



With reference to the proposed extension to Irishtown Stadium, Ringsend, Dublin 4

The Irishtown Stadium, Ringsend, Dublin 4, is in the ownership of Dublin City Council. St Pats CY Football Club pays an hourly rate for the use of the all weather pitch for training and to play matches. The rental rate offered to the club includes use of the changing rooms. Irishtown Crusaders CLG t/a Crusaders Athletic club have a rental agreement to use the athletics track for agreed hours and the changing rooms.

Crusaders Athletic Club and St. Patricks CY football Club have successfully applied for a grant in the amount of €1.5 million from the waste to energy community gain fund. This grant is to allow them to build an extension to Irishtown stadium for the use of the clubs.

The Sports and Recreation Section, Culture, Recreation and Economic Services Department, Dublin City Council, have requested that a Building Licence and Lease be granted to the two aforementioned clubs at Irishtown Stadium.

The following terms and conditions are recommended by the Chief Valuer as fair and reasonable:

1. That the relevant site is as shown on the attached map index No. SM-2018-0672-001 and Map Index No, SM-2018-0672-002.
2. That a formal map is to be attached to the Building Licence Agreement and the subsequent leases.
3. That the Council hold the fee simple interest in the subject site.
4. That the applicants shall satisfy the Council that they have sufficient funds to undertake and complete the proposed Development on the site.

Building Licence

5. That the Council shall be prepared to grant a Building Licence to the applicants/ their appointed contractor in respect of the development as outlined in planning application Reference 2858/18, which comprises a two storey extension to the existing Irishtown Stadium building, as shown on the attached map index No. SM-2018-0672-001 and Map Index No, SM-2018-0672-002.
6. The overall property is to comprise c. 927.4sq.m or thereabouts.
7. That the Building Licence Agreement shall contain covenants and conditions as normally contained in Building Licence Agreements.
8. That the licence is personal in nature and shall not be transferable.

9. That if planning permission for a development on the site is either refused (by the Council or An Bord Pleanála), or granted subject to onerous conditions, then either party can decide to abandon the transaction without penalty or compensation due to the other party. The Council would also reserve the right to terminate the agreement if the applicant chose to appeal a Planning Authority decision.
10. That prior to the commencement of the Building Licence the applicants/their appointed contractor shall be required to submit a detailed Method Statement in respect of the works to be carried out.
11. That the Method Statement shall include details on proposed access to the site, any area temporarily required for storage of material and machinery during the course of the works, service connections and any disturbance to adjoining buildings and grounds.
12. That the Method Statement shall include a reasonable timeline for completion of the development from commencement of the works, which shall be agreed with the Council, and stated in the Licence Agreement.
13. That subject to the Council being satisfied with the Method Statement submitted the contractor shall be required to commence development on site no later than 3 months from the final grant of planning permission to construct the extension, for which planning permission has been obtained. These time periods can be extended at the discretion of the Executive Manager, Planning and Property Development Department.
14. That the works shall be restricted to 8am-6pm Monday to Friday and shall not interfere in so far as possible with the use/enjoyment of the adjoining building and stadium grounds.
15. That the applicants/their appointed contractor shall be required to adequately secure the works area during the development.
16. That all planning costs, site investigation/preparation, development and associated costs, taxes and stamp duty incurred in the development shall be borne by the applicants.
17. That the applicants shall indemnify Dublin City Council against any claim for compensation which might/may be made by any party arising out of building works being carried out on the site, or any working areas or any access points thereto.
18. That during the building period, and pending grant of the lease, the applicants will insure the property against fire and all other insurable risks with an Approved Insurance Company and pay all necessary premiums. The insurance shall be in the joint names of the Licensee and the Council and will be for such an amount which will provide cover for the full reinstatement value of so much of the works completed at any time with a sum for Architects and Surveyors fees.
19. That if the construction programme has not commenced within the specified time period then the City Council at its absolute discretion shall have the right to terminate the Building Licence agreement without any cost or compensation liability on the Council.

20. That Dublin City Council reserves the right to re-enter on the site and resume possession thereof should the applicants fail to commence and complete the works within the specified period or in the event of the applicant's bankruptcy or insolvency.
21. That Dublin City Council, its officials, employees or agents shall have the right to enter upon the subject site, to inspect the state and progress of the said works, provided prior written notice is given to the applicant.
22. That the Building Licence shall include other conditions, as are deemed appropriate by the City Council's Law Agent in licence agreements of this nature.

