



January 22nd, 2025

**TO: The Right Worshipful the Mayor and Members
of Lisburn & Castlereagh City Council**

A meeting **of Lisburn & Castlereagh City Council** will be held on **Tuesday, 28th January 2025 at 7:00 pm** in the Council Chamber for the transaction of the business on the undernoted agenda.

DAVID BURNS
CHIEF EXECUTIVE
LISBURN & CASTLEREAGH CITY COUNCIL

Agenda

1.0 BUSINESS OF THE RIGHT WORSHIPFUL THE MAYOR

For Noting

📄 *Mayor and Deputy Mayor Engagements for Council January 2025.pdf*

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2.0 APOLOGIES

3.0 DECLARATIONS OF MEMBERS' INTERESTS

- (i) conflict of interest on any matter before the meeting (Members to confirm the specific item)
- (ii) pecuniary or non-pecuniary interest (Member to complete disclosure of interest form)

📄 *Disclosure of Interests form Sept 24.pdf*

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4.0 COUNCIL MINUTES

4.1 Meeting of Council - 17 December, 2024

For Approval

📄 *MM 17 12 2024 Draft Minutes for Adoption.pdf*

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5.0 MATTERS ARISING

6.0 DEPUTATIONS

None

7.0 BUSINESS REQUIRED BY STATUTE

7.1 Signing of Legal Documents

For Decision

- Lisburn and Castlereagh City Council and AR Marquees, 22 Clarkes Road, Newtownhamilton BT35 0EQ – Letter of Appointment – Supply of Marquees and Associated Equipment
- Lisburn and Castlereagh City Council and HI Reach, 18 Causeway Manor, Lisburn BT28 2FZ – Contract for Provision of Power Washing Services
- Lisburn and Castlereagh City Council and Ryak Cleaning, 9 Hillview Road, Belfast BT14 7BT – Contract for Provision of Power Washing Services
- Lisburn and Castlereagh City Council and DGS Service Solutions, Unit 14 48 North, 48 Duncrue Street, Belfast BT3 9BJ – Contract for Provision of Power Washing Services
- Lisburn and Castlereagh City Council and Tangible Consulting Ltd, 11

Glengoland Avenue, Belfast BT17 0HY – Letter of Offer – T24/25-024 – Self Employment Support Programme

- Lisburn and Castlereagh City Council and Workforce Training Services, 465 Antrim Road, Belfast BT15 3BP – Letter of Offer - F24/25-014 – HGV Employment Academy
- Lisburn and Castlereagh City Council and R&M Greenkeeper Limited, Unit C1 Kilcronagh Business Park, Cookstown BT80 9HG – Contract for Provision of a Haulage Service for Residual and Green Wastes from Council Household Recycling Centres (Ref: STA 24/25-017)
- Lisburn and Castlereagh City Council and Gibson Quarries (Banbridge) Ltd, 1 Kilmacrew Road, Banbridge BT32 4ES – Contract for Resurfacing Programme

8.0 ADOPTION OF MINUTES OF COMMITTEES

For Approval

8.1 Communities and Wellbeing Committee - 7 January, 2025

 *CWC 07 01 2025 DRAFT Minutes for Adoption.pdf*

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8.2 Corporate Services Committee - 8 January, 2025

 *CSC 08 01 2025 DRAFT Minute for Adoption.pdf*

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8.3 Environment and Sustainability Committee - 9 January, 2025

 *ESC 09 01 2025 Draft Minutes for Adoption.pdf*

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8.4 Regeneration and Growth Committee - 13 January, 2025

 *RGC 13 01 2025 Draft Minutes for Adoption.pdf*

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8.5 Planning Committee - 2 December, 2024 - FOR NOTING

For Noting

 *PC 02.12.2024 - Ratified Minutes - FOR NOTING.pdf*

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9.0 REPORT FROM CHIEF EXECUTIVE

None

10.0 REPORTS FROM MEMBERS ON BOARDS

None

11.0 REPORTS ON DECISIONS SUBJECT TO THE RECONSIDERATION PROCEDURE

None

12.0 NOTICES OF MOTION

12.1 No.1 on the subject of Transparency in the name of Councillor G Hynds

For Decision

 **NOM1 - Transparency.pdf**

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13.0 CONFIDENTIAL BUSINESS

13.1 Requirement to enter into a Section 76 planning agreement and related agreements for planning application(s) LA05/2022/0247/F and LA05/2022/0249/F

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For Decision

Confidential due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information)

14.0 ANY OTHER BUSINESS

MAYOR'S ENGAGEMENTS FOR FULL COUNCIL MEETING

Monday 16th December

Mayor to visit nursing homes across the Lisburn & Castlereagh City Council area to deliver Christmas gifts

Mayor to attend exhibition launch of The High Sheriffs of County Antrim, ILC

Tuesday 17th December

Mayor to visit staff to pass on thanks for their work throughout the year

Mayor to attend Annual Senior Prize Day, Wallace High School

Mayor to host Christmas Movie Day for Mayoral Charity, Emerge Counselling Services

Wednesday 18th December

Mayor to visit Parkview Special School to present prizes to the winner of the Mayor's Christmas Card Competition

Mayor to host Christmas Quiz to raise funds for Mayoral Charity, Emerge Counselling Services

Mayor to visit Beechlawn School to present prizes for the Mayor's Christmas Card Competition

Mayor to attend Carol Service, Laurelhill Community College

Thursday 19th December

Mayor to visit nursing homes across the Lisburn & Castlereagh City Council area to deliver Christmas gifts

Mayor to visit staff to pass on thanks for their work throughout the year

Mayor to attend Orchardville Christmas Show, St Patrick's Hall

Friday 20th December

Mayor to visit staff to pass on thanks for their work throughout the year

Saturday 21st December

Mayor to attend charity carol singing event, Richmond Court in support of Mayoral Charity, Emerge Counselling Services

Mayor to attend Annual Tree of Light Service, Lisburn 1st Presbyterian Church

Monday 23rd December

Mayor to visit nursing homes across the Lisburn & Castlereagh City Council area to deliver Christmas gifts

Mayor to visit Highway Inn, in support of initiative organised by the Resurgam Trust and Lisburn Safe, delivering meals to senior citizens across Lisburn at Christmas

Thursday 4th January

Mayor to visit local resident to celebrate their 100th Birthday, Railway Lodge Care Home

Tuesday 9th January

Mayor and Chief Executive to meet with the new High Sheriff for Co Down, Mr Peter Leckey, LVI

Monday 13th January

Mayor to host reception for Connected Minds to present their cheque to the Mayor's Charity, proceeds from their event, Lisburn's Got Talent, LVI

Friday 17th January

Mayor to host reception for Donna Campbell from ILC in recognition of being shortlisted for the Endangered Crafts awards in London, LVI

Monday 20th January

Mayor to visit local resident to celebrate their 103rd Birthday, Railway Lodge Care Home

Tuesday 21st January

Mayor & Ald Grehan to attend tour of Drogheda Chamber/Louth County Council, organised by Lisburn Chamber of Commerce

Wednesday 22nd January

Mayor to meet with Relate NI, LVI

Thursday 23rd January

Mayor to host reception for Mr George Lucas who was awarded an MBE in the New Year Honours, for services to Tennis, Sports Management and Administration in Northern Ireland, LVI

Mayor and Chief Executive to attend the Handover of The Sheriffs Event, Montalto Estate

Friday 24th January

Mayor to host reception for Mr Gordon Lindsay who was awarded a BEM in the New Year Honours, for services to education in Lisburn, LVI

DEPUTY MAYOR'S ENGAGEMENTS FOR FULL COUNCIL MEETING**Monday 16th December**

Deputy Mayor to visit nursing homes across the Lisburn & Castlereagh City Council area to deliver Christmas gifts

Wednesday 18th December

Deputy Mayor to visit nursing homes across the Lisburn & Castlereagh City Council area to deliver Christmas gifts

LISBURN & CASTLEREAGH CITY COUNCIL

MEMBERS DISCLOSURE OF INTERESTS

1. Pecuniary Interests

The Northern Ireland Local Government Code of Conduct for Councillors under Section 6 requires you to declare at the relevant meeting any pecuniary interest that you may have in any matter coming before any meeting of your Council.

Pecuniary (or financial) interests are those where the decision to be taken could financially benefit or financially disadvantage either you or a member of your close family. A member of your close family is defined as at least your spouse, live-in partner, parent, child, brother, sister and the spouses of any of these. Members may wish to be more prudent by extending that list to include grandparents, uncles, aunts, nephews, nieces or even close friends.

This information will be recorded in a Statutory Register. On such matters **you must not speak or vote**. Subject to the provisions of Sections 6.5 to 6.11 of the Code, if such a matter is to be discussed by your Council, **you must withdraw from the meeting whilst that matter is being discussed**.

2. Private or Personal Non-Pecuniary Interests

In addition you must also declare any significant private or personal non-pecuniary interest in a matter arising at a Council meeting (please see also Sections 5.2 and 5.6 and 5.8 of the Code).

Significant private or personal non-pecuniary (membership) interests are those which do not financially benefit or financially disadvantage you or a member of your close family directly, but nonetheless, so significant that could be considered as being likely to influence your decision.

Subject to the provisions of Sections 6.5 to 6.11 of the Code, you must declare this interest as soon as it becomes apparent and **you must withdraw from any Council meeting (including committee or sub-committee meetings) when this matter is being discussed**.

In respect of each of these, please complete the form below as necessary.

Pecuniary Interests

Meeting (Council or Committee - please specify and name):

Date of Meeting: _____

Item(s) in which you must declare an interest (please specify item number from report):

Nature of Pecuniary Interest:

Private or Personal Non-Pecuniary Interests

Meeting (Council or Committee - please specify and name):

Date of Meeting: _____

Item(s) in which you must declare an interest (please specify item number from report):

Nature of Private or Personal Non-Pecuniary Interest:

Name:

Address:

Signed:

Date:

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*If you have any queries please contact David Burns, Chief Executive,
Lisburn & Castlereagh City Council*

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LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of the Meeting of Council held in the Council Chamber Lagan Valley Island and Remote Locations on Tuesday 17 December, 2024 at 6:30 pm

PRESENT

The Right Worshipful the Mayor
Councillor K Dickson

Aldermen J Baird, A G Ewart MBE, O Gawith, M Gregg,
A Grehan, H Legge, A McIntyre, S P Porter and J Tinsley

Councillors D Bassett, R T Beckett, S Burns, P Catney,
D J Craig, N Eaton, A P Ewing, A Givan, A Gowan, J Harpur,
B Higginson, G Hynds, C Kemp, S Lowry, U Mackin,
A Martin, G McCleave, C McCready, M McKeever,
R McLernon, T Mitchell, G Thompson and Hon N Trimble

REMOTE:

Deputy Mayor
Councillor R Carlin

Alderman S Skillen, and Councillors J Gallen and
J Lavery BEM

IN ATTENDANCE:

Lisburn & Castlereagh City Council

Chief Executive
Director of Finance & Corporate Services
Director of Leisure & Community Wellbeing
Director of Organisation Development and Innovation
Director of Regeneration and Growth
Director of Environmental Services (Acting)
Member Services Officers (BS, EW)
Technician
IT Officer

Commencement of the Meeting

At the commencement of the meeting, the Right Worshipful the Mayor, Councillor K Dickson, welcomed those present to the December meeting of Council which was being live streamed to enable members of the public to hear and see the proceedings. He pointed out that, should the meeting go into committee to consider confidential business, any members of the press and the public in attendance would be required to leave the Council Chamber for the duration of those matters.

The Chief Executive outlined the evacuation procedures in the case of an emergency.

The Right Worshipful the Mayor requested that all mobile phones be put on silent or switched off for the duration of the meeting and pointed out that, in accordance with the Council's Standing Orders, whilst the meeting was being live-streamed, unauthorised recording was not permitted.

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Prayers

The Right Worshipful the Mayor welcomed his Chaplain, Rev Stephen Reain-Adair to the meeting. Rev Reain-Adair then gave an address and said a prayer following which he extended best wishes for Christmas and 2025 to Members and Officers.

1. Business of The Right Worshipful the Mayor

1.1 Mayor's Engagements

The Council noted a number of engagements attended by The Right Worshipful the Mayor, Councillor K Dickson, since the previous meeting of Council.

2. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of Councillors P Kennedy and D Lynch.

3. Declarations of Interest

There were no Members' Declarations of Interest declared at the meeting.

4. Council Minutes

4.1 Meeting of Council – 26 November 2024

It was proposed by Alderman M Gregg, seconded by Alderman A G Ewart, and agreed that the minutes of the meeting of Council held on 26 November 2024 be confirmed and signed.

5. Matters Arising

There were no matters arising from the minutes of the Council meeting held on 26 November 2024.

6. Deputations

There were no deputations.

7. Business Required by Statute

(i) Signing of Legal Documents

It was proposed by Councillor T Mitchell, seconded by Councillor A Givan, and agreed that the following legal document be signed at the meeting:

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(i) Signing of Legal Documents (Cont'd)

- Lisburn & Castlereagh Council and Irish Waste Services Limited, 94-96 Hillsborough Road, Carryduff, BT8 8HT – Contract for the Recycling and Recovery of Residual and Bulky Wastes from Council Household Recycling Centres and Council Bulky (Amenity) Collection Service – ref STA24/25-019

8. Adoption of Minutes of Committees

Communities & Wellbeing Committee

3 December 2024

Proposed by Councillor D J Craig

Seconded by Alderman H Legge

Matters Arising

Item 4.2 Page 608

Blue Bridge, Hilden

Councillor G Hynds enquired if there had been any update on the issues he had raised at the December meeting of the Communities & Wellbeing Committee in regard to the Blue Bridge at Hilden. The Chief Executive advised Councillor Hynds that an update on these issues would be provided to Councillor Hynds directly.

Environment & Sustainability Committee

4 December 2024

Proposed by Alderman J Baird

Seconded by Alderman J Tinsley

Alderman J Baird reminded the Council that the minutes of the Environment & Sustainability Committee were subject to the Call-In procedure until 10.00 am the following morning, 18 December 2024.

Verbal Matter

Stray Dog

Alderman S Skillen

Alderman S Skillen raised the issue of a stray dog that had received significant media attention earlier that day. The Right Worshipful the Mayor advised that this matter would be considered later in the meeting under agenda item 14. Any Other Business.

Regeneration & Growth Committee

5 December 2024

Proposed by Alderman A Grehan

Seconded by Alderman A G Ewart

Alderman A Grehan reminded the Council that the minutes of the Regeneration & Growth Committee were subject to the Call-In procedure until 10.00 am on Thursday, 19 December 2024.

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Corporate Services Committee

11 December 2024

Proposed by Councillor N Trimble

Seconded by Councillor N Eaton

Councillor N Trimble reminded the Council that the minutes of the Corporate Services Committee were subject to the Call-In procedure until 10.00 am on Tuesday, 24 December 2024.

Governance & Audit Committee

12 December 2024

Proposed by Alderman S P Porter

Seconded by Councillor S Lowry

Alderman S P Porter reminded the Council that the minutes of the Governance & Audit Committee were subject to the Call-In procedure until 10.00 am on Monday, 23 December 2024.

Planning Committee (for Noting)

4 November 2024

The minutes of the Planning Committee meeting of 4 November, 2024 had been circulated for noting as these minutes had been agreed at the subsequent meeting of the Planning Committee on 2 December 2024. It was proposed by Alderman M Gregg, seconded by Councillor S Burns, and agreed that their contents be noted.

9. Report from Chief Executive

There were no reports from the Chief Executive.

10. Reports from Members on Boards

There were no reports from Members on Boards.

11. Reports on Decisions Subject to the Reconsideration Procedure

There were no reports on decisions subject to the reconsideration procedure.

12. Notices of Motion

There were no Notices of Motion for consideration.

13. Confidential Business

There was no confidential business for consideration.

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14. Any Other Business14.1 Stray Dog
Alderman S Skillen

Alderman S Skillen highlighted the concerns that had been raised by members of the public in connection with a stray dog that was being held securely by the Council.

It was proposed by Alderman S Skillen, seconded by Councillor G Hynds, and agreed that a third party assessment be sought in regard to a number of issues in connection with the stray dog in question.

Comments were noted from a number of Members who supported the proposal by Alderman Skillen. One of the Members commended the manner in which the Council's dog wardens and other Officers had carried out their duties in relation to this issue.

In response the Chief Executive acknowledged the significant interest in this matter and gave an assurance that the dog concerned was in a safe place and that no immediate action would be taken. He was hopeful that the dog's owner would come forward and engage with Council Officers.

14.2 Special Meeting of Council to receive DfI Roads (Eastern Division)
18th November 2024 – Follow Up on Actions
Councillor J Lavery

Councillor J Lavery enquired about any updates on actions from DfI Roads following the Special Meeting of Council on 18th November 2024 at which a number of queries and issues had been raised.

The Chief Executive advised that if no response from DfI Roads had been received to date Officers would contact the DfI Officials in regard to the outstanding responses and report back to Council in due course.

At a later point during Any Other Business Councillor C McCready also advised that he had not received a response from DfI Roads Officials on the issues he had raised at the Special Meeting of Council. Councillor McCready reiterated the concerns that had been raised at that meeting in connection with DfI's on-line portal and asked that this issue be highlighted in a letter to DfI Roads which would specifically request an explanation on the functionality of the online portal as information that had been input on the portal seemed to 'fall off' as no responses had been issued.

14.3 Success of Lisburn Christmas Light Festival
Alderman A Grehan

Alderman A Grehan, as Chairperson of the Regeneration & Growth Committee, wished to put on record her thanks and appreciation to the Lisburn City Centre Management team on the success of this year's Christmas Light Festival. The number of visitors to the Light show in Castle Gardens had been exceeded this year, with the dodgems in Castle Gardens and the Virtual Reality Sleigh Ride in

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14.3 Success of Lisburn Christmas Light Festival (Cont'd)
Alderman A Grehan

the City Centre both having proved particularly popular. Alderman Grehan welcomed the positive reports across the Council's social media platforms and on behalf of the Alliance Party extended thanks to the Chief Executive, Directors and all the Officers involved for their efforts which ensured a successful Christmas light festival and also for their hard work during the year.

Alderman Grehan wished everyone sentiments of the season.

The Right Worshipful the Mayor concurred with the sentiments expressed by Alderman Grehan.

At a later point in the meeting Councillor N Trimble also commended the efforts of everyone involved in this year's Christmas Light festival.

14.4 Waste Collection Service
Councillor P Catney

Councillor P Catney outlined his concerns in connection with the Council's waste collection service and in particular the condition of the current fleet of Council waste collection vehicles. Councillor Catney expressed concern that the Council's existing fleet of vehicles had been operational for a significant period of time with some of the vehicles having been in use now for seventeen years. He also referred to a recent visit to the Council's Depot where he had the opportunity to speak with Council staff who work on these vehicles.

Councillor Catney emphasised that this was an issue that affected every resident across the Council area and that the allocation of Council income for waste collection was one of the most important responsibilities of the Council. Councillor Catney emphasised that it was imperative that the income generated from recyclables was ring-fenced to ensure an efficient, effective and sustainable waste collection service. He stated that this was a service that Elected Members were elected to deliver and therefore a significant investment by the Council was necessary to future-proof this service and ensure waste was collected in the most economically and friendly way possible.

Councillor Catney referred to the £2.6m funding package from Government to help support Councils with waste services.

Councillor Catney concluded by wishing everyone a merry Christmas on behalf of the SDLP.

The Chief Executive by way of assurance to ratepayers advised that the Council had sweated its assets as best as possible and referred to the excellent garage of mechanics who continued to maintain these vehicles. The Chief Executive acknowledged the importance of ensuring that the Council maintains an efficient and effective waste collection service. He also affirmed that there had been an award of funding recently from DEFRA to all Councils in Northern Ireland for the next financial year and advised that a report would be reported to Committee in

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14.4 Waste Collection Service (Cont'd)
Councillor P Catney

January 2025 in regard to budget allocation for waste projects to maximise recycling and reduce the amount of waste going to landfill.

At a later point during Any Other Business the Chief Executive responded to comments by Councillor G Hynds on the above-mentioned issues. Councillor Hynds echoed the concerns about the fleet of waste collection vehicles. He also paid tribute to efforts of the staff working in the Council's garages and those driving the lorries and wished them all a very good Christmas and New Year.

14.5 Passing of the late Mr Alister McReynolds, former Principal of SERC
Alderman A McIntyre

Alderman A McIntyre informed the Council of the recent sad and sudden passing of Mr Alister McReynolds who was well known to many Members due to his various roles in Lisburn and beyond. Alister had been a past Principal of the South Eastern Regional College for many years, having retired in 2007. He also had held various positions in recent times including: Honorary Fellow of the University of Ulster where he had given lectures on his specialism - the Scotch-Irish history, both in the USA and at home; he was an author, a former secretary of Lisburn Rotary Club and a former member of Lisburn Chamber of Commerce, as well as being a contributor to television and radio shows.

Alderman McIntyre advised the Council that he had become acquainted with Alister through his role in the Ulster history circles and stated that Alister's passion and expertise in this field would be missed greatly in that role.

At the request of Alderman A McIntyre, The Right Worshipful the Mayor agreed to write a letter of sympathy, on behalf of the Council, to Alister's wife and the wider family circle.

The Right Worshipful the Mayor expressed his condolences to the McReynolds family on their very recent bereavement.

14.6 Sentiments of the Season and Thanks to Officers, Council Staff and those working in the Voluntary & Community Sectors
Alderman S P Porter

Alderman S P Porter, on behalf of the DUP, having wished everyone a happy Christmas and prosperous New Year paid tribute to the efforts of the Council's Senior Management Team for the quick and efficient manner in which they respond to requests and questions from Members throughout the year. He also expressed thanks and appreciation to Council Officers and staff across all the Council facilities for their efforts throughout the year.

Alderman Porter also extended sincere thanks and appreciation to all those who work in the voluntary and community organisations across the Council area who, he stated, do so much valuable work across our communities.

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14.7 Condolences to the McDonald Family
Councillor B Higginson

Councillor B Higginson referred to the tragic death of a young man, David McDonald, as a result of a road traffic accident on the Carryduff Road area of Temple the previous weekend and proposed that a letter of condolence from the Council be sent to the McDonald family on the death of their loved one.

The Right Worshipful the Mayor conveyed condolence to the McDonald family and stated that his thoughts and prayers were with the family at this difficult time.

14.8 Condolences to Dawn Campbell, Council Employee in the Ballyoran Community Centre
Alderman S Skillen

At the request of Alderman S Skillen it was agreed that the Council's condolence be conveyed to Dawn Campbell, who worked in the Council's Ballyoran Community Centre, on the recent passing of her father, Mr Robert Campbell.

14.9 Thanks and Sentiments of the Season to Council Staff
The Right Worshipful the Mayor, Councillor K Dickson

The Right Worshipful the Mayor, Councillor K Dickson, paid tribute to the hard work during the past year by Council staff and wished them all a very merry Christmas and happy New Year.

At the conclusion of the meeting The Right Worshipful the Mayor thanked those present for their attendance and again wished everyone a very merry Christmas and happy New Year.

There being no further business for consideration, the meeting was terminated at 7.10 pm.

Mayor

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Communities & Wellbeing Committee held remotely and in the Council Chamber, Island Civic Centre, The Island, Lisburn on Tuesday 7 January 2025 at 6.01 pm.

PRESENT IN COUNCIL CHAMBER (COMMITTEE):

Councillor J Craig (Chairperson)

Alderman H Legge (Vice-Chairperson)

Aldermen A Grehan and A McIntyre

Councillors R T Beckett, B Higginson, G McCleave, T Mitchell and G Thompson

PRESENT IN A REMOTE LOCATION (COMMITTEE)

Aldermen S P Porter and S Skillen

Councillors D Bassett, J Gallen, C Kemp and S Lowry

OTHER MEMBERS PRESENT IN COUNCIL CHAMBER

Councillor G Hynds

OTHER MEMBERS PRESENT IN A REMOTE LOCATION

Alderman J Tinsley

IN ATTENDANCE:

Director of Leisure & Community Wellbeing
Director of Environmental Services (Acting) (Zoom)
Head of Communities
Head of Sports Services
Head of Parks & Amenities (Acting)
Business Support Officer (SG)
Member Services Officers (BS & EW)
IT Officer (MW)

Commencement of Meeting

The Chairperson welcomed all present to the January meeting of the Committee and reminded Members that the meeting would be audio recorded unless the item on the agenda was to be considered under confidential business. Unauthorised recording was not permitted, as per 8.5 of the Council's Standing Orders. Mobile phones were to be turned off or on silent mode for the duration of the meeting.

The Director of Leisure & Community Wellbeing outlined the evacuation procedures in the case of an emergency. The Chairperson asked that any Member entering or leaving the meeting alert the Member Services Officer accordingly so that this might be accurately reflected in the minutes.

Alderman S P Porter joined the meeting at 6.03 pm.

1. Apologies

There were no apologies recorded.

2. Declarations of Interest

There were no declarations of interest declared at the meeting.

3. Report of Head of Parks & Amenities

3.1 George Best Community Cup 2025

The Acting Head of Parks & Amenities' report outlined the background and key issues in connection with the request by the IFA to host the George Best Community Cup Tournament at the Billy Neill MBE Country Park during 19 and 20 June 2025, with set up on the evening before the tournament and dismantling on the morning after.

A number of Members spoke in support of the Officer's recommendation that this Council supports this major tournament going forward as such an event promoted inclusivity and diversity, and also provided the opportunity for the Council to showcase its facilities to the many visitors that attended this event.

It was proposed by Alderman S Skillen, seconded by Alderman A Grehan, and agreed to recommend that:

- a) the Council accedes to the use of the pitches at the Billy Neill MBE Country Park at no cost to the IFA for the annual George Best Community Cup Tournament, as outlined, and
- b) future event requests from the IFA for this annual event be approved by the Head of Parks & Amenities.

4. Report of Head of Sports Services

4.1 Proposed Route Change 2025 – Vitality Lisburn Half Marathon, 10K & Fun Run

The Head of Sports Services' report outlined the background and key issues in connection with proposed route changes to the Vitality Lisburn Half Marathon, 10K and Fun Run. Details of the identified new routes had been appended to the Officer's report.

The Head of Sports Services, by way of a further update, advised that Corporate Health & Safety, the Acting Sports Development Officer and the PSNI had driven the proposed new routes the previous day and had reported positively on the route changes being proposed. Furthermore, the PSNI had

4.1 Proposed Route Change 2025 – Vitality Lisburn Half Marathon, 10K & Fun Run (Cont'd)

advised that they were recommending a one-hour temporary diversion which would prevent traffic accessing the Longstone/Moira Road area which would allow the safe passage of the runners on that route.

It was proposed by Councillor T Mitchell, seconded by Alderman A Grehan, and agreed to recommend that the three proposed routes for the 2025 Vitality Lisburn Half Marathon, 10K and Fun Run be approved, including the temporary one-hour diversion at Longstone/Moira Road.

5. Report of Head of Communities

5.1 Draft Good Relations Action Plan 2025/2026

The Head of Communities' report set out the background and key issues in relation to the Council's Draft Good Relations Action Plan 2025/2026 which would be delivered under The NI Executive's District Council Good Relations Programme as part of the wider 'Together: Building a United Community (T:BUC)' Strategy.

The Officer's report also included information on the Good Relations budget which had been subject to variation over the past two years, it being noted that TEO had not a confirmed budget position for 2025/2026 at this time. The report also highlighted progress to date in regard to the Good Relations Action Plan 2024/2025.

The Committee had been furnished with a copy of a commissioning letter that had been received from The Executive Office to invite the Council to apply for funding for the financial year 2025/2026 subject to the approval of the Council's Good Relations Action Plan. Also appended to the Officer's report was a paper setting out the five programmes as part of the draft 2025/2026 Good Relations Action Plan with associated budgets included.

The Head of Communities, by way of a further update, advised that TEO had since written to the Chief Executive offering an additional £10,800 uplift for this current financial year. The Head of Communities advised that this uplift in funding would cover the overspend on the Council's Good Relations grants which had been agreed previously to be taken from departmental underspends.

The Director of Leisure & Community Wellbeing and the Head of Communities responded to questions from the Committee in relation to the 2025/2026 Good Relations budget and in particular in relation to any shortfall in funding.

It was proposed by Councillor C Kemp, seconded by Councillor G McCleave, and agreed to recommend that:

5.1 Draft Good Relations Action Plan 2025/2026 (Cont'd)

- a) the 2025/2026 Good Relations Action Plan and associated budget as presented be agreed and submitted to The Executive Office by the required deadline of 24 January 2025, and
- b) the uplift in the sum of £10,800 from TEO for the current financial year be noted.

6. Any Other Business – Non-Confidential

6.1 Request for Update on Pitches Strategy Councillor G McCleave

In response to Councillor G McCleave's request the Acting Head of Parks & Amenities advised that the Pitches Strategy was out to tender currently and that it was anticipated that it would be early Summer before the tender exercise was completed. He also advised that the outcome would be reported to the Committee in due course.

