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**With reference to the proposed grant of short term lease of lands at Balcurreis Road / Main Street, Ballymun, Dublin 11.**

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At its meeting on 6<sup>th</sup> February 2017 the City Council approved the disposal of lands at Balcurreis Road / Main Street, Ballymun, Dublin 11 to Lidl Ireland GMBH subject to terms and conditions. The disposal in this case was to facilitate the development of a mixed use scheme including licensed discount foodstore and student accommodation.

Final Grant of Planning Permission for the project issued on 9<sup>th</sup> March 2018 and Lidl Ireland GMBH wish for construction works to commence as soon as possible. In connection with this they have requested the use of adjacent lands as a works compound for this project. The lands may also be used for the construction of a temporary marketing suite/show student accommodation unit, subject to receipt of all necessary consents. The lands are shown outlined in red and coloured pink on Map Index No SM-2018-0757-001, a copy of which is submitted with this report.

There are no objections to this proposal and accordingly it is proposed to grant a lease of these lands to Lidl Ireland GMBH subject to the following terms and conditions:

1. That the property is shown outlined in red and coloured pink on attached Map Index No SM-2018-0757-001.
2. That the site is to be used as a works compound for the construction of the mixed use development on the adjacent site to the south. The demise may also be used for the construction of a temporary marketing suite/show student accommodation unit, subject to the receipt of all necessary statutory consents. The tenant shall not permit the site, or any part thereof, to be used for any other purpose.
3. That the lease shall be for a period of 22 months commencing as soon as practically possible in 2019 and the 12 month licence previously granted to Lidl Ireland GMBH for the property, shall automatically terminate upon the execution of this lease.
4. That if the development works are completed prior to the expiry date of this lease, the tenant shall inform Dublin City Council and the lease shall be terminated.
5. That either party may terminate the lease upon giving six month's prior written notice.
6. That the rent shall be €1 p.a. plus VAT (if demanded).
7. That the tenant shall indemnify the Council against any claims for compensation that may be made arising from its usage of the site and shall arrange for insurance cover as follows: Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million). Evidence of insurance is to be submitted to the Council prior to entry onto the leased area.

8. That the tenant is responsible for ensuring that the site is adequately secured at all times. The tenant shall be responsible for repairing and maintaining the property including all boundaries in good and substantial repair.
9. That the tenant shall ensure that the highest level of Health & Safety Standards apply to the use of the site.
10. That the tenant shall not excavate the site or interfere or damage services that encumber the site, save for works approved under Planning Permission in relation to diversion of services.
11. The tenant shall be responsible for any rates, taxes and outgoings assessed on the property during the term of the lease.
12. That Dublin City Council, its officials, employees or agents shall have the right to enter upon the site, for the purposes of ensuring the terms of this lease are complied with.
13. That the tenant shall not assign or sublet the site or any part thereof without the prior written consent of Dublin City Council.
14. That the tenant shall keep the site in a reasonably tidy condition. Upon termination/expiry of the lease, the Tenant shall at its own expense remove all materials and structures not belonging to Dublin City Council and shall leave the site clean, cleared and reinstated to the written satisfaction of the Council.
15. That the tenant shall sign a Deed of Renunciation in respect of the lease contemporaneously with signing and sealing of the lease.
16. That each party shall be responsible for its own costs in this matter.

The lands to be leased were acquired from University College Dublin in 1979.

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

The dates for the performance of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

The lease shall be subject to any such covenants and conditions as the Law Agent in his discretion shall stipulate.

This proposal was approved by the North West Area Committee at its meeting on 11<sup>th</sup> December 2018.

