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**With reference to the proposed grant of 5 Year Lease of Workshop 2, Poppintree Neighbourhood Centre, Ballymun, Dublin 11 to Garridebs Limited.**

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Garridebs Limited currently holds a lease in retail Unit 3 Poppintree Neighbourhood Centre and has also been granted successive licence agreements for storage purposes in Workshop 2 Poppintree Neighbourhood Centre. The last of these licence agreements will terminate on the 30<sup>th</sup> April 2021.

The Chief Valuer has now agreed terms with Garridebs Limited for the grant of a lease in Workshop 2 Poppintree Neighbourhood Centre, which is shown outlined red and coloured pink on Map Index No.SM-2013-0803, a copy of which is submitted with this report.

It is therefore proposed to grant a lease of Workshop 2 Poppintree Neighbourhood Centre, Ballymun, Dublin 11, subject to the following terms and conditions:

1. That the subject property comprises Workshop 2 located to the rear of Poppintree Neighbourhood Centre, Ballymun, Dublin 11 and which is shown outlined in red and shaded pink on attached copy map.
2. That the lease shall be for a term of five years from the 1 May 2021.
3. That the rent shall be €5,880 (five thousand eight hundred and eighty euro) per annum (plus VAT if applicable), payable quarterly in advance by standing order or electronic funds transfer.
4. That the subject property shall be used solely for storage purposes, during the hours of 8.30 am to 8 pm daily.
5. That the tenant shall be responsible for all outgoings associated with its use of the subject property including, inter alia, service charges, taxes, rates, utilities and waste disposal.
6. That the tenant shall be responsible for internally repairing and insuring the subject property.
7. That the tenant shall be responsible for fully insuring the property and shall indemnify Dublin City Council against any and all claims arising from its use of the property. Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required.
8. That the tenant shall not assign or sublet without the prior written consent of the Landlord.

9. That the tenant shall not carry out any structural alterations or erect any external signage without the prior written consent from the Landlord.
10. That the tenant shall leave the building clean and tidy upon termination of this lease.
11. That the tenant shall ensure that the rear access gate, without hindrance to the business activities of other tenants in Poppintree Lane, is secured and locked by 7pm.seven days a week.
12. That the tenant shall not at any time obstruct Poppintree Lane. If this clause is breached at any time by the tenant, Dublin City Council reserves the right to terminate this agreement and take back possession of the unit, upon 10 (ten) working days prior written notice.
13. That the applicant shall sign a Renunciation of Rights to a New Tenancy.
14. That the applicant shall be responsible for the payment of any Stamp Duty and VAT liability that may arise on the creation of this lease.
15. That each party shall be responsible for their own fees and costs incurred in this matter.

The site to be disposed of was acquired in fee simple from Richard Warner Wilkinson in 15/02/1965.

No agreement enforceable at law is created or is intended to be created until exchange of contracts 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 disposal shall be subject to any such covenants and conditions as the Law Agent in her discretion shall stipulate.