6.2 Request for Update on Damage to Fence at Bells Allotments Councillor G Hynds

In response to Councillor Hynds' request the Acting Head of Parks & Amenities advised that Officers had spoken with the PSNI earlier that day about the damage to a fence at Bells Allotments that had been caused by a road traffic incident. He also advised that the matter was with the respective insurance companies.

6.3 Road Safety Issue at DIIB Redevelopment Site Councillor S Lowry

Councillor S Lowry expressed thanks and appreciation to the Head of Sports Services and his team for their prompt action in resolving the road safety issue that had arisen at the DIIB redevelopment site.

6.4 Request for Update on Tree Planting to mark the 10th Anniversary of CARE DAY 2025 Councillor G Thompson

Councillor G Thompson requested an update on her Notice of Motion that had been agreed by the Committee in November 2024 in regard to the planting of a tree in a public space within the Council area to mark the 10th anniversary of CARE DAY on the 21st February 2025. The Director of Leisure & Community Wellbeing undertook to follow up on this matter with the Acting Head of Parks & Amenities and report back to Councillor Thompson directly.

6.5 Active Travel Delivery Plan (item 2 of the January 2025 Information & Correspondence Schedule refers)
Alderman A McIntyre

At the request of Alderman A McIntyre it was agreed that the deadline for Members' comments on the Department for Infrastructure's proposals for LCCC's Active Travel Delivery Plan be extended in order to allow all Members more time to submit their comments to the Community Planning Manager.

7. Confidential Report from Director of Leisure & Community Wellbeing

The reason for confidentiality for each of the confidential reports was due to information relating to the financial or business affairs of any particular person (including the Council holding that information.)

In Committee

It was proposed by Councillor T Mitchell, seconded by Councillor B Higginson, and agreed that the Confidential Reports of the Director be considered "in Committee". (Recording was paused at this stage in proceedings, and any members of the press and public left the meeting.)

7.1 Leisure & Community Wellbeing Estimates 2025/2026
(final Estimates report to be published)

Presented by the Director of Leisure & Community Wellbeing.

The Committee had been furnished with the draft Estimates for the Leisure & Community Wellbeing Directorate as well as a number of related appendices including the Council's capital programme listing. The draft Estimates were built on previous draft Estimates update reports and had addressed the feedback from the December meeting of the Committee.

The Director and the Head of Sports Services responded to a number of questions and comments raised by Members in connection with draft estimates up-date, as presented.

In regard to one of the items raised the Head of Sports Services undertook to provide the Member with the promotional material that had been circulated when the simulation facility in the new indoor golf studio at Castlereagh Hills Golf Course had been launched.

The Acting Director of Environmental Services addressed the Committee on another matter raised in connection with potential funding for waste services.

It was proposed by Alderman S P Porter, seconded by Alderman A Grehan, and agreed that the draft Estimates for the Leisure & Community Wellbeing Directorate 2025/2026, as presented, be agreed and be submitted into the overall Estimates of the Council for the year commencing 1 April 2025.

7.2 Laurelhill Sports Zone – Expression of Interest Delivery Partner
(Redacted Report to be published June 2025)

Presented by the Head of Sports Services.

In addition to the narrative report, the draft Expression of Interest document and the Equality and Good Relations Screening document had been provided.

The Head of Sports Services responded to a number of questions from Members and provided clarification on the issues raised.

It was proposed by Councillor G McCleave, seconded by Councillor T Mitchell, and agreed to recommend that the Council approve the progression of an Expression of Interest for the day-to-day operational management of the Laurelhill Sports Zone.

8. Any Other Business – Confidential

8.1 Community Outreach Clinic 10 am – 2 pm
Councillor B Higginson

Councillor B Higginson expressed thanks to the Head of Communities and the team for their efforts in organising the Community Outreach Clinic in Killynure Community Hub. He requested that consideration be given to holding such clinics in the evening time as many of the community volunteers work during the day. Councillor Higginson also asked that consideration be given to an Outreach Clinic being held in the Castlereagh South area next time.

8.2 Lough Moss Leisure Centre 3G Pitch
Councillor B Higginson

Councillor B Higginson outlined an issue in relation to usage of the new 3G pitch at Lough Moss Leisure Centre. Officers undertook to consider this and arrange to meet with the relevant clubs.

8.3 Billy Neill MBE Vitality Gym
Alderman S Skillen

The Head of Sports Services responded to an issue raised by Alderman Skillen in connection with an incident that had occurred the previous Saturday concerning the Vitality Gym at the Billy Neill MBE Centre. The Head of Sports Services undertook to address this issue as a matter of urgency.

8.4 Local PEACEPLUS Action Plan: Theme 1 Regeneration\Transformation Match Funded Projects (Item 1 of the January 2025 Information & Correspondence Schedule refers)
Chairperson, Councillor D J Craig

At the request of the Chairperson, Councillor D J Craig, the Director of Leisure & Community Wellbeing updated the Committee in relation to an issue concerning SEUPB funding for three projects included in the Council's Local Action Plan. The Head of Communities also responded to questions raised by Members.

During the discussion a number of next steps by Officers were noted.

Councillor R T Beckett left the meeting during consideration of this item (7.32 pm).

Resumption of Normal Business

It was proposed by Councillor C Kemp, seconded by Councillor S Lowry, and agreed to come "out of Committee" and normal business was resumed.

There being no further business the meeting concluded at 7.40 pm.

MAYOR/CHAIR

CSC 08.01.2025

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LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Corporate Services Committee held remotely and in the Council Chamber, Island Civic Centre, The Island, Lisburn on Wednesday 8th January 2025 at 6.00 pm.

PRESENT IN COUNCIL CHAMBER (COMMITTEE):

Councillor The Hon N Trimble (Chair)
Aldermen A Ewart MBE, M Gregg and A Grehan
Councillors T Beckett, A Ewing, J Harpur, B Higginson, C Kemp and J Lavery BEM

PRESENT IN A REMOTE LOCATION (COMMITTEE)

Councillor N Eaton (Vice-Chair)
Deputy Mayor
Councillor R Carlin
Alderman H Legge
Councillors A Givan, D Lynch and G McCleave

OTHER MEMBERS OF COUNCIL PRESENT IN COUNCIL CHAMBER:

Councillor U Mackin

IN ATTENDANCE:

Chief Executive (Remote)
Director of Finance & Corporate Services
Director of Organisation Development & Innovation
Director of Regeneration & Growth
Head of Assets
Head of Corporate Communications & Administration
Head of Finance
Head of Planning & Capital Development
Human Resources & Organisation Development Manager
Capital Programme Manager (Acting)
Member Services Officers (CA & RN)

Commencement of Meeting

The Chair, Councillor N Trimble, welcomed everyone to the meeting and wished them a Happy, Healthy and Peaceful New Year.

The Chair advised that the meeting would be audio recorded unless the item on the agenda was to be considered under confidential business. Unauthorised recording was not permitted, as per 8.5 of the Council's Standing Orders. Mobile phones were to be turned off or on silent mode for the duration of the meeting.

The Director of Finance & Corporate Services outlined the evacuation procedures in the case of an emergency.

Finally, the Chair asked that any Member entering or leaving the meeting alert the Member Services Officer accordingly so that this might be accurately reflected in the minutes.

1. Apologies

There were no apologies.

2. Declarations of Interest

The Chair invited Members to declare any interests they might have in relation to the business of the meeting and reminded them of the requirement that they complete Declaration of Interest forms in this regard which had been provided with the papers for the meeting and which were also available in the Chamber.

There were no Declarations of Interest.

3. Report of Director of Organisation Development & Innovation

3.1 Information Commissioner's Office (ICO)
Consultation on the Revised Approach to Public Sector Regulation
(Closing date: 31st January 2025)

In addition to the narrative report, copy of correspondence dated the 9th December 2024 from the Information Commissioner's Office in regard to the above consultation had been provided. The consultation is available at [ICO consultation on the revised approach to public sector regulation | ICO](#), and relates to the application of fines.

It was proposed by Councillor C Kemp, seconded by Alderman M Gregg and agreed to recommend that:-

- any comments that Members might wish to make on the consultation be furnished to the Director of Organisation Development & Innovation by the 20th January 2025;

3.1 Information Commissioner's Office (ICO)
Consultation on the Revised Approach to Public Sector Regulation
(Closing date: 31st January 2025) (Continued)

- at its meeting to be held on the 28th January 2025, the Council be asked to delegate authority to the Corporate Services Committee for its officers to submit the response to the Information Commissioner's Office by the stipulated closing date of the 31st January 2025, it being noted that the draft response would be shared with the committee Chair and Vice-Chair prior to submission.

4. Report of Head of Human Resources & Organisation Development

4.1 Department for Communities
Consultation on Draft Statutory Guidance for the Implementation of
the McCloud Remedy in the Local Government Pension Scheme (NI)
(Closing date: 19th February 2025)

In the absence of the Head of Human Resources & Organisation Development, his report was presented by the Director of Organisation Development & Innovation.

In addition to the narrative report, copy of correspondence dated the 11th December 2024 from the Department for Communities in regard to the above consultation had been provided. The consultation is available at [Consultation on draft statutory guidance for the implementation of the McCloud Remedy in the Local Government Pension Scheme \(Northern Ireland\) | Department for Communities](#).

It was proposed by Alderman A Grehan, seconded by Councillor C Kemp and agreed to recommend that:-

- any comments that Members might wish to make on the consultation be furnished to the Head of Human Resources & Organisation Development by the 24th January 2025;
- the draft response be presented to the February 2025 meeting of Committee;
- at its meeting to be held on the 28th January 2025, the Council be asked to delegate authority to the Corporate Services Committee to agree the draft response at its February 2025 meeting for submission thereafter to the Department for Communities by the stipulated closing date of the 19th February 2025.

5. Report of Head of Corporate Communications & Administration

5.1 Update on Notice of Motion – Paris Declaration and Support for Fast-Track Cities initiative and Commitment to the Elimination of the Stigma associated with HOV and AIDS

Further to the meeting of Committee on the 13th November 2024, the Head of Corporate Communications & Administration provided a progress report in regard to the above Notice of Motion.

Positive Life is the only dedicated HIV charity in Northern Ireland and its services were outlined in the report. Included in the Fast Track initiative is a request for councils to support Positive Life in providing facilities for HIV testing for up to four days per year.

Bridge Community Centre had been identified as a suitable location, to be provided free of charge. The normal room charge is £14.50 per hour. Positive Life had indicated that this venue was acceptable for their requirements.

Community Officers at Derry City & Strabane District Council and at Belfast City Council were leading on this matter with Positive Life. Accordingly, Community Officers from Lisburn & Castlereagh City Council would maintain contact with their colleagues in those councils. Furthermore, should further costs (in addition to the room hire which was not being charged) become applicable to the Council, they would be reported to the appropriate Committee.

Councillor J Harpur placed on record his thanks for the work which Officers had put into this matter.

It was proposed by Councillor J Harpur, seconded by Councillor C Kemp and agreed to recommend that:-

- the progress report be noted;
- the proposal to use space at the Bridge Community Centre (for four days per annum free of charge) for the purpose of HIV testing be agreed.

Subject to Council ratification of the above decision, the first session of HIV testing in the Bridge Community Centre would take place on the 12th February 2025.

5.2 Northern Ireland Local Government Awards 2025
Game of Thrones Studio, Banbridge – 27th March 2025

The Head of Corporate Communications & Administration reported on the above awards, the closing date for nominations being the 9th January 2025.

In response to Members' questions, the Director of Finance & Corporate Services explained the rationale behind the intention to purchase 20 tickets in that neither the timeline nor the outcome of the shortlisting process was known at this stage.

It was proposed by Alderman A Ewart, seconded by Councillor A Ewing and agreed to recommend that:-

- Officers may arrange to purchase up to 20 tickets at a cost of £90.00 per ticket for the 2025 NILGA Awards Ceremony;
- given that the outcome of the shortlisting process is not yet known, the Chair of the Corporate Services Committee and the Chief Executive be delegated authority to approve the purchase of additional tickets if so required.

In the meantime, the Head of Corporate Communications & Administration would make contact with NILGA in an effort to ascertain the timeline of the shortlisting process and the Council's desire to reserve tickets.

The proposed attendees may include Mayor, Chief Executive, any shortlisted individual or team, relevant Chairs and Vice-Chairs (or their nominees) as appropriate.

6. Report of Head of Finance

6.1 Car Parking - Bad Debt Write-Off

The Head of Finance reported on the matter of Bad Debt associated with the car parking function which had transferred to the Council on the 1st April 2015. The Head of Service responded to a number of queries on this matter.

It was proposed by Councillor A Ewing, seconded by Councillor J Lavery and agreed to recommend that the debt recorded in relation to car parking is written off the ledgers of the Department for Infrastructure.

The Head of Finance would ask the Acting Head of Environmental Health, Risk & Emergency Planning to speak off-line with Alderman M Gregg about the new contract which is now in place for the car parking function.

7. Any Other Business – Non-Confidential

7.1 VE Day – Small Grants Fund
Councillor B Higginson

Councillor B Higginson sought an indication as to when the Small Grants Fund for community funding associated with VE Day might be open for applications.

The Head of Corporate Communications & Administration advised that the VE Day programme of events which would include the Small Grants Fund would be launched the following day, the 9th January 2025.

8. Confidential Report from Director of Finance & Corporate Services

The reasons for confidentiality were as set out in the agenda, ie:-

8.1 Report on Tender Awards
(Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information.)

Redacted report to be available following ratification and signing of contracts.

8.2 Efficiency Review Steering Group (ERSG)
(Confidential for reason of information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the council or a government department and employees of, or office holders under, the council.)

Redacted report to be available after ratification on the 28th January 2025.

8.3 Mobile Voice and Data Services Contract
(Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information.)

Report to be available following commencement of contract (July 2025).

8.4 2020-2025 Capital Programme Movements & Changes
(Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information.)

Report will never become available.

8.5 Update on the Financial Position of the Capital Programme to November 2024

(Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information.)

Report will never become available.

8.6 Estimates Process 2025/2026 – Corporate Status Update

(Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information.)

Report will never become available. Final estimates will be released.

8.7 Estimates Process 2025/2026 – Directorate Update

(Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information.)

Report will never become available. Final estimates will be released.

8.8 Consolidated Scheme of Allowances Payable to Councillors

(Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information.)

Report to be available after ratification on the 28th January 2025.

The Chief Executive joined the meeting on a remote basis. (6.40 pm)

In Committee

It was proposed by Councillor A Ewing, seconded by Councillor B Higginson and agreed that the Confidential Report of the Director be considered “in Committee”. (Recording was paused at this stage in proceedings, and any members of the press and public left the meeting.) (6.42 pm)

8.1 Report on Tender Awards

Presented by the Head of Assets who responded to Members’ questions.

Tender Reports and a Summary of Tenders Awarded had been provided with the narrative report.

It was proposed by Alderman A Ewart, seconded by Councillor B Higginson and agreed to recommend that the tenders awarded in regard to the following contracts, together with the attendant tender reports, be noted:-

- Occupational Health Services;
- Drumbo Trim Trail.

It was further agreed on the Proposal made by Alderman Ewart and seconded by Councillor Higginson to recommend that the signing and sealing of the Tender documents be approved.

8.2 Efficiency Review Steering Group (ERSG)

The Chair sought agreement to have this matter considered at the conclusion of the meeting and this was agreed.

8.3 Mobile Voice and Data Services Contract

Presented by the Head of Corporate Communications & Administration.

In addition to the narrative report, the following had been provided:-

- Business Case for the provision of Mobile Voice and Data Services;
- Equality Screening document.

It was proposed by Councillor B Higginson, seconded by Alderman A Ewart and agreed to recommend that the Business Case for the Provision of Mobile Voice and Data Services be approved, and that the recommendation contained therein on the manner by which this procurement should progress be agreed.

The Head of Corporate Communications & Administration confirmed that consideration of the terms of the contract was ongoing.

8.4 2020-2025 Capital Programme Movements & Changes

Presented by the Head of Planning & Capital Development. The Director of Regeneration & Growth responded to Members' questions.

It was proposed by Alderman M Gregg, seconded by Councillor B Higginson and agreed to recommend that the movements and changes of the projects specified in the report which remain within the overall agreed Capital Programme be agreed.

8.5 Update on the Financial Position of the Capital Programme to November 2024

Presented by the Head of Planning & Capital Development.

In addition to the narrative report, the Capital Programme Spend Profiles (December 2024) had been provided.

It was proposed by Alderman M Gregg, seconded by Councillor C Kemp and agreed to recommend that the re-profiling of the residual funds in the 2020-2025 Capital Programme be rolled into subsequent years of the Capital Programme to cover expenditure on the live projects still being progressed.

The Director of Regeneration & Growth, the Head of Planning & Capital Development and the Acting Capital Programme Manager left the Council Chamber. (7.01 pm)

8.6 Estimates Process 2025/2026 – Corporate Status Update

Presented by the Director of Finance & Corporate Services who responded to Members' questions.

An extensive narrative report had been provided. The Director took Members through the report and its content was duly noted.

During discussion:-

- Councillor B Higginson left and returned to the Chamber. (7.10 pm and 7.14 pm)
- Alderman A Ewart left and returned to the Chamber. (7.34 pm and 7.36 pm)

8.7 Estimates Process 2025/2026

8.7.1 Directorate Update

Presented by the Director of Finance & Corporate Services who responded to Members' questions. The Chief Executive, the Head of Finance and the Head of Assets also responded to questions and clarified issues.

The report and appendices covered the Finance & Corporate Services Directorate; the Organisation Development & Innovation Directorate; and the Governance & Audit Unit.

An extensive narrative report together with the following for the two directorates and the unit named above had been provided:-

- 2025/2026 Estimate;
- 2025/2026 Payroll/Non-Payroll/Expenditure/Income Split;
- Detailed Estimates Overview per Service Unit;
- Indicative Repairs & Renewal Programme for 2025/2026;
- Capital Programme Spend Profiles (December 2024);
- Actual outturn reports.

Councillor J Lavery had a number of queries on the draft Estimates. It was agreed that Councillor Lavery would convey such queries to the Head of Finance for investigation and response.

It was proposed by Alderman M Gregg and seconded by Alderman A Ewart that - subject to the removal of the proposed variance associated with the as yet unknown outcome of the DFC consultation on Members' terms and conditions - the Draft Estimates as presented for the Finance & Corporate Services Directorate, the Organisation Development & Innovation Directorate; and the Governance & Audit Unit, be approved for submission into the overall Estimates of the Council for the year commencing the 1st April 2025.

8.7 Estimates Process 2025/2026 (Continued)

8.7.1 Directorate Update (Continued)

A Recorded Vote was taken, the voting being as follows:-

For the Proposal: Councillor N Eaton, Councillor T Beckett, Alderman A Ewart, Councillor A Ewing, Alderman M Gregg, Alderman A Grehan, Councillor J Harpur, Councillor B Higginson, Councillor C Kemp. **(Total = 9)**

Against the Proposal: Councillor R Carlin, Councillor A Givan, Councillor J Lavery, Alderman H Legge, Councillor D Lynch, Councillor G McCleave, Councillor N Trimble. **(Total = 7)**

The proposal in the name of Alderman M Gregg and seconded by Alderman A Ewart was therefore declared “carried”, ie that - subject to the removal of the proposed variance associated with the as yet unknown outcome of the DFC consultation on Members’ terms and conditions - the Draft Estimates as presented for the Finance & Corporate Services Directorate, the Organisation Development & Innovation Directorate; and the Governance & Audit Unit, be approved for submission into the overall Estimates of the Council for the year commencing the 1st April 2025.

During discussion:-

Councillor J Harpur left and returned to the Chamber. (7.38 pm and 7.41 pm)
Councillor A Ewing left and returned to the Chamber. (7.41 pm and 7.47 pm)
Councillor C Kemp left and returned to the Chamber. (7.55 pm and 8.00 pm)

8.7.2 Special meeting of Corporate Services Committee

The Chair reminded Members of the Special Meeting of the Corporate Services Committee scheduled for Thursday 23rd January 2025 at 6.00 pm, the purpose of which being to make recommendations as to the Domestic and Non-Domestic Rates to be struck for 2025/2026.

8.8 Consolidated Scheme of Allowances Payable to Councillors

Presented by the Head of Finance.

The following documents had been provided with the report. Their contents were noted and agreed.

- Circular LG15/24 from the Department for Communities providing revised rates for Basic and Special Responsibility Allowances applicable from 1st April 2024; and a revised rate for the Dependants’ Carers’ Allowance applicable from 1st April 2025;

8.8 Consolidated Scheme of Allowances Payable to Councillors
(Continued)

- the Council's updated Scheme of Allowances Payable to Councillors for the period 1st April 2024 – 31st March 2025;
- the Council's updated Scheme of Allowances Payable to Councillors for the period 1st April 2025 – 31st March 2026.

9. Any Other Business – Confidential

No further business of a confidential nature was raised.

All officers apart from the Chief Executive (on Zoom), the Director of Finance & Corporate Services, the Director of Organisation Development & Innovation and the HR&OD Manager left the meeting. (8.20 pm)

10. Efficiency Review Steering Group

Further to the previous meeting of the Committee, the Director of Organisation Development & Innovation referred to the information in regard to a proposed staffing structure which had been presented to the Efficiency Review Steering Group on the 1st October and 3rd December 2024, and shared with the Committee via SFX.

The officers responded to Members' questions. It was noted that future reports of the Efficiency Review Steering Group would provide more detailed information and where potential conflicts of interest may occur with Officers, the reports would be presented as a tabled report at the Committee meeting.

It was proposed by Councillor N Eaton, seconded by Alderman H Legge and agreed to recommend that the recommendation of the Efficiency Review Steering Group at its meeting held on the 3rd December 2024 to approve a proposed staffing structure be approved.

11. Any Other Business

Dealt with under Item 7.

The meeting concluded at 8.31 pm.

MAYOR/CHAIR

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Environment and Sustainability Committee held in the Council Chamber, Island Civic Centre, on Thursday 9 January 2025 at 6.00 pm

PRESENT IN CHAMBER:

Councillor P Catney (Chairperson)

Councillor G Hynds (Vice-Chairperson)

Aldermen O Gawith, A McIntyre and J Tinsley

Councillors S Burns, G McCleave, C McCready, M McKeever and N Parker

PRESENT IN REMOTE LOCATION:

The Right Worshipful the Mayor, Councillor K Dickson

Deputy Mayor, Councillor R Carlin

Alderman S Skillen

Councillor R McLernon

OTHER MEMBERS PRESENT IN CHAMBER

Alderman M Gregg

OTHER MEMBERS IN REMOTE LOCATION:

Alderman A Grehan

Councillor U Mackin

IN ATTENDANCE:

Acting Director of Environmental Services (RH)

Head of Service (Waste Management & Operational Services) (WM)

Acting Head of Service (Environmental Health, Risk & Emergency Planning) (SC)

Sustainability Manager (GR)

Member Services Officers (CH, EW)

Commencement of the Meeting

The Chairperson, Councillor P Catney, welcomed those present to the meeting and advised that it would be audio recorded unless the item on the agenda was to be considered under confidential business. The Chair stated that unauthorised recording was not permitted, as per the Council's Standing Orders. The Chair asked that mobile phones be put on silent or switched off for the duration of the meeting.

Councillor R McLernon entered the meeting (6.02 pm).

In accordance with the Protocol for Remote Meetings, the Chairperson asked that those attending via zoom to ensure that the meeting could not be seen or heard by any other person at their remote location when confidential business was being considered. The Chairperson proceeded to outline the evacuation procedures in the case of an emergency.

1. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of Alderman J Baird together with Councillors A Gowan and P Kennedy.

2. Declarations of Interest

There were no Declarations of Interest.

3. Report by Head of Service (Building Control and Sustainability)
Presented by the Sustainability Manager

3.1 Department for Agriculture, Environment and Rural Affairs Consultation on
the Establishment of a Just Transition Commission

The Committee considered a report which provided information in connection with a consultation on the Establishment of a Just Transition Commission, which had been issued by the Department for Agriculture, Environment and Rural Affairs (DAERA) on 12 November 2024.

The Committee were provided with links to access the Ministers Oral Statement and consultation documents. A copy of the proposed Lisburn and Castlereagh City Council response, which included comments received by Elected Members, was circulated for consideration.

The Committee noted that the January 2025 Environment and Sustainability Committee had been granted delegated authority to approve the response for submission by the consultation closing date of 13 January 2025.

It was proposed by Vice-Chairperson, Councillor G Hynds, seconded by Alderman J Tinsley, and agreed that the response to the Consultation on the Establishment of a Just Transition Commission be approved for submission to DEARA, by the closing date of 13 January 2025.

3.2 Draft LCCC Sustainability Strategy and Climate Action Plan

Further to the update report on the progress of sustainability at the September 2024 Meeting of the Environmental and Sustainability Committee, the report set out the background, key vision, and goals in relation to the Sustainability Strategy and Climate Action Plan that was being developed for Council.

3.2 Draft LCCC Sustainability Strategy and Climate Action Plan Cont'd

It was reported that the Sustainability Strategy would be a 3-year strategy (2025-2028) that matched the Public Body Reporting Regulations cycle set by central government. The Committee noted that once approved by Members, the draft strategy would be subject to a 12-week public consultation process.

The Committee had been provided with links in respect of the following:

- the Ministers announcement made on 12 December 2024, on the setting of the emissions target for 2040 and the first 3 carbon budgets for Northern Ireland; and
- the 'walkthrough' digital presentation of the draft LCCC Sustainability Strategy and Climate Action Plan.

Copies of the draft LCCC Sustainability Strategy and Climate Action Plan, alongside the draft Equality Screening and Rural Needs Impact assessment were circulated for Members consideration.

A question was raised by a member of the Committee in respect of action fifteen of the Waste and Resource Management section of the draft LCCC Climate Action Plan, which had been assigned a longer-term action. The Sustainability Officer advised that this action would be reviewed with the relevant officer.

It was proposed by Alderman A McIntyre, seconded by Councillor G McCleave, and agreed to recommend that the draft LCCC Sustainability Strategy and Climate Action Plan be approved to progress to public consultation stage.

The Chair, Councillor P Catney, advised that Any Other Business would be considered at this point in the meeting.

4. Any Other Business (Agenda Item 5.0 refers)

4.1 Stray Dog

Alderman S Skillen passed on her appreciation to the Officers within the Animal Welfare team, the USPCA and the public, stating that she hoped a positive resolution could be achieved on the matter.

Responding to questions and concerns raised by the Committee, the Acting Director of Environmental Services provided an update on the stray dog. The Director confirmed that the legislation stated that dog could not be fostered and was required to remain in the custody of the Council, within DAERA approved kennels.

Members noted that a third-party assessment would take place to confirm the breed of the dog as soon as practical; and that whilst the Council were in engagement with the USPCA in relation to the matter, within the legislation the Council had sole responsibility to carry out the functions of the statute, meaning any actions and requirements of the statute would be carried out by the Council.

4.1 Stray Dog Cont'd

It was proposed by Vice-Chairperson, Councillor G Hynds that the Council appoint a third-party assessor in joint partnership with the USPCA. There was no seconder for this proposal.

5. Confidential Report by the Acting Director of Environmental Services (Agenda Item 4.0 refers)

The Chairperson, Councillor P Catney, advised that the confidential report items would be dealt with "In Committee" due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information).

"In Committee"

It was proposed by Alderman J Tinsley, seconded by Councillor McKeever, and agreed that the following matters be considered "in Committee," in the absence of members of the press and public being present.

The member of the press and public seated in the public gallery left the Council Chamber (6.27 pm).

The Right Worshipful the Mayor, Councillor K Dickson and the Deputy Mayor, Councillor R Carlin, left the meeting remotely (6.28 pm).

5.1 Carryduff HRC PIRSOC (Report will be made available following completion of project, estimated August 2027)

Presented by the Head of Service for Waste Management and Operational Services. It was proposed by Councillor M McKeever, seconded by Alderman O Gawith, and agreed to recommend that the progression of the Carryduff PIRSOC, through engagement of appropriate consultancy services be approved.

5.2 Garage Inspection Pit PIRSOC (Redacted report and appendix 3 will be made available following Council ratification, appendix 2 will never be made available)

Councillor M McKeever left the meeting (6.33 pm).

Presented by the Head of Service for Waste Management and Operational Services. It was proposed by Alderman J Tinsley, seconded by Alderman O Gawith, and agreed to recommend that the progression of the Garage Inspection pit be approved.

5.3 Packaging Extended Producer Responsibility (pEPR) Update
(Report will be made available following agreement of the 2025/26 rates estimates)

The Acting Director of Environmental Services responded to a number of comments and question by Members arising from the report.

Following lengthy discussion, it was proposed by Alderman O Gawith and seconded by Alderman A McIntyre to recommend that:

- the contribution from the pEPR payment to 2025/2026 revenue estimates to support the uplift in waste management be approved as discussed, subject to ratification of the recommendation made during item 8.7.1 at the previous evenings Corporate Services Committee; and
- the remaining balance from the pEPR payment be approved to be allocated to the waste fund.

On a show of hands the proposal was agreed, there being 6 votes in favour and 5 against, with the Chairperson having used his casting vote.

