

**To the Chairperson and Members of
the South East Area Committee**

**With reference to the proposed grant of lease of lands at Donnybrook Road, Dublin 4
to the IRFU Leinster Branch in connection with the Dodder Greenway Cycle Route.**

The Environment and Transportation Department with funding from the National Transport Authority (NTA) is progressing a 450 metre section of the Dodder Greenway cycle route between Herbert Park and Donnybrook Road. The route of the proposed Greenway travels through lands predominately owned by the Leinster branch of the Irish IRFU-Leinster Branch and land that they have leased to Bective Lawn Tennis Club.

Agreement has been reached for the acquisition of a lease from the IRFU-Leinster Branch in respect of the subject lands. In turn the IRFU-Leinster Branch has requested that it be granted a lease in respect of a plot of ground in the ownership of Dublin City Council which is adjacent to the Donnybrook sports ground and which the IRFU-Leinster Branch has occupied for many years.

Dublin City Council is agreeable to this request and the Chief Valuer has recommended the following terms and conditions for the grant of lease which he considers to be fair and reasonable:

1. That Dublin City Council shall enter into a 75-year lease agreement with IRFU – Leinster Branch for the plot measuring approximately 460sq.m, as outlined in red on the attached copy map Index No. SM-2020-0063.
2. That at the expiration of the 75-year lease term the IRFU-Leinster Branch shall be entitled to a new 75-year lease. Any renewal of the lease agreement shall be consistent with the terms and conditions of the preceding lease.
3. That the lease shall include a condition restricting usage of the leased area, and if applicable any sub-leased area, to car parking and vehicle turning movements relating to events and activities carried on in the stadium and at Old Wesley Rugby Football Club premises only. The IRFU-Leinster Branch shall commit to ensure the car park/coach parking requirements of Old Wesley Football Club are fulfilled on match days and the like events, and IRFU-Leinster Branch undertakes to ensure such appropriate arrangements are entered into to meet the needs of Old Wesley in this regard.
4. That the lessee shall pay a premium in the sum of €100 (one hundred euro) and the lease shall reserve a rent of €100 per annum, which shall be subject to five yearly rent reviews linked to changes in the Consumer Price Index. VAT will not be charged on the lease rent.
5. That all accommodation works shall be executed in accordance with the conditions and requirements as agreed between the Lessees and the Council Engineers. The Council's

Contractor will prioritise the works on the car park and shall use its best endeavours to hand over to IRFU-Leinster Branch the parking area of the area to be leased within 12 weeks of the commencement of the works on site. The car park will be handed back fully lined out and fully finished as a car parking area. In any event the car park works must be completed prior to completion of the Greenway Works and the lease for the car park granted prior to or no later than, the Greenway lease.

6. That the Lessee, and (if any) sub-lessee, shall secure and maintain the leased area.
7. That the Lessee shall not sub-let or assign the lease area without first receiving the consent of the Council, which shall not be unreasonably withheld.
8. That all outgoings, including insurance, electricity and the repairs and maintenance of the leased area shall be the sole responsibility of the Lessee or the sub-lessee if any such sub-lease is granted.
9. That the leased area shall be used solely for non-commercial vehicle parking and turning purposes, in accordance with Condition 3 above. In the event of the property ceasing to be used for such purpose on a regular basis, the property shall revert, free of charge to Dublin City Council.
10. That the Lessee and/or sub-lessee shall not derive any additional income through 'pay and display', 'park and ride' or any such parking charging facility. In this event the property shall revert free of charge to Dublin City Council.
11. That the Lessee (or the sub-lessee if any such sub-lease is granted) will be responsible for appropriate insurances as reasonably determined by Dublin City Council and as are available at reasonably commercial terms, including Public Liability Insurance of €6.5m and Employer's Liability Insurance of €13m, and shall indemnify Dublin City Council against all actions, proceeding, costs, claims, demands and liabilities whatsoever arising from all and every activity carried out or promoted by the Lessee (or the sub-lessee if any such sub-lease is granted) and its agents in connection with the facilities on the leased area. It shall not do or suffer to be done any activity in any part of the plot which would render void or voidable the insurances of the plot or adjoining premises.
12. That the Lessee and or sub-lessee shall be responsible for any repairs and decoration necessary to make the plot safe and suitable for the activities carried out therein.
13. That in the event that the Council serves a termination notice on the Lessee in accordance with the terms of the lease, the Lessee shall become entitled to receive compensation for disturbance to its use and occupation of the leased area (or part thereof). The relevant period for the assessment of the compensation would be from the date of handback of the leased area or part thereof to the Council until the end of the lease term. Any compensation assessed and agreed by the parties shall in any event not exceed 25% of the site value of the demised area or part thereof, for an approved scheme of development by the Council.
14. That the Lessee shall not carry out any alterations to the leased area without the prior written consent of Dublin City Council.
15. That the Lessee shall be liable for the payment of any VAT on the creation of the lease agreement. The Council shall opt not to charge VAT on the lease rent.
16. That the Council shall pay the reasonable legal costs incurred by the IRFU-Leinster Branch in this matter. That the execution of the lease herein shall be synchronised with the related

transactions involving the grant of a lease and works licenses by the IRFU-Leinster Branch to Dublin City Council. In any event the total legal fees payable by the Council for this transaction and all related transactions, shall not exceed €16,000 plus VAT.

17. That the Council will also pay a surveyor's fee of €10,000 plus VAT to cover all matters arising under this transaction and all related transactions.

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

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

Paul Clegg

Executive Manager