

APPROVAL OF PLANNING PERMISSION

Planning (Northern Ireland) Order 1991

Application No: **P/2006/1117/F**

Date of Application: **24th May 2006**

Site of Proposed Development: **Land opposite Nos. 20-24 Watsons Road
Newry**

Description of Proposal: **Construction of new housing development consisting of 77
dwellings and associated access, roads, parking and landscaping.**

Applicant: **EBD Construction**
Address: **2A Seavers Road
Newry
BT35 8HA**

Agent: **Milligan Reside Larkin Architects
Ltd**
Address: **56 Armagh Road
Newry
BT35 6DN**

Drawing Ref: **01 (REV 4), 02 (REV 9), 03 (REV 3), 04 (REV 2), 08 (REV 2), 10 (REV 2),
11 (REV 2), 12 (REV 2), 13 (REV 2), 18, 19,**

The Department of the Environment in pursuance of its powers under the above-mentioned
~~Order hereby~~

GRANTS PLANNING PERMISSION

for the above-mentioned development in accordance with your application subject to
compliance with the following conditions which are imposed for the reasons stated:

1. As required by Article 34 of the Planning (Northern Ireland) Order 1991, the
development hereby permitted shall be begun before the expiration of 5 years from
the date of this permission.

Reason: Time Limit.

2. All hard and soft landscape works shall be carried out in accordance with the
approved details and the appropriate British Standard or other recognised Codes of
Practise.

Reason: To ensure the provision, establishment and maintenance of a high standard of



landscape.

3. No development activity shall commence on site until a Badger Fencing Method Statement is submitted to the Department and agreed in writing and all badger fencing on site shall conform to this. This shall include a drawing showing the location of all badger fencing to be erected on the site and shall provide details of the type of fencing and the construction method to be used, including timing of works.

Reason: To protect badgers and their setts.

4. There shall be no construction works, vegetation clearance, disturbance by machinery, dumping or storage of materials within the badger sett exclusion zones, wildlife corridors or wetland area as shown on Drawing No. 02 (Rev 9), date stamped 27th February 2013 by the Planning Office.

Reason: To protect badgers and their setts and newt breeding habitat.

5. Existing trees and hedgerows, as shown on Drawing No. 02 (Rev 9), date stamped 27th February 2013 by the Planning Office, shall be retained and protected in accordance with British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations. No retained tree shall be cut down, uprooted or destroyed, or have its roots damaged within the crown spread nor shall arboricultural work or tree surgery, including ivy removal, take place on any retained tree other than in accordance with the approved plans and particulars, without the written approval of the Department.

Reason: To minimise the impact of the proposal on the biodiversity of the site, including protected species.

6. No development activity shall commence on site until a lighting scheme is submitted to the Department and agreed in writing. The lighting scheme shall show the use of low level street lighting throughout the site and shall show no illumination of the badger sett exclusion zones, wildlife corridors, wetland area or retained trees and hedgerows.

Reason: To minimise the impact of the proposal on the biodiversity of the site, including protected species.

7. The Private Streets (Northern Ireland) Order 1980. The Department hereby determines that the width, position and arrangement of the streets, and the land to be regarded as being comprised in the streets, shall be as indicated on Drawing No FB1016-202 REV F bearing the date stamp 14th March 2013.

Reason: To ensure there is a safe and convenient road system within the development and to comply with the provisions of the Private Streets (Northern Ireland) Order 1980.

8. Notwithstanding the provisions of the Planning (General Development) Order (NI) 1993 no garages shall be sited closer than 5.6 metres from the back of the footway or



service strip.

Reason: To ensure that there is space for a parked vehicle without encroaching onto the footway or service strip.

9. The Private Streets (Northern Ireland) Order 1980 as amended by the Private Streets (Amendment) (Northern Ireland) Order 1992

No part of the development hereby permitted shall be occupied until the works necessary for the improvement of a public road have been completed in accordance with details outlined blue on Drawing No.FB1016-202 REV F bearing the date stamp 14th March 2013.

The Department hereby attaches to the determination a requirement under Article 3(4A) of the above Order that such works shall be carried out in accordance with an agreement under Article 3 (4C).

Reason: To ensure that the road works considered necessary to provide a proper, safe and convenient means of access to the development are carried out.

10. The visibility splays as indicated on drawing No FB1016-202 REV F bearing the date stamp 14th March 2013 at the junction of the proposed housing access road with the public road, shall be provided in accordance with the approved plans, prior to the commencement of any works or other development.

Reason: No ensure there is a satisfactory means of access in the interests of road safety and the convenience of road users.

11. No dwellings shall be occupied until that part of the service road which provides access to it has been constructed to base course; the final wearing course shall be applied on the completion of each phase.

Reason: To ensure the orderly development of the site and the road works necessary to provide satisfactory access to each dwelling.

12. Notwithstanding the provisions of the Planning (General Development) (Northern Ireland) Order 1993, no buildings, walls or fences shall be erected, nor shall boundaries be defined by the formal planting of hedges or rows of trees, between the shared surface road (as defined in the Departments Creating Places) and any building having a frontage to it.

Reason: To ensure an informal plan layout in accordance with the Department of the Environment's and Department for Regional Development's design guidance for achieving quality in residential developments.

13. Notwithstanding the provisions of the Planning (General Development) (Northern Ireland) Order 1993, no buildings, walls or fences shall be erected, nor hedges nor formal rows of trees grown, (in verges / service strips) determined for adoption.



Reason: To ensure adequate visibility in the interests of road safety and the convenience of road users and to prevent damage or obstruction to services.

14. No dwelling shall be occupied until provision has been made and permanently retained within the curtilage of the site for the parking of private cars at the rate of 2 spaces per dwelling.

Reason: To ensure adequate (in -curtilage) parking in the interests of road safety and the convenience of road users.

15. Prior to the commencement of any development hereby approved, the developer shall have written consent of Northern Ireland Water to connect into existing foul and storm water systems or obtain the written consent of the Department for alternative means of disposal of storm and foul water from this development.

Reason: To ensure drainage and run off from the application site are adequately dealt with.

16. The Private Streets (Northern Ireland) Order 1980 The development shall be in accordance with the requirements of the Department's Layout of Housing Roads Design Guide 1980 and, for the purpose of adopting private streets as public roads, the Department shall determine the width, position and arrangement of the streets associated with the development and the land to be regarded as comprised in those streets.

Reason: To ensure there is a safe and convenient road system within the development and to comply with the provisions of the Private Street (Northern Ireland) Order 1980.

17. No part of the development hereby permitted shall be occupied until the works necessary for the provision of the footway adjacent to Watsons Road/Liska Road has been completed in accordance with the approved layout on drawing No FB1016-202 REV F bearing the date stamp 14th March 2013.

Reason: To ensure that the road works considered necessary to provide a proper, safe and convenient means of access to the development are carried out.

18. The development hereby permitted shall not be commenced until a Street Lighting scheme design has been submitted and approved by the Department for Regional Development Street Lighting Section.

Reason: Road safety and convenience of traffic and pedestrians.

19. The Street Lighting scheme, including the provision of all plant and materials and installation of same, will be implemented as directed by the Department for Regional Development Street Lighting Section.

Reason: To ensure the provision of a satisfactory street lighting system, for road safety and convenience of traffic and pedestrians.



20. All appropriate road markings and associated signage within the development and on the public road shall be provided by the developer in accordance with the Department's specification (Design Manual for Roads & Bridges) and as directed by Roads Service Traffic Management Section prior to the development becoming occupied by residents.

Reason: In the interest of road safety and traffic progression.

21. The gradient of a private access should not exceed 8% for the first 5m outside the public road boundary and a maximum gradient of 10% thereafter.

Reason: In the interest of Road Safety.

22. The developer prior to the commencement of any road works shall provide a detailed programme of works and associated traffic management proposals to the Department of Regional Development Roads Service for agreement in writing.

Reason: To facilitate the free movement of roads users and the orderly progress of work in the interests of road safety.

23. The developer will contact Roads Service Traffic Management prior to commencement of works on site to agree a suitable position for any existing road signage that will require being relocated as a result of this proposal.

Reason: In the interests of road safety and traffic progression.

24. Upon the occupation of any 26 of the dwellings, the developer shall provide the proposed public open space and all peripheral planting as indicated on the approved plan, drawing no.02 (REV 9) date stamped 27th February 2013.

Reason: To ensure that the public open space provision is completed prior to the occupation of certain phases of the development for the benefit of the occupiers and to aid the integration of the development into the local landscape as quickly as possible and to assist in the provision of a quality residential environment in accordance with PPS7 Quality Residential Development and PPS8 Open Space, Sport and Outdoor Recreation.

Informatives

1. The applicant's attention is drawn to The Conservation (Natural Habitats, etc) Regulations (Northern Ireland) 1995 (as amended), which states that it is an offence to deliberately capture, injure or kill a wild animal of a European protected species included in Schedule II of these Regulations, which includes all species of bat. It is also an offence;
- (a) Deliberately to disturb such an animal while it is occupying a structure or place which it uses for shelter or protection;
 - (b) Deliberately to disturb such an animal in such a way as to be likely to;



- (i) Affect the local distribution or abundance of the species to which it belongs;
- (ii) Impair its ability to survive, breed or reproduce, or rear or care for its young; or
- (iii) Impair its ability to hibernate or migrate;
- (c) Deliberately to obstruct access to a breeding site or resting place of such an animal; or
- (d) To damage or destroy a breeding site or resting place of such an animal.

Mature trees on site have bat roost potential. If there is evidence of bat activity or roosts on the site, all works must cease immediately and further advice must be sought from the Wildlife Team, Northern Ireland Environment Agency, Klondyke Building, Cromac Avenue, Gasworks Business Park, Belfast BT72JA. Tel. 028 905 69605

2. The applicant's attention is drawn to Article 10 of the Wildlife (Northern Ireland) Order 1985 (as amended) under which it is an offence to intentionally or recklessly kill, injure or take any wild animal included in Schedule 5 of this Order, which includes the badger (*Meles meles*). It is also an offence to intentionally or recklessly: damage or destroy, or obstruct access to, any structure or place which badgers use for shelter or protection; damage or destroy anything which conceals or protects any such structure; disturb a badger while it is occupying a structure or place which it uses for shelter or protection.

Any person who knowingly causes or permits to be done an act which is made unlawful by any of these provisions shall also be guilty of an offence.

If there is evidence of badger on the construction site, all works must cease immediately and further advice sought from the Wildlife Team, Northern Ireland Environment Agency, Klondyke Building, Cromac Avenue, Gasworks Business Park, Belfast BT7 2JA. Tel. 028 905 69605

3. The applicant's attention is drawn to Article 10 of the Wildlife (Northern Ireland) Order 1985 (as amended) under which it is an offence to intentionally or recklessly kill, injure or take any wild animal included in Schedule 5 of this Order, which includes the smooth or common newt (*Lissotriton vulgaris*, formerly *Triturus vulgaris*). It is also an offence to intentionally or recklessly: damage or destroy, or obstruct access to, any structure or place which newts use for shelter or protection; damage or destroy anything which conceals or protects any such structure; disturb a newt while it is occupying a structure or place which it uses for shelter or protection.

Any person who knowingly causes or permits to be done an act which is made unlawful by any of these provisions shall also be guilty of an offence.

If there is evidence of newts on the site, all works must cease immediately and further advice sought from the Wildlife Team, Northern Ireland Environment Agency, Klondyke Building, Cromac Avenue, Gasworks Business Park, Belfast BT7 2JA. Tel. 028 905 69605

4. The applicant's attention is drawn to Article 4 of the Wildlife (Northern Ireland)



Order 1985 (as amended) under which it is an offence to intentionally or recklessly kill, injure or take any wild bird. It is also an offence to intentionally or recklessly: take, damage or destroy the nest of any wild bird while that nest is in use or being built; or take or destroy an egg of any wild bird. If any person intentionally or recklessly disturbs any wild bird while it is building a nest or is in, on or near a nest containing eggs or young; or disturbs dependent young of such a bird they shall be guilty of an offence.

Any person who knowingly causes or permits to be done an act which is made unlawful by any of these provisions shall also be guilty of an offence.

It is therefore advised that tree and hedge loss should be kept to a minimum and removal should not be carried out during the bird breeding season between 1st March and 31st August.

5. The applicant's attention is drawn to the Welfare of Animals Act (Northern Ireland) 2011 which indicates that it is an offence to cause unnecessary suffering to any animal. There are wild animals such as foxes and rabbits present on site. To avoid any breach of the Act through entombment or injury to animals on site the applicant should ensure that best practice techniques are applied during construction works. Advice on working with wildlife is available from the CIRIA online knowledge base at www.ciria.org
6. Water Management Unit recommends the following measures be incorporated:
In order to decrease the risk of the incorrect diversion of 'foul' sewage to drains carrying rain/surface water each building shall be provided with such sanitary pipework, foul drainage and rainwater drainage as may be necessary for the hygienic and adequate disposal of foul water and rainwater separately from that building. The drainage system should also be designed to minimise the risk of wrongly connecting the 'foul' sewage system to the rainwater drainage system, once the buildings are occupied.

The buildings associated with this planning application should not be occupied unless the necessary sewerage infrastructure is in place to transfer foul sewage to a Northern Ireland Water Limited (NIW) sewer in an acceptable manner or a private wastewater treatment facility consented by WMU. It should be noted that WMU does not favour existing sewerage infrastructure being utilised in such a way as to act as a temporary 'cesspit'.

Any oil tanks serving the development should be bunded. Pollution Prevention Guideline (PPG2).

The applicant should comply with all the relevant Pollution Prevention Guidelines in order to minimise the impact of the project on the environment, paying particular attention to:

- PPG 01 - General guide to pollution prevention
- PPG 02 - Above ground oil storage
- PPG 05 - Works and maintenance in or near water



PPG 06 - Working at demolition and construction sites

These PPGs can be accessed by visiting the netregs website at:
http://www.netregs.org.uk/library_of_topics/pollution_prevention_guides/construction_ppgs.aspx

Hard copies are available from NIEA WMU upon request.

Should a sewage pumping station be required for this development then the applicant must apply to NIEA WMU for Water Order (1999) consent for an 'emergency overflow'.

The applicant should be informed that it is an offence under the Water (Northern Ireland) Order 1999 to discharge or deposit, whether knowingly or otherwise, any poisonous, noxious or polluting matter so that it enters a waterway or water in any underground strata. Conviction of such an offence may incur a fine of up to £20,000 and / or three months imprisonment.