5.4 Estimates Process – Directorate Update
(Report will never be made available, final estimates will be released)

It was proposed by Alderman A McIntyre, seconded by Alderman O Gawith and agreed to recommend that the draft estimates for Environmental Services Directorate be approved to be submitted into the overall estimates of the Council, for the year commencing 1 April 2025, subject to the required amendment as a result of the recommendation made at item 5.3.

6. Confidential Any Other Business

6.1 Communication to Elected Members – Stray Dog

Responding to comments made by Members in respect of communications during the stray dog matter; the Acting Director of Environmental Services informed the Committee that the Councils' communications had remained constant, however comments on social media channels had been challenging.

Resumption of Normal Business

It was proposed by Alderman A McIntyre, seconded by Councillor C McCreedy, and agreed to come out of Committee and normal business was resumed.

There being no further business, the meeting concluded at 7.22 pm.

Chairperson

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Regeneration & Growth Committee held in the Council Chamber, Island Civic Centre, The Island, Lisburn and in remote locations on Monday 13 January 2025 at 6.00 pm

PRESENT IN THE CHAMBER:

Alderman A G Ewart MBE (Vice Chairperson)

Aldermen J Baird and M Gregg

Councillors A Gowan, J Harpur, C Kemp, J Lavery BEM, U Mackin, C McCready and N Parker

REMOTE ATTENDANCE:

Councillors J Gallen, D Lynch and T Mitchell

OTHER MEMBER:

Councillors G Hynds (Chamber) and G McCleave (Zoom)

IN ATTENDANCE

Director of Regeneration & Growth
Head of Planning & Capital Development
Head of Assets
Member Services Officers (BS and EW)
IT Officer

Commencement of Meeting

In the absence of the Chairperson, the Vice Chairperson, Alderman A G Ewart, chaired the meeting.

The Vice Chairperson extended a welcome to all present at the January meeting of the Committee and reminded those present that the meeting was being audio recorded unless the item was being considered under confidential business.

The Director of Regeneration & Growth outlined the evacuation procedures in the case of an emergency.

Councillor C McCready entered the meeting at 6.01 pm.

1. Apologies

Apologies for non-attendance at the meeting were accepted and recorded on behalf of the Chairperson, Alderman A Grehan, Councillors R T Beckett and A Martin, and the Head of Economic Development.

2. Declarations of Interest

There were no declarations of interest declared at the meeting.

3.0 Report of Head of Economic Development

In the absence of the Head of Economic Development, the Director of Regeneration & Growth presented the Head of Service's report.

3.1 Holiday World Dublin 2025

The Head of Economic Development's report highlighted the background and key issues in connection with the Council's representation at Holiday World Dublin which was taking place in the RDS, Dublin, from 24-26 January 2025, the Council having taken part as a partner on the Visit Belfast stand at this event in 2024.

The Director responded to a question from a Member in connection with the lateness of this item of business coming before the Committee.

It was proposed by Alderman J Baird, seconded by Alderman M Gregg, and agreed to recommend that the Council takes a stand over the three days at Holiday World Dublin at a cost of £550 and that the attendance of the Chairperson and Vice Chairperson and/or their nominees be approved.

4. Confidential Report from Director of Regeneration & Growth

The Vice Chairperson, Alderman, Alderman A G Ewart, advised that confidential report items were required to be considered under confidential business due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information).

In Committee

It was proposed by Alderman J Baird, seconded by Councillor C Kemp, and agreed that the Confidential Reports be considered "in Committee" in the absence of press or members of the public. The audio recording was paused at this stage in proceedings.

4.1 Regeneration & Growth Estimates 2025/2026 (Full Estimates to be published in February 2025)

The Director of Regeneration & Growth highlighted a number of previously referred to issues in connection with the draft estimates and responded to questions and comments raised by Members in connection with draft estimates, as presented. The Head of Assets also addressed the Committee in response to one of the items raised.

4.1 Regeneration & Growth Estimates 2025/2026 (Cont'd)

The Director commended the efforts of the Programme Manager and her team for their efforts in relation to the number of TRPSI letters of offer that had been issued recently, it being noted that a report on this programme would come forward in due course.

Alderman M Gregg reminded Members of the agreement at the Environment & Sustainability Committee meeting the previous week and the cross-referenced comments relating the proposals presented.

The Vice Chairman, Alderman A G Ewart, expressed thanks to the Director and his team of Officers for their work on the draft estimates.

It was proposed by Alderman J Baird, seconded by Councillor U Mackin, and agreed that the draft Estimates for the Regeneration & Growth Directorate 2025/2026, notwithstanding the proposed adjustment agreed in relation to the corporate position, as presented, be agreed and be submitted into the overall Estimates of the Council for the year commencing 1 April 2025.

4.2 Business Case Display Feature Maintenance Contract (Redacted Report to be published following ratification by Council)

Presented by the Head of Assets.

The Committee considered a report outlining the background and key issues in connection with the business case display feature maintenance contract, a copy of the contract having been appended to the Officer's report.

The Head of Assets advised the Committee of a correction to the report in connection with the term of the contract, it being noted that the correct contract term should read March 2024-February 2025.

The Head of Assets and the Director of Regeneration & Growth responded to questions from Members in connection with issues arising out of the Officer's report. The Director undertook to provide further information to a Member in connection with the issue she had raised.

In addition the Director gave assurances that much of the work for the maintenance of the Council's assets within the forest would be dealt with by the Council's in-house resources where possible.

It was proposed by Councillor U Mackin, seconded by Alderman J Baird, and agreed to recommend that:

- a) Option 4 of the Business Case, as presented, be approved, and
- b) the tender process for the Display Feature Maintenance Contract be progressed.

4.3 Small Settlements Update and Programme Extension (Redacted Report to be published July 2025)

The Committee considered a report outlining the background and key issues in connection with the Covid Recovery Small Settlements Regeneration programme the deadline of which had been extended by the Department for Communities to June 2025.

An update paper on the progress of projects to date and associated projected spend had been appended to the Officer's report, together with a list of proposed projects to utilise any underspend.

The Director of Regeneration & Growth elaborated on some of the projects and responded to questions from Members in connection with a number of the projects listed in the appended documents, as well as a request for an additional project.

It was proposed by Councillor C Kemp, seconded by Councillor C McCready, and agreed to recommend that:

- a) the update report on the Small Settlements Programme and Programme extension be noted,
- b) the options presented for additional projects be delivered from the potential underspend, as outlined, be approved, including an additional bus shelter project in Culcavy which had been proposed on the evening,
- c) the projects be included in the Council Works Programme, and
- d) in addition, the feasibility of a further proposal for a commemorative inscription be investigated by the Director of Regeneration & Growth which had been requested on the evening.

4.4 Balmoral Show 2025 – Council Representation (Redacted report to be published following ratification by Council)

The Committee considered a report outlining the background and key issues in connection with the Council's representation at the Balmoral Show 2025.

The Director of Regeneration & Growth responded to questions from two Members in connection with issues highlighted in the report.

It was proposed by Councillor N Parker, seconded by Alderman J Baird, and agreed to recommend that the Council proceeds with the proposed location site for the 2025 Balmoral Show, as set out in the appended documents, and that the supporting programme, as outlined, be approved.

4.5 Business Case for London/Westminster Investment Showcase and UK Trade Programme

(Redacted Report to be published March 2025)

The Committee considered a report outlining the background and key issues in connection with the London/Westminster Investment Showcase event and the UK Trade Programme.

The Committee had been furnished with a copy of the business case which outlined the rationale, business needs, and preferred options for this initiative.

It was proposed by Councillor U Mackin, seconded by Councillor A Gowan, and agreed to recommend that:

- a) the business case and the procurement of a suitable provider(s) for the relevant aspects of the London/Westminster Investment initiative be approved, and
- b) the Chairperson, Vice Chairperson and/or other nominees from the Committee on a cross party basis be in attendance.

4.6 Business Case for UK Shared Prosperity Fund – Christmas Activity

(Report to be published July 2025)

The Committee considered a report outlining the background and key issues in connection with the UK Shared Prosperity Fund and the 2024 programme of Christmas activity.

The Committee had been furnished with a copy of the business case which had been agreed previously to be provided to the Committee retrospectively and which provided Members with the background for the expenditure, the business need and a recommendation for the preferred option.

The Vice Chairperson, Alderman A G Ewart, on behalf of the Committee, conveyed thanks and appreciation to the City Centre Development Officer and her team for their efforts which had ensured a very successful Christmas programme of events.

The Director of Regeneration & Growth responded to questions from two Members arising from the report and noted a request in connection with the Christmas lights in Moira.

It was proposed by Councillor N Parker, seconded by Councillor C McCready, and agreed to recommend that the business case and the recommendation to go with Option 4 in respect of new elements of the Council's Christmas activity programme, to be funded through the UK Shared Prosperity Fund, be agreed retrospectively.

5. Any Other Confidential Business

5.1 Belfast Region City Deal (BRCD) – Update on Project Timelines Councillor J Laverty

At the request of Councillor J Laverty, the Director of Regeneration & Growth and the Head of Planning & Capital Development updated the Committee in regard to the timelines for one of the BRCD projects.

5.2 Apology for Non-Attendance by Councillor A Martin Councillor T Mitchell

Councillor T Mitchell submitted a late apology on behalf of Councillor A Martin and it was agreed that Councillor Martin's apology be recorded.

5.3 Electronic Travel Authorisation Alderman M Gregg

The Director of Regeneration & Growth responded to comments and concerns from Alderman M Gregg in connection with the proposals to introduce electronic travel authorisation to anyone travelling to the UK including Northern Ireland.

Resumption of Normal Business

It was proposed by Councillor N Parker, seconded by Alderman M Gregg, and agreed to come out of Committee and normal business was resumed.

Conclusion of Meeting

The Vice Chairperson thanked everyone for their attendance and there being no further business for consideration the meeting was concluded at 7.05 pm.

Chairperson

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LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Planning Committee Meeting held in the Council Chamber and in Remote Locations on Monday, 2 December, 2024 at 10.09 am

PRESENT IN CHAMBER:

Alderman M Gregg (Chair)

Councillor S Burns (Vice-Chair)

Aldermen O Gawith and J Tinsley

Councillors P Catney, D J Craig, U Mackin, G Thompson and N Trimble

IN ATTENDANCE:

Director of Regeneration and Growth
Head of Planning & Capital Development
Senior Planning Officers (MB, PMcF and LMCC)
Member Services Officers (CR and CH)

Mr B Martyn (Cleaver Fulton Rankin) – Legal Advisor

Commencement of Meeting

At the commencement of the meeting, the Chair, Alderman M Gregg, welcomed those present to the Planning Committee. He pointed out that, unless the item on the agenda was considered under confidential business, this meeting would be audio recorded. He went on to outline the evacuation procedures in the case of an emergency.

1. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of Councillors D Bassett and A Martin. It was noted that the Vice-Chair, Councillor S Burns, would be arriving late to the meeting.

2. Declarations of Interest

The following declarations of interest were made:

- Alderman J Tinsley, in respect of application LA05/2021/0772/F, as he had been contacted by the applicant regarding speaking rights. Alderman Tinsley had stated that he was a member of the Planning Committee and had provided only general guidance; and
- Alderman J Tinsley, in respect of application LA05/2023/0932/F, as he had been contacted by the applicant regarding the procedure for having the application called in. Alderman Tinsley had stated that he was a member of the Planning Committee and had provided only general guidance.

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3. Minutes of Meeting of Planning Committee held on 4 November, 2024

It was proposed by Councillor G Thompson, seconded by Alderman J Tinsley and agreed that the minutes of the meetings of Committee held on 4 November, 2024 be confirmed and signed.

4. Report from the Head of Planning & Capital Development4.1 Schedule of Applications

The Chair, Alderman M Gregg, advised that there were 1 major and 5 local applications on the schedule for consideration at the meeting, with 2 applications having been withdrawn from the schedule.

4.1.1 Applications to be Determined

The Legal Advisor, Mr B Martyn, highlighted paragraphs 43-46 of the Protocol for the Operation of the Lisburn & Castlereagh City Council Planning Committee which, he advised, needed to be borne in mind when determinations were being made.

Alderman O Gawith arrived to the meeting at 10.14 am.

(i) LA05/2022/1135/F – Retention of change of use from single dwelling to serviced accommodation at 72 Antrim Road, Lisnagarvey, Lisburn

The Senior Planning Officer (MB) presented the above application as outlined within the circulated report.

The Committee received the following to speak in opposition to the application:

- Ms U McCloy, accompanied by Mrs W McConnell; and
- Councillor N Parker.

A number of Members' queries were addressed by the speakers.

A number of Members' queries were responded to by Planning Officers and the Environmental Health Manager (Acting), who was in attendance for consideration of this application.

Debate

During debate:

- Councillor D J Craig referred to T0U7 (a), which related to meeting the needs of those whose mobility was impaired, and stated that it was a very liberal interpretation of policy to consider the needs of a person who was mobility-impaired to be met by the fact that the property was level with the footpath. There was no access through the door for someone in a wheelchair, no ramp or anything to provide support. Within the property

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- (i) LA05/2022/1135/F – Retention of change of use from single dwelling to serviced accommodation at 72 Antrim Road, Lisnagarvey, Lisburn (Contd)

there was no provision for anyone with impaired mobility as there was no downstairs toilet or bedroom and no stairlift to assist with access to the first floor. In respect of TOU7 (b), which related to landscaping arrangements being of a high quality and promoting sustainability and biodiversity, Councillor Craig stated that the photographs provided showed an area that was very poorly maintained with regard to the gardens and aspects to the rear. Councillor Craig was not in support of the recommendation of the Planning Officer to approve planning permission;

- Alderman O Gawith also referred to TOU7 and stated he believed Officers, during the course of questions, had accepted that this proposal did not entirely meet the needs of people whose mobility was impaired and did not currently promote sustainability and biodiversity. As he did not consider the proposal to meet policy TOU7, Alderman Gawith was not in support of the recommendation of the Planning Officer to approve planning permission;
- Councillor N Trimble stated that the proposal did not meet policy TOU7. In addition to the comments made by the previous speakers, part (h), which related to not harming the amenity of nearby residents, was not met. He had heard significant evidence of the impact on neighbours' amenities. TOU1 stipulated the requirement for high quality design and high quality service provision. Councillor Trimble stated that there were no suggestions of changing or upscaling the property in any way to make it appropriate for use as tourist accommodation. He stated that policy TRA2 required that the proposal must not prejudice road safety or significantly inconvenience the flow of vehicles. Councillor Trimble referred to comments made by neighbours about being blocked into their driveways by guests using the accommodation but unable to use the associated garage. This was an impact on the flow of vehicles. Whilst not compelled to, the fact that the applicant had not attended the meeting to advocate for the application did not give Councillor Trimble confidence that this was a good proposal. Councillor Trimble was not in support of the recommendation of the Planning Officer to approve planning permission;
- Councillor G Thompson stated that she did not consider the proposal to meet TOU7 (a) in terms of accessibility for those with impaired mobility, given that they had no access to toilet or sleeping facilities. The proposal did not meet TOU7 (b) for the reasons already outlined, nor did it meet TOU7 (h) in terms of noise nuisance and parking issues. Councillor Thompson was not in support of the recommendation of the Planning Officer to approve planning permission;
- Councillor P Catney stated that TOU7 (a) was not met in that someone with a disability had no toilet facilities within the property. He concurred with the comments made by previous speakers and was not in support of the recommendation of the Planning Officer to approve planning permission;
- Alderman J Tinsley referred to TOU7 (a) and the comments by the Head of Planning & Capital Development that that related to transport means and ease of access to the property. He stated that this application was finely balanced and there were many pros and cons. Whilst he was concerned with what had been presented regarding antisocial elements, considering purely the planning policies and reports he had read, and the fact that a Service Management Plan would be put in place if the application was

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- (i) LA05/2022/1135/F – Retention of change of use from single dwelling to serviced accommodation at 72 Antrim Road, Lisnagarvey, Lisburn (Contd)

approved, Alderman Tinsley was in support of the recommendation of the Planning Officer to approve planning permission;

- Councillor U Mackin was not convinced that policy TRA2 was met. A photograph had been shown of a car parked outside the property and it was either just at the end of double yellow lines or on double yellow lines. He had listened to the lived experience of neighbours and stated that he would not wish this accommodation to be next to his property. Councillor Mackin did not consider the proposal to meet TOU7, with there being no toilet or sleeping facilities available for disabled persons. He was not in support of the recommendation of the Planning Officer to approve planning permission; and
- the Chair, Alderman M Gregg, stated that the Planning Committee did not welcome retrospective applications, but the benefit on this occasion was that Members had heard the lived experience of the impact on local residents. Whilst the Service Management Plan suggested may go some way to mitigating that, it was a case of retrospective action – the residents reporting issues and the applicant having to deal with those issues and, as this was a short-term residency accommodation, it could happen quite often. Alderman Gregg did not consider policy TOU1 to be met in that it did not respect the site context. In respect of TOU7 (a), Officers' interpretation was that that related to transportation and access to transportation, but it did not explicitly say that. Alderman Gregg's interpretation was that it also included the site itself and the use of it. In respect of TOU7 (c), relating to appropriate boundary treatment, the Committee had heard the impact this was having on neighbours. There was no boundary treatment or means of enclosure provided, with overlooking having an impact on neighbours' privacy. TOU7 (g), which related to compatibility with surrounding land uses, was not met. This was a mid-terrace house in a row of 4. In respect of TOU7 (h), this proposal clearly did harm the amenity of nearby residents. Alderman Gregg was not in support of the recommendation of the Planning Officer to approve planning permission.

Vote

On a vote being taken, it was agreed not to adopt the recommendation of the Planning Officer to approve planning permission, the voting being:

In favour: Alderman J Tinsley (1)

Against: Councillor P Catney, Councillor D J Craig, Alderman A Gawith, Councillor U Mackin, Councillor G Thompson, Councillor N Trimble and Chair, Alderman M Gregg (7)

Given that the Officer recommendation to approve planning permission had fallen, the Chair, Alderman M Gregg, stated that a new proposal was required. It was proposed by Councillor P Catney and seconded by Councillor N Trimble that planning application LA05/2022/1135/F be refused.

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- (i) LA05/2022/1135/F – Retention of change of use from single dwelling to serviced accommodation at 72 Antrim Road, Lisnagarvey, Lisburn (Contd)

It was proposed by Councillor N Trimble, seconded by Councillor P Catney and, on a vote being taken, agreed that the application be refused, the voting being as follows:

In favour: Councillor P Catney, Councillor D J Craig, Alderman A Gawith, Councillor U Mackin, Councillor G Thompson, Councillor N Trimble and Chair, Alderman M Gregg (7)

Against: Alderman J Tinsley (1)

In agreeing to refuse the application, the following reasons were offered:

- the application was contrary to policy TOU7 on a number of points. One of the requirements of TOU7 (a) was that the overall design meet the needs of people whose mobility was impaired. This proposal failed to demonstrate it was suitable for anyone whose mobility was impaired, in that it did not have a bedroom or bathroom on the ground floor. Its primary function as tourist accommodation could not be met in any way from the property as it was currently;
- the application did not meet policy TOU7 (b) as nothing had been demonstrated that the property would be modified or enhanced in any way and would not, in the Committee's estimation, be a high quality offering;
- the application did not meet policy TOU7 (c) as there was no boundary treatment or means of enclosure provided;
- the application did not meet policy TOU7 (h), given that extensive evidence had been provided by neighbours citing multiple instances when their amenities had been directly impacted – in terms of a degree of overlooking, shared access to the rear, parking and access being impacted by the use of this property as a tourist accommodation and indeed elements of antisocial behaviour and trespass.

Councillor P Catney also pointed out that the requirements of the Tourism (NI) Act relating to self-catering accommodation were not met by this application.

It was proposed by Councillor G Thompson, seconded by Councillor N Trimble and agreed that authority be delegated to the Head of Planning & Capital Development to formulate the precise wording of the reasons for refusal.

Adjournment of Meeting

The Chair, Alderman M Gregg, declared the meeting adjourned at this point for a comfort break (12.05 pm).

Resumption of Meeting

The meeting was resumed at 12.20 pm.

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- (ii) LA05/2022/0831/F – Proposed retention of recently constructed agricultural building on land adjacent to 112 Back Road, Drumbo

The Senior Planning Officer (PMcF) presented the above application as outlined within the circulated report.

The Committee received Mr N Reid to speak in support of the application.

Alderman J Tinsley referred to the Planning Officer's report that indicated that the NIEA Water Management Unit had been consulted and had requested further information. Whilst the agent had been emailed in this regard in March 2024, the information had not been submitted to date. Mr Reid stated that he had not been aware of a request for further information prior to today's meeting. That being the case, it was proposed by Alderman J Tinsley, seconded by Councillor D J Craig and unanimously agreed that this application be deferred for one month to allow the information to be submitted.

- (iii) LA05/2023/0632/F – Proposed farm dwelling and garage at 35a Lurganure Road, Lisburn

The Senior Planning Officer (MB) presented the above application as outlined within the circulated report.

No-one was registered to speak on this application.

A number of Members' queries were responded to by Planning Officers.

Debate

During debate:

- Councillor N Trimble stated that, having looked on Google Street View, he agreed that the access did seem a bit substandard and quite congested. He did think there was potential mileage in the future to suggest that that access was closed and the other one used. On Google Street View the agricultural buildings could not be seen at all so he did not consider it had a huge visual impact. Councillor Trimble was in support of the recommendation of the Planning Officer to approve planning permission.

Vote

Having considered the information provided within the report of the Planning Officer, the Committee agreed unanimously to adopt the recommendation to refuse this application.

Adjournment of Meeting

The Chair, Alderman M Gregg, declared the meeting adjourned at this point for lunch (12.55 pm).

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Resumption of Meeting

The meeting was resumed at 1.35 pm.

Councillor S Burns arrived to the meeting at this point.

- (iv) LA05/2021/0772/F – Proposed new dwelling in compliance with Policy COU2 on land between 56a-60 Halfpenny Gate Road, Moira, Craigavon

The Chair, Alderman M Gregg, stated that Members had just now been provided with an envelope containing confidential information in respect of this application. The information related to medical history and Alderman Gregg pointed out to Members that it should not be repeated in the public forum.

The Senior Planning Officer (MB) presented the above application as outlined within the circulated report.

The Committee received Ms B Johnston to speak in opposition to the application and a number of Members' queries were addressed.

The Committee received the following to speak in support of the application:

- Mr C Crossan, accompanied by the applicant; and
- Mr D Honeyford MLA.

A number of Members' queries were addressed by the speakers.

A number of Members' queries were responded to by Planning Officers.

Debate

During debate:

- Alderman J Tinsley stated that the site visit had been helpful to assist in understanding the cluster. He did have a problem with the requirement for the site to be bounded on both sides with other development, given that there was a dwelling 6 metres away one side but the school on another side was substantially further away at 28 metres. Alderman Tinsley was in support of the recommendation of the Planning Officer to refuse planning permission;
- Councillor N Trimble stated that this application was finely balanced. With regard to policy COU2, he considered a cluster did exist at this location and that it appeared as a visual entity. In relation to the site being bounded on two sides, the agent had referred to development to the north and east and to the school. This was a reasonable argument but Councillor Trimble was unsure given that the school was located across the road. However, the school could be considered as the focal point of the cluster and he deemed it reasonable that if the site was adjacent to the focal point, it was bound in the cluster. Councillor Trimble considered that the application did meet with the spirit of policy COU2 and, on a technicality, the argument could be made that it met the letter of it. It was rounding off a cluster by the general

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- (iv) LA05/2021/0772/F – Proposed new dwelling in compliance with Policy COU2 on land between 56a-60 Halfpenny Gate Road, Moira, Craigavon (Contd)

look of it. Councillor Trimble was not in support of the recommendation of the Planning Officer to refuse planning permission;

- Councillor D J Craig stated that the site visit had been useful. In relation to the cluster, there had been many viewpoints from which he had been able to see all of the buildings. The boundaries of this application were the problem. Having seen the site itself, it was very clear that the school was quite a distance away from what would be perceived as the boundary; it was 4 times further away than the other existing boundary and had a field, a road and a playground in between. Councillor Craig was in support of the recommendation of the Planning Officer to refuse planning permission;
- Alderman O Gawith stated that he did not consider the site to be bounded on two sides. The school building was too far away to create a boundary in his view and it was not then forming part of a cluster, rather it was adding to an end of a cluster. He acknowledged that medical information had been submitted and, whilst he sympathised with the applicant, it did not mean it was an absolute necessity that this dwelling be built at the location applied for. Alderman Gawith was in support of the recommendation of the Planning Officer to refuse planning permission; and
- the Chair, Alderman M Gregg, concurred with Alderman Gawith. Whilst he sympathised in terms of the medical information supplied with regard to policy COU6, he did not consider there was enough evidence to outweigh the policy decisions in front of the Committee. Building on Traditions showed a scenario extremely similar to this application, where part of the cluster was on the other side of the road, and it would not be considered to meet with policy.

Vote

On a vote being taken, it was agreed to adopt the recommendation of the Planning Officer to refuse planning permission, the voting being:

In favour: Councillor S Burns, Councillor D J Craig, Alderman O Gawith, Councillor U Mackin, Alderman J Tinsley, Councillor G Thompson and Chair, Alderman M Gregg (7)

Against: Councillor P Catney and Councillor N Trimble (2)

At this point, the confidential information circulated to Members earlier was retrieved.

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- (v) LA05/2021/0033/F - Proposed mixed-use development comprising 31 no. Class B2 & B4 industrial/employment units (4,320 sqm in total) and 95 semi-detached and detached residential dwellings with associated private amenity provision; public open spaces; associated car parking; landscaping; creation of new accesses from Carrowreagh Road and Ballyoran Lane with associated works to the public road; and other ancillary development at Lands formerly occupied by the Rolls Royce factory north of Upper Newtownards, south of Inspire Business Centre, east of Ballyoran Lane and west of Carrowreagh Road, Dundonald

The Head of Planning & Capital Development advised Members that this application had first been presented to the Planning Committee in February 2024. The Planning Officer who had prepared the report was no longer an employee of the Council. In the intervening period of time, Officers had continued to engage with the applicant in relation to the drafting of a Section 76 Planning Agreement; no planning decision could be made until that Agreement was finalised. During this period, an objection had been received in March 2024. The report was brought back to the Committee now as that representation had been further considered. Whilst Mr P McFadden, Senior Planning Officer, would be taking this application forward, the Head of Planning & Capital Development had drafted the addendum report as the late representation addressed a point that was highlighted as a consequence of his answer to a question at the previous Committee meeting.

The Senior Planning Officer (PMcF) presented the above application as outlined within the circulated report.

Mr G Dodds was in attendance and addressed a number of queries raised by Members.

A number of Members' queries were responded to by Planning Officers.

Debate

During debate:

- Councillor D J Craig stated that, whilst he would welcome it, common sense told him that there would never be 100% employment back on this site. The fact that there would be 40% employment land retained here would hopefully mitigate some of the original objections to the proposal. Councillor Craig was in support of the recommendation of the Planning Officer to approve planning permission;
- Councillor S Burns stated that this site had lain vacant for a long period of time and had antisocial behaviour associated with it. A balance had been made of 40% employment and 60% residential. Councillor Burns was in support of the recommendation of the Planning Officer to approve planning permission; and
- the Chair, Alderman M Gregg, stated his surprise that the application was before the Committee again. He did not consider that any of the representations put forward for the application had changed. He was also surprised that a new PAN had not been done for this change of application. Many of the local comments in favour of the application had been in respect of the removal of the building that was attracting antisocial behaviour – that

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- (v) LA05/2021/0033/F - Proposed mixed-use development comprising 31 no. Class B2 & B4 industrial/employment units (4,320 sqm in total) and 95 semi-detached and detached residential dwellings with associated private amenity provision; public open spaces; associated car parking; landscaping; creation of new accesses from Carrowreagh Road and Ballyoran Lane with associated works to the public road; and other ancillary development at Lands formerly occupied by the Rolls Royce factory north of Upper Newtownards, south of Inspire Business Centre, east of Ballyoran Lane and west of Carrowreagh Road, Dundonald
(Contd)

building was now gone and the level of antisocial behaviour had reduced. A lot of other favourable comments had related to the petrol station and retail units, but those were no longer part of the application. Alderman Gregg was surprised that NI Water had not been consulted, given that its approval was from 2 years ago and was only valid for 18 months. The last time the application was before the Committee, it had been Alderman Gregg's understanding that Officers were impressing that this was on unzoned land which was how housing could be put on as far as ED7 was concerned. Now Officers were advising that the land had been used for employment in BUAP and in draft BMAP it was still zoned for employment. Alderman Gregg did not see how the application could possibly comply with ED7 as zoned land did not allow for the provision of housing. He referred to the Officer's report stating that the loss of this land would not prejudice the amount of land within the Council area. However, the response from Invest NI was completely different, stating that it would completely imbalance the distribution of land in the Council area and allowing mixed use and housing development on this plot of land would be premature. Its opinion was as Alderman Gregg's – that any change of zoning should be done within the local policy plan. There could be any number of applications in front of the Committee for changing zones or seeking transitional arrangements as developers did not want to wait. Alderman Gregg stated that it would be great to see this land developed as employment land, or even a majority of employment, as that was what Dundonald needed. This proposal took away the potential for jobs in the area. Alderman Gregg was not in support of the recommendation of the Planning Officer to approve planning permission.