Following the satisfactory completion of the works the applicant shall hand back the building to the Council.

A lease will then be granted to each of the applicants subject to the following terms and conditions:

Irishtown Crusaders CLG t/a Crusaders Athletic Club

- i. That the demised area comprises the ground floor area of 35.5sq.a and a first floor area of 485.9sq.m and shall include the link area. The lease area is shown the attached map SM-2018-0672-002.
- ii. That the lease shall be for a period of 25 years.
- iii. That the market rent shall be abated to €1 per annum, if demanded, provided that the premises continues to be used by the Club for sporting and recreational purposes only.
- iv. That in the event that the property ceases to be used for the use outlined at No.iii above the lease shall be terminated or the rent shall revert to the full market rent (to be determined following grant of planning).
- v. That the market rent will be reviewed on a 5 yearly basis linked to changes in the Consumer Price Index, and shall continue to be abated to €1 per annum provided the property continues to be used for the purpose outlined at No. iii above.
- vi. That the subject area is to be separately metered from the existing building and the lessee shall be responsible for all outgoings including electricity, gas, waste management etc.
- vii. That the lessee shall be liable for all rates, taxes, charges including stamp duty.
- viii. That the opening hours of the property will be linked be to the opening hours of the adjoining Irishtown Stadium, as access will be required to the lift. Any access outside of these hours shall be by agreement with Local Management.
- ix. That the lessee shall be granted a right of way through the existing Irishtown Stadium, for access to the lift to the upper floor. A formal map delineating this route will be prepared once the route is agreed between the parties and the necessary planning permission secured.
- x. That the lessee is to ensure that a no smoking policy is enforced within the property and grounds.

- xi. That no alcohol is permitted to be made, sold or consumed on the premises.
- xii. That the property may be made available to other sports clubs and community groups, on request to the lessee. The lessee may charge a community rate per hour for use of the property to cover costs, including opening & closing costs and utility costs.
- xiii. That the lessee shall during the term and at all times, observe and comply in all respects with the relevant legislation, regulations, bye-laws as applicable, including compliance with all Health & Safety legislation. The proposed Licensee shall meet each and every requirement of the City Council's Fire Office and any Health and Safety Officer appointed by the Council, at all times. Failure to comply with this condition shall be ground for revocation of the lease.
- xiv. That the lessee is not to exhibit any sign, board, placard, poster or advertising matter or any flag or banner on or outside the premises without first obtaining the written consent of the lessor. The signage in question is described under planning application 2858/18.
- xv. That the lessee shall indemnify the Council against all claims, losses, expenses, damages, demands and other liabilities whatsoever in respect of the injury or the death of any person or damage to any property of any person or persons using the premises or having access to the premises and to take out a Policy of Public Liability Insurance Cover in the amount of €6.5m and Employer's Liability Insurance in the amount of €13m with a reputable Insurance Company in the joint names of the Lessor and the Lessee to cover all such accidental loss or damage or injury howsoever arising and to produce to the Lessor (if requested) evidence of such Policy or Policies together with the Premium receipt or receipts evidencing the payment of the Premiums to date.
- xvi. That the Council will be responsible for the provision of the insurance cover for the building structure.
- xvii. That the lessee shall take out an insurance policy in respect of fixtures fitting and contents.
- xviii. That the lessee shall not use or permit the use of the property for any commercial purpose or activities whatsoever which are inconsistent with the normal running of the club.
- xix. That the lessee shall not assign, sublet or part with possession or part thereof of the demised area, save for the use outlined at xii above.
- xx. That the lessee shall maintain and keep the demised premises in good and substantial repair.
- xxi. That the lessee shall permit the Council or their appointed officer at reasonable times and upon 24 hours' notice to enter onto the demised premises to ensure the conditions are being observed and performed.
- xxii. That the lessee shall not carry out any structural alterations without the prior written consent of the lessor.
- xxiii. That each party shall be responsible for their own fees and costs in this matter.
- xxiv. That the Lease shall be subject to other terms and conditions deemed appropriate by the Council's Law Agent.