The applicant should ensure that measures are in place to prevent pollution of surface or ground water as a result of the activities on site, both during construction and thereafter.

7. Private Streets Order (Northern Ireland) 1980 Under the above Order the applicant is advised that before any work shall be undertaken for the purpose of erecting a building the person having an estate in the land on which the building is to be erected is legally bound to enter into a bond and an agreement under seal for himself and his successors in title with the Department to make the roads and sewers in accordance with the Private Streets Construction Regulations.
8. Separate approval must be received from Roads Service in respect of detailed standards required for the construction of streets in accordance with the Private Streets Construction Regulation.
9. In order to ensure that the laying of ducts and the erection of columns for street lighting is coordinated with the construction of the streets, the applicant should contact the Roads Service Street Lighting section at Carn Depo, Portadown before any construction work commences.
10. The service strips coloured green with black hatching on the approved plan have been determined as lands to be adopted by the DRD. It is, therefore, essential that vendors inform house purchasers of their limited rights within such strips. It is strongly recommended that the developer does not sell or lease the land from the service strips as parts of housing plots. If land for service strip is to be sold or leased to house purchasers the vendor must insert in the deeds the following clause or covenant:-

"The purchaser hereby covenants with the vendor that he/she, the purchaser, and his successors in title will not at any time hereafter erect or construct any building wall or



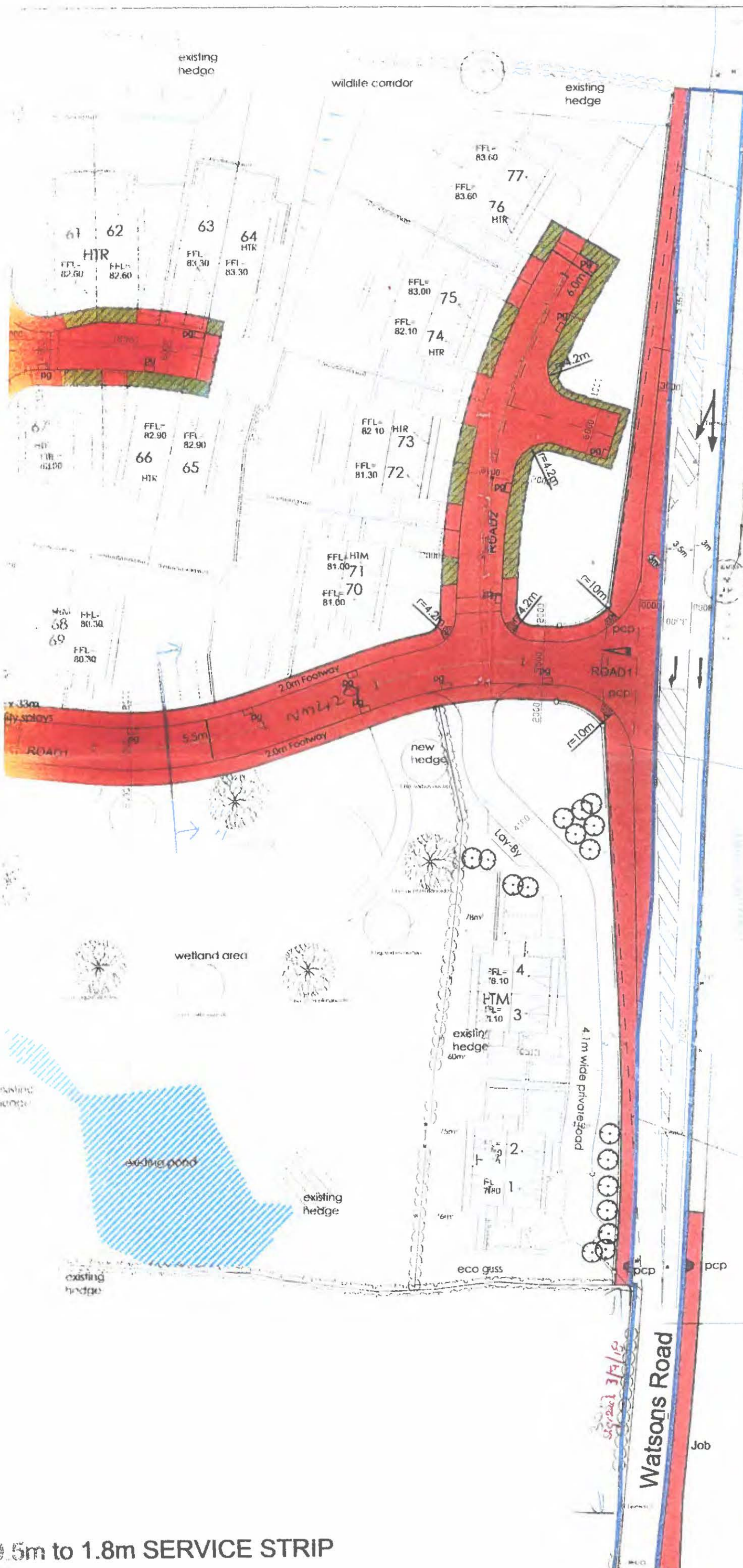
fence or plant any tree or shrub on the strip of land shown cross hatched green on the plan annexed hereto, nor do or suffer to be done therein or thereon any act, matter or thing whereby the cover of soil over or the support of the pipes, wires and/or cables laid in the said strip of land shall be altered or which may render access thereto more difficult or expensive and shall understand that the road authority and statutory undertakers have unencumbered right of access to the said strip of land.

11. Precautions shall be taken to prevent the deposit of mud and other debris on the adjacent road by vehicles travelling to and from the construction site. Any mud, refuse, etc. deposited on the road as a result of the development, must be removed immediately by the operator/contractor.
12. This permission does not alter or extinguish or otherwise affect any existing or valid right of way crossing, impinging or otherwise pertaining to these lands.
13. This permission does not confer title. It is the responsibility of the developer to ensure that he controls all the lands necessary to c proposed development.

Dated: 8th May 2013

Authorised Officer





Works outlined in blue on plan considered necessary for improvement of public road and to be carried out under Article 3 of the Private Streets (Amendment) Order 1992 and in accordance with an Agreement under Article 3 of the said Order.

PRIVATE STREETS DETERMINATION DRAWING FOR P/2006/1117/F

DEPARTMENT FOR REGIONAL DEVELOPMENT (N.I.) - PRIVATE STREETS (NORTHERN IRELAND) ORDER 1992 (ARTICLE 3)

The Department has examined the plans and is satisfied that they comply with the requirements of the Private Streets (Northern Ireland) Order 1992 (Article 3) and the Private Streets (Amendment) Order 1992 (Article 3).

Ray Hooper
26.3.13

SERVICE STRIPS
It is the responsibility of the developer to ensure that service strips are kept free from obstructions, i.e. trees or shrubs whose height or buildings, walls, fences or the like. The Department WILL NOT adopt the private site agreement should the developer fail to provide service strips.

Development Approved under P/2006/1575/F

Watsons Road to be widened as per approval P/2006/2037/F

Area Planning Office RECEIVED
14 MAR 2013
P/06/1117/F
Strategic Planning
Craigavon 2



GRANTED

Subject to Conditions (if any) as set out on

DEPT. FOR REGIONAL DEVELOPMENT

1.5m to 1.8m SERVICE STRIP

transportni

Rathkeltair House
Market St
Downpatrick
BT30 6AJ

Planning Application Reference Number:	P/2017/0967/F
Date Plans/Documents received by Planning	15/05/2017
Date Plans/Documents received by Transport NI:	19/06/2017
Drawing/Document Reference:	01/02

**No objections, street layout to be in accordance with previous approval
P/206/1117/F**

Issued on behalf of DFI ROADS

Response Date 25 -07-17

101.00 Existing Levels
 101.00 Proposed Levels

1.2m Retaining Wall Detail (As Detailed)
 Scale: 1:200

1.0m Retaining Wall Detail (As Detailed)
 Scale: 1:200

1.0m Retaining Wall Union (As Detailed)
 Scale: 1:200



Proposed Site Plan
 Scale: 1:500



Fence Elevation
 Scale: 1:50

1.8m high 100mm thick Galvalume
 Painted Plaster Finish
 Garden Wall

Rear Garden Wall Elevation
 Scale: 1:50



Retaining Wall Elevation
 Scale: 1:50



Proposed Housing Development
 Matson Road
 Newry, Co Down

EDB Construction

17/19 01

Proposed Site Plan

March 2017 1:500 Glyn Mitchell

100 Matson Road, Newry, Co Down BT34 4JR + 02841 769721
 02841 773996 glyn.architectural@gmail.com





APPROVAL OF PLANNING PERMISSION

Planning Act (Northern Ireland) 2011

Application No: **LA07/2017/0967/F**

Date of Application: **15th May 2017**

Site of Proposed Development: **Lands opposite numbers 20-24 Watsons Road
Newry**

Description of Proposal: **Construction of 22 dwellings (Proposed change of house types for 22 houses for sites Number 1- 4 and 60-77 using the same approved entrance and road layout approved under ref P/2006/1117/F)**

Applicant:	EDB Construction Ltd	Agent:	Glyn Mitchell Architectural Design
Address:	Marmions Yard Seavers Road Killeavy Newry BT35 8NA	Address:	139 Ballinran Road Kilkeel BT34 4JB

Drawing Ref. 01, 03, 04, 05, 06, 07, 08, 09,

The Council in pursuance of its powers under the above-mentioned Act hereby

GRANTS PLANNING PERMISSION

for the above-mentioned development in accordance with your application subject to compliance with the following conditions which are imposed for the reasons stated:

1. As required by Section 61 of the Planning Act (Northern Ireland) 2011, the development hereby permitted shall be begun before the expiration of 5 years from the date of this permission.

Reason: Time Limit.



2. The permission hereby granted relates solely to the change of house types within the area outlined in red on the site location map (drawing No. 01 date stamped 19th June 2017) and as shown on the site layout (drawing No. 03 date stamped 19th June 2017) and shall also adhere to the conditions as previously approved under planning reference P/2006/1117/F.

Reason: To ensure that all other conditions of the previous approval are adhered to

3. Street layout shall be in accordance with approval issued under P/2006/1117/F.

Reason: In the interests of road safety

4. No site works of any nature or development shall take place until a programme of archaeological work has been implemented, in accordance with a written scheme and programme prepared by a qualified archaeologist, submitted by the applicant and approved by the Planning Authority. The programme shall provide for the identification and evaluation of archaeological remains within the site, for mitigation of the impacts of development, through excavation recording or by preservation of remains, and for preparation of an archaeological report.

Reason: To ensure that archaeological remains within the application site are properly identified, and protected or appropriately recorded.

5. Access shall be afforded to the site at all reasonable times to any archaeologist nominated by the Department for Communities – Historic Environment Division to observe the operations and to monitor the implementation of archaeological requirements.

Reason: To monitor programmed works in order to ensure that identification, evaluation and appropriate recording of any archaeological remains, or any other specific work required by condition, or agreement is satisfactorily completed.

Informatives

1. This notice relates to drawing Nos. 01, 03, 04, 05, 06, 07, 08 and 09 which were received on 19th June 2017.
2. This permission does not alter or extinguish or otherwise affect any existing or valid right of way crossing, impinging or otherwise pertaining to these lands.
3. This permission does not confer title. It is the responsibility of the developer to ensure that he controls all the lands necessary to carry out the proposed development.

Dated 11th October 2017

Authorised Officer _____

nd no 13/19

**DEPARTMENT FOR INFRASTRUCTURE
PRIVATE STREETS (NORTHERN IRELAND) ORDER 1980 AS AMENDED BY THE
PRIVATE STREETS (AMENDMENT) (NORTHERN IRELAND) ORDER 1992 -
ARTICLE 32**

Article 32 Agreement and Bond

Ref 6/P/2006/1117/02

**DEVELOPMENT AT 20-24 WATSONS RD NEWRY
STAGE 02**

AN AGREEMENT made the 25 day of September 2008 between the Department for Infrastructure (hereinafter called "the Department") of the first part and FINNEGAN CONTRACTS LTD having its Registered Office at 7, CARROWBANE ROAD, DRUMILLY BELLEEK, DOWN, BT35 7QL (hereinafter called "the Developer") of the second part

WHEREAS:

1. The Developer has Freehold estate in certain lands described in the Schedule which are delineated on a plan (reference number NM429) annexed hereto (hereinafter called "the plan") and thereon surrounded by a red line (hereinafter called "the said lands") which are proposed to be developed for Housing development purposes at 20-24 Watsons Rd Newry .
2. The Developer proposes to carry out in the said lands at his expense street works in private streets (hereinafter called "the said streets") the lines of which are shown on the plan and coloured Red With Service Strips Coloured Green And Hatched.
3. The Developer desires that the said streets shall on completion become public roads maintainable at public expense.

NOW in pursuance of the foregoing and in exercise of the powers conferred by Article 32 of the Private Streets (Northern Ireland) Order 1980 and of all others enabling it is hereby agreed and declared as follows:-

1. The position of any street constructed in pursuance of this Agreement shall unless otherwise agreed be in accordance with the plan.
2. The Developer shall properly construct and complete the streets in accordance with the Private Streets (Construction) Regulations (Northern Ireland) 1994 (as amended by the Private Streets (Construction) (Amendment) Regulations (Northern Ireland) 2001) and shall ensure that no trees or shrubs greater than 500 mm mature height are planted in service strips or verges and that all such areas are kept free of buildings, walls, gates, fences or other means of enclosure or obstruction.
3. The Developer shall carry out and complete the street works with all diligence to the satisfaction of the Department so that there shall be a direct connection to an existing public road from any building erected on the said lands and street lighting columns shall

have been erected ready for lighting and the Developer shall have arranged for an electricity supply thereto. These works shall be completed within 12 months of the occupation of any building erected on the said lands or such longer period as the Department considers reasonable. Where a building fronting the street has been occupied for 12 months and the street works have not been completed to the satisfaction of the Department it shall have the right (after giving to the Developer notice in writing of its intention to do so) to complete such street works or any part thereof and charge the cost thereof against the Developer.

4. The Developer will during the progress of the said works give to any representative of the Department free access to every part of the said streets and the sites thereof and permit him to inspect the same and all materials used or intended for use therein and shall give effect to any requirement made or instruction given to conform to the relevant plans and specifications.