Vote

On a vote being taken, it was agreed to adopt the recommendation of the Planning Officer to approve planning permission, the voting being:

In favour: Councillor S Burns, Councillor P Catney, Councillor D J Craig, Alderman O Gawith, Alderman J Tinsley, Councillor G Thompson and Councillor N Trimble (7)

Against: Councillor U Mackin and Chair, Alderman M Gregg (2)

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Adjournment of Meeting

The Chair, Alderman M Gregg, declared the meeting adjourned at this point for a comfort break (3.35 pm). Councillor N Trimble left the meeting at this point.

Resumption of Meeting

The meeting was resumed at 3.44 pm.

- (vi) LA05/2023/0932/F – Three pigeon sheds (retrospective) at 21 Little Wehman, Moira

The Senior Planning Officer (PMcF) presented the above application as outlined within the circulated report.

The Committee received Mr G Tumelty to speak in support of the application and a number of Members' queries were addressed.

A number of Members' queries were responded to by Planning Officers and the Environmental Health Manager (Acting), who was in attendance for consideration of this application.

Following discussion, it was proposed by Alderman J Tinsley and seconded by Alderman O Gawith that the application be deferred to allow for further negotiation around steps that could be taken to mitigate issues, eg. raising the sheds off the ground. The proposal was agreed on a vote being taken, the voting being as follows:

In favour: Councillor S Burns, Councillor D J Craig, Alderman O Gawith, Councillor U Mackin, Alderman J Tinsley and Councillor G Thompson (6)

Against: Councillor P Catney and Chair, Alderman M Gregg (2)

Councillor U Mackin left the meeting at this point (4.30 pm).

- 4.2 Proposed stabling and maintenance rail depot for ballast material, maintenance buildings and associated staff accommodation and ancillary works on lands at Ballinderry Road (east of Moira Road and south of existing railway line)

The Head of Planning & Capital Development stated that he had received an email earlier in the day advising that the pre-application community consultation events associated with the above had been postponed from 15 January, 2025 to 19 February, 2025. Adequate notification would take place before the revised date, as per Statute, and an update would be provided at a subsequent stage. The Head of Planning & Capital Development confirmed that the submission had been made in accordance with legislation; however, there must be at least 12 weeks between notice of the PAN and the submitted application. As the consultation

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4.2 Proposed stabling and maintenance rail depot for ballast material, maintenance buildings and associated staff accommodation and ancillary works on lands at Ballinderry Road (east of Moira Road and south of existing railway line) (Contd)

events had been delayed for 4 weeks, the Head of Planning & Capital Development could not stand over the date specified in his report that the application was likely to come to Committee; the earliest would be after the consultation events.

It was proposed by Councillor D J Craig, seconded by Councillor P Catney and agreed to note information in respect of the above Pre-Application Notice and that it be submitted in accordance with the relevant section of the legislation and related guidance.

4.3 Statutory Performance Indicators – October 2024

It was proposed by Councillor P Catney, seconded by Alderman O Gawith and agreed that information relating to Statutory Performance Indicators for October 2024 be noted.

At this stage, the Legal Advisor having advised that he had to leave the meeting, the Chair, Alderman M Gregg, asked if any Members had items of a confidential nature to raise. No matters were raised. Alderman Gregg thanked the Legal Advisor for his attendance and wished him a Happy Christmas. He left the meeting at 4.39 pm.

4.4 Appeal Decision – LA05/2021/1248/F

It was proposed by Councillor D J Craig, seconded by Alderman O Gawith and agreed that the report and decision of the Planning Appeals Commission in respect of the above appeal be noted.

4.5 Appeal Decision – LA05/2020/0011/O

It was proposed by Councillor D J Craig, seconded by Councillor G Thompson and agreed that the report and decision of the Planning Appeals Commission in respect of the above appeal be noted.

4.6 Appeal Decision – LA05/2023/0024/F

It was proposed by Councillor P Catney, seconded by Alderman O Gawith and agreed that the report and decision of the Planning Appeals Commission in respect of the above appeal be noted.

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4.7 Notification by Telecommunication Operator(s) of Intention to Utilise Permitted Development Rights

It was proposed by Councillor D J Craig, seconded by Councillor G Thompson and agreed to note from the report, information regarding notification by telecommunication operators of intention to utilise Permitted Development Rights at a number of locations in the Council area.

5. Any Other Business

5.1 Date of Next Meeting

The Chair, Alderman M Gregg, advised that the next meeting of the Planning Committee would be held on Monday, 6 January, 2025.

Alderman Gregg wished everyone a very Happy Christmas. The Head of Planning & Capital Development also wished Members a Happy Christmas and thanked them for their participation in meetings throughout the year.

5.2 January Reports

The Head of Planning & Capital Development advised of two reports that would be presented to the January meeting of the Committee – (a) an update on judicial review proceedings; and (b) a paper relating to changes to the Protocol for the Operation of the Planning Committee.

5.3 May Meeting of the Planning Committee

The May 2025 meeting of the Planning Committee was due to be held on Monday 5th; however, as this a bank holiday, it was agreed that the meeting would take place on Monday 12th.

Conclusion of the Meeting

At the conclusion of the meeting, the Chair, Alderman M Gregg, thanked those present for their attendance.

There being no further business, the meeting was terminated at 4.45 pm.

Chair/Mayor



Notice of Motion – Transparency

This council believes that maintaining accountability and public trust in the democratic process is essential. A key part of this is ensuring that decisions are made openly and can be subject to public scrutiny. Council recognises the need to ensure transparency in its decision making through council, committee and working group discussions and decisions conducted in restricted session.

We recognise the improvements made in Lisburn and Castlereagh City Council in relation to transparency to help maintain public trust and ensure that the people of Lisburn and Castlereagh can be fully informed about how decisions that affect them have been reached. We reaffirm our ongoing commitment that this council is committed to 'transparency by default' by which all meetings and documentation will be placed in the public domain as standard, with information or discussions only being redacted or restricted very specifically in relation to those issues which fall within the exemptions in the Local Government Act (NI) 2014. We request that officers investigate and cost options to allow full council and committee meetings to be live streamed as standard, with recordings then published online within an appropriate timeframe for the public to remain informed at the time of discussions and decisions

We believe that Councillors must have the ability to seek clarity and challenge Council Officers to ensure that exemptions are minimised and are not overused and that the overall public interest is maintained. In the interests of public accountability and confidence we believe, that where a matter on an issue is brought to a vote in committee, the result of which is not unanimous, that that vote must be recorded. Officers are requested to consider and present proposed amendments to standing orders and other associated guidelines in relation to all council, committee and working group discussions and decisions which enables this approach, to ensure maximum transparency while adhering to legislative requirements, ultimately making this organisation an exemplar public body in terms of transparency and openness.

Cllr Gary Hynds



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| Committee: | Full Council Meeting |
| Date: | 28 January 2025 |
| Report from: | Chief Executive |

CONFIDENTIAL REPORT

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| Reason why the report is confidential: | Information relating to the financial or business affairs of any particular person (including the Council) |
| When will the report become available: | After the agreement is signed and sealed |
| When will a redacted report become available: | |
| The report will never become available: | |

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| Item for: | Decision |
| Subject: | Requirement to enter into a Section 76 planning agreement and related agreements for planning application(s) LA05/2022/0247/F and LA05/2022/0249/F |

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| 1.0 | <p><u>Background</u></p> <p>1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to:</p> <ul style="list-style-type: none"> ▪ Facilitate or restrict the development or use of land in any specified way; ▪ Require specified operations or activities to be carried out in, on, under or over land; ▪ Require the land to be used in a specified way; ▪ Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically. <p><u>Key Issues</u></p> <p>2. It was resolved at a meeting of the planning committee on 06 November 2023 to grant planning permission for two linked planning applications for:</p> <ul style="list-style-type: none"> a) Amendments to planning permission reference Y/2009/0160/F for the reconfiguration of public open space on Baronsgrange Park and erection of 9 additional dwellings (6 no semi-detached and 3 detached) at Comber Road, Carryduff (LA05/2022/0247/F) b) Amendments to planning permission reference Y/2009/0160/F for the construction of a foot bridge across the Carryduff River between Baronsgrange Park and Carryduff Park and erection of 1 additional dwelling at Comber Road, Carryduff (LA05/2022/0249/F) <p>3. The recommendation presented was subject to the developer entering into a Section 76 planning agreement that the developer would provide a footbridge</p> |
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| | <p>connecting Baronsgrange to Carryduff Park and offset the requirement to provide open space within the development for play. A financial contribution is proposed and will provide for upgrades to the Park given the additional footfall generated from construction of the footbridge.</p> <p>4. There is no requirement to enter into an agreement for affordable housing as this was dealt with separately under a different application. The requirement for affordable housing is met in full for this development in another part of Baronsgrange.</p> <p>5. The specific details of the covenants can be found at page 14 of the agreement which is attached as an Appendix and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland.</p> <p>6. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council under the Council's constitution the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.</p> <p>7. A related agreement and licence is also attached which allows the developer to land the footbridge and to carry out engineering works in the course of the construction of the footbridge which is also required to be signed and sealed.</p> | |
| 2.0 | <p><u>Recommendation</u></p> <p>It is recommended that the Council consider the above and that approval be granted to the signing and sealing of these agreements by the Mayor and Chief Executive.</p> | |
| 3.0 | <p><u>Finance and Resource Implications</u></p> <p>In accordance with Miscellaneous provisions set out at section 7 of the agreement, the owner shall pay to the Council on completion of this Deed the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.</p> <p>The owner shall pay to the Council on completion of this Deed a fee of five thousand, pounds (£5,000.00) as a contribution towards the Council's costs of monitoring the implementation of this Deed.</p> | |
| 4.0 | <p><u>Equality/Good Relations and Rural Needs Impact Assessments</u></p> | |
| 4.1 | Has an equality and good relations screening been carried out? | N/A |
| 4.2 | This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening | |
| 4.3 | Has a Rural Needs Impact Assessment (RNIA) been completed? | N/A |

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| 4.4 | This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening. | |
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| Appendices: | APPENDIX 1aCONF D – Section 76 Agreement APPENDIX 1bCONF D – Footbridge Agreement APPENDIX 1cCONF D – Footbridge Licence |
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Dated

2024

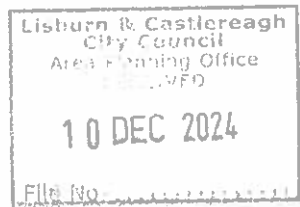
LISBURN & CASTLEREAGH CITY COUNCIL (1)

and

FRASER HOMES LIMITED (2)

and

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (3)



**PLANNING AGREEMENT UNDER SECTION 76 OF THE PLANNING ACT
(NORTHERN IRELAND) 2011 RELATING TO THE BARONSGRANGE
DEVELOPMENT, COMBER ROAD, CARRYDUFF, BT8 8AN**

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THIS DEED is made on the day of **March** 2024

BETWEEN

- (1) **LISBURN & CASTLEREAGH CITY COUNCIL** of Civic Centre, Lagan Valley Island, Lisburn, BT27 4RL ("the **COUNCIL**");
- (2) **FRASER HOMES LIMITED** of 72-74 Omagh Road, Dromore, Omagh, Northern Ireland, BT78 3AJ (the "**DEVELOPER**"); and
- (3) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** of 1 Donegal Square South, Belfast, BT1 5LR (the "**MORTGAGEE**").

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Planning Act (Northern Ireland) 2011 for the area in which the Property is situated.
- (B) The Developer is the freehold owner of the Property (except for part of the Phase 9B Lands comprised in Folio 32168 County Down owned by the Council) which is free from encumbrances save that part of the Phase 9A and Phase 9B Lands included in Folios DN247124 and DN263101, County Down which is subject to a charge and inhibition dated 7th June 2023 ("the Charge") in favour of The Governor and Company of the Bank of Ireland ("the Bank").
- (C) The Mortgagee has confirmed its consent to the Phase 9A Planning Application and the Phase 9B Planning Application and to this deed being registered on the Statutory Charges Register in accordance with Clause 9 below.
- (D) The Developer has made the Phase 9A Planning Application and the Phase 9B Planning Application and is proposing to carry out the Development upon the Property.
- (E) This deed seeks to secure: (1) the delivery of the Pedestrian Footbridge over the Carryduff River which will connect the Development with Carryduff Park; and (2) to secure a financial contribution for the improvement of footpaths in Carryduff Park in lieu of providing open space and play facilities in the Development. The delivery will be secured by the Developer's Covenants to the Council within Schedule 1 of this deed.
- (F) The Council having regard to the provisions of the Local Plan and to all other material considerations resolved at its meeting on 6 November 2023 to grant the Phase 9A Planning Permission and the Phase 9B Planning Permission on foot of the Phase 9A Planning Application and the Phase 9B Planning Application for the Development, subject to the prior completion of this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

"Base Rate" the higher of 2% and the base rate from time to time of the Bank of England.

"Bridge Agreement" The Bridge Agreement relating to the Property between (1) Lisburn and Castlereagh City Council and (2) Fraser Homes Limited in the form contained at Annex E of this Agreement and entered into prior to the completion of this Agreement.

"Commencement of Development" the carrying out in relation to the Development of any material operation as defined by section 63 of the Planning Act but disregarding for the purposes of this deed and for no other purpose, the following operations:

- demolition works;
- site clearance;
- ground investigations;
- site survey works;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Property.

Commence and **Commences** shall be construed accordingly.

"Commencement Date" the date the Commencement of Development occurs.

"Default Interest Rate" 2% per annum above the Base Rate.

"Development" the development of the Property authorised by the Phase 9A Planning Permission and the Phase 9B Planning Permission.

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| "Financial Contribution" | | the sum payable to the Council in accordance with Schedule 1 to this deed. |
| "Local Plan" | | Lisburn & Castlereagh Local Development Plan 2032. |
| "Licence Works" | for | A Licence for Works relating to the Property and made between (1) Lisburn and Castlereagh City Council and (2) Fraser Homes Limited form contained at Annex F of this Agreement and entered into prior to the completion of this Agreement. |
| "Occupation" | | <p>the physical use of land or buildings permitted by the Phase 9A Planning Permission and the Phase 9B Planning Permission but not including occupation by personnel engaged in construction or fitting out, or occupation for marketing and display, or occupation in relation to security operations.</p> <p>Occupy, Occupied and Occupier shall be construed accordingly.</p> |
| "Outline Bridge Specification" | | A report prepared by RPS Group dated 22 September 2022 (submitted to the Council on 23 December 2022) outlining the specification and maintenance requirements for the Pedestrian Footbridge. |
| "Pedestrian Footbridge" | | the pedestrian footbridge over the Carryduff River which will connect the Development with Carryduff Park as shown on the Plan at Annex D. |
| "Phase 9A Land" | | the lands outlined in red on the plan at Annex B that are comprised in Folios DN263101 , DN10963, DN247124, and DN254927 County Down. |
| "Phase Planning Application" | 9A | the application for full planning permission submitted to the Council on 24 th January 2022 for the <i>"Amendments to planning permission reference Y/2009/0160/F: reconfiguration of public open space on Baronsgrange Park and erection of 9 additional dwellings (6 no semi-detached and 3 detached) to support connectivity works"</i> (Reference LA05/2022/0247/F). |
| "Phase 9B Land" | | the lands outlined in red on the Plan at Annex C that are comprised in Folio DN263101, County Down (and Folio 32168 County Down owned by the Council). |
| "Phase Planning Application" | 9B | the application for full planning permission submitted to the Council on 24 th January 2022 for the <i>"Amendments to planning permission reference Y/2009/0160/F: construction of foot bridge across the Carryduff River between Baronsgrange Park and Carryduff Park and erection of 1 additional dwelling"</i> (Reference LA05/2022/0249/F). |

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| "Phase 9A Planning Permission" | the planning permission resolved to be issued by the Planning Committee of the Council on foot of the Phase 9A Planning Application. |
| "Phase 9B Planning Permission" | the planning permission resolved to be issued by the Planning Committee of the Council on foot of the Phase 9B Planning Application. |
| "Practical Completion Date" | the date when the project architect for the Development provides a practical completion certificate confirming the completion of the construction of the Development. |
| "Property" | the Phase 9A Land and the Phase 9B Land delineated in red on the plan at Annex A. |
| "Residential Unit(s)" | a building or part of a building constructed pursuant to the Phase 9A Planning Permission or the Phase 9B Planning Permission intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality for the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property or a detached dwelling house. |
| "VAT" | value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax. |
| "Working Day" | any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Northern Ireland. |

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to any party shall include:
- 1.7.1 that party's personal representatives, successors and permitted assigns;
and
 - 1.7.2 in the case of the Council the successors to its respective statutory functions;
and
 - 1.7.3 in the case of the Mortgagee, any appointed receiver, administrative receiver, administrator, or any other person appointed under any security documentation to enable the Mortgagee to realise its security.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning agreement for the purposes of section 76 of the Planning Act.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 76 of the Planning Act and are entered into by the Council, the Developer and the Mortgagee with the knowledge that they bind the interests held by those persons in the Property.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 76 of the Planning Act.
- 2.4 The covenants, restrictions and obligations contained in this deed are enforceable by the Developer in accordance with section 76 of the Planning Act.
- 2.5 Insofar as any of the covenants, restrictions or obligations contained in this deed are not planning obligations within the meaning of the Planning Act, they are entered into freely by the Council, the Developer and the Mortgagee pursuant to Article 8 of The

Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers with the intention that they bind the interests held by those persons in the Property, and their successors and assigns.

- 2.6 No planning obligation contained in this deed shall be binding on any land held by any of the statutory utilities for their operational purposes.

3. CONDITIONALITY

All obligations contained within this deed shall come into effect and bind the Property from the date of the Commencement of Development.

4. COVENANTS TO THE COUNCIL

The Developer covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1.

5. COVENANTS BY THE COUNCIL

The Council covenants with the Developer to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

6. MORTGAGEE'S CONSENT

- 6.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed, as if it had been executed and registered as a statutory charge prior to the creation of the Mortgagee's interest in the Property.
- 6.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.
- 6.3 Subject to the provisions of Clause 6.2, the Mortgagee accepts and acknowledges that it shall continue to be bound by the terms of this deed, in circumstances where the Mortgagee (or its successor(s) in title) has appointed a receiver, administrative receiver, administrator, or any other person appointed under any security documentation to enable the Mortgagee to realise its security.
- 6.4 Clauses 6.1 to 6.2 will apply equally to any future mortgagee from time to time holding a charge over the Property.

7. RELEASE

- 7.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property to which the breach relates, except in respect of any breach subsisting prior to parting with such interest.

- 7.2 Any individual occupier or purchaser of a Residential Unit within the Development shall not be held liable for a breach any breach of a covenant, restriction or obligation contained in this deed.

8. DETERMINATION OF DEED

- 8.1 The obligations in this deed shall cease to have effect if before the Commencement of Development the Phase 9A Permission and / or the Phase 9B Permission:

- 8.1.1 expires;
- 8.1.2 is varied or revoked other than at the request of the Developer; or
- 8.1.3 is quashed following a successful legal challenge (including on foot of an application for judicial review pursuant to Order 53 of The Rules of the Court of Judicature (NI) 1980).

9. STATUTORY CHARGE

This deed shall be registered as a statutory charge against all lands shaded blue in the plan contained at Annex G to this Agreement in the statutory charges register pursuant to section 245 of the Planning Act.

10. COUNCIL'S COSTS

The Developer shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, completion and registration of this deed.

11. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council by the date it is due under this deed, the Developer shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

12. OWNERSHIP

The Developer warrants that no person other than the Developer has any legal or equitable interest in the Property save for the Mortgagee (which consents to this deed) and the parties entitled to the benefit of easements for services registered against the Property (which do not hinder or prevent the Development of the Property).

13. REASONABLENESS

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

14. CANCELLATION OF ENTRIES

If this deed is determined pursuant to clause 8 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Developer or any successors in title cancel all entries made in the statutory charges register in respect of this deed.

15. DISPUTES

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the Deed will, except as otherwise expressly provided, be referred to the Courts of Northern Ireland for final determination and the parties agree that the Courts of Northern Ireland shall have exclusive jurisdiction in respect of all matters under or in connection with this Deed.

16. NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities. In particular, nothing in this deed shall fetter the powers of the Council under the Planning Act relating to its determination of any planning application lodged in the future relating to the Property.

17. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. FUTURE PERMISSIONS

- 18.1 This deed, to the extent outlined in Schedule restricts the use of the Property pursuant to the Phase 9A Planning Permission and the Phase 9B Planning Permission in accordance with Section 76 of the Planning Act unless otherwise agreed by amendment to this deed in accordance with the Planning Act.
- 18.2 Nothing in this deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (except for the Phase 9A Planning Permission and the Phase 9B Planning Permission or any modification, variation or amendment thereof pursuant to section 54 of the Planning Act which shall be so bound) granted after the date of the Phase 9A Planning Permission and the Phase 9B Planning Permission.

19. AGREEMENTS AND DECLARATIONS

19.1 The parties agree that:

- 19.1.1 nothing in this deed (including the covenants contained within Schedule 1 to this deed) constitutes a planning permission or an obligation to grant planning permission; and
- 19.1.2 nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

20. NOTICES

20.1 Any notice or other communication to be given under this deed must be in writing and must be:

- 20.1.1 delivered by hand; or
- 20.1.2 sent by pre-paid first class post or other next working day delivery service.

20.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

- 20.2.1 to the Council at the Council's Civic Headquarters, Lagan Valley Island, Lisburn, BT27 4RL marked for the attention of the Head of Planning;
- 20.2.2 to the Developer at the address shown in this agreement,
or as otherwise specified by the relevant party by notice in writing to each other party;
and,
- 20.2.3 to the Mortgagee at the address shown in this agreement.

20.3 Any notice or other communication given in accordance with clause 20.1 and clause 20.2 will be deemed to have been received:

- 20.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- 20.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9 a.m. on the second Working Day after posting.

20.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

22. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL OF THE COUNCIL
was affixed in the presence of:

Authorised Signatory:

Executed as a deed by

FRASER HOMES LIMITED acting by a

director in the presence of:

Derek Keys.

Director

Kim Cunningham

SIGNATURE OF WITNESS

NAME

KIM CUNNINGHAM

ADDRESS

47 TULLYBRANNIGAN ROAD, NEWCASTLE BT33 0HS

OCCUPATION

COMPANY ACCOUNTANT

Basil John O'Malley

BASIL JOHN O'MALLEY

18 LAGAN ROAD MORTMOUTH BT67 0QS

RETIRED BANKER

Executed as a Deed under
the Corporate Seal of The Governor
and Company of the Bank of Ireland as
security trustee for each of the Governor
and Company of the Bank of Ireland and
Bank of Ireland (UK) PLC
In the presence of:

.....
SIGNATURE OF WITNESS
NAME
ADDRESS
OCCUPATION

688/24

Present when the Common Seal of
**THE GOVERNOR AND COMPANY
OF THE BANK OF IRELAND**
was affixed hereto:-

James Kemp Authorised Signatory
James Kemp, Bank Supervisor
Operations Centre, Cabinteely, Dublin 18

IN THE PRESENCE OF:

Robert McElroy Signature of Witness
Robert McElroy Print Name Here

Occupation: Bank Official
Bank of Ireland, Operations Centre, Cabinteely, D18

SCHEDULE 1 COVENANTS TO THE COUNCIL

The Developer covenants with the Council as follows:

1. PEDESTRIAN FOOTBRIDGE

- 1.1 Prior to Commencement of Development of the Phase 9A Planning Permission and prior to Occupation of the Residential Unit as permitted by the Phase 9B Planning Permission, the Developer shall construct the Pedestrian Footbridge in accordance with the Phase 9B Permission and in accordance with the terms of the Bridge Agreement, Licence for Works and Outline Bridge Specification.
- 1.2 To maintain the Pedestrian Footbridge in accordance with the Outline Bridge Specification and the Bridge Agreement until the expiry of or earlier termination of the Bridge Agreement or if earlier the date the Pedestrian Footbridge is dismantled, removed and / or transported at the request of the Council.

2. FINANCIAL CONTRIBUTION

- 2.1 On or before the Practical Completion Date to pay to the Council the sum £35,000 (thirty five thousand pounds) towards the cost of the improvement of public footpaths in Carryduff Park in lieu of providing open space and play facilities in the Development.

3. MONITORING FEE

- 3.1 On or before the date of Commencement of Development, the Developer shall pay to the Council a monitoring fee in the sum of £5,000 for the purposes of monitoring compliance with agreement.

4. BRIDGE AGREEMENT

- 4.1 The Developer has entered into the Bridge Agreement in the form set out in Annex E prior to the completion of this Agreement.

5. LICENCE FOR WORKS

- 5.1 The Developer has entered into the Licence for Works in the form set out in Annex F prior to the completion of this Agreement.

SCHEDULE 2

COVENANTS BY THE COUNCIL

The Council covenants with the Developer as follows:

1. ACCESS

- 1.1 To permit access to the Developer and its contractors as required to Carryduff Park for the purpose of constructing and maintaining the Pedestrian Footbridge in accordance with the terms of the Bridge Agreement.

2. FINANCIAL CONTRIBUTION

- 2.1 To pay the Financial Contribution into a separately identified section of the Council's combined accounts as soon as reasonably practicable.
- 2.2 Not to use any part of the Financial Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 2.3 In the event that the Financial Contribution has not been spent or committed for expenditure by the Council within 3 years following the date of receipt of the Financial Contribution, to refund to the Developer any part of the Financial Contribution which has not been spent or committed for expenditure, together with any accrued interest.

3. BRIDGE AGREEMENT

- 3.1 The Council has entered into the Bridge Agreement in the form set out in Annex E prior to the completion of this Agreement.

4. LICENCE FOR WORKS

- 4.1 The Council has entered into the Licence for Works in the form set out in Annex F prior to the completion of this Agreement.