Saint Patricks CY Football Club

- i. That the demised area comprises the ground floor area of c. 403.3sq.m.
The lease area is shown on the attached map SM2018-0672-001.
- ii. That the lease shall be for a period of 25 years.
- iii. That the market rent shall be abated to €1 per annum, if demanded, provided that the premises continues to be used by the Club for sporting and recreational purposes.
- iv. That in the event that the property ceases to be used for the use outlined at No.iii above the lease shall be terminated or the rent shall revert to the full market rent (to be determined following grant of planning).
- v. That the market rent will be reviewed on a 5 yearly basis linked to changes in the Consumer Price Index, and shall continue to be abated to €1 per annum provided the property continues to be used for the purpose outlined at No.iii above.
- vi. That the subject area is to be separately metered from the existing building and the lessee shall be responsible for all outgoings including electricity, gas, waste management etc.
- vii. That the lessee shall be liable for all rates, taxes, charges including Stamp Duty.
- viii. That the opening hours of the property shall be 7am to 11pm Monday to Sunday. Access outside of these hours will be by agreement with Local Management of the Stadium
- ix. That the lessee is to ensure that a no smoking policy is enforced within the property grounds.
- x. That no alcohol is permitted to be made, sold or consumed on the premises.
- xi. That the property may be made available to other sports clubs and community groups, on request to the lessee. The lessee may charge a community rate per hour for use of the property to cover costs, including opening & closing costs and utility costs.
- xii. That the lessee shall during the term and at all times, observe and comply in all respects with the relevant legislation, regulations, bye-laws as applicable, including compliance with all Health & Safety legislation. The proposed Lessee shall meet each and every requirement of the City Council's Fire Office and any Health and Safety Officer appointed by the Council, at all times. Failure to comply with this condition shall be a ground for revocation of the lease.
- xiii. That the lessee is not to exhibit any sign, board, placard, poster or advertising matter or any flag or banner on or outside the premises without first obtaining the written consent of the lessor. The signage in question is as described under planning application 2858/18.
- xiv. That the lessee shall indemnify the Council against all claims, losses, expenses, damages, demands and other liabilities whatsoever in respect of the injury or the death of any person or damage to any property of any person or persons using the premises or having access to the premises and to take out a Policy of Public Liability Insurance Cover in the amount of €6.5m and Employer's Liability Insurance in the

amount of €13m with a reputable Insurance Company in the joint names of the Lessor and the Lessee to cover all such accidental loss or damage or injury howsoever arising and to produce to the Lessor (if requested) evidence of such Policy or Policies together with the Premium receipt or receipts evidencing the payment of the Premiums to date.

- xv. That the Council will be responsible for the provision of the insurance cover for the building structure.
- xvi. That the lessee shall take out an insurance policy in respect of fixtures fitting and contents.
- xvii. That the lessee shall not use or permit the use of the property for any commercial purpose or activities whatsoever which are inconsistent with the normal running of the club.
- xviii. That the lessee shall not assign, sublet or part with possession or part thereof of the demised area, save for the use outlined at xi above.
- xix. That the lessee shall maintain and keep the demised premises in good and substantial repair.
- xx. That the lessee shall permit the Council or their appointed officer at reasonable times and upon 24 hours notice to enter onto the demised premises to ensure the conditions are being observed and performed.
- xxi. That the lessee shall not carry out any structural alterations without the prior written consent of the lessor.
- xxii. That each party shall be responsible for their own fees and costs in this matter.
- xxiii. That the lease shall be subject to other terms and conditions deemed appropriate by the Council's Law Agent.

The property to be disposed of was acquired from Miansof Incorporated and the Vico Society Ltd. in 1975.