5. The Developer will for at least twelve months or until such longer time as the said streets shall become public roads maintainable at public expense;

(a) keep the whole of the works in a good state of efficiency and repair;

(b) ensure that no trees or shrubs greater than 500 mm mature height are planted in service strips or verges and that all such areas are kept free of buildings, walls, gates, fences or other means of enclosure or obstruction;

(c) reinstate and make good any defects which shall or may appear, arise or become manifest to any representative of the Department and the Department may until the said streets shall become public roads require the Developer to make good any portion of the said works considered to be defective and require the reconstruction of the same by the Developer; and

(d) in respect of the street lighting installation, be responsible for major repairs, warranty failures, repair of vandalism, damaged columns, outage inspection and lamp replacement and the payment of electrical energy until removal of the meter. Upon the Department's issue of an 'Acceptance of Transfer of Street Light Electrical Energy and Maintenance Certificate' the Department at its own expense shall undertake the outage inspection and lamp replacement and be responsible for the payment of electrical energy for street lights and illuminated traffic signs to which the certificate refers.

6. When the street works shall have been completed and maintained for at least twelve months in accordance with this Agreement and the terms of this Agreement shall have been duly complied with the Department shall issue a certificate to that effect on being requested to do so by the Developer. Where it has been agreed that the street works shall be carried out in sections a certificate may be issued in respect of any section provided that the streets in that section are connected to a public road.

7. Prior to the execution of this Agreement by the Department the Developer shall pay to

the Department the sum of £2158.00 being the estimated cost to the Department of carrying out inspections, investigations and tests and the taking of samples. This cost is based on a scale determined by the Department. Receipt by the Department of the payment of such sum shall not create any contractual relationship between the Department and the Developer nor absolve the Developer from any liability or obligation imposed upon him by the terms of this Agreement or by statute or at common law and the Department will not be liable for any loss, damage or injury which the Developer may sustain by reason of insufficient or negligent inspection of the works by the Department.

8. The Developer shall secure the due performance of this Agreement by means of a guarantee bond (or by any other means acceptable to the Department) in the sum of £57900.00 being the estimated cost of the street works in the said streets. Provided that the Department may at the request of the Developer agree to a reduction in the amount secured on completion of any part of the said street works.
9. If at any time the Developer does not comply with any of the terms of this Agreement or of any stipulations made thereunder then the Department shall be entitled on giving fourteen days notice in writing to that effect to carry out and/or complete the street works or any part or parts thereof and the permanent removal from service strips or verges of any trees or shrubs planted therein greater than 500 mm mature height, or any buildings, walls, gates, fences or other means of enclosure or obstruction erected thereon and the Developer shall forthwith pay to the Department the expenses incurred by it in carrying out or completing the said works. Provided that the Department shall be at liberty to utilise all or any portion of the said sum paid or secured to them for the purpose of carrying out or completing the said street works.
10. The Developer hereby covenants with the Department that he will well and faithfully perform all the conditions undertakings and agreements on his part herein contained and that in default on the part of the Developer in respect of the performance in any particular of the said conditions and agreements or in the event of the Developer becoming liable to pay or repay to the Department any sum or sums of money arising out of this Agreement the Department shall be entitled to a refund in respect of all such losses, damages, charges and expenses (including all costs and expenses incurred in carrying out works which the Developer has by this Agreement covenanted to undertake) and all such sum or sums so arising as the Department may sustain in or be put to or otherwise entitled to under this Agreement by reason of or in consequence of any such default or liability on the part of the Developer.

IN WITNESS whereof the Developer has hereunto set his hand and affixed his seal and the Official Seal of the Department has been hereunto affixed the day and year first hereinbefore written.

Present when the Common Seal of
FINNEGAN CONTRACTS LTD was affixed

Sealed with the Official Seal
of the Department for Infrastructure in the
presence of:-

A senior officer of the Department
for Infrastructure

Civil servant both of Clarence Court, Belfast

SCHEDULE

Description of Lands Referred To

All that piece of land bounded in red on the map ref NM429 annexed hereto and situated in
the

Townland of NEWRY TOWN

Parish of NEWRY

Barony of LORDSHIP OF NEWRY

County of DOWN

City of

fronting to a Private Street coloured Red With Service Strips Coloured Green And Hatched

Ref No: 6/P/2006/1117/02

WHEREAS by Agreement dated 25 day of September 2018 annexed hereto and made between the above bounden Developer of the one part and the Department of the other part the Developer has agreed to execute and perform the works therein mentioned in the manner therein specified and subject to such terms, provisions, conditions and stipulations as in the said Agreement are particularly set forth.

NOW THE CONDITION OF THE ABOVE WRITTEN BOND OR OBLIGATION is such that if the above bounden Developer shall well and truly perform fulfil and keep all and every the covenants, clauses, provisos, terms, conditions and stipulations in the said recited Agreement contained or expressed and on their part to be observed, performed, fulfilled and kept according to the true purport, intent and meaning thereof then the above written Bond or Obligation shall be void but otherwise the same shall remain in full force and virtue.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that no indulgence or extension of time granted to the Developer by the Department and no variation of or alteration in the Agreement between the Developer and the Department shall be deemed in any way to release the above bounden FINNEGAN CONTRACTS LTD and Cash Bond from their liabilities thereunder.

SEALED with our respective seals
the.....day of.....20.....

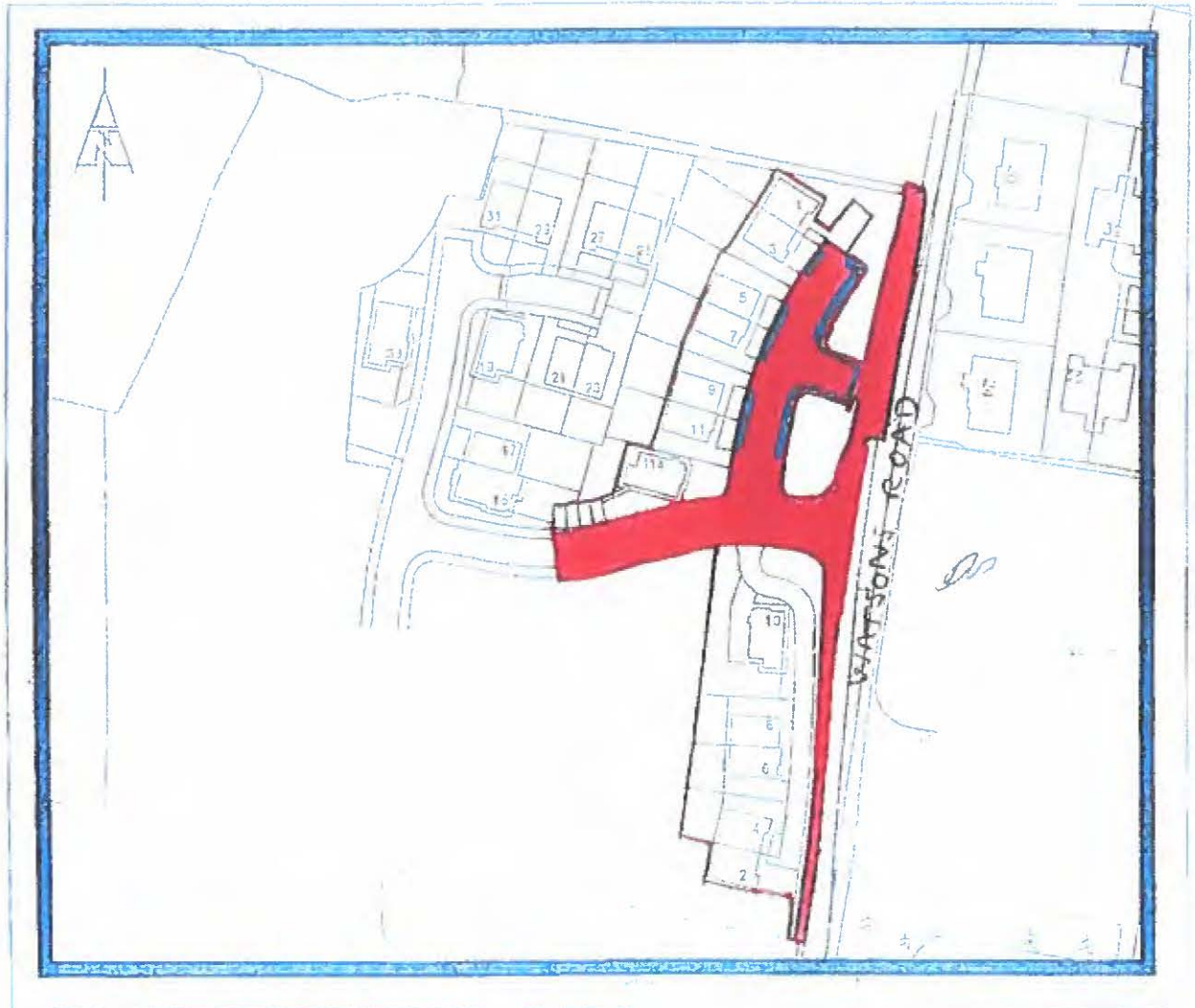
Present when the Common Seal of
FINNEGAN CONTRACTS LTD was affixed:

Present when the Common Seal of
Cash Bond was affixed:



ARCHITECTURAL
DESIGN

17-19 The Square, Killeel, Co Down BT34 4AA t: 028 41763961
m: 07803 177197 / 07801 952862 e-mail: info@mourne.org



Site Location Map

Scale 1:1250
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Licence No 2502

Road Bond

SERVICE STRIPS

It is the responsibility of the developer to ensure that service strips are kept free from obstruction, i.e. trees or shrubs of over 500mm mature height or buildings, walls, fences or hedges.

The Department WILL NOT adopt the private street covered by the agreement should the developer fail to provide unobstructed service strips

Bond plan Ref: NM429.

**DEPARTMENT FOR INFRASTRUCTURE
THE PRIVATE STREETS (NORTHERN IRELAND) ORDER 1980 AS
AMENDED BY THE PRIVATE STREETS (AMENDMENT) (NORTHERN
IRELAND) ORDER 1992**

DEVELOPMENT AT 20-24 WATSONS RD NEWRY

STAGE 03

Dated this13th..... day ofNOVEMBER..... 20 18.....

The Department for Infrastructure

and

FINNEGAN CONTRACTS LTD

ARTICLE 3(4C) AGREEMENT

FOR THE CONSTRUCTION OF ROAD IMPROVEMENT WORKS AT
20-24 Watsons Rd Newry

AN AGREEMENT made the 30th day of ~~NOV 2012~~ 2013 between The Department for Infrastructure of Clarence Court, Belfast, BT2 8GB (hereinafter called "the Department") which expression shall where the context so admits include its successors in title of the one part and FINNEGAN CONTRACTS LTD having its registered office at 7 CARROWBANE ROAD DRUMILLY BELLEEK BT35 7QL (hereinafter called "the Developer") which expression shall where the context so admits include its successors in title of the other part.

WHEREAS:-

(a) The Developer is desirous of developing a Housing development at 20-24 Watsons Rd Newry .

(b) The Department has exercised its street planning functions in relation to the said proposed development on Plan (ref NM429A) determined on 08/05/2013 under Planning Application Ia07/2017/0967/f.

(c) To comply with the requirements of the attachment to the determination under the said street planning functions the Developer requires to improve 20-24 WATSONS RD NEWRY with the provision of The works are comprised of the following insofar as they fall within the site:.

(d) The Department has agreed with the Developer to assist the Developer to satisfy the requirements of the said street planning functions determination in manner hereinafter appearing.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-

1.0 For the purpose only of enabling the Developer to carry out the said works referred to in paragraph (c) which works are more particularly described in the First Schedule hereto (and are hereinafter referred to as "the Works") and for no other purpose whatsoever the Department agrees that the Developer shall have licence and authority to enter from such date as the Developer shall have notified the Department as being the date on which it intends to enter the site such date to be within 6 weeks from the date of this Agreement (hereinafter called "Date of Entry") all that plot of land (hereinafter called "the Site") and is more particularly described in the Second Schedule hereto and is delineated and edged blue on the site plan annexed hereto.

2.0 The Developer hereby agrees with the Department as follows:-

2.1 Forthwith at its own expense to take such steps as shall be necessary to obtain the consent of the proper authorities (other than the Department as highway authority) before the Date of Entry for laying out the Works in accordance with plans and specifications to be provided or approved by the Department as highway authority before the Date of Entry and shall as soon as practicable and in any case before the Date of Entry obtain the approval of the said authorities (other than the Department as highway authority) to the said plans and specifications.

2.2 Within 6 months from the Date of Entry to commence the Works and subject to such extensions as the Developer may require in respect of delays properly certified by the Developer's Project Manager, who shall be a Chartered Engineer, (hereinafter called "the Project Manager") and agreed by the Department under the "NEC ECC" Conditions of Contract between the Developer and its contractor to complete at its own expense in

accordance with the approved plans and specifications the laying out and the construction of the Works as aforesaid to the reasonable satisfaction of the Department and of the said authorities and to remedy any defects arising in the same for a period of 12 calendar months from the date of completion of the Works as decided by the Project Manager (hereinafter called "the Remedy Period") (the Developer being responsible in respect of all damages to the Works arising from the failure of the Developer to have completed the Works properly in accordance with this Agreement but not otherwise) until liability for the maintenance of same is accepted by the Department in accordance with Clause 4 hereof as highway authority for maintenance at the public expense and in respect of the Works to secure due performance by a bond (or by any other means acceptable to the Department) in the sum of £19900.00 (the estimated cost of the Works) and in such manner as shall be approved by the Department, the bond to continue for the duration of the Remedy Period, such approval not to be unreasonably withheld or delayed. Provided always that the Department will at the request of the Developer authorise any proper and necessary amendment of the approved plans and specifications as is compatible with effecting the carrying out of the Works such authorisation not to be unreasonably withheld or delayed and such amendment shall be recorded by a memorandum annexed thereto. The Department may at the request of the Developer agree to a reduction in the amount secured on completion of any part of the said Works. Supervision of the Works shall be carried out to the reasonable satisfaction of the Department by the Project Manager. Before the construction of the Works commences, the Developer shall nominate someone experienced in road construction to be the Project Manager and, on the nomination being approved by the Department such approval not to be unreasonably withheld or delayed shall appoint such person as the Project Manager.

2.3 That the Developer shall for the purpose hereof and at its own cost;

- a. give all necessary notices required under any orders or regulations relating to the Works;
- b. execute the Works under the general inspections and to the reasonable satisfaction of the Department;
- c. pay all proper and reasonable claims for the fees, charges and other payments whatsoever which during the progress of the Works may become legally payable or lawfully demanded by the Department in discharge of its statutory or other functions or by any public utility or undertaking in respect of such works or of anything done under this Agreement;
- d. provide evidence of its insurance indemnity against all legal liability for Article 3(4C) works.