ANNEX A – PLAN 1 – THE PROPERTY



Lands at Carryduff Park
Comber Road
Carryduff

Phase 9 - Overall Map of Ground 1:2500

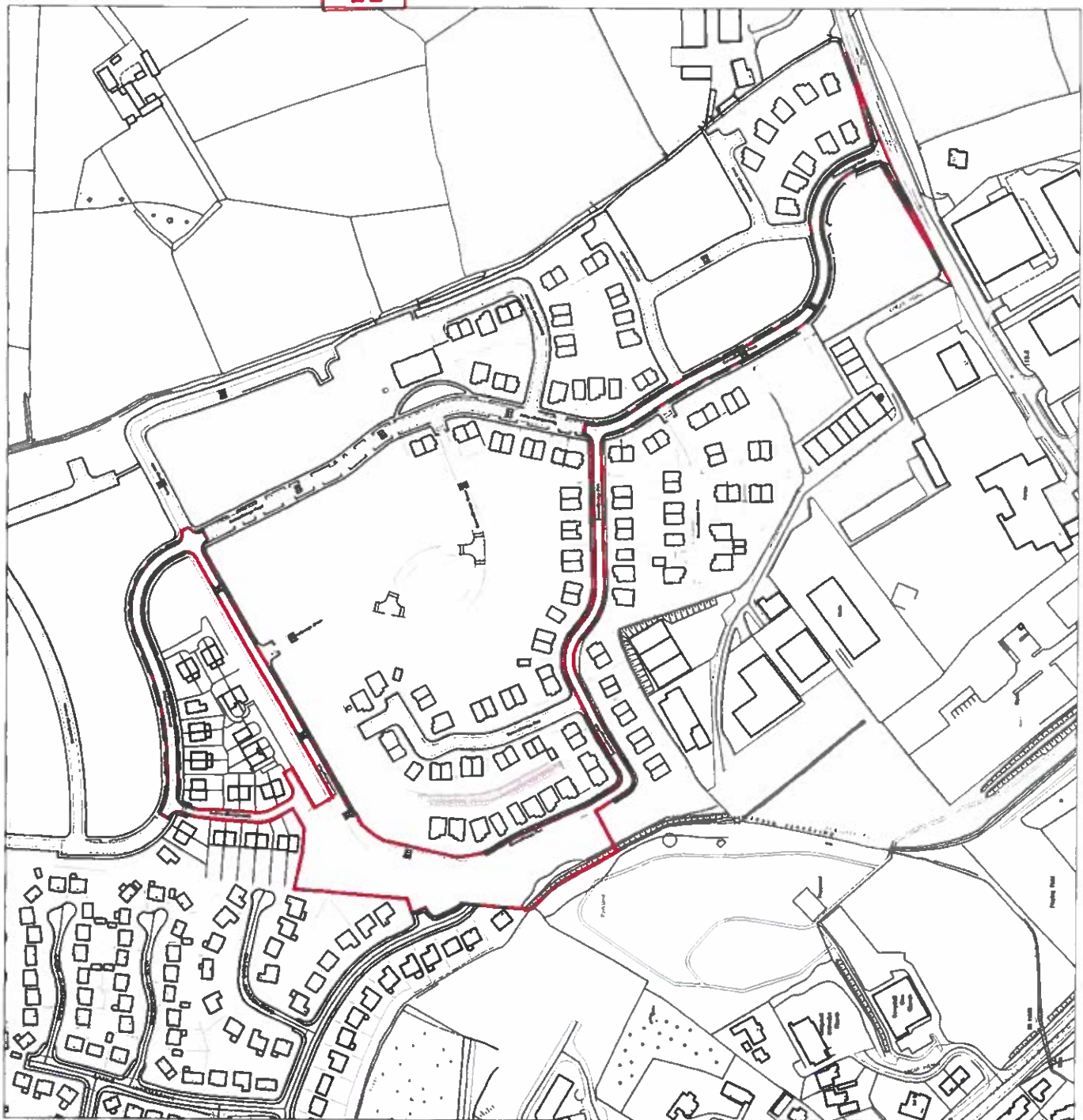
ANNEX B –PHASE 9A LAND



WCC
Walsham &
Quintborough
City Council

Drawing No. 01

26 JAN 2022
LA 05/22/024



REV DATE REVISION

ISSUED



SITE
EXPRESS

11 Baldry Street
Co. Down BT20 2AR
Northern Ireland
Telephone: 028 30 21 111
Email: info@siteexpress.co.uk

PROJECT
Residential Development
Barons Grange Phase 9
Carraduff

2613/9/P-S-001

PHASE 9A

Site Location Map

Scale

1:2500

N/M/N/O

June 2021

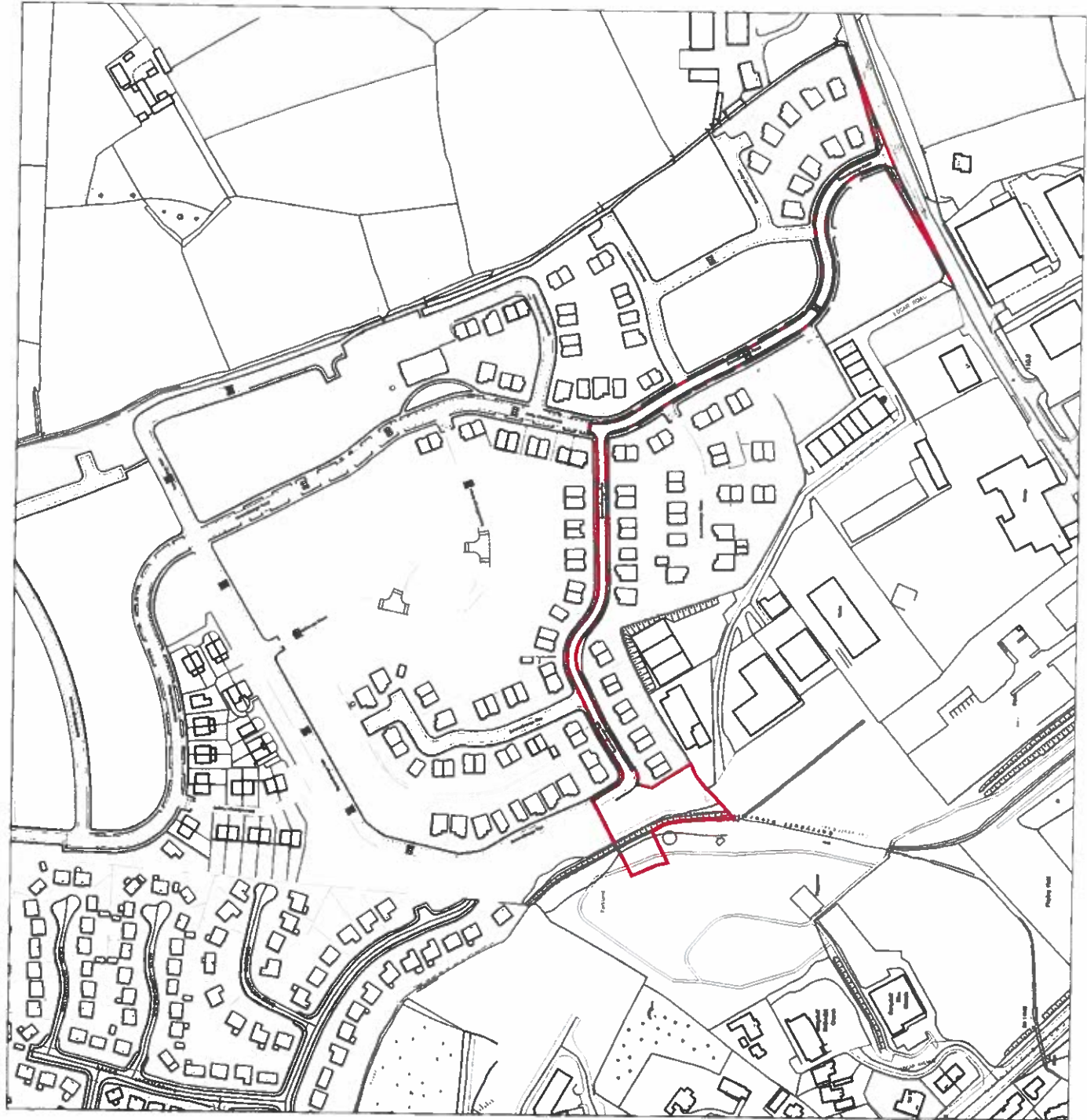
Fraser Homes Ltd

Drawn by

Checked by

Approved by

ANNEX C –PHASE 9B LAND



North

Broomfield & Castle Leazes
 Area Planning Office
 24 JAN 2022
 14.0.5 / 2.2.1.0.49

Drawing No. 01
 WCC
 Warrington & Chester City Council

ANY DATE REVISION
 DRAWN: 04/02/2021

SITE EXPRESS
 11 Kings Road
 Warrington, Cheshire WA9 7JY
 Tel: 01928 541111
 Email: info@siteexpress.co.uk

Project:
 Residential Development
 Barons Grange Phase 9
 Carryduff
 2613/9/P-S-002
 Site Location Map
 PHASE 9B
 Client:
 Fraser Homes Ltd
 17/5/2020
 NIMINO

DATE
 June 2021

ANNEX D –PEDESTRIAN FOOTBRIDGE



Lands at Carryduff Park
Comber Road
Carryduff



Site Location Plan 1:1250



Map of Ground 1:500

ANNEX E – BRIDGE AGREEMENT

Dated the day of 2024

LISBURN AND CASTLEREAGH CITY COUNCIL (1)

and

FRASER HOMES LIMITED (2)

BRIDGE AGREEMENT

Property at Comber Road, Carryduff

facilitating Baronsgrange Development

LAND REGISTRY

FOLIOS: DN263101, DN10963, DN247124 and DN25492

COUNTY: DOWN

REGISTERED OWNER: FRASER HOMES LIMITED

FOLIO: 32168

COUNTY: DOWN

REGISTERED OWNER: LISBURN AND CASTLERAGH CITY COUNCIL

THIS AGREEMENT is dated the day of 2024

Parties

- (1) **LISBURN AND CASTLEREAGH CITY COUNCIL** having its office at Lagan Valley Island, Lisburn BT27 4RL ("**the Council**") (which for the purposes of this agreement shall include its successors and assigns)
- (2) **FRASER HOMES LIMITED** of 72-74 Omagh Road, Dromore, Omagh, Northern Ireland, BT78 3AJ ("**Fraser Homes**") (which for the purposes of this agreement shall include its successors in title and assigns)

BACKGROUND

- (A) Fraser Homes and the Council are the owners of neighbouring properties.
- (B) Fraser Homes at the request of the Council has agreed to install the Bridge on the Property and a part of the Adjoining Property. The Bridge includes the foundations and structural supports, in accordance with Drawing No's P9B/1600 (dated Jan 2022)) attached hereto at Annex B and the parties hereto entered into a Licence for Works dated [] ("**the Licence**") to effect the said installation. The Council and Fraser Homes accept that the Bridge is to be used for public pedestrian access between the Property and the Adjoining Property.
- (C) The Council has agreed, on the terms and subject to the conditions in this agreement, to allow Fraser Homes to maintain and use the Bridge on the Adjoining Property so as to allow a portion of the Bridge to traverse the air space above the Adjoining Property so that it oversails the Adjoining Property and to permit the foundations and structural supports situate on the Adjoining Property as reflected in the above referenced drawing.

Agreed terms

1 INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Adjoining Property: means the lands situate at Carryduff Park, Eastbank Road, Carryduff, Belfast, County Down BT8 8DQ and comprised in Land Registry folio 32168 County Down and shown on the Plan coloured pink together with that portion of the airspace above to facilitate a portion of the Bridge;

CDM Regulations: means the Construction (Design and Management) Regulations (Northern Ireland) 2016;

Competent Authority: means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers;

Bridge: means the Bridge which Fraser Homes installed on the Property and which traverses the Adjoining Property and includes all Foundations and Supports;

Conduits means all drains, pipes, gullies, gutters, sewers, ducts, mains, channels, subways, wires, cables, conduits, flues and any other conducting media of whatsoever nature and other similar transmission media and installations and ancillary apparatus;

Deed of Covenant: a deed of covenant in favour of the Council or the owner or owners from time to time of the Adjoining Property or any part of it containing an obligation to observe covenants in the same terms as the Property Owners Obligations contained at clause 4 with such minor modifications as the Council may agree;

Foundations and Supports: means all foundations and supports as shown as per the attachments at Annex B and any subsequent alteration and/or replacement foundations and supports as may now or at any time in the future be situated on the Adjoining Property;

Necessary Consents: means all planning permissions and all other consents, agreements, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the erection, use, maintenance, inspection, transportation, dismantling and removal of the Bridge;

Plan: means the plan attached to this agreement at Annex A;

Property: means all that portion of the land and premises contained within folios DN263101 , DN10963, DN247124, and DN254927, all County Down shown edged red and coloured blue on the Plan in the ownership of Fraser Homes but excluding the ten individual dwelling house sites with gardens to be constructed in accordance with layouts approved by planning approval notices LA05/2022/0247/F and LA05/2022/0249/F;

Term: means the period of 999 years from the earlier of (a) date of this Agreement or (b) the date Fraser Homes commences the Works in accordance with the notified start date under the Licence ;

Termination Date: means the earliest of:

- (a) the end of the period of 999 years from the date of this Agreement;
- (b) the date when the Bridge is dismantled, removed and transported from the Property in accordance with this agreement; and/or
- (c) the date this agreement is terminated in accordance with clause 8.

Termination Notice: means the written notice served by the Council on Fraser Homes to terminate this agreement in accordance with clause 8;

Third Party Insurance: means fully comprehensive public liability insurance in a sum not less than £10 million for each and every claim arising in respect of this agreement and/or the Bridge Works and/or the erection, operation, maintenance, dismantling, transportation and removal of the Bridge;

Maintenance Strip : means the 10 metre strip of land shown edged red and coloured green on the Plan within the Adjoining Property which Fraser Homes requires to maintain the Bridge and includes that portion comprising the airspace above the said lands;

Utilities: means water, soil, steam, air, electricity, radio, television, telegraphic, telephone, telecommunications and other services and supplies of whatsoever nature;

Working Day: means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday;

Works: means the maintenance works required to be carried out to the Bridge to ensure it remains fit for purpose;

- 1.2 clause headings do not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The annexes form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the annexes.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns (as applicable) and references to any party shall include the party's personal representatives, successors and permitted assigns (as applicable).
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes email.
- 1.11 A reference to this agreement or to any other agreement, agreement or document referred to in this agreement is a reference to this agreement or such other agreement, agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2 AGREEMENT TO OVERSAIL

2.1 In consideration of:

- 2.1.1 the sum of £1.00 (if demanded) to be paid on the 1st day of January in each year of the Term, by the registered owner of the Property to the Council; and

2.1.2 the obligations on Fraser Homes contained in this agreement;

the Council grants licence for the Term to Fraser Homes to allow that portion of the Bridge (but not those portions of the Bridge situate on or oversailing the Property as such falls outside the power of the Council) and any pedestrians of the Bridge to enter and pass through the Bridge and further permits the oversail of the Bridge across that part of the Adjoining Property upon which the Bridge is currently located upon the terms of this agreement and further permits the siting of the Foundations and Supports TOGETHER WITH the right for Fraser Homes and its appointed contractors to have full and free access at all times to such part of the Maintenance Strip with or without equipment and vehicles for the purposes of maintaining, repairing, replacing, and altering the Bridge PROVIDED THAT not less than 28 days prior written notice is provided to the Council HOWEVER the said notice period shall not be required in the event of emergencies involving immediate or imminent danger to the general public and / or bridge users or in the event of immediate or imminent risk to the structural integrity of the Bridge AND FURTHER access on foot for the purposes of inspecting or for effecting routine repairs cleaning and maintenance shall not require any said notice;

2.2 The rights granted by clause 2.1 of this agreement may only be exercised by the registered owner for the time being of the Property:

2.2.1 for the purposes of enabling public pedestrian access across the Bridge and along the Carryduff River.

3 AGREEMENT PERIOD

This agreement will run for the duration of the Term and shall terminate on the Termination Date.

4 PROPERTY OWNER OBLIGATIONS

4.1 Fraser Homes (which for the avoidance of doubt shall include the registered owner of the Property) agrees and shall ensure that during the Term and until the Bridge is removed and transported away from the Property and the Adjoining Property:

4.1.1 the Bridge shall be kept in good order and condition and maintained in full compliance with the maintenance and operating instructions of the manufacturer, and the Necessary Consents;

4.1.2 no advertising material, lighting or other fixture may be attached to the Bridge without the consent of the Council (such consent not to be needed in respect of any matter relevant to statutory compliance and in all other cases not to be unreasonably withheld or delayed);

4.1.3 the Bridge shall be maintained in good repair and condition to the reasonable satisfaction of the Council and so as not to interfere with the convenience of persons using the Maintenance Strip with appropriate treatment or removal of any growth trees or vegetation which might interfere with the structure or use of the Bridge AND in connection with this obligation Fraser Homes acknowledges that the Council shall not provide additional resources and the Council is not responsible for litter collection or safeguarding against the possibility of anti-social behaviour at the Bridge and Fraser Homes (which shall include successor in title) shall deploy its own resources in connection with installation and general maintenance of the Bridge (as necessary);

4.1.4 it shall take all reasonable steps to ensure that the surface of the Bridge is adequately drained, to the reasonable satisfaction of the Council;

4.1.5 to erect appropriate signage to confirm that the Bridge shall be for pedestrian and cyclist use only; the Bridge shall be inspected annually by an appropriately qualified and experienced person and that any recommendations made to carry out any works or remedy any defects that are necessary to put and keep the Bridge safe and in proper order are implemented as soon as reasonably practicable but without delay in relation to any potential danger to the public;

- 4.1.6 the security and structural integrity of the Adjoining Property is not compromised by the erection of the Bridge;
- 4.1.7 As soon as reasonably possible to make good any physical damage caused to the Adjoining Property (including any buildings, fixtures or other permanent or temporary structures on it) or to any person or to any goods, chattels or equipment on the Adjoining Property arising directly out of or resulting from the Bridge or the erection, maintenance, repair (including works required in an emergency) dismantling, transportation and removal of the Bridge to the reasonable satisfaction of the Council and Fraser Homes shall reinstate the Adjoining Property in the event of emergency works or works deemed required to the Bridge & its Foundations and Supports to the reasonable satisfaction of the Council.
- 4.2 Fraser Homes shall use reasonable endeavours to minimise any excessive noise, inconvenience, damage or disturbance to the Adjoining Property resulting from the Works.
- 4.3 Fraser Homes shall not affect the Works without procuring that all reasonable and proper precautions are taken to ensure that the Bridge is secured and operated so as to prevent it, or any load carried by it or debris, from falling onto the Adjoining Property.
- 4.4 On any termination of this agreement Fraser Homes (meaning the then registered owner of the Property) shall dismantle the Bridge on the Property and the Adjoining Property and shall remove and transport the Bridge away from the Adjoining Property and the Property:
- 4.4.1 in a good and workmanlike manner consistent with the best practice and with the degree of skill, care and diligence as is reasonably to be expected of a skilled competent and properly qualified professional person experienced in erecting, dismantling and removing the Bridge;
- 4.4.2 in full compliance with
- (a) all Necessary Consents; and
- 4.4.3 in accordance with the reasonable requirements of the Council and its insurers as notified to Fraser Homes in writing and in a manner so as to cause as little nuisance and inconvenience as reasonably possible to the Council.
- 4.4.4 While excavating any works to the bridge, Fraser Homes must fence and guard the Maintenance Strip beneath the works
- 4.5 The Council may at any time instruct an independent engineer to inspect the Bridge and sufficient access shall be given to the Bridge and the Property for such purpose.
- 4.6 The registered owner of the Property shall ensure that the dismantling works are completed to the satisfaction of the Council and shall notify the Council once the Bridge is no longer needed.
- 4.7 The registered owner of the Property covenants with the Council, for the benefit of the Council's Adjoining Property and each and every part of it, not to transfer the whole or any part of the Property without first procuring that the donee enters into a Deed of Covenant with, and supplies the same to, the owner or owners from time to time of the Adjoining Property or any part of it.
- 4.8 The registered owner of the Property consents to the entry of the following restriction against the title to the Property at the Land Registry of Northern Ireland following the registration of this deed and shall provide the Council with all necessary assistance and/or documentation to permit entry of the restriction:
- 4.8.1 "No transfer of the registered estate (of those parts of the lands comprised in folios DN263101 DN10963, DN247124 and DN254927, all County Down outlined in red on the map attached to this

Inhibition application that is not a private dwelling or garden or part thereof) by the proprietor of the registered estate is to be registered without a written consent signed by Lisburn and Castlereagh City Council of Lagan Valley Island, Lisburn BT27 4RL.

- 4.9 The Council covenants with the registered owner of the Property that, immediately upon receipt of a Deed of Covenant properly executed by the person to whom a transfer is being made, the Council shall provide the consent required by the restriction in Clause 4.8.

5 HEALTH AND SAFETY

- 5.1 Fraser Homes and the registered owner of the Property shall comply with, and shall procure that its agents, servants, workmen and licensees comply with their obligations under the Health and Safety at Work (Northern Ireland) Order 1978 and the CDM Regulations.

6 INDEMNITY

- 6.1 Fraser Homes shall for the first 3 years of the Term indemnify the Council, and thereafter it shall be the responsibility of the registered owner of the Property, to indemnify the Council against any of the following events arising out of the installation of the Bridge or the failure to maintain the Bridge or arising during the dismantling, and removal of the Bridge or any breach of or non-compliance with any of the terms of this agreement including any wrongful act, neglect or default of Fraser Homes, its agents, servants, workmen or licensees in installing, maintaining, or dismantling the Bridge:

6.1.1 any damage or injury or death sustained by the Council or any other person; or

6.1.2 any loss of or damage incurred to the Adjoining Property or to any property of the Council (including any buildings, fixtures or other permanent or temporary structures or to any goods, chattels or equipment) on the Adjoining Property; or

6.1.3 all actions, proceedings, claims, demands, losses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), damages, losses, expenses and liability brought against, suffered or incurred by the Council as a direct consequence of the events mentioned in this clause 6.1; or

6.1.4 any act or omission of Fraser Homes, or any workers, contractors or agents of Fraser Homes or person at the Property with the actual or implied authority of Fraser Homes

7 INSURANCE

- 7.1 During the Term and until the Bridge is removed and transported from the Property and the Adjoining Property, Fraser Homes shall maintain public liability, employer's liability and Third Party Insurance in respect of the Bridge and Maintenance Strip and to supply not more than once in any calendar year to the Council on demand evidence of their existence and the last premium receipt..

- 7.2 In the event of damage being caused to the Property, the Bridge or the Maintenance Strip whether by an insured event, an event for which Criminal Damage Compensation is or may be payable, or for any other event whatsoever, Fraser Homes agrees to reinstate the Property the Bridge or the Maintenance Strip that has been damaged and to make up any deficiency from its own resources (provided all proceeds of insurance and or any compensation available in respect of such matters shall belong solely to Fraser Homes);

- 7.3 The parties acknowledge that the Council need not maintain insurance in relation to the Bridge and/or the Works and that the Bridge and the erection, operation, maintenance, dismantling, transportation and removal of the Bridge are at the entire risk of Fraser Homes.

8 TERMINATION

8.1 The Council may serve a Termination Notice on Fraser Homes if any of the following events occur:

8.1.1 Fraser Homes commits any breach of this agreement which is not capable of remedy; or

8.1.2 Fraser Homes commits any breach of this agreement which is capable of remedy and Fraser Homes fails to remedy the breach within a reasonable period as specified by the Council in their notice to Fraser Homes requiring Fraser Homes to remedy the same.

8.2 Service of a Termination Notice shall terminate Fraser Homes rights under this agreement with immediate effect but shall be without prejudice to:

8.2.1 any antecedent breach of this agreement by either Fraser Homes or the Council and any right or remedy of either party arising from such a breach;

8.2.2 the ongoing obligations of Fraser Homes in relation to the dismantling, transport and removal of the Bridge; and

8.2.3 the ongoing obligations of Fraser Homes to maintain Third Party Insurance in accordance with clause 7.

9 THE COUNCIL'S LIABILITY

To the extent permitted by law the grant of this agreement is without any liability on the part of the Council or its professional advisers (if any) in relation to or arising from this agreement and/or the Bridge and/or the works or the erection, maintenance, dismantling, transportation and removal of the Bridge and any such grant shall not limit exclude or modify the duties and liabilities of Fraser Homes under this agreement or under the requirements of any Competent Authority or otherwise.

10 COUNCIL'S RIGHTS

10.1 Fraser Homes hereby grants the following rights in favour of the Council and Adjoining Property ("Council Rights"):

10.1.1 The right of light and air to the extent those rights are capable of being enjoyed at any time during the Term.

10.1.2 The right to enter the Property for any other purpose mentioned in or connected with:

(a) this agreement;

(b) the Council Rights contained in this clause 10; or

(c) the Council's interest in the Adjoining Property or any neighbouring property in which the Council acquires an interest during the Term;

10.1.3 The right to the passage and running of the Utilities through any relevant Conduits which are now, or may at any time be in, under, or over the Property;

10.1.4 The right to enter the Property in order to:-

(a) inspect, clean, maintain, repair, connect, remove, lay, renew, relay, replace, alter or execute any works whatsoever to, or in connection with, any of the Conduits or any other services;

(b) execute repairs, alterations or any other works; or

- (c) do anything which the Council may do under this agreement;

PROVIDED the Council shall reinstate the Property and make good any damage caused to the Property by the exercise of such rights to the reasonable satisfaction of Fraser Homes and the rights granted by this clause 10.1.4 shall not be exercised by the Council in any way that restricts impedes or interferes with the structural integrity of the use of or access to the Bridge.

- 10.1.5 At any time during the Term, the full and free right to build, rebuild, alter or develop the Adjoining Property or any neighbouring or adjoining property in which the Council acquires an interest during the Term as the Council may think fit.
- 10.1.6 The right to erect scaffolding at the Adjoining Property and attach it to any part of the Bridge in connection with any of the Council Rights contained in this clause 10 provided it is removed without unreasonable delay on completion of the purpose for which it is erected and the use of the Bridge is maintained at all times
- 10.1.7 To permit the Council or its agents with or without workmen and others at all reasonable times to enter the Property for the purpose of viewing and/or surveying the state of repair and condition of the Bridge or the Maintenance Strip and if the Council or its agents shall give notice in writing to the registered owner of the Property of any defects and wants of repair thus found to repair and make good the same within the period of 3 months after such notice (or forthwith if requisite) according to the covenants on the registered owner of the Property part set out in this Agreement;
- 10.1.8 The Council Rights contained in this clause 10:
- (a) Are granted notwithstanding that the exercise of any of the Council Rights or the Works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property but not so as to materially prejudice the further development of the Baronsgrange housing development which includes the Property in accordance with planning approvals currently in place or hereafter obtained by Fraser Homes
- (b) May be exercised by:
- (i) the Council; and
- (ii) anyone authorised by the Council.
- (c) Are granted to the extent possible for the benefit the Adjoining Property .

11 COSTS

- 11.1 Fraser Homes shall pay to the Council on a full indemnity basis all costs, fees, charges and expenses (together with VAT and disbursements) of the Council (including such costs and expenses of their professional advisers) relating to this agreement and all matters arising from it including:
- 11.1.1 the reasonable costs in relation to the negotiation and completion of this agreement;
- 11.1.2 the reasonable costs properly vouched of the Council in monitoring the exercise of the rights during the construction of the Works as conferred on Fraser Homes by this agreement.
- 12.1 Fraser Homes may assign the benefit of this agreement to a properly incorporated residents' management company established for the benefit of and to take ownership of the Property once residential units constructed on the Property have been sold or otherwise occupied and may otherwise assign the benefit of this agreement subject to the Council's prior written consent (such consent not to be unreasonably withheld or delayed).

- 12.2 If Fraser Homes transfers, leases or otherwise disposes of its interest in the Property which includes the Bridge (but for the avoidance of doubt not any private dwelling house garden or part thereof) after development of the Property it shall procure that the purchaser, tenant or disponent shall at the same time enter into a Deed of Covenant with Fraser Homes and the Council to observe the terms of this agreement.

13 NO EXCLUSIVE POSSESSION

For the avoidance of doubt, it is hereby acknowledged that at no time during the Term will Fraser Homes enjoy the right to exclusive possession of the Adjoining Property and/or the Maintenance Strip and that this agreement confers no rights of light or air or any easement whatsoever.

14 NOTICES

- 14.1 All notices given by either party under or in connection with this agreement must be in writing, and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery, to the other party at its registered office or last known address.

- 14.2 Any notice shall be deemed to have been received:

14.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

14.2.2 if sent by registered post or recorded delivery, at 10.00 am on the Working Day after posting or at the time recorded by the delivery service; and

- 14.3 A notice given under this agreement is not valid if sent by email.

15 POST COMPLETION

- 15.1 On completion of the sale of the final residential dwelling or any part thereof located on the Property, Fraser Homes will transfer its residual interest in the Property which includes the Bridge to Baronsgrange Carryduff Management Company Limited (Company No. NI639489).

16 RIGHTS OF THIRD PARTIES

No one other than a party to this agreement their successors and permitted assignees shall have any right to enforce any of its terms

17 GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland.

18 JURISDICTION

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

19 SDLT AND REGISTRATION

Fraser Homes will pay if applicable any stamp duty land tax payable as a result of the grant of this Agreement and will, as soon as may be practicable, register this Agreement in the Land Registry of Northern Ireland and pay all registration fees that become payable as a result of such application.

This agreement has been entered into on the date stated at the beginning of it.