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

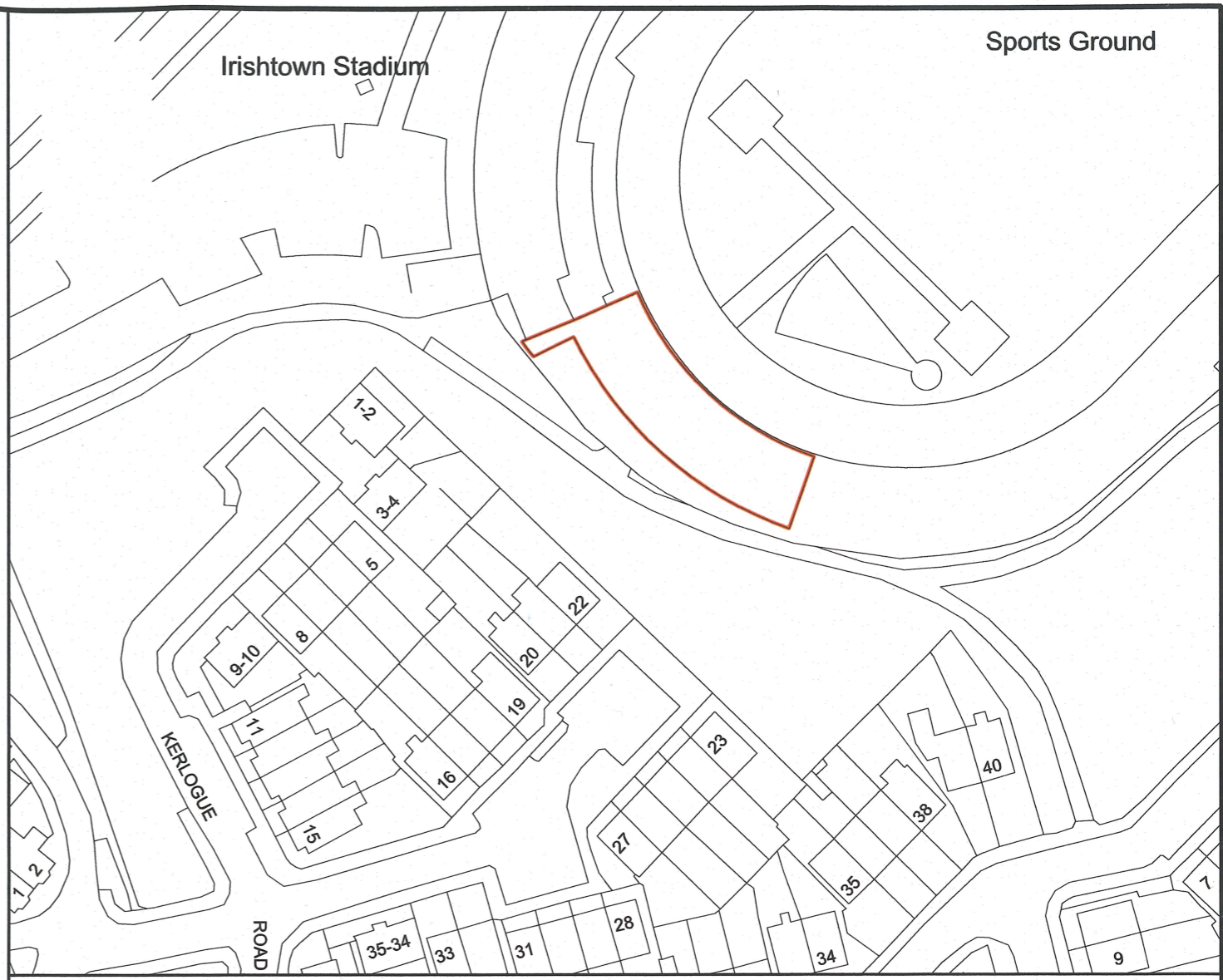