2.4 Not without the consent in writing of the Department to build, erect, construct or place or permit or suffer to be built, erected, constructed or placed on the Site any building, structure, erection or works (other than the Works) or any exterior sign or advertisement of any kind save for temporary site accommodation structures and without such consent aforesaid not at any time to make any alterations or additions to the Works or change their design. Traffic Police are to be informed of the temporary measures to deal with the management of traffic while the Works are being constructed. The Department's approval in these measures is required. A copy of a Traffic Management Plan should be forwarded to the relevant Private Streets Section so that we can forward this to our Section Offices as and when required.

2.5 That the Department's officers, agents and servants and other authorised persons shall have the right at all times to enter upon the Site and the Works to view the state of progress of the same and to inspect and test the material and workmanship for the purpose of ascertaining generally that the agreements, conditions and stipulations herein contained have

been and are being duly observed and performed. But (save in the case of danger to the public) shall give no instruction and shall make no representation other than to the Developer or its representative who shall be nominated in writing and who shall be reasonably available and such instruction or representation shall be confirmed by the Department forthwith in writing.

2.6 Not to sell or dispose of any materials, earth, clay, gravel, chalk or sand from the Site or to suffer any of the same to be removed except insofar as shall be necessary for the execution of the Works provided nevertheless that the Developer may use for the purpose of the Works any of the aforementioned substances which may be excavated in the proper execution of such works but shall not at any time deposit or make up or manufacture upon the Site any building or other materials except such as shall be actually required for the Works in accordance with this Agreement.

2.7 That as soon as the Works herein shall be completed at the Developers expense forthwith to remove from the Site and the adjoining lands, roads and footpaths all temporary buildings and other materials employed in carrying out the Works and also to remove all rubbish whatsoever.

2.8 Not to assign, underlet or otherwise part with the whole or any part of their interest or possession under this Agreement without the consent of the Department such consent not to be unreasonably withheld. Save that the Developer shall be entitled to licence any contractor or sub-contractor approved by the Department such approval not to be unreasonably withheld or delayed to enter the Site to carry out the Works and that the Developer shall be entitled to assign the benefit of this Agreement to any good and solvent funding institution providing finance for the Works and/or the proposed development and notified by the Developer to the Department.

2.9 To indemnify and keep indemnified the Department from and against all legal liability in respect of loss, damage, actions, proceedings, suits, claims, demands, costs, damages, liabilities or expenses in respect of any injury to or the death of any person, the damage to any property whether moveable or immovable, the infringement or destruction of any rights, easements or privileges or otherwise by reason of or arising in any way directly or indirectly out of the repair, state of repair, condition, existence or use of the aforesaid Site or Works for which the Developer, its contractor, sub-contractors and person under their control are liable and to effect or cause to be effected the necessary insurance in the sum of £10 million per incident - the number of incidents unlimited - with a good and solvent insurance company to cover this indemnity upon written request and to produce such insurance policy or a sufficient extract therefrom and all renewal receipts on demand to the Department and to procure that the interest of the Department is noted in the said policy PROVIDED THAT the said indemnity is given on condition that no claim shall be settled without the written approval of the Developer and its insurers who or whose insurers shall have the conduct of any negotiations or litigation in respect of any matter to which the said indemnity applies.

3.0 PROVIDED ALWAYS and it is hereby agreed and declared that:-

3.1 Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Department and subject as hereafter provided if the Works or any part thereof shall not be completed in accordance with the programme

submitted in accordance with the "NEC ECC" Conditions of Contract or within this programme subject to such extensions as aforesaid or if the Developer shall not commence or proceed with the same with proper diligence or in case the Developer shall in any other way fail to perform or observe the stipulations and conditions on its part herein contained and fail to remedy breaches of any of the said stipulations and conditions on its part herein contained within 2 weeks after receipt of notice in writing from the Department requiring it to do so or if the Developer shall enter into liquidation whether compulsory or voluntary (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or enter into composition or arrangements with its creditors or suffer execution to be levied on its goods then and in such case, it shall be lawful for the Department at any time thereafter to enter upon the Site or any part thereof in the name of the whole and take possession of the Site and Works as if this Agreement had not been entered into and thereupon this Agreement shall determine but without prejudice to any right of action or other remedy of the Department in respect of any breach, non-observance or non-performance by the Developer of any agreements, conditions and stipulations herein contained PROVIDED THAT prior to such determination by re-entry the Department shall notify in writing any funding institution of whose existence it has been made aware under Clause 2.8 of this Agreement of its intention so to terminate this Agreement and if within the following period of twenty eight days of receiving such notice such funding institution offers in writing to the Department to undertake the obligations of the Developer under this Agreement then this Agreement shall be deemed to remain in full force and effect as if such funding institution were party to this Agreement in place of the Developer.

3.2 The Developer shall take the Site in its condition as at the Date Of Entry.

3.3 Any written decision, direction, approval, authority, permission or consent to be given by the Department under this Agreement shall be valid and effectual if signed by The Divisional Roads Manager Southern Division for the time being of the Department or such other officer or agent of the Department as may be from time to time designated for the purpose and shall be deemed to have validly served or to be conveyed to the Developer if sent by prepaid Registered Post or Recorded Delivery to the Developer at its address specified herein.

3.4 For the avoidance of doubts nothing herein contained or implied shall prejudice or affect the Department's rights, powers, duties and obligations in the exercise of its functions either as a Department of Government in Northern Ireland or in the exercise of its powers and duties under the Roads (Northern Ireland) Order 1993 and the Private Streets (Northern Ireland) Order 1980 as amended by the Private Streets (Amendment) (Northern Ireland) Order 1992 and the rights, powers, duties and obligations of the Department under all public and private statutes, bye-laws, orders and regulations may be as fully and effectually exercised in relation to the Site and the Works as if they were not in control of the Site and this Agreement had not been executed by them.

3.5 Save as is hereinbefore provided this Agreement shall be irrevocable.

4.0 The Department hereby warrants to and covenants with the Developer that it has control of the Site and that when the Works have been completed in accordance with this Agreement and the terms and conditions thereof have been duly complied with it shall issue a certificate to that effect.

IN WITNESS whereof the parties hereto have executed this Agreement as hereinafter appears.

Present when the Common Seal of
FINNEGAN CONTRACTS LTD
was affixed hereto:-

Present when the Official Seal
of the Department for Infrastructure was
affixed hereto:-

A senior officer of the Department
for Infrastructure

Civil servant both of Clarence Court, Belfast

FIRST SCHEDULE

"THE WORKS"

Construct right turning lane on the Watsons Road near its junction with Lisard Court. The works are detailed on determination drawing number 03 Rev 3 as submitted by Milligan Reside Larkin Ltd Architects as part of planning application P/2006/1117/F, as granted by Planning Service on the 8th May 2013. The work shall include for realignment of all entrances and relocation of all utility services, drainage and street furniture as required. The extent of road surfacing is to be established by TNI private streets inspector on site.

Prior to any work commencing the traffic management for this scheme to be agreed with Traffic Section in Marlborough House Craiagavon.

All works to be completed within 10 weeks of commencement. Upon full completion of the works a one-year maintenance period will commence and at the end of this period a certificate of completion will be issued in accordance with The Private Streets (Amendment) (NI) Order 1992.

SECOND SCHEDULE

"THE SITE"

The site consists of approximately 181 linear meters of the entire road known as Watsons Road Newry. The site starts at 31m from the Liska Rd and extends for 181m towards Dorans Hill. The site is shown outlined in blue on the attached plan with reference number NM429A.

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS that we FINNEGAN CONTRACTS LTD whose registered office is at 7 CARROWBANE ROAD DRUMILLY BELLEEKS BT35 7QL (hereinafter called "the Developer") and Acasta European Insurance Company Limited whose registered office is at 5/5 Crutchett's Ramp Gibraltar GX11 1AA (hereinafter called "the Surety") are held firmly bound to the Department for Infrastructure (hereinafter called "the Department") in the sum of £19900.00 (hereinafter called "the Sum") to be paid by us to the Department for which payment we bind ourselves jointly and severally and the successors and assigns respectively of each of us the said FINNEGAN CONTRACTS LTD and Acasta European Insurance Company Limited firmly by these presents.

SEALED with our respective seals

the 13th day of NOVEMBER 2015

Present when the Common Seal
of FINNEGAN CONTRACTS LTD was
affixed:

Present when the Common Seal of Acasta
European Insurance Company Limited was
affixed:



WHEREAS by Agreement dated 13th day of NOV 2015 annexed hereto and made between the above bounden Developer of the one part and the Department of the other part the Developer has agreed to execute and perform the works therein mentioned in the manner therein specified and subject to such terms, provisions, conditions and stipulations as in the said Agreement are particularly set forth.

NOW THE CONDITION OF THE ABOVE WRITTEN BOND OR OBLIGATION is such that if the above bounden Developer shall well and truly perform fulfil and keep all and every the covenants, clauses, provisos, terms, conditions and stipulations in the said recited Agreement contained or expressed and on their part to be observed, performed, fulfilled and kept according to the true purport, intent and meaning thereof then the above written Bond or Obligation shall be void but otherwise the same shall remain in full force and virtue.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that no indulgence or extension of time granted to the Developer by the Department and no variation of or alteration in the Agreement between the Developer and the Department shall be deemed in any way to release the above bounden FINNEGAN CONTRACTS LTD and Acasta European Insurance Company Limited from their liabilities thereunder.

SEALED with our respective seals

the 13th day of NOV 2015

Present when the Common Seal
of FINNEGAN CONTRACTS LTD was
affixed:

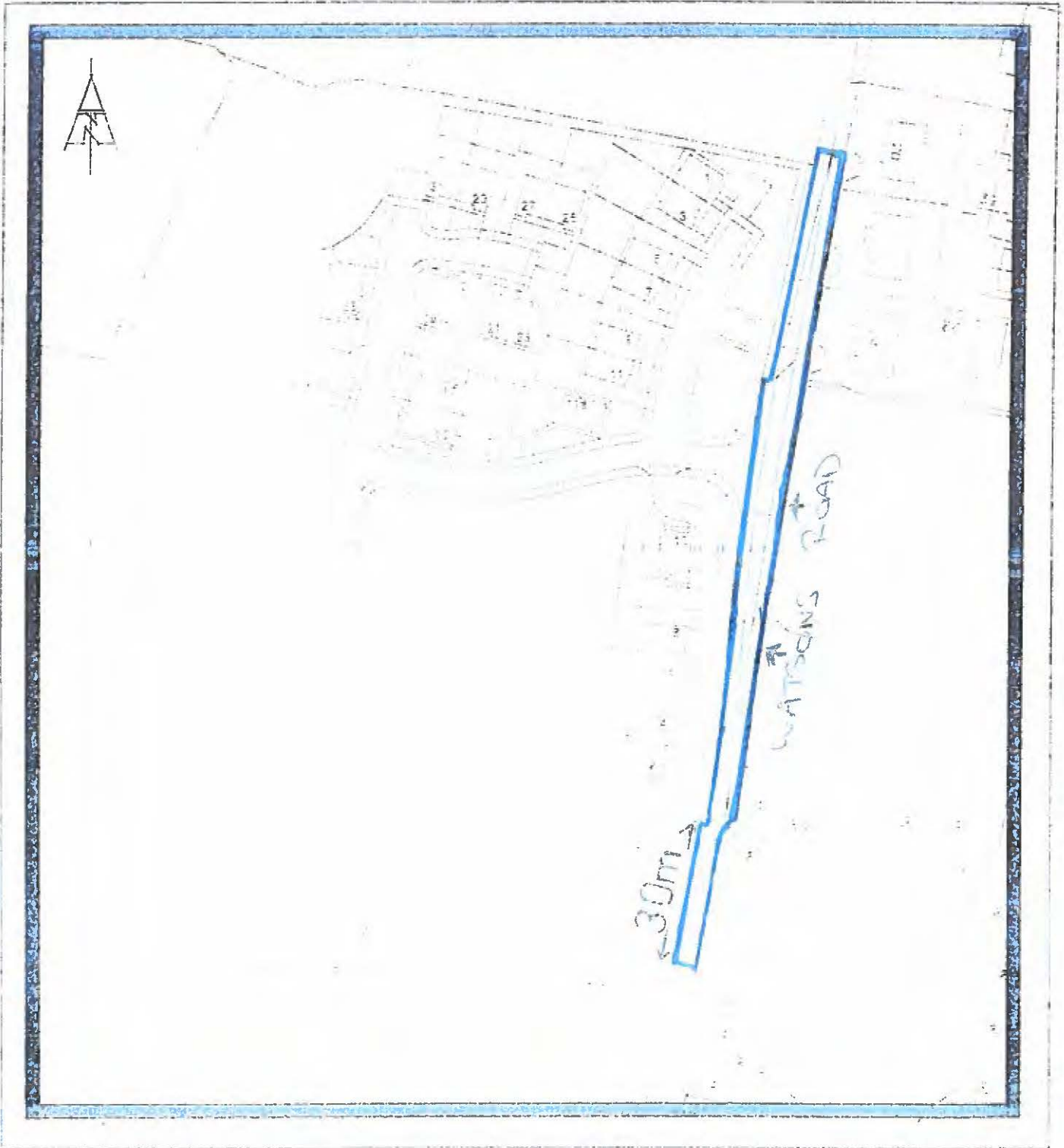
Present when the Common Seal of Acasta
European Insurance Company Limited was
affixed:





ARCHITECTURAL
DESIGN

17-19 The Square Killeel, Co Down BT34 4AA t. 028 41763961
m. 07803 177197 / 07801 952862 e-mail info@mourne.org



Site Location Map
Scale 1:1250
Crown Copyright Reserved
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34C

DRAWING

U4291A

Wakarusa Rd Site Visit Notes 12/3/19

Present

K. Laughlin

It was noted that ^{12.5m} infrastructure limits appeared to end approximately 0.5 meter before the center of Wedgeline which defines the boundary of the private streets determination limit associated with housing development.

12/3/19

FAO Simon Richardson
Divisional Roads Manager
Marlborough House
Central Way
Craigavon
BT64 1AD

Our Ref: MBK\RAM\cdn\52481-2
Your Ref:
Date: 19 March 2019

By Post and Email to

Dear Sirs

Our Client: MJM Doran's Hill Limited
Re: Development at Watson's Road, Newry
Planning Reference- P\2013\0242\F

We are instructed by MJM Doran's Hill Limited in respect of matters arising out of the development of its site at Watson's Road, Newry. At the Council's Planning Committee on 19 December 2018 planning permission was granted to our client subject to receipt of Private Streets Determination Drawings showing the road improvements to be carried out by our client and how they were linked to the Private Streets Determination Drawings contained within the planning permission of EDB Construction Limited (hereinafter referred to as EDB), the adjoining developer. It is our understanding a decision notice has not yet been issued to our Client.