The **COMMON SEAL** of
LISBURN AND CASTLEREAGH CITY COUNCIL

was affixed in the presence of:

Authorised Officer

(Witness 1 Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)

(Witness 2 Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)

EXECUTED as a **DEED** by
FRASER HOMES LIMITED acting by a
director in the presence of:

.....
Director

(Witness 1 Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)

(Witness 2 Signature)

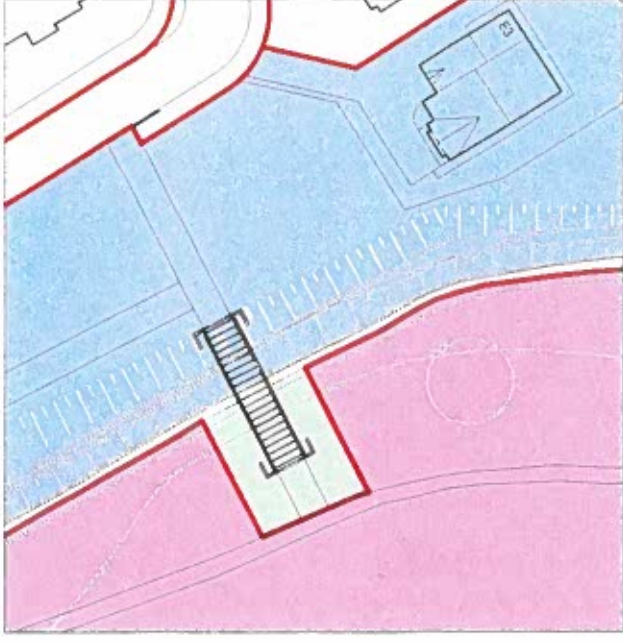
(Witness' Name)

(Witness' Address)

(Witness' Occupation)

ANNEX A

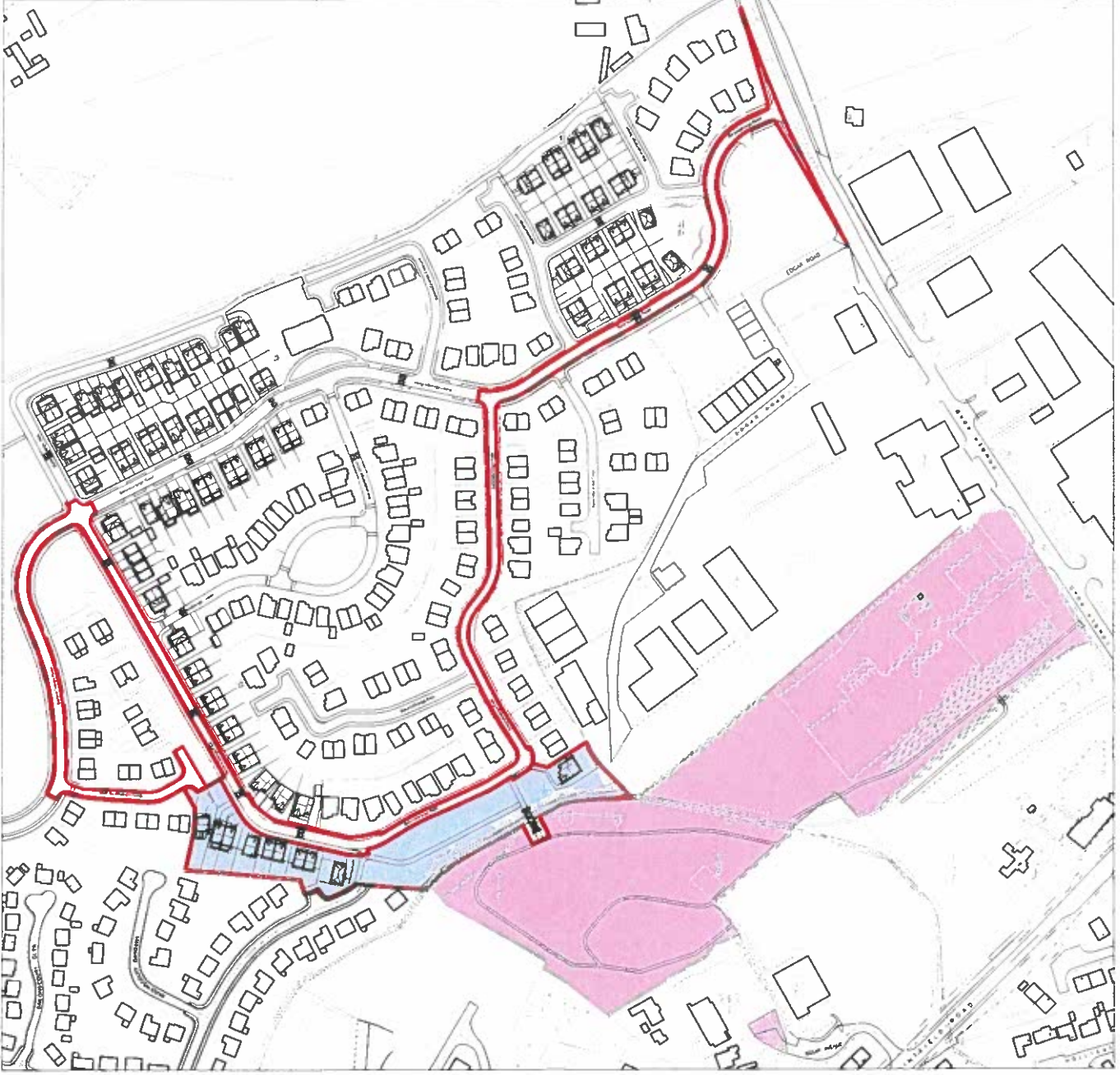
'Plan'



Map of Ground 1:500



Lands at Carryduff Park
Comber Road
Carryduff

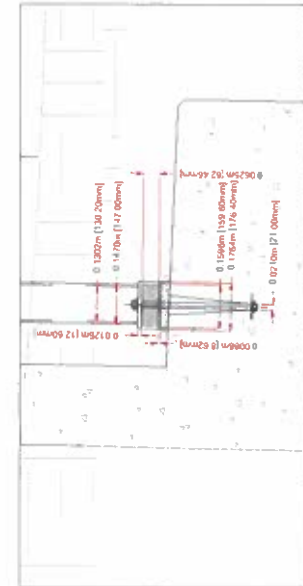


Phase 9 - Overall Map of Ground 1:2500

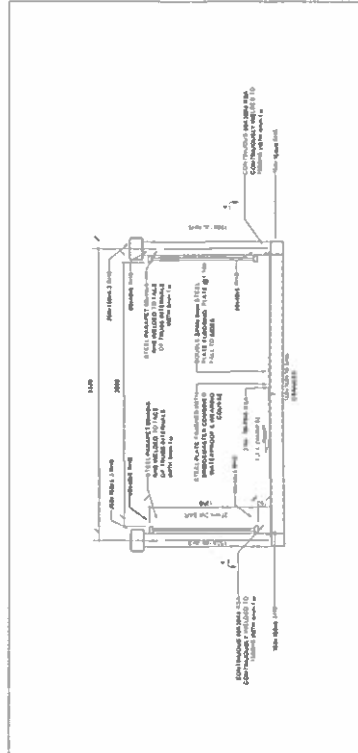
ANNEX B

'Drawing'

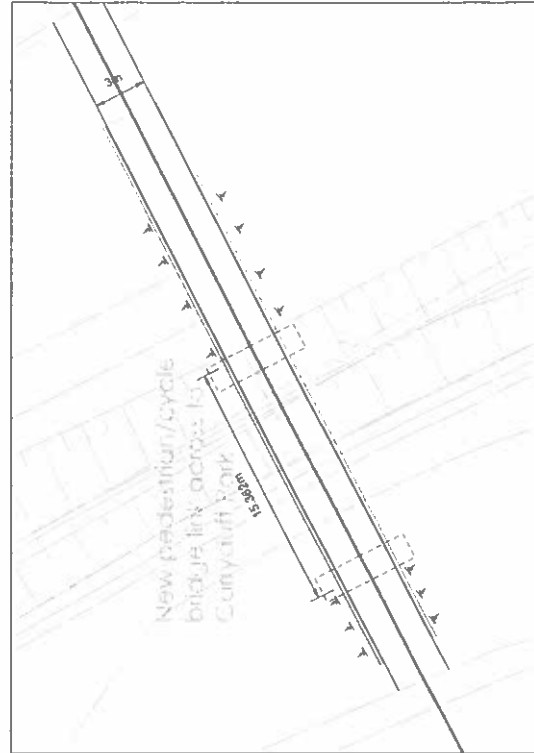
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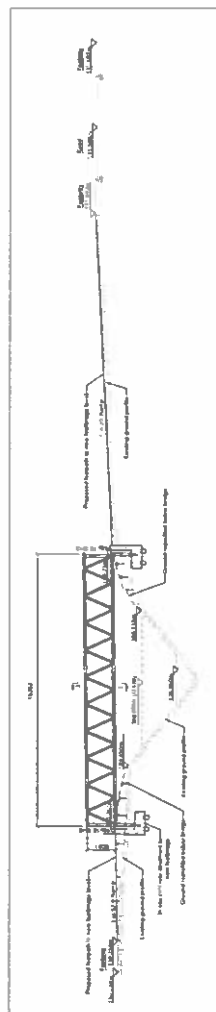
Base Details for Section 1-1 & Section 2-2



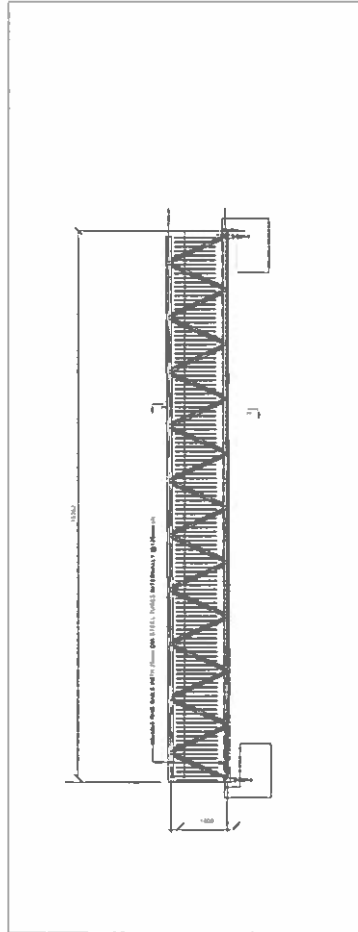
Section 3-3 1:20



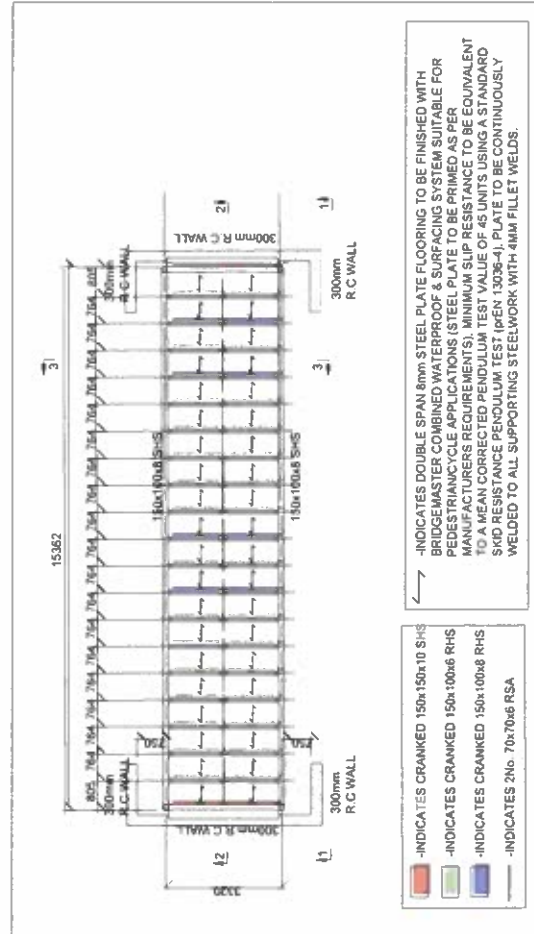
Plan of Proposed Footbridge 1:100



Section 1-1 - Proposed Footbridge Elevation 1:100
(Pedestrian parapet omitted for clarity)



Section 2-2 1:50



Section 4-4 1:50

| | |
|--------------------------|-------------------------|
| 1. Client: [Redacted] | 2. Date: [Redacted] |
| 3. Project: [Redacted] | 4. Location: [Redacted] |
| 5. Design: [Redacted] | 6. Scale: [Redacted] |
| 7. Author: [Redacted] | 8. Date: [Redacted] |
| 9. Review: [Redacted] | 10. Date: [Redacted] |
| 11. Approval: [Redacted] | 12. Date: [Redacted] |
| 13. Revision: [Redacted] | 14. Date: [Redacted] |
| 15. Revision: [Redacted] | 16. Date: [Redacted] |
| 17. Revision: [Redacted] | 18. Date: [Redacted] |
| 19. Revision: [Redacted] | 20. Date: [Redacted] |
| 21. Revision: [Redacted] | 22. Date: [Redacted] |
| 23. Revision: [Redacted] | 24. Date: [Redacted] |
| 25. Revision: [Redacted] | 26. Date: [Redacted] |
| 27. Revision: [Redacted] | 28. Date: [Redacted] |
| 29. Revision: [Redacted] | 30. Date: [Redacted] |
| 31. Revision: [Redacted] | 32. Date: [Redacted] |
| 33. Revision: [Redacted] | 34. Date: [Redacted] |
| 35. Revision: [Redacted] | 36. Date: [Redacted] |
| 37. Revision: [Redacted] | 38. Date: [Redacted] |
| 39. Revision: [Redacted] | 40. Date: [Redacted] |
| 41. Revision: [Redacted] | 42. Date: [Redacted] |
| 43. Revision: [Redacted] | 44. Date: [Redacted] |
| 45. Revision: [Redacted] | 46. Date: [Redacted] |
| 47. Revision: [Redacted] | 48. Date: [Redacted] |
| 49. Revision: [Redacted] | 50. Date: [Redacted] |
| 51. Revision: [Redacted] | 52. Date: [Redacted] |
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| 55. Revision: [Redacted] | 56. Date: [Redacted] |
| 57. Revision: [Redacted] | 58. Date: [Redacted] |
| 59. Revision: [Redacted] | 60. Date: [Redacted] |
| 61. Revision: [Redacted] | 62. Date: [Redacted] |
| 63. Revision: [Redacted] | 64. Date: [Redacted] |
| 65. Revision: [Redacted] | 66. Date: [Redacted] |
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| 73. Revision: [Redacted] | 74. Date: [Redacted] |
| 75. Revision: [Redacted] | 76. Date: [Redacted] |
| 77. Revision: [Redacted] | 78. Date: [Redacted] |
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| 81. Revision: [Redacted] | 82. Date: [Redacted] |
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| 87. Revision: [Redacted] | 88. Date: [Redacted] |
| 89. Revision: [Redacted] | 90. Date: [Redacted] |
| 91. Revision: [Redacted] | 92. Date: [Redacted] |
| 93. Revision: [Redacted] | 94. Date: [Redacted] |
| 95. Revision: [Redacted] | 96. Date: [Redacted] |
| 97. Revision: [Redacted] | 98. Date: [Redacted] |
| 99. Revision: [Redacted] | 100. Date: [Redacted] |

ANNEX F – LICENCE FOR WORKS

DATED

LICENCE FOR ALTERATIONS

relating to

THE BARONSGRANGE DEVELOPMENT, COMBER ROAD, CARRYDUFF, BT8 8AN

between

LISBURN & CASTLEREAGH CITY COUNCIL

and

FRASER HOMES LTD

This licence is dated

2024

PARTIES

- 1 **LISBURN & CASTLEREAGH CITY COUNCIL** of Civic Centre, Lagan Valley Island, Lisburn, BT27 4RL ('the Council'); and
- 2 **FRASER HOMES LIMITED** incorporated and registered in Northern Ireland with company number NI016255 whose registered office is at 72-74 Omagh Road, Dromore, Omagh, Northern Ireland, BT78 3AJ ('Fraser Homes').

BACKGROUND

- (A) This licence is supplemental and collateral to the Agreement.
- (B) Fraser Homes intends to carry out the Works and, under the terms of the Agreement, requires the consent of the Council to do so.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

| | |
|-----------------------------|---|
| CDM Regulations: | means the Construction (Design and Management) Regulations (Northern Ireland) 2016 (as amended); |
| Agreement: | means the Bridge Agreement of the Property dated the date hereof and made between the Council and Fraser Homes and all documents supplemental or collateral to it; |
| Property: | means the property known as phase 9B of The Baronsgrange Development, Comber Road, Carryduff, BT8 8AN as more particularly described in and demised by the Agreement as the "Property"; |
| Term: | means the term of years granted by the agreement and any agreed or statutory continuation of the Agreement. |
| Works: | means the works as shown on the plans and specification attached to this licence to construct the pedestrian and cycle bridge approved by planning approval reference []. |
| Section 76 Agreement | means the Section 76 Agreement of the Property dated [] and made between the Council and Fraser Homes and all documents supplemental or collateral to it; |

- 1.2 References to Fraser Homes include a reference to its successors in title and assigns.
- 1.3 References to the **end of the Term** are to the end of the Term however it ends.
- 1.4 Clause headings shall not affect the interpretation of this licence.

- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.12 Unless the context otherwise requires, references to clauses are to the clauses of this licence.
- 1.13 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. CONSENT TO CARRY OUT THE WORKS

- 2.1 In consideration of the obligations on Fraser Homes in this licence, the Council consents to Fraser Homes carrying out the Works on the terms set out in this licence.
- 2.2 Nothing in this licence will place Fraser Homes under an obligation to the Council to carry out the Works, but if it does carry them out, it must do so on the terms of this licence.
- 2.3 This consent does not obviate the need for the consent or licence of any person other than the Council that may be required to carry out the Works.

3. STARTING THE WORKS

- 3.1 Fraser Homes must not start the Works until it has complied with the requirements of this clause.
- 3.2 Fraser Homes must obtain all other licences and consents that are required for the Works under all laws and by the owner or occupier of any neighbouring land or otherwise.
- 3.3 Fraser Homes must provide details of the Works to the insurers of the Property and obtain their consent to carrying out the Works.
- 3.4 Fraser Homes must produce all such licences and consents to the Council and obtain the Council's confirmation they are satisfactory to the Council.

- 3.5 Fraser Homes must give the Council 3 copies of the plans and specification for the Works.
- 3.6 Fraser Homes must notify the Council and the insurers of the Property of the date it intends to start carrying out the Works.

4. CARRYING OUT AND COMPLETING THE WORKS

- 4.1 Fraser Homes must carry out the Works:
- 4.1.1 using good quality, new materials which are fit for the purpose for which they will be used;
 - 4.1.2 in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance; and
 - 4.1.3 to the reasonable satisfaction of the Council.
- 4.2 In carrying out the Works Fraser Homes must comply with all laws and the terms of all other licences and consents, the requirements and recommendations of all relevant utility suppliers and those of the insurers of the Property.
- 4.3 Fraser Homes must take all proper steps to ensure that carrying out the Works does not make any of the following unsafe: the structure of the Property, any plant or machinery at the Property, the existing pipes, service media and infrastructure in, on or below the Property or to any neighbouring land or building.
- 4.4 Fraser Homes must use their best endeavours to ensure that the public and Council staff are kept safe from the Works at all times.
- 4.5 Fraser Homes shall remove all labour, plant, materials and equipment from the Property to leave the Property in a safe and satisfactory state.
- 4.6 Fraser Homes must cause as little disturbance and inconvenience as reasonably possible to the Council and the owners and occupiers of the estate of which the Property forms part and of any neighbouring land. Fraser Homes must not infringe any of their rights nor the rights of any other person in relation to the Property.
- 4.7 Fraser Homes must without unreasonable delay make good, to the reasonable satisfaction of the Council, any damage (including decorative damage) to any land or building or any plant and machinery (other than the Property) which is caused by carrying out the Works.
- 4.8 Fraser Homes must allow the Council and its surveyors access to the Property, both while the Works are being carried out and afterwards, and will give the Council the information it reasonably requests to establish that the Works are being and have been carried out in accordance with this licence.
- 4.9 Fraser Homes must:
- 4.9.1 complete the Works within six months after the date of commencement of the Works but shall be afforded a reasonable extension of this period due to any events beyond the control of Fraser Homes preventing completion of the Works provided that they provide the Council with satisfactory evidence to show the events which were beyond their control; and

- 4.9.2 notify the Council as soon as the Works have been completed, and send the Council three copies of plans showing the Property as altered by the Works.

5. THE CDM REGULATIONS

- 5.1 Fraser Homes shall comply with its obligations under the CDM Regulations, including (without limitation) all requirements in relation to the provision and maintenance of a health and safety file.
- 5.2 Fraser Homes shall supply all information to the Council that the Council reasonably requires from time to time to comply with the Council's obligations under the CDM Regulations.

6. ADDITIONAL WORKS

- 6.1 If the terms of any planning permission, licence or consent (other than this licence) obtained for the Works, require any other works to be carried out (whether to the Property or to any other land) Fraser Homes must carry out such other works within any time limit imposed by such permission, licence or consent and in any event before the end of the Term.
- 6.2 The terms of this licence, other than **Error! Bookmark not defined.****Error! Reference source not found.** will apply to the carrying out of such other works as if they formed part of the Works.
- 6.3 This clause is without prejudice to any requirement on Fraser Homes to obtain the consent of the Council to such other works pursuant to the Agreement and the consent of any other person that may be required for such other works.

7. FURTHER PROVISIONS RELATING TO THE WORKS

- 7.1 The Council shall not be obliged to insure the Works, even if they form part of the Council's adjoining property, and even after they have been completed in accordance with this licence.
- 7.2 Fraser Homes shall be obliged insure for the Works and they will be at the sole risk of Fraser Homes.
- 7.3 Fraser Homes must pay on demand any increase in the insurance premium and the amount of any additional insurance premium for the Property or any neighbouring land of the Council or the estate of which the Property forms part that arises because of the Works.
- 7.4 Before the end of the Term Fraser Homes must remove the Works and reinstate the Property and make good any damage caused to the Property or any land other than the Property by such removal and reinstatement.
- 7.5 Fraser Homes covenants in the Agreement and the Section 76 Agreement will extend to the Works and apply to the Property as altered by the Works.

8. NO WARRANTY BY THE COUNCIL

- 8.1 No representation or warranty is given or is to be implied by the Council entering into this licence or by any step taken by or on behalf of the Council in connection with it as to:
- 8.1.1 the suitability of the Property or the land of which it forms part for the Works; or

8.1.2 whether the Works or any removal or reinstatement of them may be lawfully carried out.

8.2 Fraser Homes acknowledges that it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Council before the date of this licence as to any of the matters mentioned in clause 8.1.

8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9. COSTS

9.1 Fraser Homes must pay all fees, rates and taxes that arise by reason of the Works (including any arising under the Planning Acts in relation to the Works) whether imposed on the Council or Fraser Homes and must indemnify the Council from all liability in relation to such fees, rates and taxes.

9.2 Fraser Homes must pay on demand any further reasonable costs and disbursements of the Council, its solicitors, surveyors and managing agents incurred in connection with the Works or any removal of them and reinstatement of the Property or in making good any damage to any land or building, plant or machinery (other than the Property) which is caused by the carrying out of the Works or by the removal of them or the reinstatement of the Property.

9.3 The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Council is able to recover that value added tax.

10. INDEMNITY

Fraser Homes shall indemnify the Council against all liabilities, costs, expenses, damages and losses directly suffered or incurred by the Council arising as a direct loss out of or in connection with any breach of the terms of this licence by Fraser Homes.

11. COSTS

11.1 On completion of this licence Fraser Homes must pay the reasonable costs and disbursements of the Council, its solicitors, surveyors, managing agents and insurers in connection with this licence.

11.2 Fraser Homes must pay on demand any further reasonable costs and disbursements of the Council, its solicitors, surveyors managing agents and insurers incurred in connection with the Works or any removal of them and reinstatement of the Property or in making good any damage to any land or building, plant or machinery (other than the Property) which is caused by the carrying out of the Works or by the removal of them or the reinstatement of the Property.

11.3 The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Council is able to recover that value added tax.

12. INSURANCE OF THE WORKS

12.1 The Works will be at the sole risk of Fraser Homes and Fraser Homes will insure same accordingly. On completion of the Works the covenants and other provisions in the Agreement shall then extend to all the Works from time to time executed.

- 12.2 Fraser Homes must pay within 21 days of written demand any increase in the insurance premium payable by the Council under the Lease that arises directly because of the Works

13. NOTICES

Any notice given under or in connection with this licence must be in writing and must be delivered by hand or sent by pre-paid first class post or other next working day delivery service or by any other means permitted by the Lease. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first class post or other next working day delivery service will be deemed to have been delivered on the second working day after posting.

14. LIABILITY

- 14.1 The obligations of Fraser Homes in this licence are owed to the Council and are made in consideration of the consent granted by clause 2.1.
- 14.2 Where Fraser Homes comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of Fraser Homes arising under this licence. The Council may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of those persons.

15. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

16. GOVERNING LAW

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

17. JURISDICTION

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1: Details of the Works

The installation and construction of the Bridge (as such term is defined in the Agreement) as such works are shown on the plans and specification.

The **COMMON SEAL** of
LISBURN AND CASTLEREAGH CITY COUNCIL
was affixed in the presence of:

Authorised Officer

(Witness 1 Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)

(Witness 2 Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)

EXECUTED as a **DEED** by
FRASER HOMES LIMITED acting by a
director in the presence of:

.....
Director

(Witness 1 Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)

(Witness 2 Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)

APPENDIX A- ATTACHMENT: PLANS AND SPECIFICATION FOR THE WORKS

BARONSGRANGE PHASE 9

Outline Bridge Specification

IBH0716
2.0

22 September 2022

OUTLINE BRIDGE SPECIFICATION

Document status

| Version | Purpose of document | Authored by | Reviewed by | Approved by | Review date |
|---------|---------------------|----------------|-------------|-------------|-------------|
| 1.0 | For Information | Joseph Fanning | John Boyle | John Boyle | 24/06/2022 |
| 2.0 | For information | Joseph Fanning | John Boyle | John Boyle | 22/09/2022 |

Approval for Issue

John Boyle



22 September 2022

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Prepared by:

RPS

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Prepared for:

Fraser Homes Limited

Mr. Stephen Orr

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Carryduff
BT8 8AD

T 07808399633
E stephenorr@fraserhomesltd.com

1 SCHEME DETAILS

1.1 Type and Class of Route

This is a new pedestrian / cycleway route from the Baronsgrange Development to the existing public open space in Carryduff.

2 SITE DETAILS

2.1 Obstacle crossed/retained.

The steel bridge will carry the new pedestrian / cycleway over the Carryduff River into the existing public open space.

3 PROPOSED STRUCTURE

3.1 Description of Structure

The single span steel structure will carry the new pedestrian / cycleway over the Carryduff River into the existing public open space. The structure is defined as Working Life Category 5, in accordance with BS EN 1990, and will be designed for a design life of 120 years in accordance with PD 6694-1 and DEM 134/11.

Reinforced concrete abutments will support the steel bridge structure at either side of the watercourse.

3.2 Parapet/road restraint type

1.6m high pedestrian/cyclist parapets in accordance with BS 7818 TD 19/06 with vertical steel bars fixed to the inside of the structure on each side.

3.3 Materials

Reinforced Concrete in accordance with BS 8500

| | |
|-----------|--------------------|
| Abutments | C40/50 (33.3% PFA) |
| Blinding | ST2 |

Concrete Grade C40/50 Properties

| | |
|-------------------------|-----------------------|
| Combination Type | CIIB-V+SR |
| Min cement content | 380 kg/m ³ |
| Water/cement ratio | 0.35 |
| Minimum cover (in situ) | 45mm |
| Δc (in situ) | 10mm |
| Nominal cover (in situ) | 55mm |

Other

| | |
|---------------|--|
| Reinforcement | Grade 500B in accordance with BS 8666 2010 and BS 4449: 2005 |
|---------------|--|

| | |
|----------|----------------------------------|
| Parapets | Stainless Steel with BS EN 1317. |
|----------|----------------------------------|

| | |
|-----------------------|--|
| Backfill to structure | Class 6N in accordance with SHW Series 600, Table 6/1. Assumed density between 18 and 22 kN/m ² . Assumed range of phi angle between 35° and 45°. To be confirmed by testing in accordance with Specification Appendix 1/5. |
|-----------------------|--|

3.4 Maintenance

The Overall Design Life = 120 years, but some of the bridge elements will require maintenance and replacement as their expected life is shorter than the bridge itself, these elements will be bearings, expansion joints and deck waterproofing/surfacing. Plus the steelwork protective paint system.

The life expectancy as follows:

Bearings = 40-50 years

Expansion Joints = 40-50 years

Deck Surfacing = 20 years

Paint System = 20-25 years (possible minor maintenance after 12 years).

Appendix A

Site Location Plan

of a particular brand of medicine, or a particular brand of car. We can also use the word "brand" to refer to a particular style or type of something. For example, we might say "a brand of humor" or "a brand of music".

Now, let's look at the word "brand" in the context of a business. A brand is a name or symbol that identifies a particular product or service. It is a way of distinguishing one company's products from those of its competitors. For example, the word "Coca-Cola" is a brand name for a particular soft drink. The Coca-Cola logo, which features a script "Coca-Cola" inside a red, white, and blue ribbon, is another brand symbol.

Brands are important for businesses because they help to build a reputation for quality and reliability. A strong brand can also help a business to charge a premium price for its products. For example, a car with a strong brand like BMW or Mercedes-Benz can be sold for a higher price than a car with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a product that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

So, while brands can be helpful for businesses and consumers, they can also be a source of confusion. It's important for consumers to be aware of the brands they are buying and to do some research to make sure they are getting what they need.

Now, let's look at the word "brand" in the context of a person. A brand is a name or symbol that identifies a particular person. It is a way of distinguishing one person from another. For example, the name "Mark Zuckerberg" is a brand name for a particular person. The Facebook logo, which features a blue square with a white "f" inside, is another brand symbol.

Brands are important for people because they help to build a reputation for quality and reliability. A strong brand can also help a person to charge a premium price for their services. For example, a person with a strong brand like Elon Musk or Bill Gates can be paid a higher salary than a person with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a person who is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

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Now, let's look at the word "brand" in the context of a country. A brand is a name or symbol that identifies a particular country. It is a way of distinguishing one country from another. For example, the name "United States of America" is a brand name for a particular country. The American flag, which features thirteen horizontal stripes (seven red alternating with six white) and a blue canton with fifty small, white, five-pointed stars, is another brand symbol.

Brands are important for countries because they help to build a reputation for quality and reliability. A strong brand can also help a country to charge a premium price for its products. For example, a country with a strong brand like Switzerland or Japan can be paid a higher price for its products than a country with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a country that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

So, while brands can be helpful for businesses and consumers, they can also be a source of confusion. It's important for consumers to be aware of the brands they are buying and to do some research to make sure they are getting what they need.

Now, let's look at the word "brand" in the context of a religion. A brand is a name or symbol that identifies a particular religion. It is a way of distinguishing one religion from another. For example, the name "Christianity" is a brand name for a particular religion. The cross, which is a symbol consisting of two perpendicular lines of equal length, is another brand symbol.

Brands are important for religions because they help to build a reputation for quality and reliability. A strong brand can also help a religion to charge a premium price for its services. For example, a religion with a strong brand like Buddhism or Hinduism can be paid a higher price for its services than a religion with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a religion that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

So, while brands can be helpful for businesses and consumers, they can also be a source of confusion. It's important for consumers to be aware of the brands they are buying and to do some research to make sure they are getting what they need.