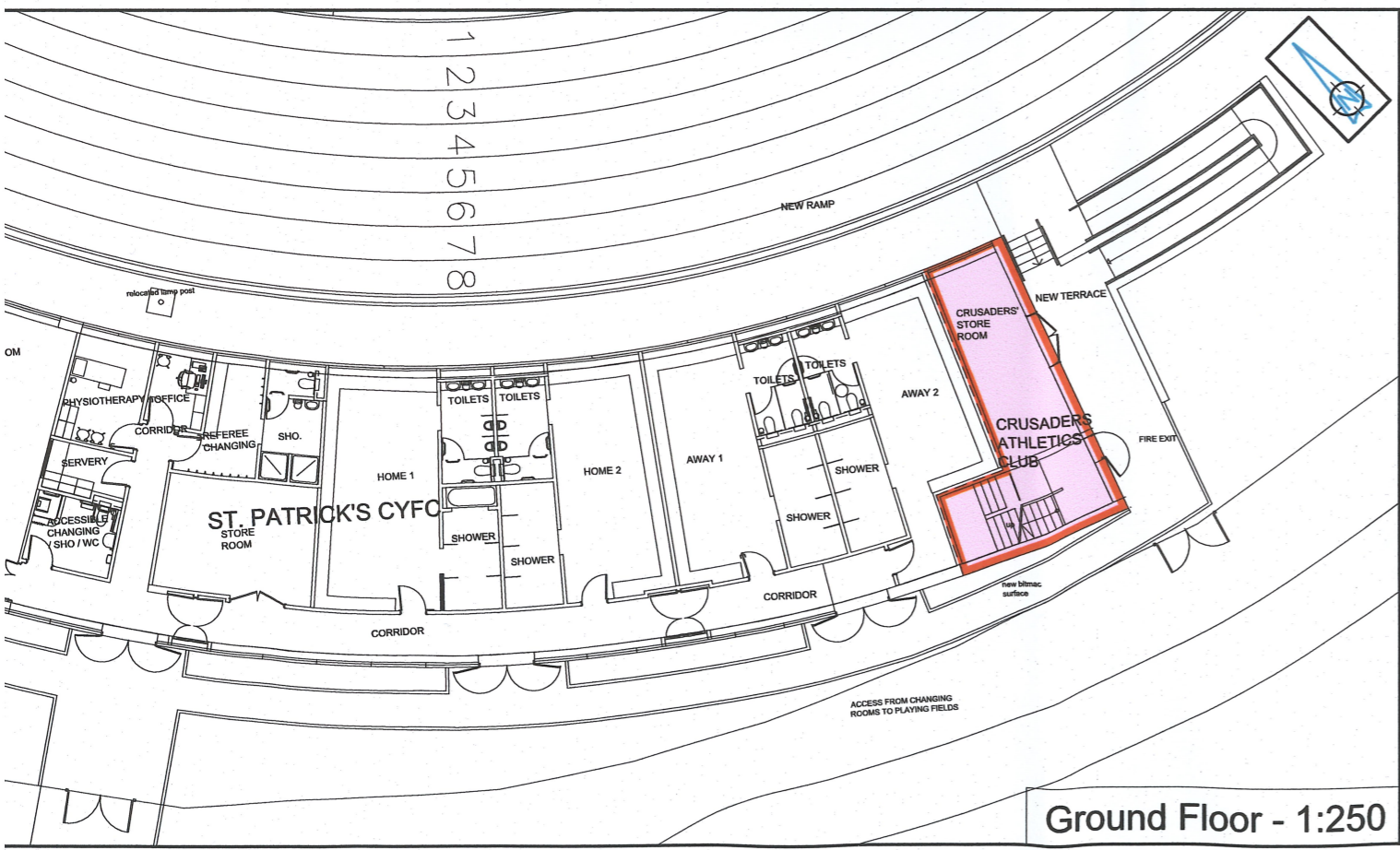
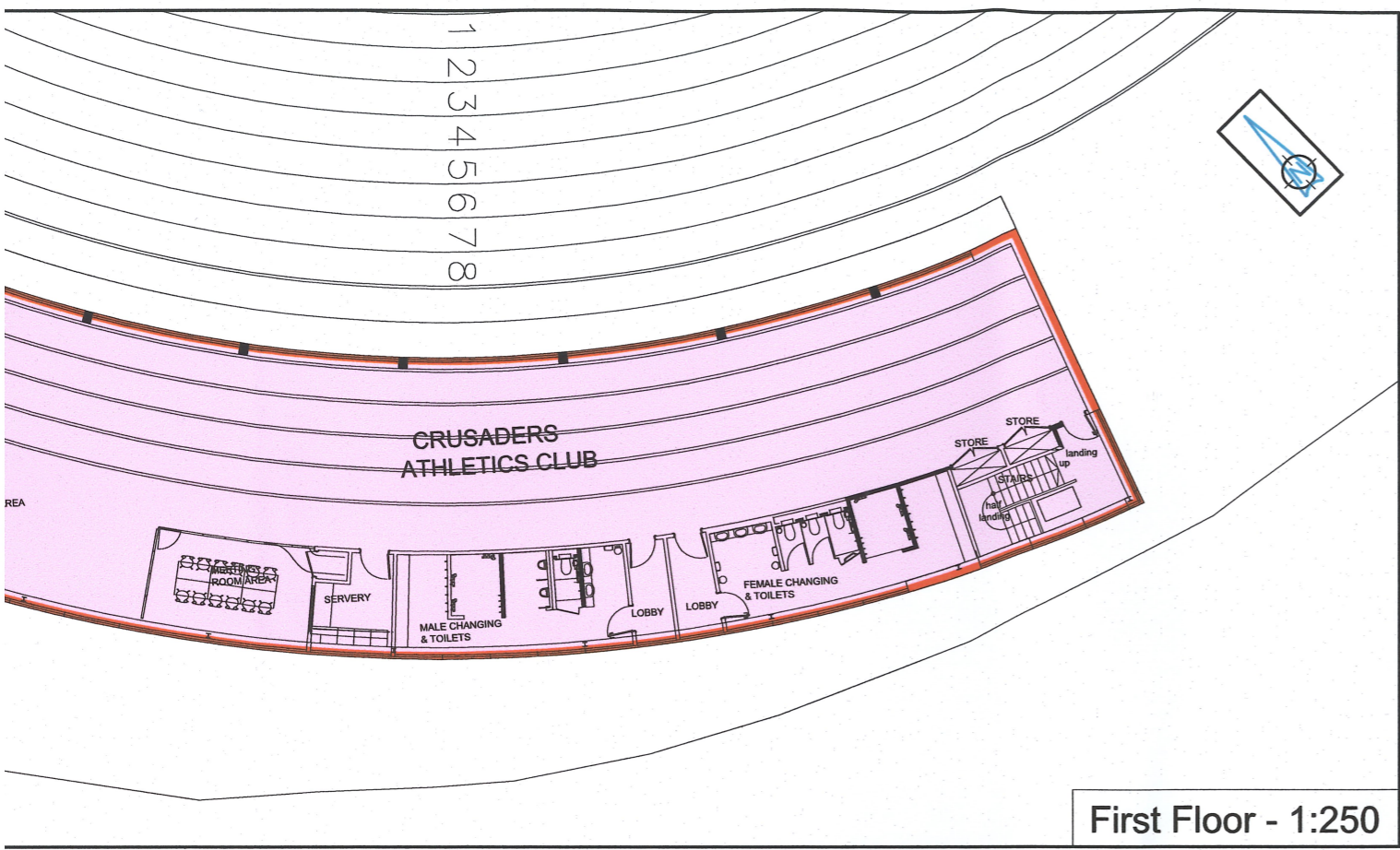
This proposal was approved by the South East Area Committee at its meeting on the 12th November 2018.