Substantial matters have arisen at the neighbouring development site concerning the linkage of the roads that are necessary to support the developments. We enclose for your perusal at appendix 1 copy letter dated 26 February 2019 from Campbell & Grant Solicitors acting on behalf of EDB to our offices. This letter pertains to the ongoing construction at this site under EDB's planning reference P/2006/1117/F.

For ease of reference, we also enclose planning approval notice at appendix 2. We draw your attention to paragraph 4 on the first page of the letter from Campbell and Grant it is stated that EDB has "affected the insertion of the kerbing required to the most northerly point of the works conditions to be affected on site" by it. "The said kerbing line has been provided, inspected and formally acknowledged by Transport NI as denoting the northern end point of all roads required to be affected under their development approval." It goes on to state that this ties in with its legal title and is some distance from our Client's true land boundary as exists on the site. For ease of reference we enclose at appendix 3 the latest version of the PSD drawing obtained from the planning portal. Evidently, EDB is required to carry out road widening works up to the northern boundary of their site. This does not appear to have occurred on the ground



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Further, we enclose the Land Registry map for EDB title, Folio AR105490 at appendix 4. In addition at appendix 4 we also enclose evidence to our Client's title at Folio AR128570, showing the kerbing required up to the red line. There is an ongoing dispute concerning the title that has been registered on behalf of our client and the laneway that straddles both parcels of land. This does not impact on the road works required to the red line. Our client reserves its rights in respect of the disputed lands. The red line delineations clearly show the most northern part of the land ownership, that has not been developed up to the red line of its ownership. The kerb lines that have been laid do not accord with the relevant planning and title documentation.

It is alleged that EDB has secured confirmation from Transport NI that the said kerbing at the northerly boundary satisfies in full with delivery of roadworks determined under the planning approval P/2006/117/F. This must be incorrect, and we would welcome your views on the issue. If this was the case, effectively there is a strip of land that is denoted by incorrect kerbing, that will make it almost impossible for the two roads to join and will inhibit future development of the land to the north.

Further inaccuracies occur which would impact our clients development potential. For ease of reference, we also enclose the following -

- 1 Appendix 5- Proposed Road Layout Drawing FB1016-0203 Rev B with Dimensions are extracts of the latest drawing available on the planning portal with dimensions added using the online measuring tool. We draw your attention to the footpath running along the front of the properties 20 and 22 Watson's Road. Both this Road Layout Drawing and the Proposed Road Determination drawing FB1016-202-F indicate that the footpath should be widened to a width of over 2.7m. Given the current width of the footpath is 1.7m the entire Watson's Road carriageway should be moved 1100mm to the west.
- 2 Appendix 6 includes photographs of the ongoing widening works along Watson's Road along the front of EDB development which was taken on 11 March 2019. The dimensions added were also taken on 11 March 2019. These dimensions show that when measurements are taken from the drop kerb at number 20 Watson's Road entrance, the entire Watson's Road carriageway is misaligned by over one metre to the east.

As you will appreciate, this matter is causing our Client significant concern owing to its obligations to link in to the road in the development of EDB Construction Limited. We understand that there is a significant housing need in the Newry area and that the relevant authorities have a duty to ensure that they protect the future development which addresses this need. We also understand that you are obliged to stop "piecemeal development" which would prevent the development of land set out in the Banbridge/Newry and Mourne area plan 2015.

Our Clients is considering its legal options to rectify this matter. However, this is not in the interests of either party.



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OUR CLIENT: DORNAN'S HILL LIMITED

RE: BOUNDARY DISPUTE AT DORNAN'S HILL/WATSONS ROAD

APPENDIX 1

We should be grateful if you could kindly give this matter your urgent attention and advise on compliance as a matter of urgency.

We confirm that we have also forwarded a copy of this letter to Anthony McKay, Head of Planning, Newry Mourne & Down District Council.

Yours faithfully

Cleaver Fulton Rankin



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OUR REF: MG/VR/B288-7
 YOUR REF: MBK/RAM/DK/52481-2

26 February 2019

Campbell & Grant
 SOLICITORS

Cleaver Fulton Rankin
 Solicitors
 DX 421 NR
 BELFAST

17 Sugar Island, Newry
 County Down BT35 6HT
 Tel: (028) 3026 6660 (4 lines)
 Tel: (028) 3025 1518 (2 lines)
 Fax: (028) 3026 5080
 DX 2065 NR NEWRY
 e-mail: law@campbellandgrant.com
 www.campbellandgrantni.co.uk

Dear Sirs

Re: **Our Client: EDB Construction Limited**
Your Client: MJM Dorans Hill Ltd

We reference our correspondence of the 29th ult. and 7th inst. to which no response has been received.

Given that our correspondence issued in direct response to yours of the 22nd ult. where under wholly unfounded allegations of encroachment were levelled against our client together with clear statements of intention to issue and serve upon our client High court proceedings seeking injunctive relief one would have considered that the matter would have been formally responded to as a matter of urgency rather than the abject failure to respond which has in fact occurred. In effect our Client has entirely dismissed all allegations of encroachment and has identified considerable failings as are evidenced in your client's application for compulsory first registration of title to lands at Watsons Road. The matter has been referred to the Registrar of titles. Your client has failed to respond to the detailed failings evidenced in its application for first registration. In addition your client has singularly failed to furnish the copies of the historic registry of deeds documents of title as would clearly evidence the precise location of their land boundary. Our Client relies upon its registered title which evidences our Client as having an Absolute fee simple title for more than twelve years and accordingly is now indefeasible.

Our Client is entirely satisfied as to its ownership, title and control of all lands within which it is affecting works at this locus. Our Client is further fully satisfied that it retains ownership title and control of lands as lie between the most northerly end point of our clients works (as now demarked by a kerbing line on site) and our clients actual title boundary, being our clients land boundary with the true boundary of the land acquired by your client under Deed of Conveyance and Release of 21st October 2016. The area in question is clearly identifiable on site.

Having previously secured formal confirmation from Transport NI that the required road works "between the southern and northern boundaries of the existing lane" to the North of the site shall be adopted subject to them being completed to the appropriate standards, together with the further confirmation from Transport NI that "This will satisfy in full the delivery of road works determined under Planning Approval P/2006/1117F" our Client has affected the insertion of the kerbing required to the most northerly point of the works conditioned to be effected on site by our client. The said kerbing line has been provided, inspected and formally acknowledged by Transport NI as denoting the northern end point of all road works required to be effected under our Client's

Michael Grant LLB ★
 Campbell & Grant LLB ★
 Solicitors

NI VAT Reg. No. 690 8115 26
 ROI VAT Reg. No. IE 585221 0I



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 ♦ Authorised to practice in the North of Ireland

development approval whether it be P/2006/1117/F and / or LA07/2017/0967/F. Transport NI have inspected the works and have approved the fact that the kerb line properly demarks the most northerly end point of all required road works. It is to be noted that the said kerb line lies well within the legal title boundary of our client's land and is some distance from your client's true land boundary as exists on site and as is evidenced on the registry of deeds title which your client has failed to evidence to date.

As is evident, from perusal of you clients planning site map, historic title maps and clearly identifiable on site our Client owns additional lands running northerly from the aforesaid laneway and specifically from the rear of said kerb line to your client's legal land boundary. Effectively and entirely contrary to the submissions made by your Clients representatives at the December 2018 Newry Mourne and Down Planning Committee, (being no doubt reflective of those previously advanced by their representative at the Planning meeting on 14th November 2018) your client's PSD roads and street layout cannot achieve a tie in to the Watsons Road at the said kerb line without first securing our clients consent to the use of his retained lands.

As a consequence of our Clients land ownership to the rear of the afore-referenced kerb line our client's authority and approval are pre-requisites to your client being legally entitled to affect a tie in to the road works as are presently being affected by our client. Clearly the said tie in works cannot be affected within the red line of your client's application as same does not extend to encapsulate the kerb line. Transport NI have consistently and collectively stated and recorded (in writing and at minuted meetings) that it is a **legislative requirement that all works (including the tie in) need to be carried out within the red line**. This is clearly impossibility in the present instance as the kerb line, being situate within our Clients lands is considerably beyond the boundary of your client's lands. It is to be noted that the Ministerial direction of the former Regional Development Minister was issued in reliance upon a "widened Watsons Road being constructed along a new alignment adjacent to the new housing". In the event your client seeks to continue to rely upon this ministerial direction it is evident your client is obliged to acquire our clients title to our it's lands as lie between the end of his kerb line and your client's legal boundary.

Mr Simon Richardson, Divisional Roads Manager, has recently affirmed the required PSD drawings will provide full engineering details of the road layout, alignment and tie in for purpose of determining acceptability for adoption. Clearly the inability to affect the tie in re opens the entire issue as to the potential prejudice to the safety and convenience of road users. This matter is further heightened by the recorded fact that "in line with the general approach taken since the abeyance of a devolved local administration there has been no revocation of the opinion of the former Dfi Minister for infrastructure given on the 19th January 2015" to the effect "based on the adequacy of the infrastructure improvements intended to be carried out on Watsons Road itself" Transport NI were to cease with their previous objection based on the potential prejudice to the safety and convenience of road users. Clearly were the tie in not to be achievable the issue of adequacy of infrastructure improvements on Watsons road requires to be revisited, (currently without the input of a Dfi Minister) and the entire issue of the potential prejudice to the safety and convenience of road users, not simply on Watsons Road but also on Dorans Hill, the bridge and traffic line to the mini roundabout and indeed the issue of linked footway provision reawakens.

In the overall circumstances we consider it is incumbent upon your Client to realistically address the issues at hand. Our Client retains ownership of lands as lie between the end of the kerb line and your clients land boundary and accordingly said lands now represent key land for your client's purposes of achieving the required Tie In on Watsons Road required to facilitate "adequate

infrastructure improvements on Watsons Road" as was advanced to and accepted by the former Dfi Minister in 2015 as the basis to abandon the objections then otherwise held.

We have previously detailed to you our client's outright rejection of your client's allegations of encroachment. From the outset of your client's involvement with the neighbouring lands our client placed your client on full notice of the boundary limits and the issues associated with same and the ongoing planning application P/2013/0242/F. Our Client considers the unfounded allegations contained in your correspondence of the 22nd ult to have been entirely manufactured and wholly unsustainable. As matters stand our client retains an Absolute fee simple title estate and interest in the lands as lie to the rear of the afore mentioned kerb line and your clients land boundary and does not consent to the effecting of any works thereon or from any third party entering upon same. We are instructed to formally advise both Transport NI and Planners of our client's position.

We continue to await your client's full response to the outstanding issues raised in our previous correspondence of the 29th ult and 7th inst and in particular to full copies of the unregistered title documents upon which your client's title is based.

Yours faithfully

Campbell & Grant Solicitors

OUR CLIENT: DORNAN'S HILL LIMITED

RE: BOUNDARY DISPUTE AT DORNAN'S HILL WATSONS ROAD

APPENDIX 2



DOE

Department of
the Environment
1274-13100-0001-13

APPROVAL OF PLANNING PERMISSION

Planning (Northern Ireland) Order 1991

Application No: **P/2006/1117/F**

Date of Application: **24th May 2006**

Site of Proposed Development: **Land opposite Nos. 20-24 Watsons Road
Newry**

Description of Proposal: **Construction of new housing development consisting of 77
dwellings and associated access, roads, parking and landscaping.**

Applicant: **EBD Construction**
Address: **2A Seavers Road
Newry
BT35 8HA**

Agent: **Milligan Reside Larkin Architects
Ltd**
Address: **56 Armagh Road
Newry
BT35 6DN**

Drawing Ref: **01 (REV 4), 02 (REV 9), 03 (REV 3), 04 (REV 2), 08 (REV 2), 10 (REV 2),
11 (REV 2), 12 (REV 2), 13 (REV 2), 18, 19,**

The Department of the Environment in pursuance of its powers under the above-mentioned
Order hereby

GRANTS PLANNING PERMISSION

for the above-mentioned development in accordance with your application subject to
compliance with the following conditions which are imposed for the reasons stated:

1. As required by Article 34 of the Planning (Northern Ireland) Order 1991, the
development hereby permitted shall be begun before the expiration of 5 years from
the date of this permission.

Reason: **Time Limit.**

2. All hard and soft landscape works shall be carried out in accordance with the
approved details and the appropriate British Standard or other recognised Codes of
Practise.