Now, let's look at the word "brand" in the context of a philosophy. A brand is a name or symbol that identifies a particular philosophy. It is a way of distinguishing one philosophy from another. For example, the name "Stoicism" is a brand name for a particular philosophy. The Stoic symbol, which is a stylized "S" inside a circle, is another brand symbol.

Brands are important for philosophies because they help to build a reputation for quality and reliability. A strong brand can also help a philosophy to charge a premium price for its services. For example, a philosophy with a strong brand like Stoicism or Buddhism can be paid a higher price for its services than a philosophy with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a philosophy that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

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Now, let's look at the word "brand" in the context of a science. A brand is a name or symbol that identifies a particular science. It is a way of distinguishing one science from another. For example, the name "Physics" is a brand name for a particular science. The physics symbol, which is a stylized "P" inside a circle, is another brand symbol.

Brands are important for sciences because they help to build a reputation for quality and reliability. A strong brand can also help a science to charge a premium price for its services. For example, a science with a strong brand like Physics or Chemistry can be paid a higher price for its services than a science with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a science that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

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Now, let's look at the word "brand" in the context of a technology. A brand is a name or symbol that identifies a particular technology. It is a way of distinguishing one technology from another. For example, the name "Artificial Intelligence" is a brand name for a particular technology. The AI symbol, which is a stylized "AI" inside a circle, is another brand symbol.

Brands are important for technologies because they help to build a reputation for quality and reliability. A strong brand can also help a technology to charge a premium price for its services. For example, a technology with a strong brand like Artificial Intelligence or Robotics can be paid a higher price for its services than a technology with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a technology that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

So, while brands can be helpful for businesses and consumers, they can also be a source of confusion. It's important for consumers to be aware of the brands they are buying and to do some research to make sure they are getting what they need.

Now, let's look at the word "brand" in the context of a culture. A brand is a name or symbol that identifies a particular culture. It is a way of distinguishing one culture from another. For example, the name "Japanese Culture" is a brand name for a particular culture. The Japanese flag, which is a white rectangle with a red disc in the center, is another brand symbol.

Brands are important for cultures because they help to build a reputation for quality and reliability. A strong brand can also help a culture to charge a premium price for its services. For example, a culture with a strong brand like Japanese Culture or Indian Culture can be paid a higher price for its services than a culture with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a culture that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

So, while brands can be helpful for businesses and consumers, they can also be a source of confusion. It's important for consumers to be aware of the brands they are buying and to do some research to make sure they are getting what they need.

Now, let's look at the word "brand" in the context of a language. A brand is a name or symbol that identifies a particular language. It is a way of distinguishing one language from another. For example, the name "English Language" is a brand name for a particular language. The English flag, which is a white rectangle with a red disc in the center, is another brand symbol.

Brands are important for languages because they help to build a reputation for quality and reliability. A strong brand can also help a language to charge a premium price for its services. For example, a language with a strong brand like English Language or Spanish Language can be paid a higher price for its services than a language with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a language that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

So, while brands can be helpful for businesses and consumers, they can also be a source of confusion. It's important for consumers to be aware of the brands they are buying and to do some research to make sure they are getting what they need.

Now, let's look at the word "brand" in the context of a history. A brand is a name or symbol that identifies a particular history. It is a way of distinguishing one history from another. For example, the name "World War II" is a brand name for a particular history. The World War II flag, which is a white rectangle with a red disc in the center, is another brand symbol.

Brands are important for histories because they help to build a reputation for quality and reliability. A strong brand can also help a history to charge a premium price for its services. For example, a history with a strong brand like World War II or the American Revolution can be paid a higher price for its services than a history with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a history that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

So, while brands can be helpful for businesses and consumers, they can also be a source of confusion. It's important for consumers to be aware of the brands they are buying and to do some research to make sure they are getting what they need.

Now, let's look at the word "brand" in the context of a geography. A brand is a name or symbol that identifies a particular geography. It is a way of distinguishing one geography from another. For example, the name "North America" is a brand name for a particular geography. The North America flag, which is a white rectangle with a red disc in the center, is another brand symbol.

Brands are important for geographies because they help to build a reputation for quality and reliability. A strong brand can also help a geography to charge a premium price for its services. For example, a geography with a strong brand like North America or South America can be paid a higher price for its services than a geography with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a geography that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

So, while brands can be helpful for businesses and consumers, they can also be a source of confusion. It's important for consumers to be aware of the brands they are buying and to do some research to make sure they are getting what they need.

Now, let's look at the word "brand" in the context of a politics. A brand is a name or symbol that identifies a particular politics. It is a way of distinguishing one politics from another. For example, the name "Democracy" is a brand name for a particular politics. The Democracy flag, which is a white rectangle with a red disc in the center, is another brand symbol.

Brands are important for politics because they help to build a reputation for quality and reliability. A strong brand can also help a politics to charge a premium price for its services. For example, a politics with a strong brand like Democracy or Capitalism can be paid a higher price for its services than a politics with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a politics that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

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Brands are important for religions because they help to build a reputation for quality and reliability. A strong brand can also help a religion to charge a premium price for its services. For example, a religion with a strong brand like Christianity or Islam can be paid a higher price for its services than a religion with a weaker brand.

However, brands can also be a source of confusion for consumers. If a brand name is used for a religion that is not of the same quality as the brand's reputation, consumers may be misled. For example, if a brand of organic food is found to contain pesticides, consumers who bought the food thinking it was organic may be disappointed.

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Brands are important for philosophies because they help to build a reputation for quality and reliability. A strong brand can also help a philosophy to charge a premium price for its services. For example, a philosophy with a strong brand like Stoicism or Buddhism can be paid a higher price for its services than a philosophy with a weaker brand.

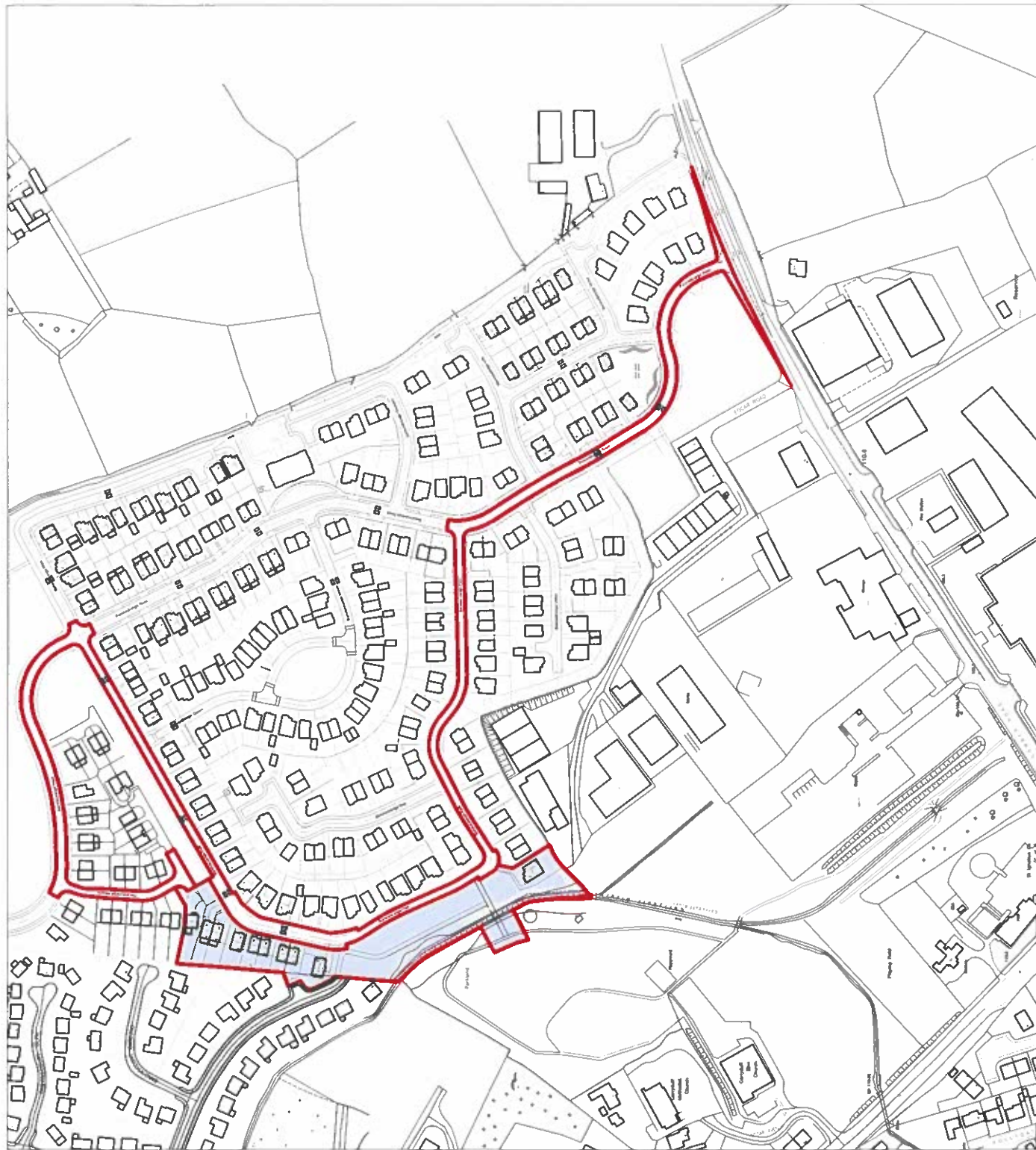
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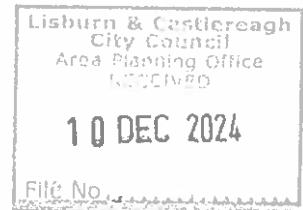
ANNEX G – STATUTORY CHARGES MAP



Lands at Carryduff Park
Comber Road
Carryduff

Phase 9 - Overall Map of Ground 1:2500

Dated the day of 2024



LISBURN AND CASTLEREAGH CITY COUNCIL (1)

and

FRASER HOMES LIMITED (2)

BRIDGE AGREEMENT

Property at Comber Road, Carryduff

facilitating Baronsgrange Development

LAND REGISTRY

FOLIOS: DN263101, DN10963, DN247124 and DN25492

COUNTY: DOWN

REGISTERED OWNER: FRASER HOMES LIMITED

FOLIO: 32168

COUNTY: DOWN

REGISTERED OWNER: LISBURN AND CASTLERAGH CITY COUNCIL

THIS AGREEMENT is dated the day of 2024

Parties

- (1) **LISBURN AND CASTLEREAGH CITY COUNCIL** having its office at Lagan Valley Island, Lisburn BT27 4RL ("the Council") (which for the purposes of this agreement shall include its successors and assigns)
- (2) **FRASER HOMES LIMITED** of 72-74 Omagh Road, Dromore, Omagh, Northern Ireland, BT78 3AJ ("Fraser Homes") (which for the purposes of this agreement shall include its successors in title and assigns)

BACKGROUND

- (A) Fraser Homes and the Council are the owners of neighbouring properties.
- (B) Fraser Homes at the request of the Council has agreed to install the Bridge on the Property and a part of the Adjoining Property. The Bridge includes the foundations and structural supports, in accordance with Drawing No's P9B/1600 (dated Jan 2022)) attached hereto at Annex B and the parties hereto entered into a Licence for Works dated [] ("the Licence") to effect the said installation. The Council and Fraser Homes accept that the Bridge is to be used for public pedestrian access between the Property and the Adjoining Property.
- (C) The Council has agreed, on the terms and subject to the conditions in this agreement, to allow Fraser Homes to maintain and use the Bridge on the Adjoining Property so as to allow a portion of the Bridge to traverse the air space above the Adjoining Property so that it oversails the Adjoining Property and to permit the foundations and structural supports situate on the Adjoining Property as reflected in the above referenced drawing.

Agreed terms

1 INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Adjoining Property: means the lands situate at Carryduff Park, Eastbank Road, Carryduff, Belfast, County Down BT8 8DQ and comprised in Land Registry folio 32168 County Down and shown on the Plan coloured pink together with that portion of the airspace above to facilitate a portion of the Bridge;

CDM Regulations: means the Construction (Design and Management) Regulations (Northern Ireland) 2016;

Competent Authority: means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers;

Bridge: means the Bridge which Fraser Homes installed on the Property and which traverses the Adjoining Property and includes all Foundations and Supports;

Conduits means all drains, pipes, gullies, gutters, sewers, ducts, mains, channels, subways, wires, cables, conduits, flues and any other conducting media of whatsoever nature and other similar transmission media and installations and ancillary apparatus;

Deed of Covenant: a deed of covenant in favour of the Council or the owner or owners from time to time of the Adjoining Property or any part of it containing an obligation to observe covenants in the same terms as the Property Owners Obligations contained at clause 4 with such minor modifications as the Council may agree;

Foundations and Supports: means all foundations and supports as shown as per the attachments at Annex B and any subsequent alteration and/or replacement foundations and supports as may now or at any time in the future be situated on the Adjoining Property;

Necessary Consents: means all planning permissions and all other consents, agreements, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the erection, use, maintenance, inspection, transportation, dismantling and removal of the Bridge;

Plan: means the plan attached to this agreement at Annex A;

Property: means all that portion of the land and premises contained within folios DN263101 , DN10963, DN247124, and DN254927, all County Down shown edged red and coloured blue on the Plan in the ownership of Fraser Homes but excluding the ten individual dwelling house sites with gardens to be constructed in accordance with layouts approved by planning approval notices LA05/2022/0247/F and LA05/2022/0249/F;

Term: means the period of 999 years from the earlier of (a) date of this Agreement or (b) the date Fraser Homes commences the Works in accordance with the notified start date under the Licence ;

Termination Date: means the earliest of:

- (a) the end of the period of 999 years from the date of this Agreement;
- (b) the date when the Bridge is dismantled, removed and transported from the Property in accordance with this agreement; and/or
- (c) the date this agreement is terminated in accordance with clause 8.

Termination Notice: means the written notice served by the Council on Fraser Homes to terminate this agreement in accordance with clause 8;

Third Party Insurance: means fully comprehensive public liability insurance in a sum not less than £10 million for each and every claim arising in respect of this agreement and/or the Bridge Works and/or the erection, operation, maintenance, dismantling, transportation and removal of the Bridge;

Maintenance Strip : means the 10 metre strip of land shown edged red and coloured green on the Plan within the Adjoining Property which Fraser Homes requires to maintain the Bridge and includes that portion comprising the airspace above the said lands;

Utilities: means water, soil, steam, air, electricity, radio, television, telegraphic, telephone, telecommunications and other services and supplies of whatsoever nature;

Working Day: means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday;

Works: means the maintenance works required to be carried out to the Bridge to ensure it remains fit for purpose;

- 1.2 clause headings do not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The annexes form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the annexes.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns (as applicable) and references to any party shall include the party's personal representatives, successors and permitted assigns (as applicable).
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes email.
- 1.11 A reference to this agreement or to any other agreement, agreement or document referred to in this agreement is a reference to this agreement or such other agreement, agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2 AGREEMENT TO OVERSAIL

2.1 In consideration of:

- 2.1.1 the sum of £1.00 (if demanded) to be paid on the 1st day of January in each year of the Term, by the registered owner of the Property to the Council; and

2.1.2 the obligations on Fraser Homes contained in this agreement;

the Council grants licence for the Term to Fraser Homes to allow that portion of the Bridge (but not those portions of the Bridge situate on or oversailing the Property as such falls outside the power of the Council) and any pedestrians of the Bridge to enter and pass through the Bridge and further permits the oversail of the Bridge across that part of the Adjoining Property upon which the Bridge is currently located upon the terms of this agreement and further permits the siting of the Foundations and Supports TOGETHER WITH the right for Fraser Homes and its appointed contractors to have full and free access at all times to such part of the Maintenance Strip with or without equipment and vehicles for the purposes of maintaining, repairing, replacing, and altering the Bridge PROVIDED THAT not less than 28 days prior written notice is provided to the Council HOWEVER the said notice period shall not be required in the event of emergencies involving immediate or imminent danger to the general public and / or bridge users or in the event of immediate or imminent risk to the structural integrity of the Bridge AND FURTHER access on foot for the purposes of inspecting or for effecting routine repairs cleaning and maintenance shall not require any said notice;

2.2 The rights granted by clause 2.1 of this agreement may only be exercised by the registered owner for the time being of the Property:

2.2.1 for the purposes of enabling public pedestrian access across the Bridge and along the Carryduff River.

3 AGREEMENT PERIOD

This agreement will run for the duration of the Term and shall terminate on the Termination Date.

4 PROPERTY OWNER OBLIGATIONS

4.1 Fraser Homes (which for the avoidance of doubt shall include the registered owner of the Property) agrees and shall ensure that during the Term and until the Bridge is removed and transported away from the Property and the Adjoining Property:

4.1.1 the Bridge shall be kept in good order and condition and maintained in full compliance with the maintenance and operating instructions of the manufacturer, and the Necessary Consents;

4.1.2 no advertising material, lighting or other fixture may be attached to the Bridge without the consent of the Council (such consent not to be needed in respect of any matter relevant to statutory compliance and in all other cases not to be unreasonably withheld or delayed);

4.1.3 the Bridge shall be maintained in good repair and condition to the reasonable satisfaction of the Council and so as not to interfere with the convenience of persons using the Maintenance Strip with appropriate treatment or removal of any growth trees or vegetation which might interfere with the structure or use of the Bridge AND in connection with this obligation Fraser Homes acknowledges that the Council shall not provide additional resources and the Council is not responsible for litter collection or safeguarding against the possibility of anti-social behaviour at the Bridge and Fraser Homes (which shall include successor in title) shall deploy its own resources in connection with installation and general maintenance of the Bridge (as necessary);

4.1.4 it shall take all reasonable steps to ensure that the surface of the Bridge is adequately drained, to the reasonable satisfaction of the Council;

4.1.5 to erect appropriate signage to confirm that the Bridge shall be for pedestrian and cyclist use only; the Bridge shall be inspected annually by an appropriately qualified and experienced person and that any recommendations made to carry out any works or remedy any defects that are necessary to put and keep the Bridge safe and in proper order are implemented as soon as reasonably practicable but without delay in relation to any potential danger to the public;

- 4.1.6 the security and structural integrity of the Adjoining Property is not compromised by the erection of the Bridge;
- 4.1.7 As soon as reasonably possible to make good any physical damage caused to the Adjoining Property (including any buildings, fixtures or other permanent or temporary structures on it) or to any person or to any goods, chattels or equipment on the Adjoining Property arising directly out of or resulting from the Bridge or the erection, maintenance, repair (including works required in an emergency) dismantling, transportation and removal of the Bridge to the reasonable satisfaction of the Council and Fraser Homes shall reinstate the Adjoining Property in the event of emergency works or works deemed required to the Bridge & it's Foundations and Supports to the reasonable satisfaction of the Council.
- 4.2 Fraser Homes shall use reasonable endeavours to minimise any excessive noise, inconvenience, damage or disturbance to the Adjoining Property resulting from the Works.
- 4.3 Fraser Homes shall not affect the Works without procuring that all reasonable and proper precautions are taken to ensure that the Bridge is secured and operated so as to prevent it, or any load carried by it or debris, from falling onto the Adjoining Property.
- 4.4 On any termination of this agreement Fraser Homes (meaning the then registered owner of the Property) shall dismantle the Bridge on the Property and the Adjoining Property and shall remove and transport the Bridge away from the Adjoining Property and the Property:
- 4.4.1 in a good and workmanlike manner consistent with the best practice and with the degree of skill, care and diligence as is reasonably to be expected of a skilled competent and properly qualified professional person experienced in erecting, dismantling and removing the Bridge;
- 4.4.2 in full compliance with
- (a) all Necessary Consents; and
- 4.4.3 in accordance with the reasonable requirements of the Council and its insurers as notified to Fraser Homes in writing and in a manner so as to cause as little nuisance and inconvenience as reasonably possible to the Council.
- 4.4.4 While excavating any works to the bridge, Fraser Homes must fence and guard the Maintenance Strip beneath the works
- 4.5 The Council may at any time instruct an independent engineer to inspect the Bridge and sufficient access shall be given to the Bridge and the Property for such purpose.
- 4.6 The registered owner of the Property shall ensure that the dismantling works are completed to the satisfaction of the Council and shall notify the Council once the Bridge is no longer needed.
- 4.7 The registered owner of the Property covenants with the Council, for the benefit of the Council's Adjoining Property and each and every part of it, not to transfer the whole or any part of the Property without first procuring that the donee enters into a Deed of Covenant with, and supplies the same to, the owner or owners from time to time of the Adjoining Property or any part of it.
- 4.8 The registered owner of the Property consents to the entry of the following restriction against the title to the Property at the Land Registry of Northern Ireland following the registration of this deed and shall provide the Council with all necessary assistance and/or documentation to permit entry of the restriction:
- 4.8.1 "No transfer of the registered estate (of those parts of the lands comprised in folios DN263101 DN10963, DN247124 and DN254927, all County Down outlined in red on the map attached to this

Inhibition application that is not a private dwelling or garden or part thereof) by the proprietor of the registered estate is to be registered without a written consent signed by Lisburn and Castlereagh City Council of Lagan Valley Island, Lisburn BT27 4RL.

- 4.9 The Council covenants with the registered owner of the Property that, immediately upon receipt of a Deed of Covenant properly executed by the person to whom a transfer is being made, the Council shall provide the consent required by the restriction in Clause 4.8.

5 HEALTH AND SAFETY

- 5.1 Fraser Homes and the registered owner of the Property shall comply with, and shall procure that its agents, servants, workmen and licensees comply with their obligations under the Health and Safety at Work (Northern Ireland) Order 1978 and the CDM Regulations.

6 INDEMNITY

- 6.1 Fraser Homes shall for the first 3 years of the Term indemnify the Council, and thereafter it shall be the responsibility of the registered owner of the Property, to indemnify the Council against any of the following events arising out of the installation of the Bridge or the failure to maintain the Bridge or arising during the dismantling, and removal of the Bridge or any breach of or non-compliance with any of the terms of this agreement including any wrongful act, neglect or default of Fraser Homes, its agents, servants, workmen or licensees in installing, maintaining, or dismantling the Bridge:

6.1.1 any damage or injury or death sustained by the Council or any other person; or

6.1.2 any loss of or damage incurred to the Adjoining Property or to any property of the Council (including any buildings, fixtures or other permanent or temporary structures or to any goods, chattels or equipment) on the Adjoining Property; or

6.1.3 all actions, proceedings, claims, demands, losses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), damages, losses, expenses and liability brought against, suffered or incurred by the Council as a direct consequence of the events mentioned in this clause 6.1; or

6.1.4 any act or omission of Fraser Homes, or any workers, contractors or agents of Fraser Homes or person at the Property with the actual or implied authority of Fraser Homes

7 INSURANCE

- 7.1 During the Term and until the Bridge is removed and transported from the Property and the Adjoining Property, Fraser Homes shall maintain public liability, employer's liability and Third Party Insurance in respect of the Bridge and Maintenance Strip and to supply not more than once in any calendar year to the Council on demand evidence of their existence and the last premium receipt..

- 7.2 In the event of damage being caused to the Property, the Bridge or the Maintenance Strip whether by an insured event, an event for which Criminal Damage Compensation is or may be payable, or for any other event whatsoever, Fraser Homes agrees to reinstate the Property the Bridge or the Maintenance Strip that has been damaged and to make up any deficiency from its own resources (provided all proceeds of insurance and or any compensation available in respect of such matters shall belong solely to Fraser Homes);

- 7.3 The parties acknowledge that the Council need not maintain insurance in relation to the Bridge and/or the Works and that the Bridge and the erection, operation, maintenance, dismantling, transportation and removal of the Bridge are at the entire risk of Fraser Homes.

8 TERMINATION

8.1 The Council may serve a Termination Notice on Fraser Homes if any of the following events occur:

8.1.1 Fraser Homes commits any breach of this agreement which is not capable of remedy; or

8.1.2 Fraser Homes commits any breach of this agreement which is capable of remedy and Fraser Homes fails to remedy the breach within a reasonable period as specified by the Council in their notice to Fraser Homes requiring Fraser Homes to remedy the same.

8.2 Service of a Termination Notice shall terminate Fraser Homes rights under this agreement with immediate effect but shall be without prejudice to:

8.2.1 any antecedent breach of this agreement by either Fraser Homes or the Council and any right or remedy of either party arising from such a breach;

8.2.2 the ongoing obligations of Fraser Homes in relation to the dismantling, transport and removal of the Bridge; and

8.2.3 the ongoing obligations of Fraser Homes to maintain Third Party Insurance in accordance with clause 7.

9 THE COUNCIL'S LIABILITY

To the extent permitted by law the grant of this agreement is without any liability on the part of the Council or its professional advisers (if any) in relation to or arising from this agreement and/or the Bridge and/or the works or the erection, maintenance, dismantling, transportation and removal of the Bridge and any such grant shall not limit exclude or modify the duties and liabilities of Fraser Homes under this agreement or under the requirements of any Competent Authority or otherwise.

10 COUNCIL'S RIGHTS

10.1 Fraser Homes hereby grants the following rights in favour of the Council and Adjoining Property ("**Council Rights**"):

10.1.1 The right of light and air to the extent those rights are capable of being enjoyed at any time during the Term.

10.1.2 The right to enter the Property for any other purpose mentioned in or connected with:

(a) this agreement;

(b) the Council Rights contained in this clause 10; or

(c) the Council's interest in the Adjoining Property or any neighbouring property in which the Council acquires an interest during the Term;

10.1.3 The right to the passage and running of the Utilities through any relevant Conduits which are now, or may at any time be in, under, or over the Property;

10.1.4 The right to enter the Property in order to:-

(a) inspect, clean, maintain, repair, connect, remove, lay, renew, relay, replace, alter or execute any works whatsoever to, or in connection with, any of the Conduits or any other services;

(b) execute repairs, alterations or any other works; or

- (c) do anything which the Council may do under this agreement;

PROVIDED the Council shall reinstate the Property and make good any damage caused to the Property by the exercise of such rights to the reasonable satisfaction of Fraser Homes and the rights granted by this clause 10.1.4 shall not be exercised by the Council in any way that restricts impedes or interferes with the structural integrity of the use of or access to the Bridge.

- 10.1.5 At any time during the Term, the full and free right to build, rebuild, alter or develop the Adjoining Property or any neighbouring or adjoining property in which the Council acquires an interest during the Term as the Council may think fit.

- 10.1.6 The right to erect scaffolding at the Adjoining Property and attach it to any part of the Bridge in connection with any of the Council Rights contained in this clause 10 provided it is removed without unreasonable delay on completion of the purpose for which it is erected and the use of the Bridge is maintained at all times

- 10.1.7 To permit the Council or its agents with or without workmen and others at all reasonable times to enter the Property for the purpose of viewing and/or surveying the state of repair and condition of the Bridge or the Maintenance Strip and if the Council or its agents shall give notice in writing to the registered owner of the Property of any defects and wants of repair thus found to repair and make good the same within the period of 3 months after such notice (or forthwith if requisite) according to the covenants on the registered owner of the Property part set out in this Agreement;

- 10.1.8 The Council Rights contained in this clause 10:

- (a) Are granted notwithstanding that the exercise of any of the Council Rights or the Works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property but not so as to materially prejudice the further development of the Baronsgrange housing development which includes the Property in accordance with planning approvals currently in place or hereafter obtained by Fraser Homes

- (b) May be exercised by:

- (i) the Council; and
(ii) anyone authorised by the Council.

- (c) Are granted to the extent possible for the benefit the Adjoining Property .

11 COSTS

- 11.1 Fraser Homes shall pay to the Council on a full indemnity basis all costs, fees, charges and expenses (together with VAT and disbursements) of the Council (including such costs and expenses of their professional advisers) relating to this agreement and all matters arising from it including:

- 11.1.1 the reasonable costs in relation to the negotiation and completion of this agreement;

- 11.1.2 the reasonable costs properly vouched of the Council in monitoring the exercise of the rights during the construction of the Works as conferred on Fraser Homes by this agreement.

- 12.1 Fraser Homes may assign the benefit of this agreement to a properly incorporated residents' management company established for the benefit of and to take ownership of the Property once residential units constructed on the Property have been sold or otherwise occupied and may otherwise assign the benefit of this agreement subject to the Council's prior written consent (such consent not to be unreasonably withheld or delayed).

- 12.2 If Fraser Homes transfers, leases or otherwise disposes of its interest in the Property which includes the Bridge (but for the avoidance of doubt not any private dwelling house garden or part thereof) after development of the Property it shall procure that the purchaser, tenant or disponee shall at the same time enter into a Deed of Covenant with Fraser Homes and the Council to observe the terms of this agreement.

13 NO EXCLUSIVE POSSESSION

For the avoidance of doubt, it is hereby acknowledged that at no time during the Term will Fraser Homes enjoy the right to exclusive possession of the Adjoining Property and/or the Maintenance Strip and that this agreement confers no rights of light or air or any easement whatsoever.