This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

Resolution to be adopted

“That Dublin City Council notes the contents of this report and assents to the proposal outlined therein”.

Helen McNamara
Senior Executive Officer
21st November 2018



IRISHTOWN STADIUM EXTENSION

Dublin City Council to Crusaders Athletic Club

Grant of 25 Year Lease



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

An Roinn Comhshaoil agus Iompair
Rannán Suirbhéireachta agus Léarscáilthe
Environment and Transportation Department
Survey and Mapping Division

O.S REF
3264-14

SCALE
1:250, 1:1000

DATE
20-11-2018

SURVEYED / PRODUCED BY
T. Curran

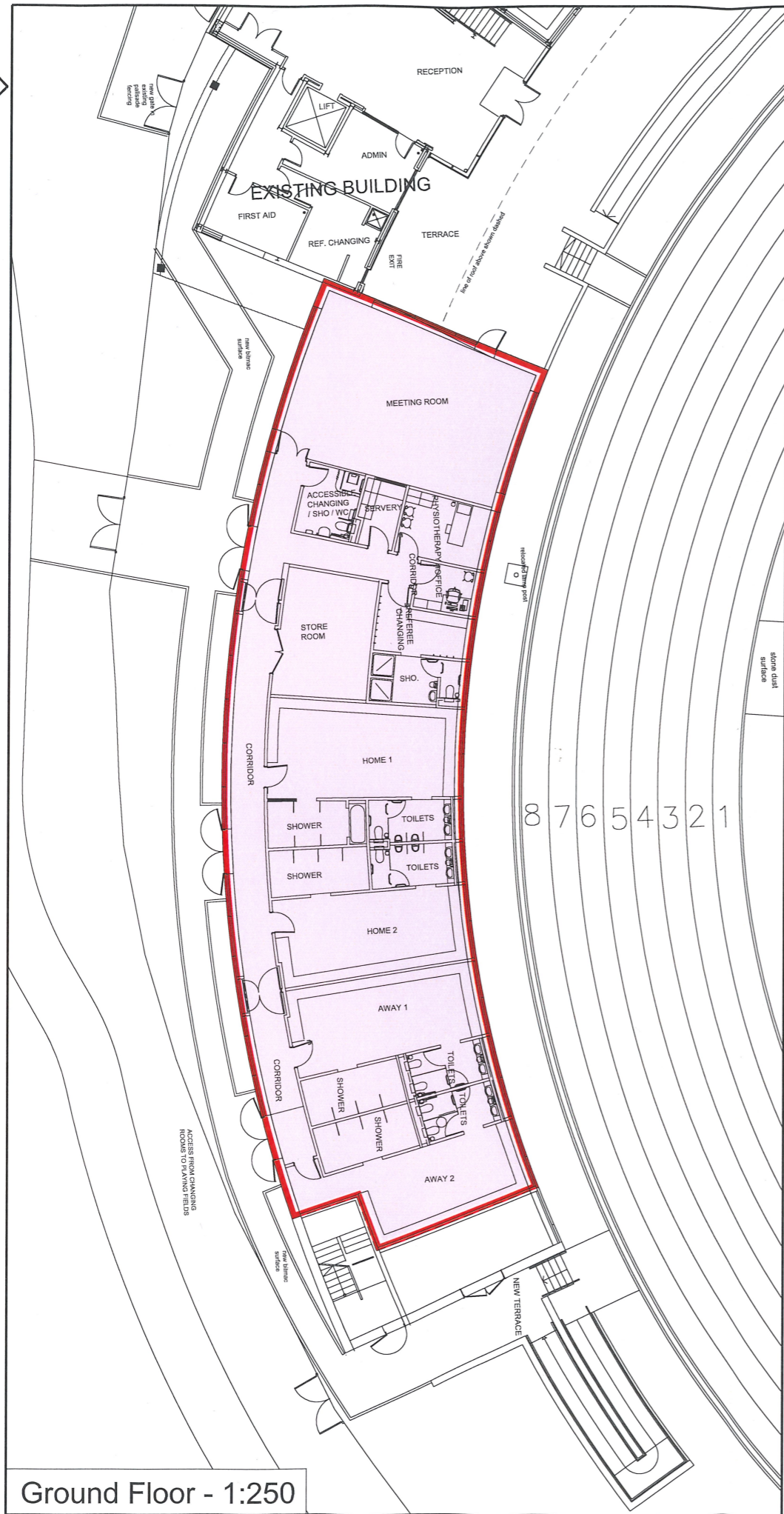
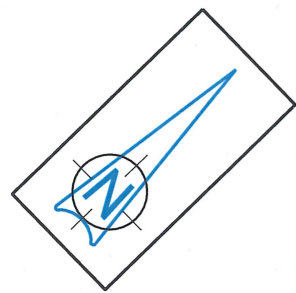
Dr JOHN W. FLANAGAN
CEng FIEI FICE
CITY ENGINEER