Reason: **To ensure the provision, establishment and maintenance of a high standard of**



OUR CLIENT: DORNAN'S HILL LIMITED

RE: BOUNDARY DISPUTE AT DORNAN'S HILL/WATSONS ROAD

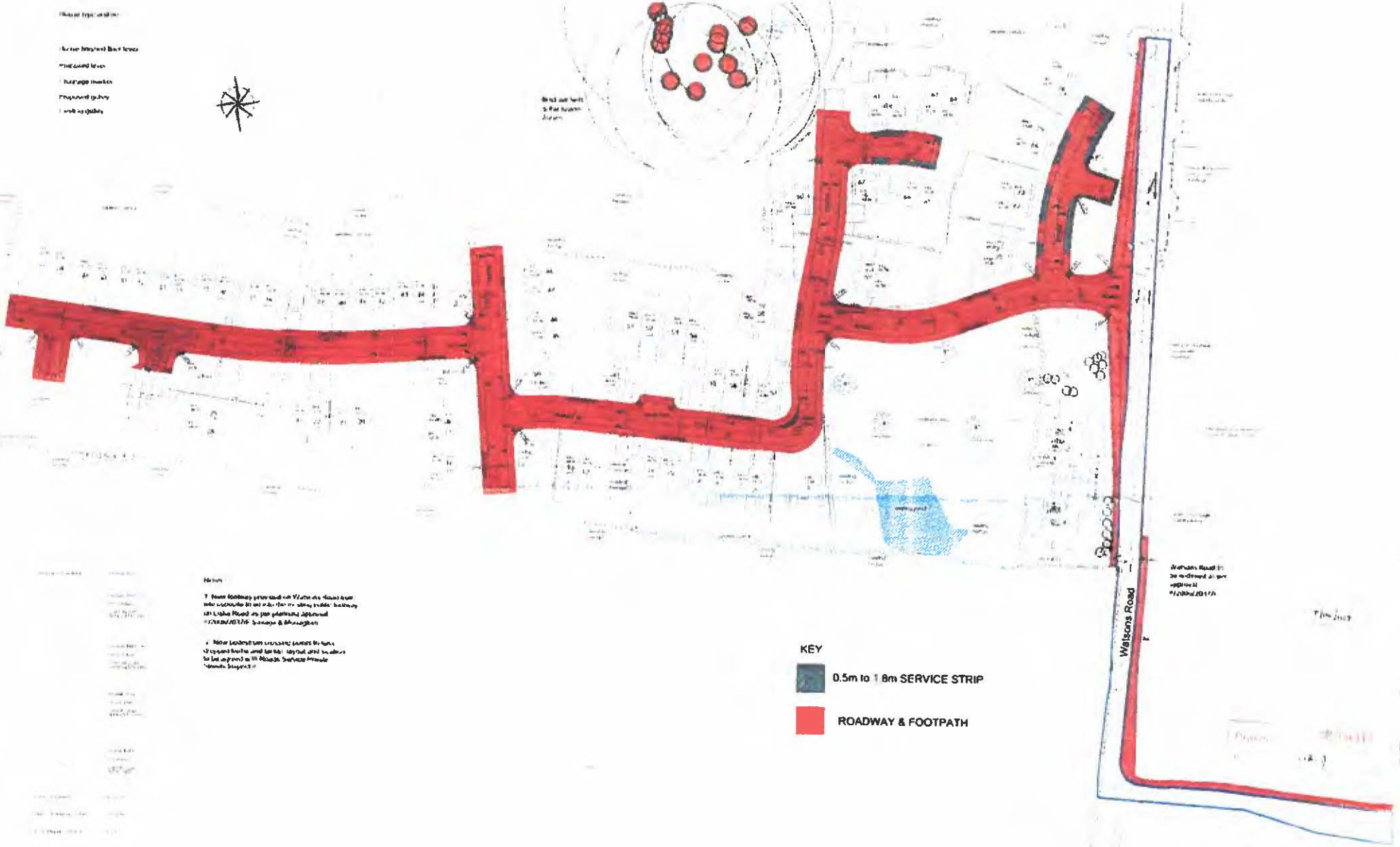
APPENDIX 3

Sheet type and no.

- Line marked by level
- Proposed level
- Proposed utility
- Level heights



Wind rose
 5 m/s
 10 m/s
 15 m/s



Notes

1. New footpath proposed on Watson's Road from intersection to the north along existing boundary of Watson's Road on the planning agreement (2009/0176) - Survey & Management
2. New footpath proposed along the side of Watson's Road and the side of the road to be proposed as the service strip on the planning agreement (2009/0176) - Survey & Management

KEY

- 0.5m to 1.0m SERVICE STRIP
- ROADWAY & FOOTPATH

Watson's Road

Watson's Road to be widened as per approval of 20/11/12

STATUS OF DRAWING

1	10/12/12	Approved by Council	10/12/12
2	10/12/12	Approved by Council	10/12/12
3	10/12/12	Approved by Council	10/12/12
4	10/12/12	Approved by Council	10/12/12
5	10/12/12	Approved by Council	10/12/12



MILIGAN RESIDE LARKIN LTD ARCHITECTS
 10/12/12
 10/12/12
 10/12/12

EDB Construction

Proposed Housing Development at Watson's Road Newry

Proposed Road Determination

1/500 FB1016-202
 06/12/12 CAI EDB

OUR CLIENT: DORNAN'S HILL LIMITED

RE: BOUNDARY DISPUTE AT DORNAN'S HILLWATSONS ROAD

APPENDIX 4



Land Use Services
THE CLASH INDUSTRIAL

Date: 23 Aug 2018
 County: Armagh
 Folio: AR105490
 Scale: 1:2500
 Our Ref: 2018/57692A
 Your Ref: NMCC/B530-9
 Map Ref(s): 26610NE

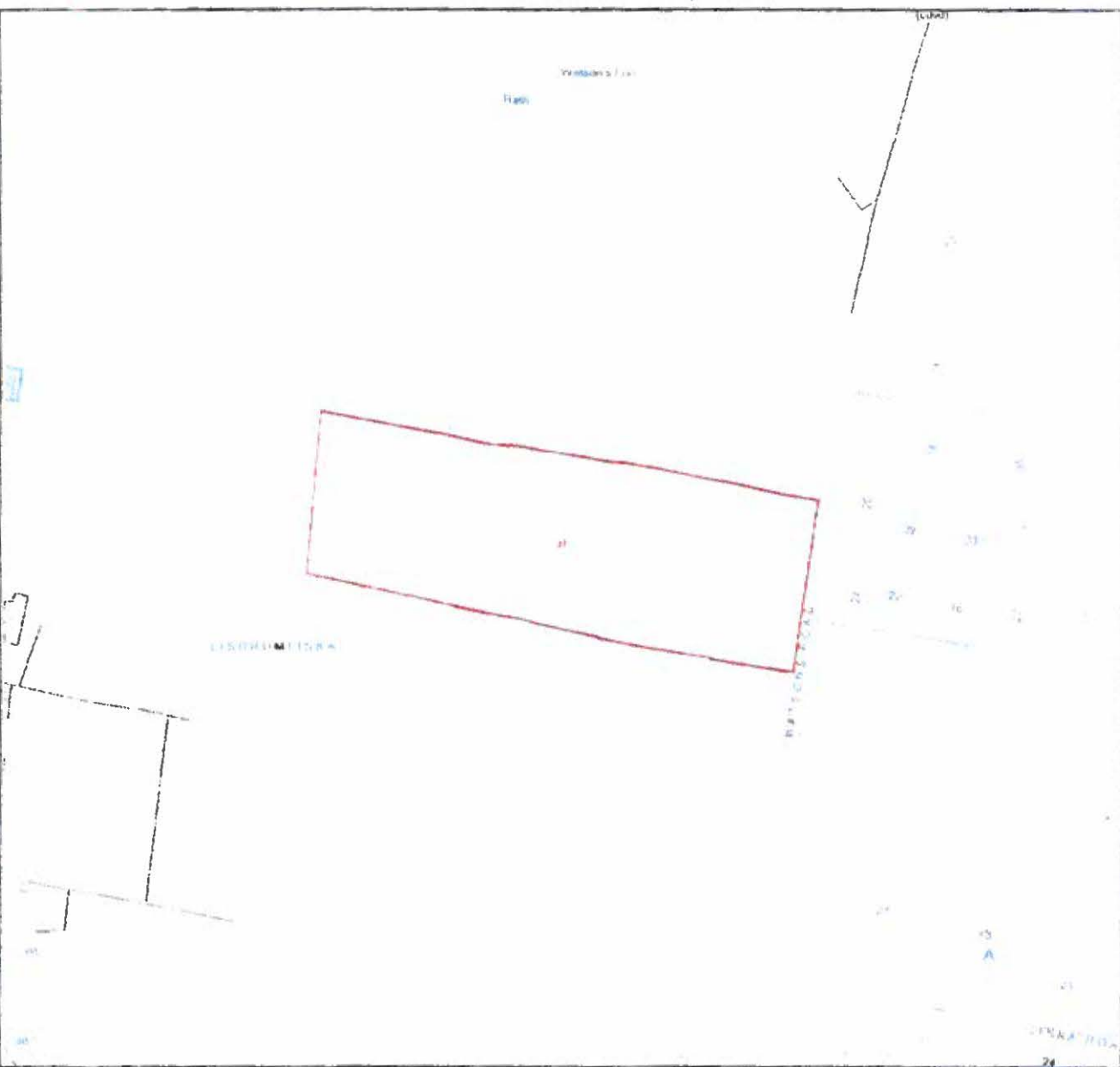
Sheet 1 of 1

Key to folio labels

→ AR105490

This map is the best available representation of the information available at the time of publication. It is not a guarantee of accuracy and is not intended to be used as a substitute for a professional survey. The map is provided for information only and should not be used for any purpose other than that for which it was prepared. The map is subject to change without notice. The map is provided on the basis that the user accepts full responsibility for any use of the map. The map is provided on the basis that the user accepts full responsibility for any use of the map. The map is provided on the basis that the user accepts full responsibility for any use of the map.

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24



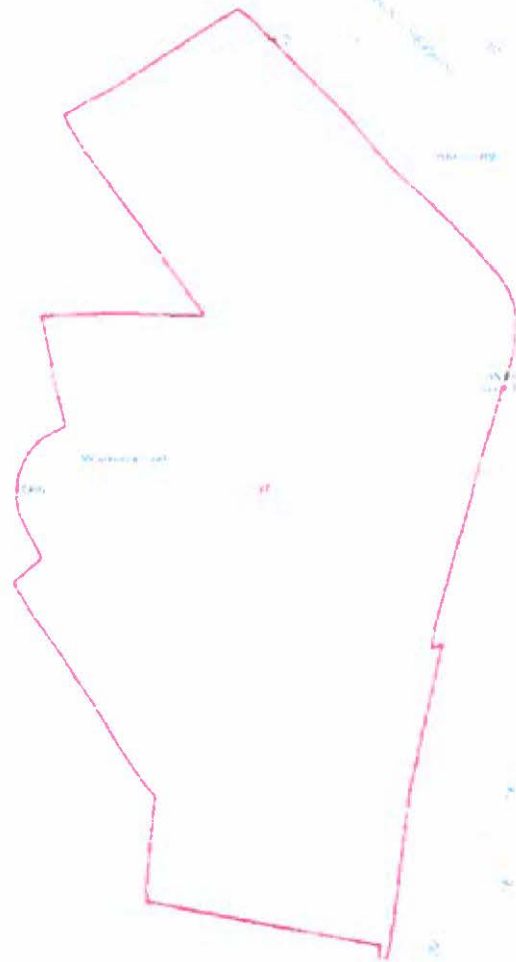
Ordnance Survey
Map of Ireland

Date: 13 Mar 2017
County: Armagh
Town: AH128570
Scale: 1:2500
Our Ref: 2017/10887
Your Ref: NMCC/F530-9
Map Ref(s): 28806SE4.26810NE

Sheet 1 of 1

Key to photo labels

- AH128570



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OUR CLIENT: DORNAN'S HILL LIMITED

RE: BOUNDARY DISPUTE AT DORNAN'S HILL/WATSONS ROAD

APPENDIX 5



OUR CLIENT: DORNAN'S HILL LIMITED

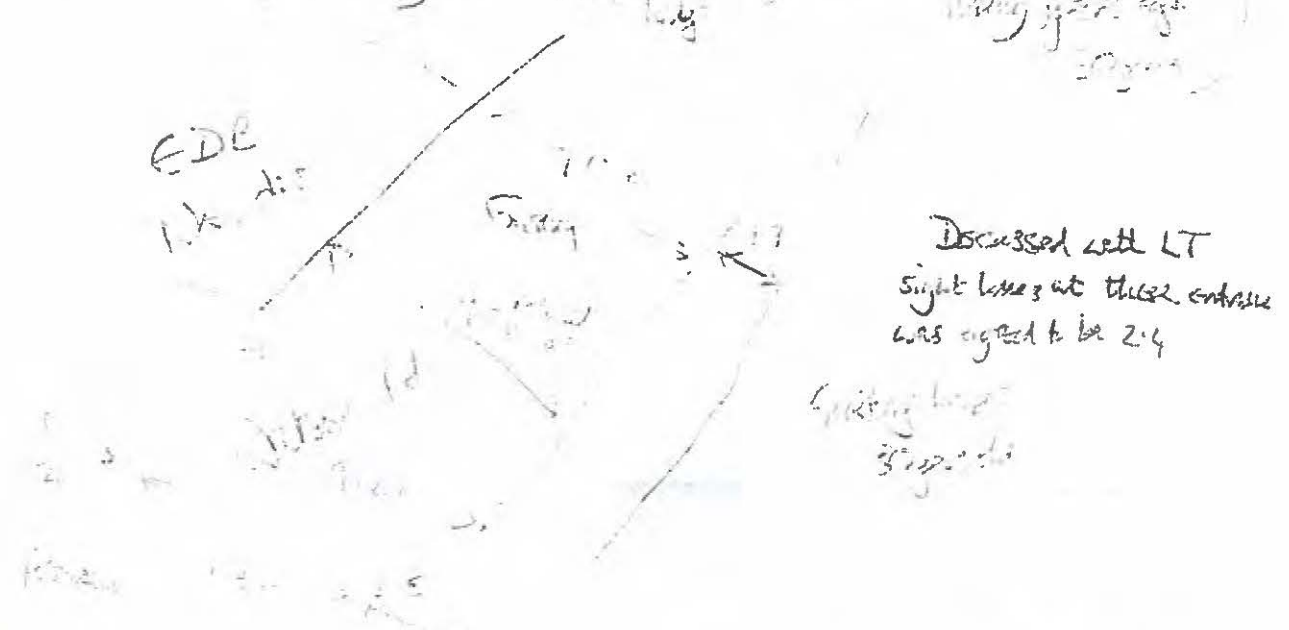
RE: BOUNDARY DISPUTE AT DORNAN'S HILLWATSONS ROAD

APPENDIX 6



Note of site visit on Woking Road on 21 March 2019
 Present: [unclear]

1. The EDB site is bounded to south of hedge. DfI Roads
 will give advice eventually upon any outstanding intermittent
 section not completed in time required.
2. The existing footway is approximately 10m wide, constructed
 many years ago.



Measurements were taken on site. It was noted that the
 full widths could be reduced
 - 2.0m - 7.3m - 2.0m

It was noted that the road does not cross the

Team fully response when aspect of the nature of
 extent of site as opposed to [unclear] - best of [unclear]
 [unclear] [unclear] [unclear]

From: Laughlin Rowan
Sent: 25 March 2019 14:10
To:
Cc: Nicholson, Reynold Kelly Thomas
Subject: FW: RE 3 (4C) and article 32 works watsons rd Newry (NM 429)

I've spoken to
Stamur Contractors re
this re accuracy of
measuring & confidence
of boundary wall being
correct position.

Thank you for your assistance at Watsons Road last week

I am in the process of drafting a letter to Campbell & Grant based on our site inspection, our considerations in respect of the measurements taken from the boundary walls and the understanding that we are correct in our findings that the carriageway and footway are not in accordance with the determination in terms of alignment. I assume there is no change to our position.