14 NOTICES

- 14.1 All notices given by either party under or in connection with this agreement must be in writing, and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery, to the other party at its registered office or last known address.

- 14.2 Any notice shall be deemed to have been received:

14.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

14.2.2 if sent by registered post or recorded delivery, at 10.00 am on the Working Day after posting or at the time recorded by the delivery service; and

- 14.3 A notice given under this agreement is not valid if sent by email.

15 POST COMPLETION

- 15.1 On completion of the sale of the final residential dwelling or any part thereof located on the Property, Fraser Homes will transfer its residual interest in the Property which includes the Bridge to Baronsgrange Carryduff Management Company Limited (Company No. NI639489).

16 RIGHTS OF THIRD PARTIES

No one other than a party to this agreement their successors and permitted assignees shall have any right to enforce any of its terms

17 GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland.

18 JURISDICTION

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

19 SDLT AND REGISTRATION

Fraser Homes will pay if applicable any stamp duty land tax payable as a result of the grant of this Agreement and will, as soon as may be practicable, register this Agreement in the Land Registry of Northern Ireland and pay all registration fees that become payable as a result of such application.

This agreement has been entered into on the date stated at the beginning of it.

The **COMMON SEAL** of
LISBURN AND CASTLEREAGH CITY COUNCIL

was affixed in the presence of:

Authorised Officer

(Witness 1 Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)

(Witness 2 Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)

EXECUTED as a DEED by

FRASER HOMES LIMITED acting by a

director in the presence of:

Derek Keys
Director

Kim Cunningham
(Witness 1 Signature)
Kim Cunningham
(Witness' Name)

47 Tullybrannigan Road, Newcastle BT33 04S
(Witness' Address)

COMPANY ACCOUNTANT
(Witness' Occupation)

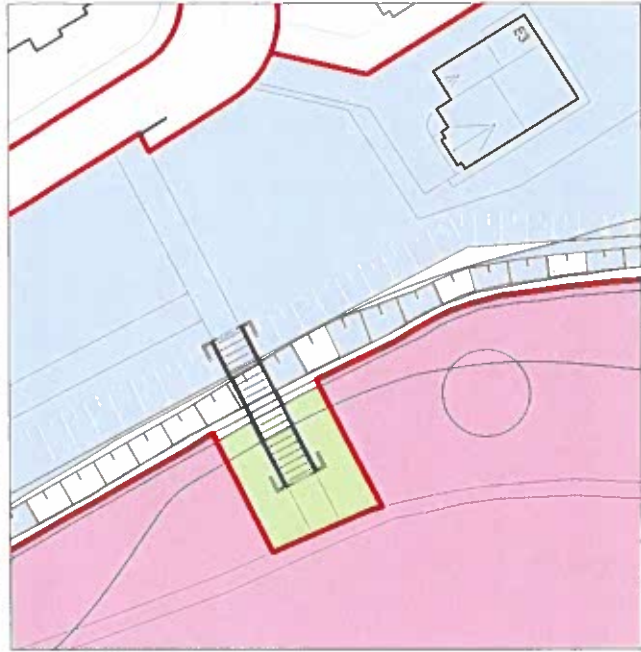
B. J. M.
(Witness 2 Signature)
BASIL JOHN O'MALLEY
(Witness' Name)

18 LURAN ROAD MARELLIN BT67 0QS
(Witness' Address)

RETIRED BANKER
(Witness' Occupation)

ANNEX A

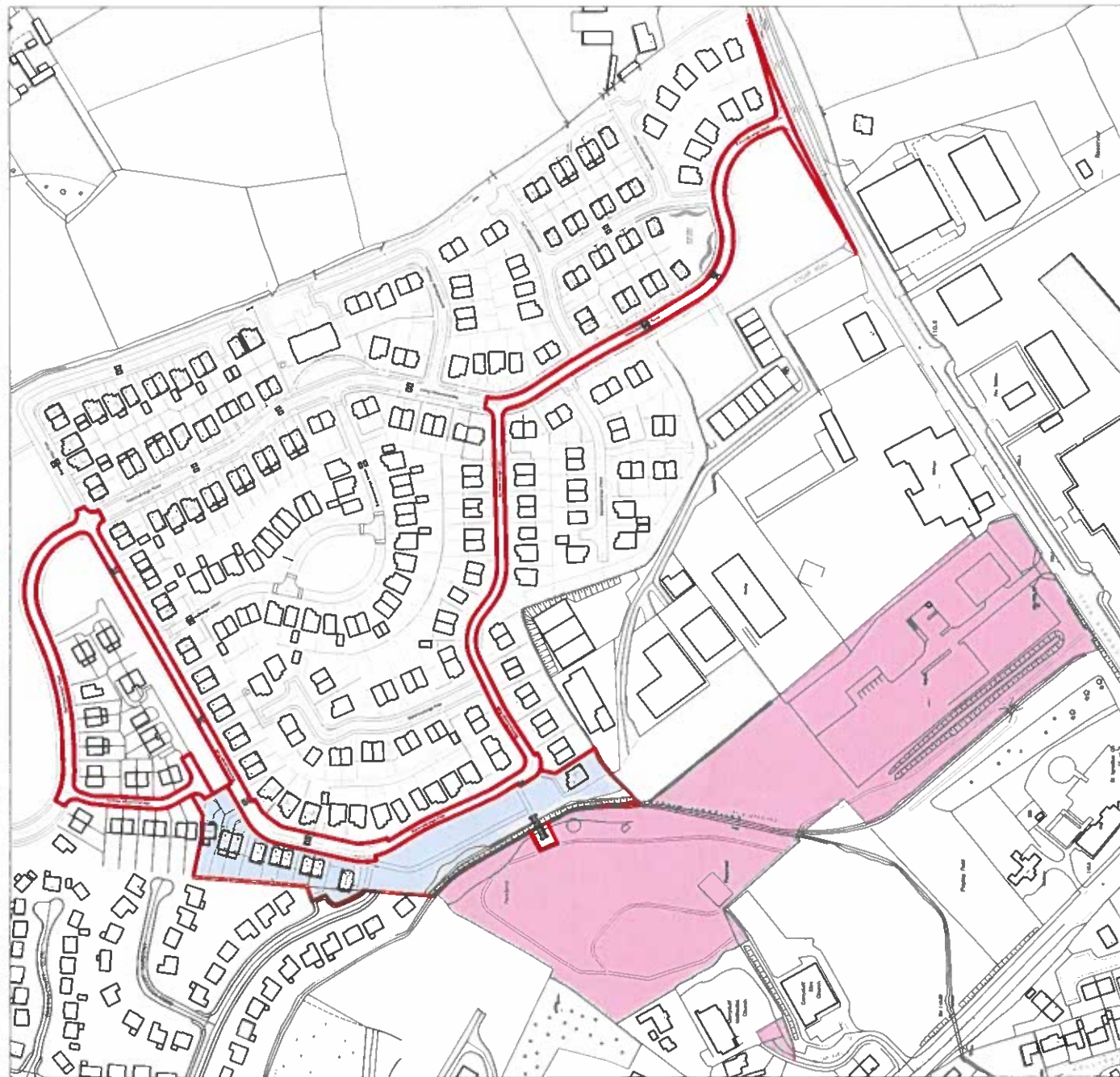
'Plan'



Map of Ground 1:500



Lands at Carryduff Park
Comber Road
Carryduff

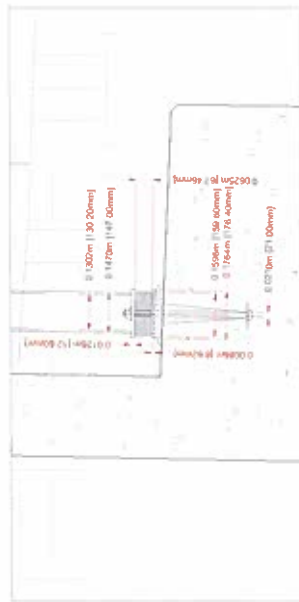


Phase 9 - Overall Map of Ground 1:2500

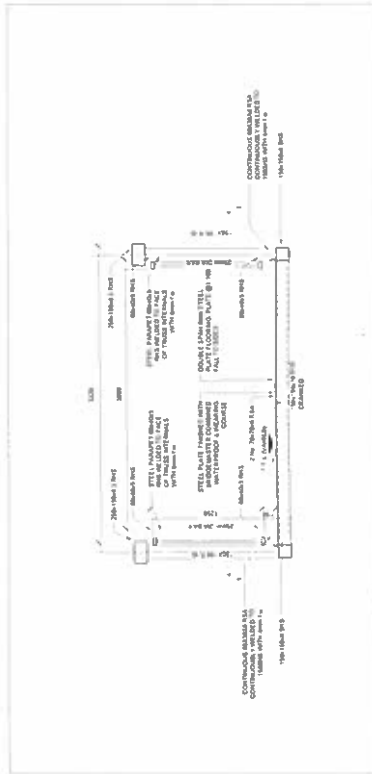
ANNEX B

'Drawing'

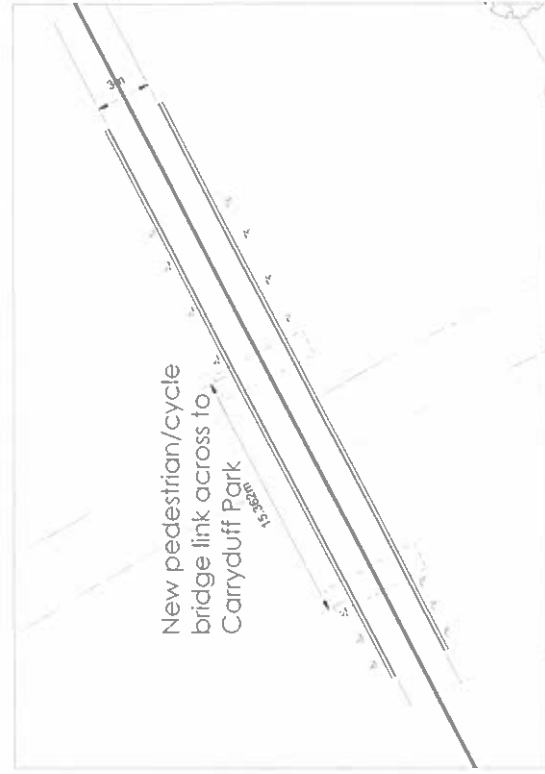
1. The design is based on the following assumptions:
 a. The bridge is a single span bridge with a length of 100m.
 b. The bridge is supported by two abutments and one pier.
 c. The bridge is designed for a design life of 100 years.
 d. The bridge is designed for a design speed of 50km/h.
 e. The bridge is designed for a design wind speed of 10m/s.
 f. The bridge is designed for a design flood level of 1.0m above the highest water level.
 g. The bridge is designed for a design seismicity of 0.1g.



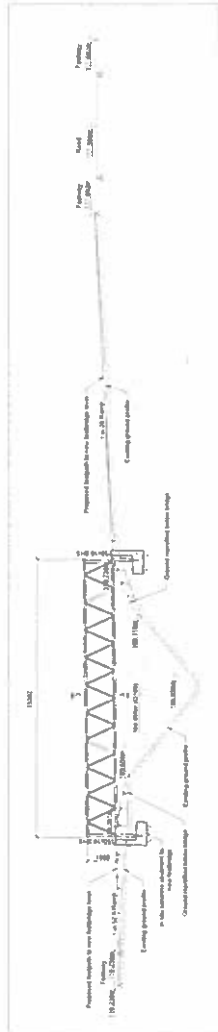
Base Details for Section 1.1 & Section 2.2



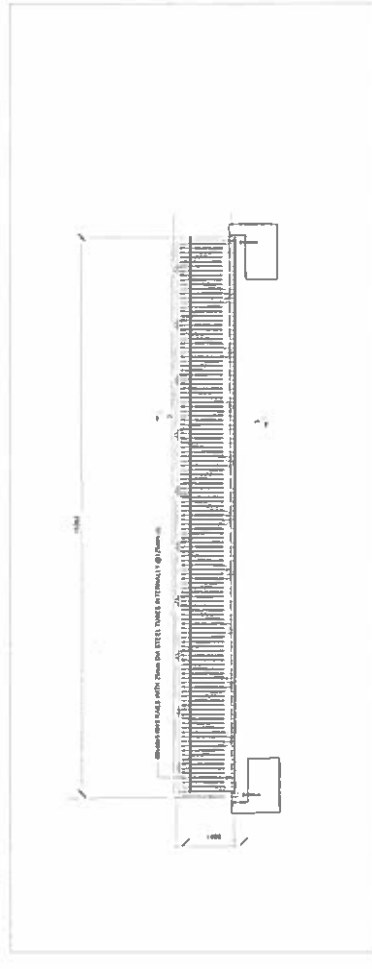
Section 1.1 100



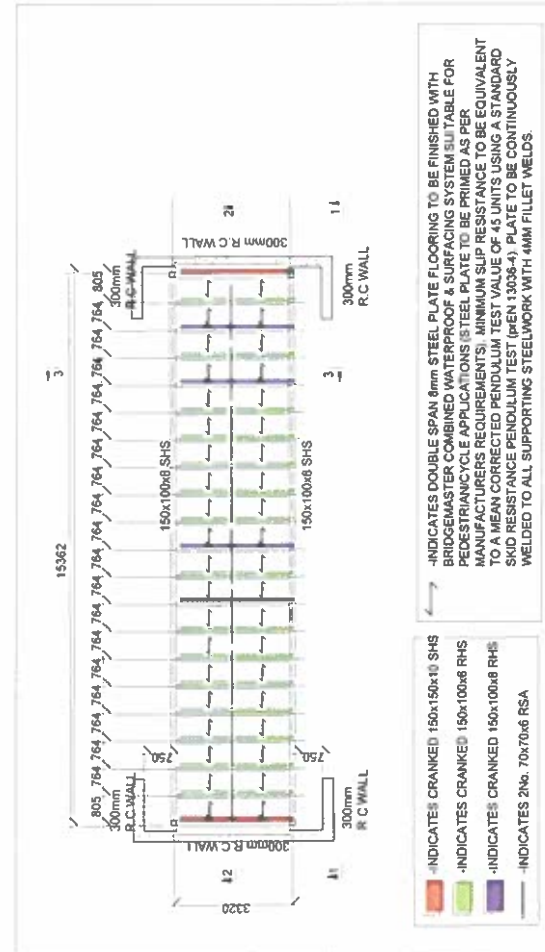
Plan of Proposed Footbridge 1:100



Section 1.1 - Proposed Footbridge Elevation 1:100
 (Pedestrian parapet omitted for clarity)



Section 2.2 150



Section 4.4 150

| | |
|-------------|---|
| Client | Fraser Hoopes Ltd |
| Project | Proposed Footbridge to Carryduff River |
| Location | Carryduff Park, Carrickfergus, Co. Antrim |
| Drawn by | BC |
| Checked by | AS |
| Approved by | AS |
| Date | Jan 2022 |
| Revision | P3 |

DATED

LICENCE FOR ALTERATIONS

relating to

THE BARONSGRANGE DEVELOPMENT, COMBER ROAD, CARRYDUFF, BT8 8AN

between

LISBURN & CASTLEREAGH CITY COUNCIL

and

FRASER HOMES LTD

This licence is dated

2024

PARTIES

- 1 **LISBURN & CASTLEREAGH CITY COUNCIL** of Civic Centre, Lagan Valley Island, Lisburn, BT27 4RL ('the **Council**'); and
- 2 **FRASER HOMES LIMITED** incorporated and registered in Northern Ireland with company number NI016255 whose registered office is at 72-74 Omagh Road, Dromore, Omagh, Northern Ireland, BT78 3AJ ('**Fraser Homes**').

BACKGROUND

- (A) This licence is supplemental and collateral to the Agreement.
- (B) Fraser Homes intends to carry out the Works and, under the terms of the Agreement, requires the consent of the Council to do so.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

| | |
|-----------------------------|---|
| CDM Regulations: | means the Construction (Design and Management) Regulations (Northern Ireland) 2016 (as amended); |
| Agreement: | means the Bridge Agreement of the Property dated the date hereof and made between the Council and Fraser Homes and all documents supplemental or collateral to it; |
| Property: | means the property known as phase 9B of The Baronsgrange Development, Comber Road, Carryduff, BT8 8AN as more particularly described in and demised by the Agreement as the "Property"; |
| Term: | means the term of years granted by the agreement and any agreed or statutory continuation of the Agreement. |
| Works: | means the works as shown on the plans and specification attached to this licence to construct the pedestrian and cycle bridge approved by planning approval reference []. |
| Section 76 Agreement | means the Section 76 Agreement of the Property dated [] and made between the Council and Fraser Homes and all documents supplemental or collateral to it; |

- 1.2 References to Fraser Homes include a reference to its successors in title and assigns.
- 1.3 References to the **end of the Term** are to the end of the Term however it ends.
- 1.4 Clause headings shall not affect the interpretation of this licence.

- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.12 Unless the context otherwise requires, references to clauses are to the clauses of this licence.
- 1.13 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. **CONSENT TO CARRY OUT THE WORKS**

- 2.1 In consideration of the obligations on Fraser Homes in this licence, the Council consents to Fraser Homes carrying out the Works on the terms set out in this licence.
- 2.2 Nothing in this licence will place Fraser Homes under an obligation to the Council to carry out the Works, but if it does carry them out, it must do so on the terms of this licence.
- 2.3 This consent does not obviate the need for the consent or licence of any person other than the Council that may be required to carry out the Works.

3. **STARTING THE WORKS**

- 3.1 Fraser Homes must not start the Works until it has complied with the requirements of this clause.
- 3.2 Fraser Homes must obtain all other licences and consents that are required for the Works under all laws and by the owner or occupier of any neighbouring land or otherwise.
- 3.3 Fraser Homes must provide details of the Works to the insurers of the Property and obtain their consent to carrying out the Works.
- 3.4 Fraser Homes must produce all such licences and consents to the Council and obtain the Council's confirmation they are satisfactory to the Council.

- 3.5 Fraser Homes must give the Council 3 copies of the plans and specification for the Works.
- 3.6 Fraser Homes must notify the Council and the insurers of the Property of the date it intends to start carrying out the Works.

4. CARRYING OUT AND COMPLETING THE WORKS

- 4.1 Fraser Homes must carry out the Works:
 - 4.1.1 using good quality, new materials which are fit for the purpose for which they will be used;
 - 4.1.2 in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance; and
 - 4.1.3 to the reasonable satisfaction of the Council.
- 4.2 In carrying out the Works Fraser Homes must comply with all laws and the terms of all other licences and consents, the requirements and recommendations of all relevant utility suppliers and those of the insurers of the Property.
- 4.3 Fraser Homes must take all proper steps to ensure that carrying out the Works does not make any of the following unsafe: the structure of the Property, any plant or machinery at the Property, the existing pipes, service media and infrastructure in, on or below the Property or to any neighbouring land or building.
- 4.4 Fraser Homes must use their best endeavours to ensure that the public and Council staff are kept safe from the Works at all times.
- 4.5 Fraser Homes shall remove all labour, plant, materials and equipment from the Property to leave the Property in a safe and satisfactory state.
- 4.6 Fraser Homes must cause as little disturbance and inconvenience as reasonably possible to the Council and the owners and occupiers of the estate of which the Property forms part and of any neighbouring land. Fraser Homes must not infringe any of their rights nor the rights of any other person in relation to the Property.
- 4.7 Fraser Homes must without unreasonable delay make good, to the reasonable satisfaction of the Council, any damage (including decorative damage) to any land or building or any plant and machinery (other than the Property) which is caused by carrying out the Works.
- 4.8 Fraser Homes must allow the Council and its surveyors access to the Property, both while the Works are being carried out and afterwards, and will give the Council the information it reasonably requests to establish that the Works are being and have been carried out in accordance with this licence.
- 4.9 Fraser Homes must:
 - 4.9.1 complete the Works within six months after the date of commencement of the Works but shall be afforded a reasonable extension of this period due to any events beyond the control of Fraser Homes preventing completion of the Works provided that they provide the Council with satisfactory evidence to show the events which were beyond their control; and

- 4.9.2 notify the Council as soon as the Works have been completed, and send the Council three copies of plans showing the Property as altered by the Works.

5. THE CDM REGULATIONS

- 5.1 Fraser Homes shall comply with its obligations under the CDM Regulations, including (without limitation) all requirements in relation to the provision and maintenance of a health and safety file.
- 5.2 Fraser Homes shall supply all information to the Council that the Council reasonably requires from time to time to comply with the Council's obligations under the CDM Regulations.

6. ADDITIONAL WORKS

- 6.1 If the terms of any planning permission, licence or consent (other than this licence) obtained for the Works, require any other works to be carried out (whether to the Property or to any other land) Fraser Homes must carry out such other works within any time limit imposed by such permission, licence or consent and in any event before the end of the Term.
- 6.2 The terms of this licence, other than **Error! Bookmark not defined.** will apply to the carrying out of such other works as if they formed part of the Works.
- 6.3 This clause is without prejudice to any requirement on Fraser Homes to obtain the consent of the Council to such other works pursuant to the Agreement and the consent of any other person that may be required for such other works.

7. FURTHER PROVISIONS RELATING TO THE WORKS

- 7.1 The Council shall not be obliged to insure the Works, even if they form part of the Council's adjoining property, and even after they have been completed in accordance with this licence.
- 7.2 Fraser Homes shall be obliged insure for the Works and they will be at the sole risk of Fraser Homes.
- 7.3 Fraser Homes must pay on demand any increase in the insurance premium and the amount of any additional insurance premium for the Property or any neighbouring land of the Council or the estate of which the Property forms part that arises because of the Works.
- 7.4 Before the end of the Term Fraser Homes must remove the Works and reinstate the Property and make good any damage caused to the Property or any land other than the Property by such removal and reinstatement.
- 7.5 Fraser Homes covenants in the Agreement and the Section 76 Agreement will extend to the Works and apply to the Property as altered by the Works.

8. NO WARRANTY BY THE COUNCIL

- 8.1 No representation or warranty is given or is to be implied by the Council entering into this licence or by any step taken by or on behalf of the Council in connection with it as to:
- 8.1.1 the suitability of the Property or the land of which it forms part for the Works; or

8.1.2 whether the Works or any removal or reinstatement of them may be lawfully carried out.

8.2 Fraser Homes acknowledges that it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Council before the date of this licence as to any of the matters mentioned in clause 8.1.

8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9. COSTS

9.1 Fraser Homes must pay all fees, rates and taxes that arise by reason of the Works (including any arising under the Planning Acts in relation to the Works) whether imposed on the Council or Fraser Homes and must indemnify the Council from all liability in relation to such fees, rates and taxes.

9.2 Fraser Homes must pay on demand any further reasonable costs and disbursements of the Council, its solicitors, surveyors and managing agents incurred in connection with the Works or any removal of them and reinstatement of the Property or in making good any damage to any land or building, plant or machinery (other than the Property) which is caused by the carrying out of the Works or by the removal of them or the reinstatement of the Property.

9.3 The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Council is able to recover that value added tax.

10. INDEMNITY

Fraser Homes shall indemnify the Council against all liabilities, costs, expenses, damages and losses directly suffered or incurred by the Council arising as a direct loss out of or in connection with any breach of the terms of this licence by Fraser Homes.

11. COSTS

11.1 On completion of this licence Fraser Homes must pay the reasonable costs and disbursements of the Council, its solicitors, surveyors, managing agents and insurers in connection with this licence.

11.2 Fraser Homes must pay on demand any further reasonable costs and disbursements of the Council, its solicitors, surveyors managing agents and insurers incurred in connection with the Works or any removal of them and reinstatement of the Property or in making good any damage to any land or building, plant or machinery (other than the Property) which is caused by the carrying out of the Works or by the removal of them or the reinstatement of the Property.

11.3 The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Council is able to recover that value added tax.

12. INSURANCE OF THE WORKS

12.1 The Works will be at the sole risk of Fraser Homes and Fraser Homes will insure same accordingly. On completion of the Works the covenants and other provisions in the Agreement shall then extend to all the Works from time to time executed.

- 12.2 Fraser Homes must pay within 21 days of written demand any increase in the insurance premium payable by the Council under the Lease that arises directly because of the Works

13. NOTICES

Any notice given under or in connection with this licence must be in writing and must be delivered by hand or sent by pre-paid first class post or other next working day delivery service or by any other means permitted by the Lease. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first class post or other next working day delivery service will be deemed to have been delivered on the second working day after posting.

14. LIABILITY

- 14.1 The obligations of Fraser Homes in this licence are owed to the Council and are made in consideration of the consent granted by clause 2.1.
- 14.2 Where Fraser Homes comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of Fraser Homes arising under this licence. The Council may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of those persons.

15. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

16. GOVERNING LAW

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

17. JURISDICTION

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1: Details of the Works

The installation and construction of the Bridge (as such term is defined in the Agreement) as such works are shown on the plans and specification.

The **COMMON SEAL** of
LISBURN AND CASTLEREAGH CITY COUNCIL
was affixed in the presence of:

Authorised Officer

(Witness 1 Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)

(Witness 2 Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)

EXECUTED as a DEED by

FRASER HOMES LIMITED acting by a

director in the presence of:

Jerel Keys
Director

Kim Cunningham
(Witness 1 Signature)

Kim Cunningham
(Witness' Name)

47 Tullybrannigan Road, Newcastle BT33 04S
(Witness' Address)

Company Accountant
(Witness' Occupation)

B. J.
(Witness 2 Signature)

Basik John O'Malley
(Witness' Name)

182 Lurgan Road Matherstown BT67 0BS
(Witness' Address)

RETIRED BANKER
(Witness' Occupation)

APPENDIX A- ATTACHMENT: PLANS AND SPECIFICATION FOR THE WORKS

BARONSGRANGE PHASE 9

Outline Bridge Specification

IBH0716
2.0
22 September 2022

OUTLINE BRIDGE SPECIFICATION

Document status

| Version | Purpose of document | Authored by | Reviewed by | Approved by | Review date |
|---------|---------------------|----------------|-------------|-------------|-------------|
| 1.0 | For Information | Joseph Fanning | John Boyle | John Boyle | 24/06/2022 |
| 2.0 | For information | Joseph Fanning | John Boyle | John Boyle | 22/09/2022 |

Approval for issue

John Boyle



22 September 2022

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Prepared by:

RPS

John Boyle MEng CEng MICE MIEI
Senior Associate - Highways, Civil and
Transportation

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Carryduff
BT8 8AD

T 07808399633
E stephenorr@fraserhomesltd.com

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| 3.1 | Description of Structure..... | 3 |
| 3.2 | Parapet/road restraint type..... | 3 |
| 3.3 | Materials | 3 |
| 3.4 | Maintenance | 4 |

1 SCHEME DETAILS

1.1 Type and Class of Route

This is a new pedestrian / cycleway route from the Baronsgrange Development to the existing public open space in Carryduff.

2 SITE DETAILS

2.1 Obstacle crossed/retained.

The steel bridge will carry the new pedestrian / cycleway over the Carryduff River into the existing public open space.

3 PROPOSED STRUCTURE

3.1 Description of Structure

The single span steel structure will carry the new pedestrian / cycleway over the Carryduff River into the existing public open space. The structure is defined as Working Life Category 5, in accordance with BS EN 1990, and will be designed for a design life of 120 years in accordance with PD 6694-1 and DEM 134/11.

Reinforced concrete abutments will support the steel bridge structure at either side of the watercourse.

3.2 Parapet/road restraint type

1.6m high pedestrian/cyclist parapets in accordance with BS 7818 TD 19/06 with vertical steel bars fixed to the inside of the structure on each side.

3.3 Materials

Reinforced Concrete in accordance with BS 8500

| | |
|-----------|--------------------|
| Abutments | C40/50 (33.3% PFA) |
| Blinding | ST2 |

Concrete Grade C40/50 Properties

| | |
|-------------------------|-----------------------|
| Combination Type | CIIB-V+SR |
| Min cement content | 380 kg/m ³ |
| Water/cement ratio | 0.35 |
| Minimum cover (in situ) | 45mm |
| Δc (in situ) | 10mm |
| Nominal cover (in situ) | 55mm |

Other

| | |
|---------------|--|
| Reinforcement | Grade 500B in accordance with BS 8666 2010 and BS 4449: 2005 |
|---------------|--|

| | |
|----------|----------------------------------|
| Parapets | Stainless Steel with BS EN 1317. |
|----------|----------------------------------|

| | |
|-----------------------|--|
| Backfill to structure | Class 6N in accordance with SHW Series 600, Table 6/1. Assumed density between 18 and 22 kN/m ² . Assumed range of phi angle between 35° and 45°. To be confirmed by testing in accordance with Specification Appendix 1/5. |
|-----------------------|--|

3.4 Maintenance

The Overall Design Life = 120 years, but some of the bridge elements will require maintenance and replacement as their expected life is shorter than the bridge itself, these elements will be bearings, expansion joints and deck waterproofing/surfacing. Plus the steelwork protective paint system.

The life expectancy as follows:

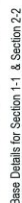
Bearings = 40-50 years

Expansion Joints = 40-50 years

Deck Surfacing = 20 years

Paint System = 20-25 years (possible minor maintenance after 12 years).

Appendix A
Site Location Plan

[illegible]