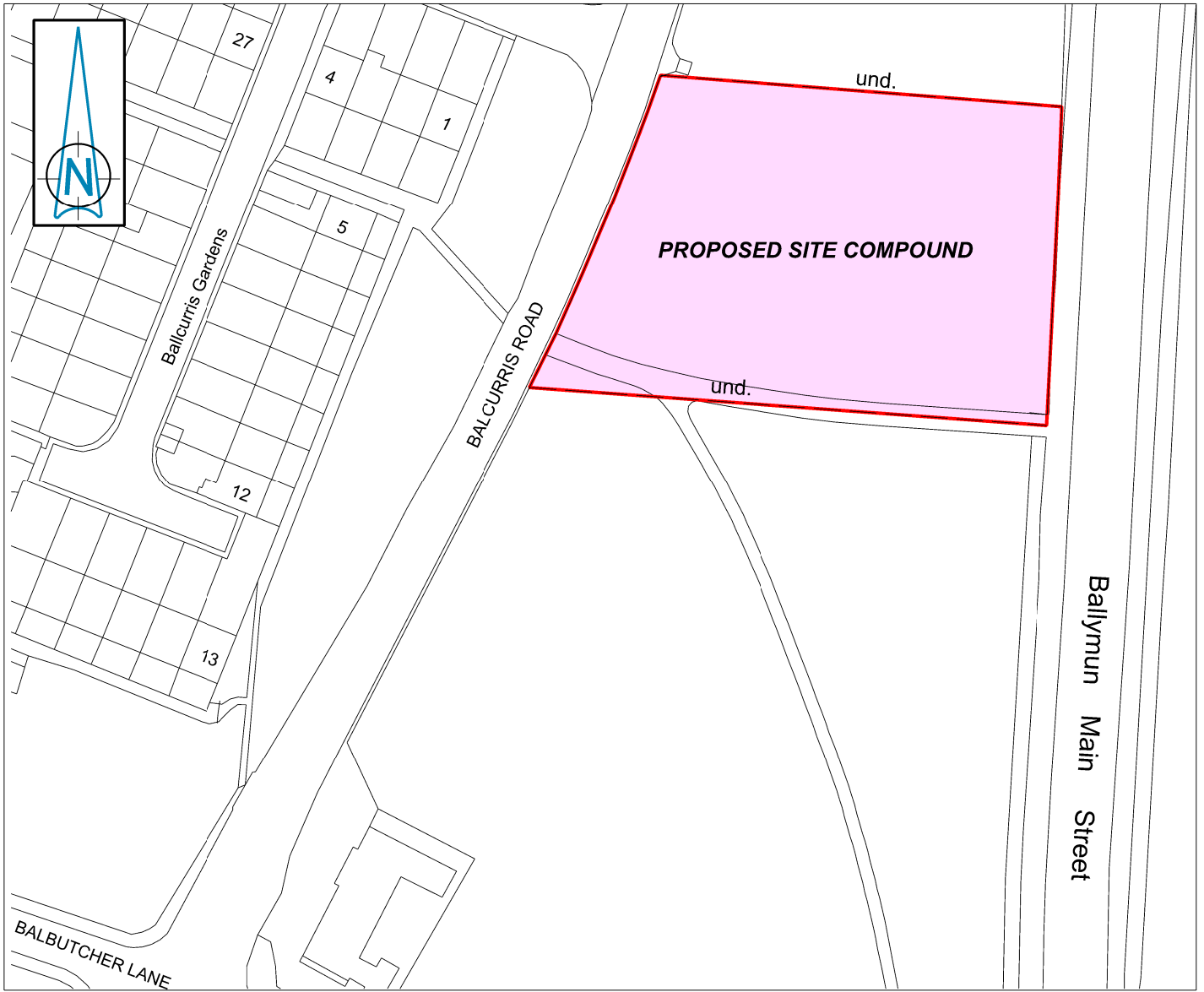
This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

**Resolution to be adopted.**

"That Dublin City Council notes the contents of this report and assents to the proposals outlined therein".

Dated this the 14<sup>th</sup> day of December 2018.


**Paul Clegg**  
**Executive Manager**



**BALCURRIS ROAD, MAIN STREET, BALLYMUN, DUBLIN 11 - Site at  
Dublin City Council to Lidl Ireland GMBH**

**Grant of 22 month lease**

**Map for Council**



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

**O.S REF**  
3131-9,10

**SCALE**  
1-1000 @ A4

INDEX No	FOLDER No	CODE	DWG No	REV
<b>FILE NO</b>	SM-2018-0757-_0204- C3 - 001 - A.dgn			

**DATE**  
03-12-2018

**SURVEYED /  
PRODUCED BY**  
PMcGinn

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY  
DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE

**SURVEY, MAPPING AND RELATED RESEARCH APPROVED**

INDEX No.

SM-2018-0757

-001

Dr JOHN W. FLANAGAN

CEng FIEI FICE  
**CITY ENGINEER**

**APPROVED** \_\_\_\_\_

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