchenette

We note that the head lease allows SPVC to use the car park at the rear of Grove Shopping Centre. We are not aware of any subsequent agreement between DDC and SPVC to alter the terms of the head lease.

We are also not aware of any notices being served by either party under the Business Tenancies (NI) Order 1996.

7 Rating

The rent paid by DDC to SPVC is exclusive of rates and insurance.

The Valuation List has the following entry for the visitors centre:

LPS Reference	Address	Description	NAV	Classification
838023	53A Market Street, Downpatrick	Visitors Centre	£146,000	Exempt

There is a single assessment for the building and both SPVC and DDC are exempt from rates.

8 Service Level Agreement 2010/11

We had previously been provided with a copy of the Service Level Agreement (SLA) 2010/11 between DDC and SPVC and are not aware of any subsequent agreement being put in place. Our valuation assumes that the original SLA is still in place and we reserve the right to alter our valuation if this is not the case.

The SLA includes a contribution by DDC to make the necessary land available for the centre and underwrite any operational loss over the first 10 years, up to a maximum of £100,000 in any one year.

The SLA also requires DDC to provide £175,725 to SPVC if various targets are met.

The SLA also states that DDC will provide up to £10,000 "in kind" for building and ground maintenance support for the visitor centre.

9 Valuation

We consider the Market Rent of the subject premises on a new 5 year lease, with annual break clauses on 6 months' notice, no rent reviews and a fixed service charge of £3,050 per annum, on the same terms and conditions (except rent and rent review) as the draft lease, is approximately:

**£13,750 (thirteen thousand, seven hundred & fifty pounds)
per annum, plus VAT, if applicable**

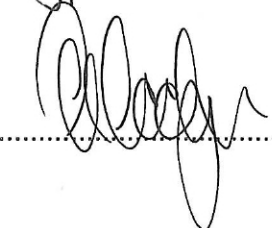
The Terms and Conditions of this report are set-out in **Appendix iii**.

Chartered Surveyors & Property Consultants

Prepared by Joanne Hobson BSc MRICS

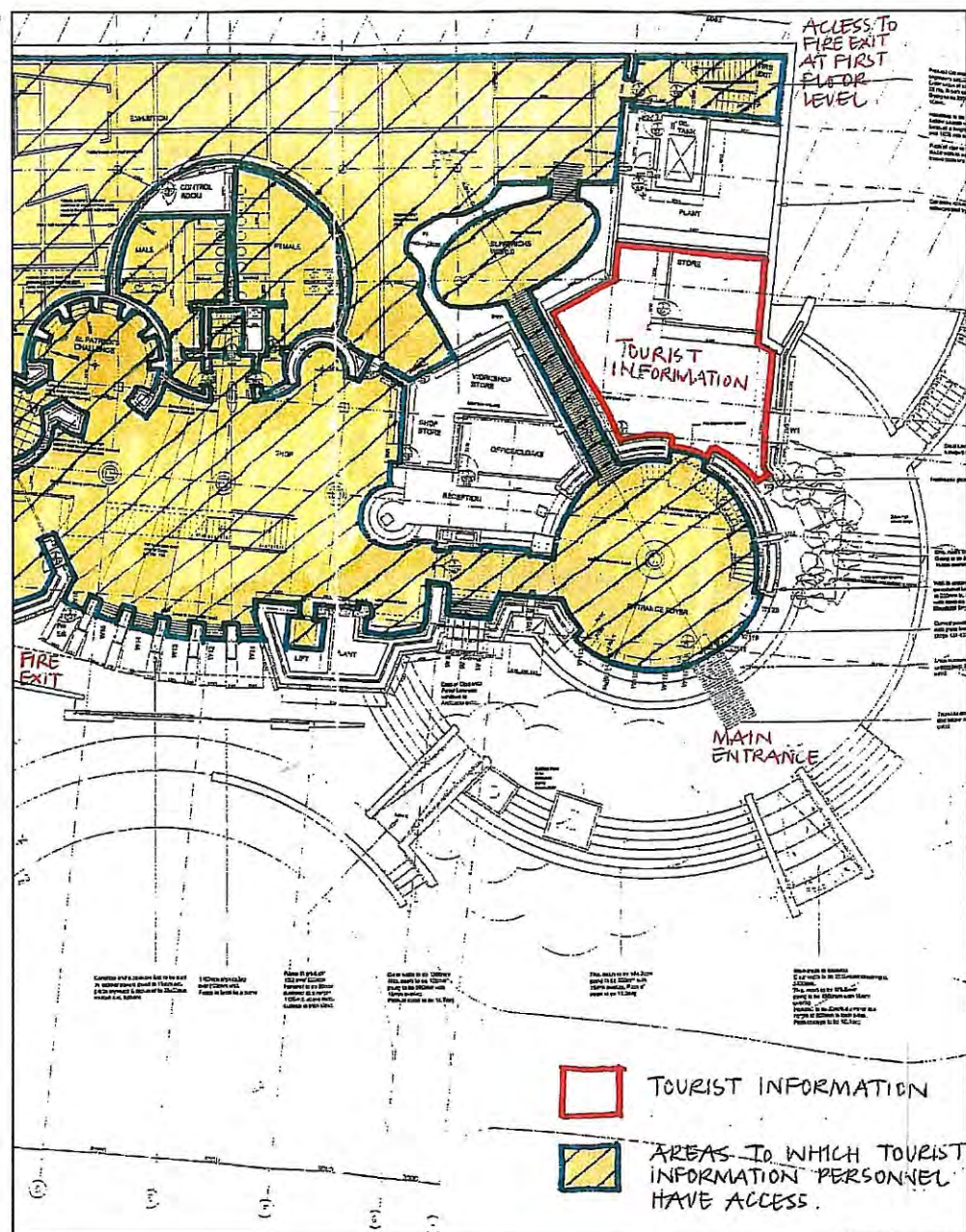
.....