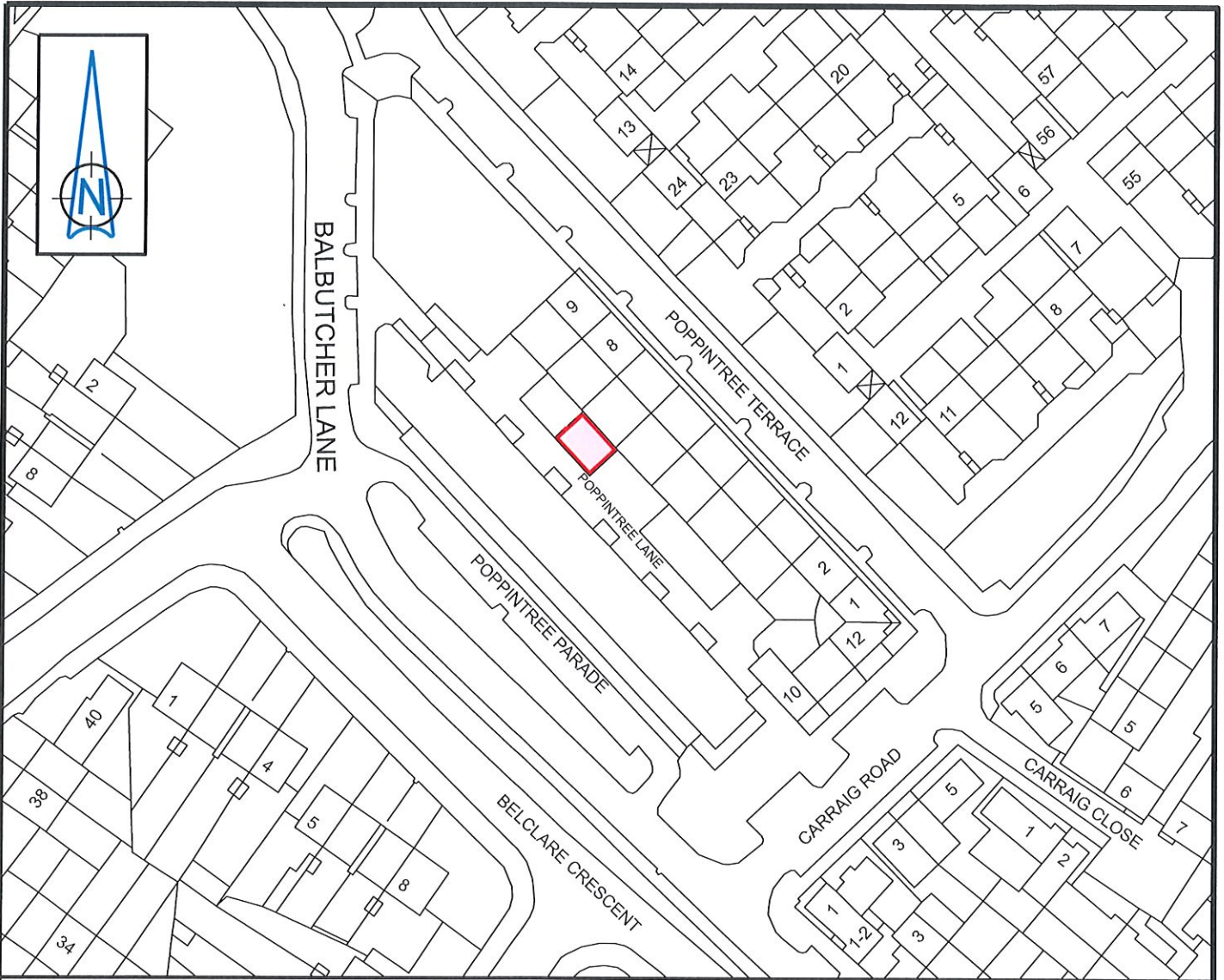
This proposal was approved by the North West Area Committee at its meeting on 20<sup>th</sup> April 2021.

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

**Resolution:**

That Dublin City Council notes the contents of Report No. 145/2021 and assents to the proposals outlined therein.

**Paul Clegg**  
**Executive Manager**  
**27<sup>th</sup> April 2021**



# POPPINTREE PARADE - Workshop 2

## Map for Council



**SURVEY AND MAPPING DIVISION**  
*Rannán Suirbhéireachta agus Léarscailithe*  
**ENVIRONMENT AND ENGINEERING DEPARTMENT**  
*An Roinn Comhshaoil agus Innealtóireachta*

<b>O.S REF</b> 3131-09	<b>SCALE</b> 1:1000
<b>DATE</b> 13-04-2021	<b>SURVEYED / PRODUCED BY</b> T. Curran

<b>FILE NO</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">INDEX No</td> <td style="font-size: small;">FOLDER No</td> <td style="font-size: small;">CODE</td> <td style="font-size: small;">DWG No</td> <td style="font-size: small;">REV</td> </tr> <tr> <td colspan="5" style="text-align: center; padding: 5px;">SM-2013-0803- 0204- C5 - 001 - B.dgn</td> </tr> </table>	INDEX No	FOLDER No	CODE	DWG No	REV	SM-2013-0803- 0204- C5 - 001 - B.dgn				
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MICHAEL PHILLIPS

CITY ENGINEER

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

SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED \_\_\_\_\_

THOMAS CURRAN

ACTING MANAGER LAND SURVEYING & MAPPING  
DUBLIN CITY COUNCIL

INDEX No.

SM-2013-0803

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