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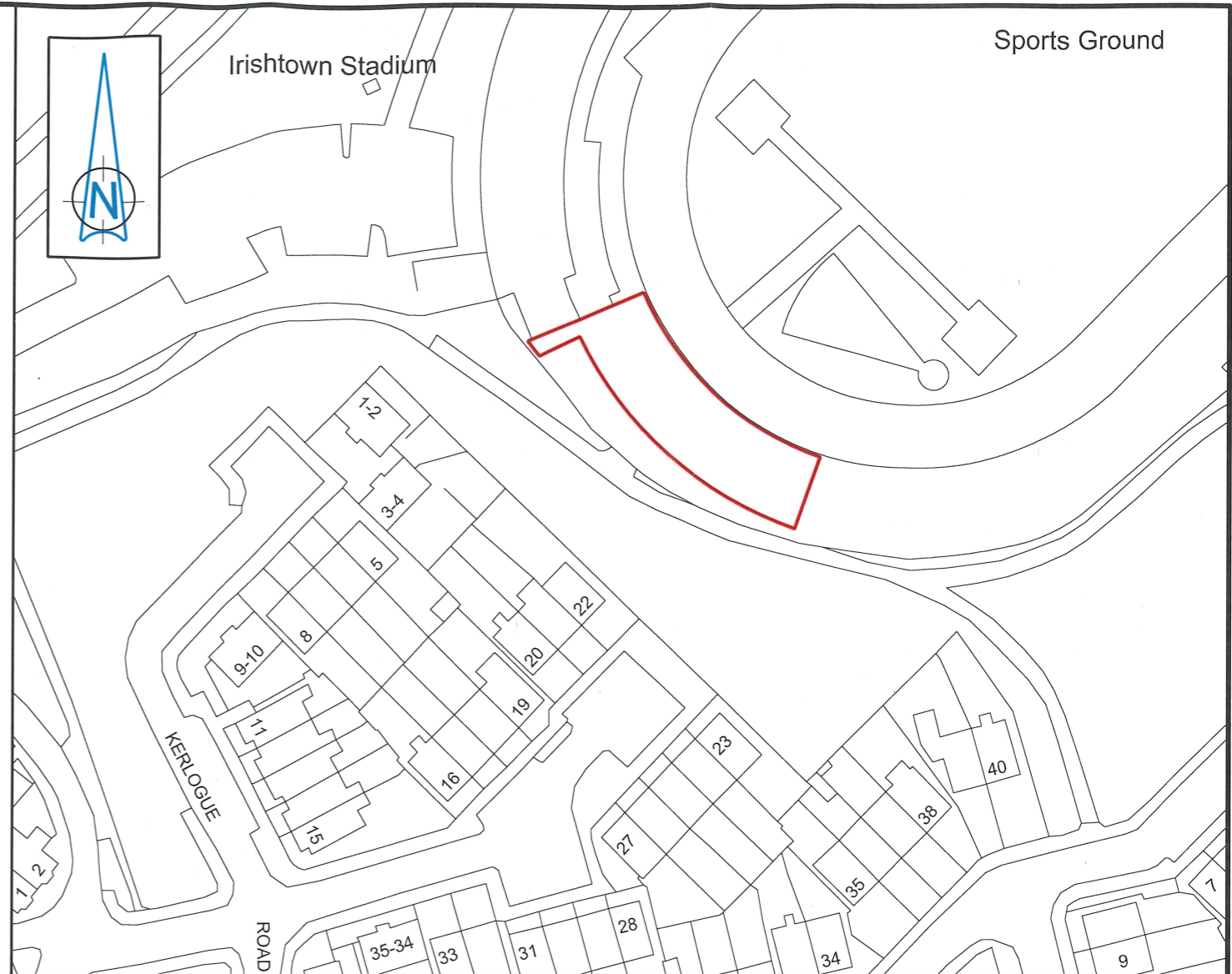
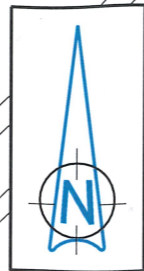
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SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED
THOMAS CURRAN
ACTING MANAGER LAND SURVEYING & MAPPING
DUBLIN CITY COUNCIL

INDEX No.
SM-2018-0672-002




Ground Floor - 1:250



IRISHTOWN STADIUM EXTENSION

Dublin City Council to St. Patrick's C.Y. F.C.

Grant of 25 Year Lease



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

An Roinn Comhshaoil agus Iompair
Rannán Suirbhéireachta agus Léarscáilithe
Environment and Transportation Department
Survey and Mapping Division

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DATE 20-11-2018	SURVEYED / PRODUCED BY T. Curran

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Dr JOHN W. FLANAGAN
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CITY ENGINEER

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APPROVED **THOMAS CURRAN**
ACTING MANAGER LAND SURVEYING & MAPPING
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