Checked by Thomas MacLynn BSc MRICS

.....

Appendix i

Outline of Demise



© 2015

Licence No: 2389

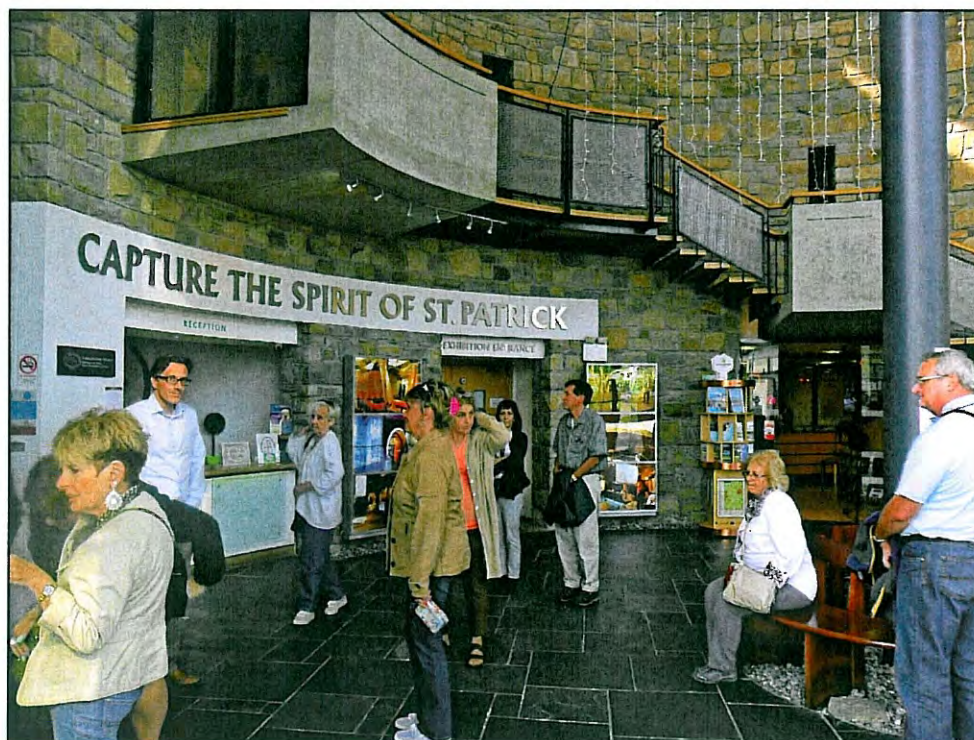
Do Not Scale

Appendix ii

Photographs



Saint Patricks Visitor Centre



Entrance Foyer



Tourist Information Centre



Tourist Information Centre



Rear Office



Rear Store

Appendix iii

Terms & Conditions

These are the general Terms and Conditions on which this Report is based, unless agreed in writing or stated otherwise in the body of the Report.

The Red Book

This valuation report is excluded from, but has been prepared in accordance with, the requirements of the Royal Institution of Chartered Surveyors' Valuation Standards ("The Red Book"), as "the valuation advice is provided expressly in preparation for negotiations of litigation" (PS1 6.2).