Regards

Rowan

25 3 19

-----Original Message-----

From
Sent: 25 March 2019 12:12
To: Kelly, Thomas
Laughlin, Rowan

Subject: FW: RE 3 (4C) and article 32 works Watsons rd Newry (NM 429)

Gents

Looks like an early reply is required please

-----Original Message-----

From [mailto:info@edbdevelopments.com]
Sent: 22 March 2019 16:11
To
Subject: RE 3 (4C) and article 32 works Watsons rd Newry (NM 429)
campbellandgrant.com>

advised you indicated a potential difficulty with our proceeding to complete the works necessary for the improvement of a public road in accord with details outlined blue on drawing number FB 1016 202 Rev along Watsons road. Please confirm what, if any, difficulties arise in respect the road and street works as determined at the above site. Please be advised final services will shortly be complete, house sales are agreed and we shall be proceeding to progress the works as determined.

In the event you have a difficulty please provide specific detail directly to me by return

Any undue delay in facilitating the works as determined will result in economic loss and interruption of works which must be avoided



LAUGHLIN
27/3/2019

From: Laughlin Rowan
Sent: 27 March 2019 10:49
To: Kelly Thomas
Cc: Nicholson Reynolds
Subject: FW: IN1/19/173052 TR2759 - LETTER TO CAMPBELL & GRANT SOLS - PLANNING APPLICATION P/2013/0242/F - WATSONS ROAD NEWRY - DEVELOPMENT CONTROL - R LAUGHLIN - 19 MARCH 2019

Attachments: TR2759 - LETTER TO CAMPBELL & GRANT SOLS - PLANNING APPLICATION P 2013 0242 F - WATSONS ROAD NEWRY - DEVELOPMENT CONTROL - R LAUGHLIN - 19 MARCH 2019 DOCX TR2759 - LETTER TO CAMPBELL & GRANT SOLS - PLANNING APPLICATION P 2013 0242 F - WATSONS ROAD NEWRY - DEVELOPMENT CONTROL - R LAUGHLIN - 19 MARCH 2019.tr5

Thomas

Seamus asked me to let you have sight of any draft for your input. My view is that unless the confirmation of setting out is carried out in conjunction with EDB there will continue to be scope for dispute. You can let me know your comments before I discuss further with Reynolds.

I will also forward you a draft response to MJM's Solicitors, Cleaver Fulton Rankin.

Rowan

-----Original Message-----

From: Rowan Laughlin
Sent: 27 March 2019 09:59
To: Laughlin, Rowan
Subject: IN1/19/173052 : TR2759 - LETTER TO CAMPBELL & GRANT SOLS - PLANNING APPLICATION P/2013/0242/F WATSONS ROAD, NEWRY - DEVELOPMENT CONTROL - R LAUGHLIN - 19 MARCH 2019

Rowan please find attached copy of letter

Thank you

-----< HP Records Manager record Information >-----

Record Number: IN1/19/173052
Title: TR2759 - LETTER TO CAMPBELL & GRANT SOLS - PLANNING APPLICATION P/2013/0242/F - WATSONS ROAD, NEWRY - DEVELOPMENT CONTROL - R LAUGHLIN - 19 MARCH 2019

DfI Roads
Southern Division



Infrastructure

An Roinn

Bonneagair

www.infrastructure-ni.gov.uk

Development Control
Rathkeltair House
Market Street
DOWNPATRICK
BT30 6AJ
Tel: 02844 618185

Your Ref: MG/VR/B002880007
Our Refs: 92661-19, 92662-19 &
92891-19

28 March 2019

Campbell & Grant
Solicitors
17 Sugar Island
NEWRY
Co Down
BT35 6HT

Dear Sirs

**PLANNING APPLICATION P/2013/0242/F – WATSONS ROAD, NEWRY –
YOUR CLIENT EDB CONSTRUCTION LTD**

Thank you for your two letters of 8 March 2019 and that of 19 March 2019 regarding the above, the contents of which have been noted.

I note from the latter correspondence that you are in receipt of copies of relevant PSD drawings which I trust have proved helpful. Assessment of these drawings is being undertaken by DfI Roads and the matter of application of conditions such as any requirement for a safety audit will be considered at the appropriate time.

I understand that you have also been in correspondence with Messrs Cleaver Fulton Rankin who represent the developer of the adjoining land, MJM Doran's Hill Ltd.


In order to eliminate confusion about proper road linkage between the two sites I have instructed my Private Streets supervisory staff to review the situation on the ground with your client's professional surveyor and to confirm the setting out of the alignment is fully in accordance with the Determination drawings. Arrangements may be made through my Senior Engineer Mr Thomas Kelly based at Marlborough House, Craigavon. This will hopefully be beneficial to both developers in removing ambiguity and avoiding any unnecessary future costs or enforcement under provisions of the Private Streets (NI) Order 1980.



INVESTORS
IN PEOPLE

TR2759

I trust this will be helpful to your client in clarifying the matter and removing potential for any delay in adoption of the road works associated with both developments off Watsons Road. I will also advise the legal representatives of MJM Doran's Hill Ltd accordingly

Yours faithfully 

REYNOLD NICHOLSON
Principal Chartered Engineer
Network Planning Manager



OUR REF: MG/VR/B288-7

YOUR REF:

08 March 2019

Campbell & Grant
SOLICITORS

Department for Infrastructure Roads - Southern Division
Development Control
Rathkeltair House
Market Street
Downpatrick BT30 6AJ

Fax: (028) 3026 5080

DX 2065 NR NEWRY

e-mail: law@campbellandgrant.com

www.campbellandgrantni.co.uk

Dear Sirs

Re: Planning Application P/2013/0242/F Watsons Road, Newry

Previous correspondence refers. Cognisant of the facts that:

1. Infrastructure improvements required under P/2006/1117/F now dictate any tie in works therewith be effected on lands beyond the remit of the red line detailed under P/2013/0242/F, being lands within our Client's ownership and not within the Applicant's control.
2. Transport NI's continued reliance upon a Ministerial Direction of 15th January 2015 on the basis of which Transport NI have abandoned all previously held objections to this Development.

We now ask you confirm the position in respect of each of the following:-

1. Has Transport NI requested the Applicant to carry out a Safety Audit on the substantial road infrastructure being provided to service this Development.
2. How could the required Safety Audit be closed out given the Applicant is unable to tie into the road infrastructure provided under P/2006/1117/F thus leaving a bottle neck at the boundary of the two sites (P/2006/1117/F and P/2013/0242/F)?

Finally given the continued failure to provide copies of the PSD Drawings please formally confirm whether or not Transport NI has now received the PSD Drawings which were to be submitted by the Applicant as agreed at the Council/Planning Committee Meeting of 7th January 2019 and if so kindly confirm the basis upon which Transport NI continue to refuse to furnish to us a copy thereof.

Michael Grant LLB ★

Gary Haughey LLB ✦

Peter Rooney LLB ✦

NI VAT Reg. No. 690 8115 26

ROI VAT Reg. No. IE 505221 OI

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We would ask that you respond in detail to each of the valid and specific queries raised above. We consider the manner in which this matter is being currently processed is procedurally unfair and biased against our Client the neighbouring landowner.

Yours faithfully

Campbell & Grant Solicitors



2/11
20.3.19

Campbell & Grant
SOLICITORS

OUR REF: MG/VR/B288-7

YOUR REF:

19 March 2019

Department for Infrastructure Roads - Southern Division
Development Control
Rathkeltair House
Market Street
Downpatrick BT30 6AJ

island, Newry
in BT35 6HT
... 3026 5660 (4 lines)
Tel: (028) 3025 1518 (2 lines)
Fax: (028) 3026 5080
DX 2065 NR NEWRY
e-mail: law@campbellandgrant.com
www.campbellandgrantni.co.uk

Copied

Dear Sirs

Re: Planning Application P/2013/0242/F Watsons Road, Newry

We acknowledge receipt of copies of the PSD drawings filed in the course of this application and most particularly since same was last brought to the Council Planning Committee in December 2018. We are now arranging to consult with our Client and his Expert in respect to same. In the interim please note we repeat our advices that our Client remains in full ownership and control in respect of lands as lie between the perimeter of the red line boundary of the Planning Application P/2013/0242/F and the boundary of the determined area under P/2006/1117/F. Accordingly, any proposed tie in to the determined area as defined under P/2006/1117/F requires to be affected on third party lands (namely our Clients) and entirely beyond the red line boundary as denoted under P2013/0242/F.

Yours faithfully

Campbell & Grant Solicitors

Michael Grant LLB ★
Gary Haughey LLB ✚
Peter Rooney LLB ◆
NI VAT Reg. No 690 8115 26
ROI VAT Reg. No IE 585221 OI



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Southern Division

52431
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Department for
Infrastructure

An Roinn

Bonneagair

www.infrastructure-ni.gov.uk

Development Control
Rathkeltair House
Market Street
DOWNPATRICK
BT30 6AJ
Tel: 02844 618185

Your reference:

Our reference: 92888-19

28 March 2019



Cleaver Fulton Rankin
50 Bedford Street
BELFAST
BT2 7FW

Dear Sirs


**MJM DORAN'S HILL LTD – DEVELOPMENT AT WATSON'S ROAD, NEWRY
PLANNING APPLICATION P/2013/0242 –
YOUR CLIENT MJM DORAN'S HILL LTD**

Thank you for your letter dated 19 March 2019 to Mr Simon Richardson regarding the above. As this relates to an area of work for which I am responsible, I have been asked to reply on Mr Richardson's behalf.

I am aware of the ongoing matters which have arisen in relation to the linkage of roads associated with your client's development and the neighbouring housing site.

Your observations in respect of the roadworks carried out by EDB Construction Limited have been noted as has the associated correspondence on the latter's behalf from Campbell & Grant Solicitors and Carson McDowell LLP. As a consequence I have instructed my Private Streets supervisory staff to review the situation on the ground and to ascertain whether the setting out of the extent and alignment of the road works is fully compliant with the relevant Determination drawings.

I have advised the representatives of EDB Construction of this intention and hope that it will prove beneficial to both developers in removing any confusion about their respective road works.

Yours faithfully 

REYNOLD NICHOLSON
Principal Chartered Engineer
Network Planning Manager

TR2760

10/10/19

Thomas advised that Justice extended to center of hedge's will confirms this explained that

Mr. Crossed advised that MJM had threatened to sue in regard to of hedge interpreted. T Kelly advised of Capital's Grant letter to Queen Elizabeth Park which stated the promissory note hedge was left with boundary

will move red alignment as discussed

**MINUTES OF MY MEETING WITH CAMPBELL & GRANT
REPRESENTATIVE AT WATSON'S ROAD, NEWRY ON 8th APRIL 2019**

I was directed by Reynold to meet with representatives of Campbell and Grant Solicitors and EDB Construction Ltd at Watsons Road, Newry to review the road works on the ground carried out under P/2006/1117/F.

Prior to my Meeting with representatives of Campbell & Grant Solicitors and EDB Construction Ltd at EDB Construction Ltd's site on Watson's Road. Newry on 8th April 2019 Rowan Laughlin and myself met to discuss the shortcomings of the road layout at the northern extremity of the site completed under P/2006/1117/F.

DfI Roads meeting of 8th April 2019:

- It was agreed that the road layout needed to move laterally by 800mm to line up with the adjacent proposed road layout for P/2013/0242/F.
- It was also agreed that the determined drawing was ambiguous measurements should have been taken from an imaginary line 800mm into the existing carriageway as opposed to from the existing kerb line on the opposite side of the road.
- It was also agreed that the road layout was falling short of the end of the determined area i.e. the middle of the existing hedge on the ground.
- Kieran wanted agreement by both parties to remove the hedge and install a fence at the middle of the hedge for each developer to work to. I said that it was not up to DfI Roads to sort out land issues.
- The general consensus was to go to the middle of the hedge as exists on the ground.
- I suggested moving the pin kerb as close as possible to the middle of the hedge by undermining it and putting the pin kerb as close to the middle of the hedge without killing off the hedge as it was owned by both parties.
- Seamus suggested including a strip of adopted verge between the pin kerb and the centre of the hedge on the As Constructed Drawing in order to Roads control to the centre of the hedge.

Meeting with Campbell & Grant Solicitor of 8th April 2019:

- When I met with Campbell & Grant Solicitors' representative was understandably angry that he had been kept waiting approximately three quarters of an hour while DfI Roads discussed the issues, he insisted that the arrangement made by Mr Reynold Nicholson was that I would meet with them as his representative. He stated that he would enter discussion with me only but that he had no objection to the other DfI Roads staff remaining on site.

- Mr Brassil agreed under protest to move the road laterally by 800mm. He made the case that his client had constructed the road in accordance with the Determined Drawing and that the Department had previously been consulted and subsequently agreed that the road alignment was acceptable and that the pin kerb as installed represented the end point of the Determined Area under P/2006/1117/F.
- I accepted that the Determined Drawing was ambiguous.
- I then referred to the works at the Northerly end of the site and in particular the location of the pin kerb which fell short of the middle of the hedge.
- Mr Brassil stated that the pin kerb had been installed at the end point of the Determined Works as agreed with the Department and that the Department had issued agreement in writing that the pin kerb represented the end of the Determined Works.
- I then requested that the folio boundary be established so that the adjacent developers have a common point to work to in order for the two roads to tie into other.
- Mr Brassil insisted again that he was only meeting with myself as instructed by Mr Nicholson.
- When I requested for the road to be taken to the centre of the hedge, Mr Brassil stated that the hedge had been cut back to the centre of the hedge and that as far as he was concerned the road had been taken to the centre of the hedge.
- I referred to the fact that Mr Brassil the Department's representative for Works on the ground, had agreed the positioning of the pin kerb and that the Department had agreed in writing that the pin kerb demarked the end of the Determined Works.
- I consulted the group and Jason Killen reiterated the fact that the pin kerb needed to go to the middle of the hedge and gave me a copy of a letter from Campbell and Grant dated 26th February 2019 to Cleaver Fulton Rankin Solicitors for the adjacent landowner which I took back to the meeting with Mr Brassil.
- Mr Brassil objected to this letter being brought to the meeting and said that a complaint would be lodged against me for raising issues of dispute between adjacent landowners.
- I advised me that EDB Construction Ltd had received legal correspondence on behalf of the adjacent owner alleging that the works completed to date by EDB Construction Ltd already amounted to trespass and if EDB Construction Ltd were to proceed further an injunction would issue.

- Following a lengthy discussion, and taking account of the outcome of our own DfI Roads meeting to go to the centre of the hedge together with statement that we were at the centre of the hedge, I requested the pin kerb to be moved as close as reasonably possible to the middle of the hedge by undermining the roots. I estimated this to be approximately 400mm maximum.