Code of Measuring Practice

Any quoted floor areas have been measured in accordance with the RICS Code of Measuring Practice (6th Edition).

Basis of Valuation

Market Rent (MR) is defined as follows:

"The estimated amount for which a property, or space within a property, should lease (let) on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion."

Information Provided

All information provided to us by your professional advisors, yourselves or any other named party, is assumed to be correct and complete. Our valuation assumes there are no undisclosed matters that would materially affect our opinion of value.

Title

We have assumed that the title is free from any encumbrances, restrictions or outgoings of an onerous nature, other than any specifically mentioned in this report.

Statutory Consents

We have not carried out formal searches and it is assumed for the purpose of this Report that the land is being occupied and used with all requisite consents and in compliance with valid Town Planning approval and that no adverse planning conditions or restrictions apply.

Development/Road Proposals

It is assumed there are no planning or road proposals that could affect the property's value, unless otherwise stated in the report.

Contamination

It is assumed that the property has not been and is not being put to any contaminative use. We have not instigated any environmental audit or other environmental investigation or soil survey on the property, which may evidence any contamination or the possibility of any such contamination. Should it be established that contamination, seepage or pollution exists at the property or on any neighbouring land or that the premises have been, or are being, put to a contaminative use, this might affect the value reported.

Geological/Geophysical Survey & Flooding

We have not undertaken any site investigation, geological, mining or geophysical survey and therefore cannot confirm whether the ground has sufficient load-bearing strength to support any of the existing buildings or any other constructions that may be erected in the future or that the site suffers from potential flooding or any other abnormal ground condition that would lead to an increase in building costs on the site.

Plans & Maps

Any plans or maps provided in the report are for identification purposes only.

Value Added Tax

All values are stated exclusive of VAT at the prevailing rate, if applicable.

Valuation Review

Please inform us if any of the above assumptions are proved to be incorrect so that we can review our valuation and, if appropriate, alter our opinion of value.

Disclaimer

In accordance with the recommendations of the Royal Institution of Chartered Surveyors, this report is confidential to you and your professional advisors and is for the sole purpose expressed above.

We can accept no responsibility if it is relied upon by anyone else, whether for the stated purpose or for any other.

In addition, neither the whole or any part of this report, nor any reference to it, may be included in any published document, circular or statement, or published in any way, without our written approval of the form and context in which it may appear, such approval not to be unreasonably withheld.

Report to:	Strategy Policy and Resources Committee
Subject:	<i>Council soccer pitch @ Bog Road, Forkhill, Newry</i>
Date:	<i>14 January 2016</i>
Reporting Officer:	<i>Eddie Curtis</i>
Contact Officer:	<i>Carmel McKenna</i>

Decisions Required

Members are asked to note the contents of the report, and consider and agree to:

- ***Approve valuation report and enter into discussions with Peadar O'Doirnin GAA Club regarding the way forward.***

1.0	<u>Purpose & Background</u>
1.1	<p><i>A request has been received from Peadar O'Doirnin GAA Club, Forkhill to open discussions with the Council with a view to immediate lease of the present soccer field and in the medium/longer term purchase of same.</i></p> <p><i>Peadar O'Doirnin GAA Club previously purchased the adjoining gaelic pitch from the Council.</i></p> <p><i>A valuation has been received for a market rent and market value for the 1.77acre site.</i></p>
2.0	<u>Key Issues</u>
2.1	<p><i>A local soccer club-Shanro Santos FC –previously expressed an interest in the possible lease or purchase of the soccer pitch but there has been no recent update from the soccer club. A letter was sent to the club secretary in November 2015 about the request from the GAA club but no reply has been received. It is understood the soccer club may no longer operate.</i></p>
3.0	<u>Resource Implications</u>
3.1	<p><i>Income to the Council if leased or sold and no maintenance costs.</i></p>

4.0	<u>Appendices</u>
	<ul style="list-style-type: none">▪ Appendix I – <i>Map of soccer pitch.</i>Appendix 2- Letter from Peadar O’Dairnin GAA Club



Comhairle Ceantair
 an Iúir, Mhúrn
 agus an Dúin
 Newry, Mourne
 and Down
 District Council

Land:
 Gaelic and Soccer Pitches,
 Bog Road, Forkhill

Council ref no.:
 R/S 36/2

Drawing no.
 NM070-G-1-01

Scale:
 1:1250

Drawing Title:
 Siteplan showing
 areas of plots

Drawn by:
 GMcV

Date:
 06/11/15

Comhairle Ceantair an Iúir
Mhúrn agus an Dúin
Newry, Mourne and Down
District Council



FORKHILL
PEADAR O'DOIRNIN GAA
FOIRCEAL, CONTAE ARD MHACHA



Date 14 OCT 2015

Chief Executive
Liam Hannaway

C/O 18 Shean Road
Forkhill
Newry
BT359SY
14-10-2015

Dear Mr Hannaway,

I write on behalf of Peadar O Doirnín GAA Club, Forkhill regarding the soccer field situated alongside our club grounds at Bog Road, Forkhill.