Thomas Kelly
DfI Roads Private Streets Manager
Southern Division

In the days after the meeting [redacted] succeeded in having the road moved by 900mm laterally and 500mm in the direction of the centre line of the hedge. Seamus was on site when the kerber was installing the pin kerb and got the kerber to undermine the hedge further to gain the extra 100mm into the hedge.

The 3(4)C works was completed to the required standards and received a Preliminary Certificate of Adoption on 7th June 2019.



DEVELOPMENT
CONTROL

OFFICE REF: 193270/11
Reply By: 0215119

OUR REF: MGVR/B288-7

YOUR REF: 92661-19, 92662-19 & 92891-19

08 April 2019

Campbell & Grant
SOLICITORS

Reynold Nicholson
Department for Infrastructure – Southern Division

17 Sugar Island, Newry
County Down BT15 6HT
Tel: (028) 3026 6660 (4 lines)
Tel: (028) 3025 1518 (2 lines)
Fax: (028) 3026 5080
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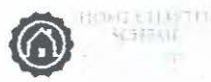
Dear Sirs

Re: Planning Application P/2013/0242F – Watsons Road, Newry
Our Client: EDB Construction Ltd

We refer to the above matter, your correspondence of 28th ult. received here on 4th inst. and our subsequent response and e-mails of 5th April 2019. Having received notice of a proposed meeting with your Senior Engineer Mr Kelly we immediately liaised by e-mail and were notified of proposed meeting at 10.45 yesterday morning which we accepted and attended. On arrival on site at 10.45 there were several representatives of Dfi Infrastructure on site who were engaged in a meeting having advised our Client's Contractor on site that they were not yet available. We remained on site until 11.15 am and having not received any approach from Dfi representatives we approached the group seeking to identify Mr Kelly. We identified ourselves and the purpose of our attendance and explained that as our meeting with Mr Kelly had been scheduled for 10.45 we were under time restraint and would shortly be departing. Shortly thereafter Mr Kelly and the entire group of Dfi Infrastructure representatives approached our Client and representative. As the meeting organised through this Office pursuant to your letter 28th March 2019 was with your Senior Engineer Mr Thomas Kelly for the purposes of confirming the setting out of the alignment of Watsons Road was fully in accordance with the Determination Drawing we objected to involvement of third parties without prior notice and whilst we had no difficulty with their presence our meeting was scheduled with Mr Kelly.

The meeting was conducted on site and it was explained that Dfi Infrastructure now consider the Drawing as determined may be misleading as it was now sought to depart from the standard procedure of measuring the roadway from the kerb edge and rather to measure from a position entirely removed from the kerb edge. For our part we referred to the earlier Determination Drawing as approved under P/2006/2037F and which works have long since been completed and adopted. The current Determination Drawing, being that related to P/2006/1117/F, has an overlap with the earlier works and it is quite clear that the measurement of the roadworks required has at all times been taken from the kerb line and not an undefined position a further 0.8 of a metre into the roadway. In addition the site as defined under the requisite 3(4C) Agreement clearly defines the site as being 181 linear meters of the "entire road known as Watsons Road, Newry". It is our Client's position that the works on site have been set out and aligned in compliance with the Determination drawing and the related Article 3(4C) Agreement.

MR. KELLY 02/04/19 ✓
MR. HUNTER 02/04/19 ✓
MR. S. JAMES 02/04/19 ✓
MR. J. F. ELLIOTT 02/04/19 ✓
MR. J. W. KELLY 02/04/19 ✓



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Matters progressed to consider markings effected by Dfi Officials on the ground at their earlier meeting which, to be accommodate, would require the re-alignment of a portion of a kerbing from the northern radius at the access to the new development to the Northerly end of the Determination Drawing. This work requires moving the northerly end point of the kerb line some 0.8 metres further into our Client's land from the original road edge. This divergence arises entirely from the novel concept of seeking to effect measurements from a position 0.8 of a metre off the road kerb. Our Client's position is satisfied that the road works effected have been carried out in accord with the Determination Drawing and pursuant to the Article 3(4C) Agreement and indeed have been supervised and set out by your Private Street Supervisory Staff at all times, a fact acknowledged by your representative. In an effort to reach an accommodation with Transport NI we consulted with our Client on site and our Client would be prepared to carry out the works necessary to extend the width of Watsons Road at the points marked by your Engineer, as an addition to the works required under the Determination Drawing.

Having attended to the Transport NI concerns as to width, we progressed to your Mr Kelly seeking to re-visit the issue of the Northerly end point of the works. This is a matter of considerable concern given the care and consideration as has been afforded the fixing of this end point at the existing hedge line in accord with the Determination Drawing and which fixing was inspected and agreed on site and subsequent written approval thereof was received by this Office from your Department. Mr Kelly, upon consulting with his colleagues on site then produced correspondence, issued on the 26th February 2019, by this office to Cleaver Fulton Rankin Solicitors for the adjoining land owner. The correspondence Mr Kelly produced issued as a direct response to legal correspondence issued at the direction of the adjoining developer whereunder it was alleged that our Client was encroaching upon the lands of the adjoining developer and furnishing photographs of the end kerbs as being the detail of the encroachment. Mr Kelly sought to advance the issues raised therein as a source of justification for Transport NI's purported review of the positioning of the kerb line at the most northerly end of the road works.

We immediately objected to Mr Kelly, [in his capacity as a Senior Engineer of Dfi, present to determine the compliance or otherwise of works with a Determination Drawing], seeking to raise matters of dispute between two adjoining Landowners! The matter was compounded when it became evident that his colleagues on site were there to address the issues raised in said correspondence and were in a position to produce to us a copy of our correspondence with a Third Party in respect of a contentious matter within which they sought to become embroiled in asking that we detail on site our title boundaries. We make objection in the strongest of terms to the evident involvement of Dfi and in particular Transport NI in the matter of land boundary issues. Our Client's position is that the setting out of the kerbing line at the Northern point of the roadworks to be effected under our Client's Determination Drawing are in full compliance with the said Determination Drawing, in line with the existing hedge denoted on the Determination Drawing and were set out and aligned in accordance with the direction of your Private Street Supervisory Staff and subsequently inspected and formally approved by your Engineer. When setting out said kerb line our client was wrongfully accused of trespass and damage by the adjoining owner and threatened with injunctive proceedings. The correspondence which your personnel carried to site was in fact issued in the course of responding to the legal correspondence issued on behalf of the adjoining owner.

In an effort to explain the Department's concern as to our land boundary your Senior Engineer advised that the concern was to ensure tie in with the adjoining development was achieved.

detailed on the Determination Drawing shall be set out today Tuesday 9 April 2019 and we invite your Mr McArdle to inspect and approve same. It is intended that all the determined works will be effected imminently and any delay attributable to third party interference will be actioned.

Yours faithfully

Campbell & Grant Solicitors

From: Nicholson, Reynold
Sent: 09 April 2019 16:34
To: Kelly Thomas, Laughlin, Rowan
Subject: FW: Planning Application - P 2013 0242 F - Watsons Road, Newry - EDB Construction Limited
Attachments: MX-5070V_20190409_154517.pdf

Sent with BlackBerry Work
(www.blackberry.com)

From: <info@campbellandgrant.com>
Date: Tuesday, 09 Apr 2019, 5:44 pm
To: Nicholson, Reynold
Cc: EDB Developments <info@edbdevelopments.com>
Subject: Planning Application - P 2013 0242 F - Watsons Road, Newry - EDB Construction Limited

Dear Sir

Please see attached.

Kind Regards

Reply By: 03/may/19
93686-19



OUR REF: MG/YR/B288-7
YOUR REF: 92661-19, 92662-19 & 92891-19

05 April 2019

Campbell & Grant
SOLICITORS

E.A. O. Reynolds Nicholson
Department for Infrastructure
DfI Roads - Southern Division
Development Control
Rathkeltair House
Market Street
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DFI ROADS
SOUTHERN DIVISION

10 APR 2019

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e-mail: law@campbellandgrant.com
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Dear Sirs

Re: Planning Application P/2013/0242/F – Watsons Road, Newry
Our Client: EDB Construction Ltd

We acknowledge receipt of yours dated 28th March received 4th April 2019. We confirm receipt of PSD Drawing Revision K revised 7th February 2019 and Revision L dated 28th February 2019 which are presently being reviewed. In the event that there are further revised PSD Drawing furnished in this matter we would be obliged if you could kindly note our interest in the matter and ensure copies thereof are forwarded without delay.

We note, with some surprise, that you refer to our being in correspondence with Cleaver Fulton Rankin as Solicitors for MJM Dorans Hill Limited. With respect we fail to see the relevance of our correspondence with Cleaver Fulton Rankin to the matters now raised with DfI Roads and to which you refer. We can advise that our Client having received correspondence from Cleaver Fulton Rankin Solicitors, acting on behalf of their Client MJM Dorans Hill Limited, the matters therein raised were brought to the attention of this Office and referred to Counsel. All issues raised by Cleaver Fulton Rankin have been roundly rebutted and are now subject to further Applications made on our Client's behalf at Counsel's Direction. We do not consider the matters raised by Cleaver Fulton Rankin with our Client to be matters in which your Department would be properly embroiled.

In the circumstances we would ask you immediately disclose to us all correspondence received in this matter from Cleaver Fulton Rankin and any response made thereto. In the event you are unable or unwilling to immediately provide copies of said correspondence to us please note that we make this request under the Freedom of Information Provisions and require copies of such correspondence and specifics on the basis relied upon to refuse to furnish same.

We note your advice that in order to eliminate confusion about proper road linkage between the two sites you have instructed your Private Streets supervisory staff to review the situation on the ground for the purpose of confirming the setting out of the alignment is fully in accordance with the Determination Drawing. We are quite prepared to facilitate an on site inspection of works by your Senior Engineer to review the works and their accord with the Determination Drawing. In this regard we are e-mailing Mr Kelly a copy of your correspondence and a copy of this response.



You will appreciate our primary concern is to ensure our Client's development works accord and comply with the requisite Determination Drawing. Your Private Street staff have in fact performed a supervisory role whilst the works were being effected on site with particular reference to the alignment and setting out of same. In addition your Private Street staff have effected regular inspection and given direction on site to which all works accord.

We note your reference to both developers and alluding to enforcement provisions. We must advise that we act on behalf of our Client EDB Construction which has no difficulty in complying with the Determination Drawing as issued in respect of our Client's development. Any question of linkage between the two sites is clearly a matter beyond the scope of the Determination Drawing and Article 3(4)C Works to which our Client is committed and in respect of which a formal agreement is in place supported with the appropriate bond. It is further noted that the linkage required to the proposed adjoining development is a much more recent matter than the Determination Drawing to which our Client's development is subject.

We would suggest Mr Kelly contact this Office to confirm availability for proposed site viewing of works as constructed vis a vis the Determination Drawings in respect of our Client's development. Mr Kelly may contact the Writer directly by e-mail on Michael@campbellandgrant.com with details of his availability and we will endeavour to arrange a mutually convenient appointment to accommodate your Senior Engineer on site.

Yours faithfully

Campbell & Grant Solicitors

cc. Thomas Kelly
Senior Engineer

DfI Roads
Southern Division



Infrastructure

An Roinn

Bonneagair

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Development Control
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DOWNPATRICK
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Tel: 02844 618185

FOR ATTENTION OF

Your reference: MG/VR/B288-17
Our reference: 93686-19
93690-19

29 April 2019

Dear

**PLANNING APPLICATION – P/2013/0242/F – WATSONS ROAD, NEWRY
YOUR CLIENT – EDB CONSTRUCTION LTD
FREEDOM OF INFORMATION REQUEST**

I refer to your letters of 5 and 8 April 2019 regarding the above.

Thank you for taking the time to attend the site meeting on Monday, 8 April 2019 with Mr Thomas Kelly. I apologise for the delay in its commencement due to the protracted deliberations of my staff on site related to attempting to accurately mark setting out points. Those present were all members of my DfI Roads team and no third parties were involved. I had instructed my staff to make every effort to clarify the layout on site and also to make themselves available to measure, mark and set out any indicators on the ground as you, your client and his builder might have required and directed. This preparation reflected your notification of 8 March 2019 that a professional mapper would be in attendance.

The objective of DfI Roads is to assist in resolving any problems in delivering the new overall Watsons Road alignment which I believe can be readily achieved without impact upon any house building.

In terms of the extent of the road construction I can confirm that the Department has no role in any land dispute between your client and the adjacent developer, has no wish to become embroiled in land boundary issues between developers and certainly has no prejudice or bias towards either party in this case. The correspondence you refer to with Cleaver Fulton Rankin mentioned by my staff was not solicited by DfI Roads but it was pertinent to make known to yourself the Department's receipt,

knowledge and sight of the document which had some relevance to discussions on site.

I understand the ambiguity in terms of road alignment may have arisen due to the new kerbline on the drawing being interpreted as the line of that existing and I hope my site staff have been helpful in trying to resolve this aspect of the layout. On the basis that the kerb edge indicated on your client's PSD drawing does not concur with that in situ the conclusion was that footway width dimensions should be measured from the longstanding boundary walls in order to avoid ambiguity.

DfI Roads supervisory staff will continue to be available on the ground in order to avoid unnecessary delay to the overall progress of development and associated infrastructure and I appreciate the steps your client is taking to deliver the requirements of the determined road layout.

In considering your request for copies of correspondence with Cleaver Fulton Rankin I have determined on behalf of the Department that the information requested falls under the Environmental Information Regulations 2004 (EIR), as opposed to Freedom of Information (FOI). Section 39 of the Freedom of Information Act specifically excludes from consideration under that Act requests for what is deemed to be environmental information. EIR gives right of public access to environmental information held by public authorities.

A guide explaining the Environmental Information Regulations can be found at <https://ico.org.uk/for-organisations/guide-to-the-environmental-information-regulations/what-are-the-eir/>.

Copies of the information you have requested are attached.

If you are dissatisfied with the handling of your request, you have the right to ask for an internal review. Internal review requests should be submitted within two months of the date of receipt of the response to your original letter and should be addressed to:

Paul McGrory
Department Information Manager
Room 4.16
Clarence Court
10-18 Adelaide Street
BELFAST, BT2 8GB

If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

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Controller of HMSO who has responsibility for the licensing of Crown Copyright material. For further details on how to apply for a licence please see <http://www.opsi.gov.uk/click-use/index.htm>

I trust the information will be helpful and once again I apologise for the late start to the meeting with yourself. I have spoken to my staff about the inconvenience caused to yourself and your client

Yours sincerely

REYNOLD NICHOLSON
Principal Chartered Engineer
Network Planning Manager

cc Mr Simon Richardson DRM