This field has not been used for the past 2/3 years, there being no soccer team in the area for that period. While no games have been played on the field during this period, the Council continues to spend money by cutting the grass and carrying out ongoing maintenance.

Our Gaelic Club, meanwhile, has continued to grow with now some eleven teams playing regular league football as well as training on a twice weekly basis. On a number of evenings per week over the spring and summer months there are some 100 plus children/young people in our grounds while the soccer pitch remains unused.

While our Club has long recognised the potential value of utilising this additional playing area, we have respected the rights of Shanroe Santos and the possibility that they might return to football. However, there has been no team for the past number of years nor does there appear to be any immediate prospect of any return. In this context, it seems somewhat nonsensical that the pitch should remain unused while the gaelic field is under such pressure.

Our Committee representatives have now discussed the position with former /present Shanroe committee members, informing them of our pressures and our plans to approach the Council. They have been most understanding, appreciating that the pitch has been unused and also recognising the broader needs of young people in the Forkhill area. They have no objections to our approach to the Council.

The Club would wish to open discussions with Council with a view to immediate lease of the present soccer field and in the medium/longer term purchase of same.

We would appreciate if our request could be considered by Council as a matter of some urgency. We will be available to meet any officials/ councillors as necessary and any such meeting can be arranged through myself, Thomas Smith (Club Secretary) at Tel—02830888526.

We thank you for your ongoing support and co-operation and look forward to hearing from you in the near future.

Yours Sincerely

Thomas Smith
Club Secretary.

Michael Lipsett

ack receipt

Agenda Item:	<i>Future Use of the Former Warrenpoint Boat House, Marine Parade, Warrenpoint</i>
Report to:	Strategic Planning & Resources Committee
Subject:	<i>Future Use of the Former Warrenpoint Boat House, Marine Parade, Warrenpoint</i>
Date:	14 January 2016
Reporting Officer:	Eddie Curtis
Contact Officer:	Kevin Scullion/ Briege Magill

Decisions Required

Members are asked to note the contents of the report, and consider whether the Council should:-

- ***seek to continue to lease this building but not to sub-lease***
- ***seek to continue to lease this building but to sub-lease with permission of owner***
- ***or to discontinue its lease.***

1.0 Purpose & Background

1.1 Newry and Mourne District Council (NMDC) leased the Former Warrenpoint Boat House from Roger Hall with the lease beginning in 1999 for a four year period.

This is a single storey building of traditional construction comprising a porch, large office, kitchen and toilet and shower.

The lease was not renewed after the first four years for legal reasons but the Council continued to pay an annual rent which is currently in the region of £3,250. As long as the Council continues to pay the agreed rent and complies with the conditions of the original lease it has protection of tenure under the Business Tenancies Order (NI) 1996.

The Council has recently carried out works to the building to maintain the property in accordance with the terms of the lease. At SPR Meeting in May 2015 it agreed K Scullion to consult with a number of groups to assess interest in sub-leasing from the Council.

2.0 Key Issues

2.1 The building is located at the corner of Marine Parade and Dock Street Warrenpoint and lies between the Omeath ferry slipway and property owned by Warrenpoint Harbour Authority. The main interest that the Council has had in maintaining this lease centres on the potential

	<p>future development of a Marina which was proposed as a partnership between NMDC and Warrenpoint Harbour Authority.</p> <p>Legal representatives on behalf of the owner of the property have recently indicated that they do not wish to sell the property to the Council.</p> <p>The Council needs to reach a view on whether it is to:-</p> <ul style="list-style-type: none"> ▪ <i>seek to continue to lease this building but not to sub-lease</i> ▪ <i>seek to continue to lease this building but to sub-lease with permission of owner to either the Harbour Authority or to the Currach Club. (Both have expressed interest in sub-leasing)</i> ▪ <i>or to discontinue its lease.</i>
3.0	<p><u>Resource Implications</u></p> <p>Currently Council is paying annual rent of £3,250</p>
3.1	
4.0	<p><u>Appendices</u></p>
	<ul style="list-style-type: none"> ▪ None