



---

**With reference to the proposed grant of a 5 Year Lease, Reco Building, Silogue Road, Ballymun, Dublin 11.**

---

Dublin City Council is the owner of lands at The Reco Building, Silogue Road, Ballymun registered under Folios DN869F, DN200780F and DN58554F shown outlined red and coloured pink on Map Index SM-2015-0918-002.

Ballymun Regional Youth Resource CLG (BRYR) has been in occupation of The Reco Building Silogue Road Ballymun, Dublin 11 on foot of a 12-month licence agreement dated 4<sup>th</sup> December 2014. A further licence granted in 2015 for a period of three years expired on 3<sup>rd</sup> December 2018, and a further licence from the 4<sup>th</sup> December 2018 to 3<sup>rd</sup> December 2021 also expired.

BRYR supports the welfare, well-being and development of young people of ages 10-24yrs in Ballymun. In order to facilitate the continuance of this service, it is now proposed to grant a 5 year Lease to BRYR (the Lessee) subject to the following terms and conditions: which are deemed fair and reasonable. The Area Office has no objections to the granting of the Lease.

1. That the Lessor (Dublin City Council) shall enter into a lease agreement with the Lessee for the use of the RECO Building located on Silogue Road, Ballymun, Dublin 11 and which is shown outlined in red on attached Map Index No. SM-2015-0918-002. A pedestrian right of way over the adjacent church yard is shown in yellow.
2. That the Lease shall be for a term of 5 years from the 4<sup>th</sup> December 2021.
3. That the Lease fee shall be €140,000 (One hundred and forty thousand euro) per annum exclusive of VAT.
4. That the Lease fee shall be abated to €200 (Two hundred euro) provided the property is used solely as a community and youth facility.
5. That the Lessee shall be responsible for all outgoings associated with its use of the premises including, inter alia, taxes, rates, utilities, building insurance and waste disposal.
6. That the Lessee shall be responsible for fully insuring the premises and shall indemnify Dublin City Council against any and all claims arising from its use of the premises. The Lessee shall take out and produce to Dublin City Council, Public Liability Insurance to the sum of €6.5million and Employer Liability Insurance in the sum of €13 million for any incident with a recognized insurance company with offices in the state and the policy shall indemnify the Council against all liability as owner of the property.

7. That the Lessee shall not assign, sublet or part with possession of the premises or any part thereof. The abated rent is strictly personal to Ballymun Regional Youth Resource Limited.
8. That the Lessee shall be responsible for keeping the property in good order and repair internally, including all windows, doors and plate glass. The Lessee will notify the lessor immediately of any structural or building damages that occur, the costs of which will be incurred by the Lessee, unless deliberately caused by the Lessee. The Lessee shall be permitted, upon two weeks prior written notice except in case of emergency to inspect the premises and carry out any works as required and, the Lessee shall not be liable for the payment of any compensation.
9. That the Lessee shall not carry out any works or structural alterations to the premises without prior written consent of Dublin City Council.
10. That the Lessee undertakes to conduct routine general maintenance and shall keep the leased premises in good condition and repair.
11. That the Lessee shall not erect any sign or advertise on the premises without prior approval of the council.
12. That this agreement may be terminated by either party by giving three months prior written notice.
13. That the Lessee shall leave the building clean, cleared and tidy upon expiry or termination of this letting agreement.
14. That the Lessee shall ensure that it's use and occupation of the property complies with all necessary statutory consents.
15. That the Lessee shall sign a Deed of renunciation in respect of the rights to renew.
16. That each party shall be responsible for their own fees and costs incurred with this agreement.

The premises to be leased was acquired by agreement in fee simple in 3 parts from UCD in 1979, St Laurence O' Toole Diocesan dated 15<sup>th</sup> February 2011 and portion 3 from St Laurence O' Toole on 8<sup>th</sup> November 1983.

That this Lease will be subject to any other terms and conditions as deemed appropriate by Councils Law Agent.

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 North West Area Committee at its meeting on the 12<sup>th</sup> December 2023.

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

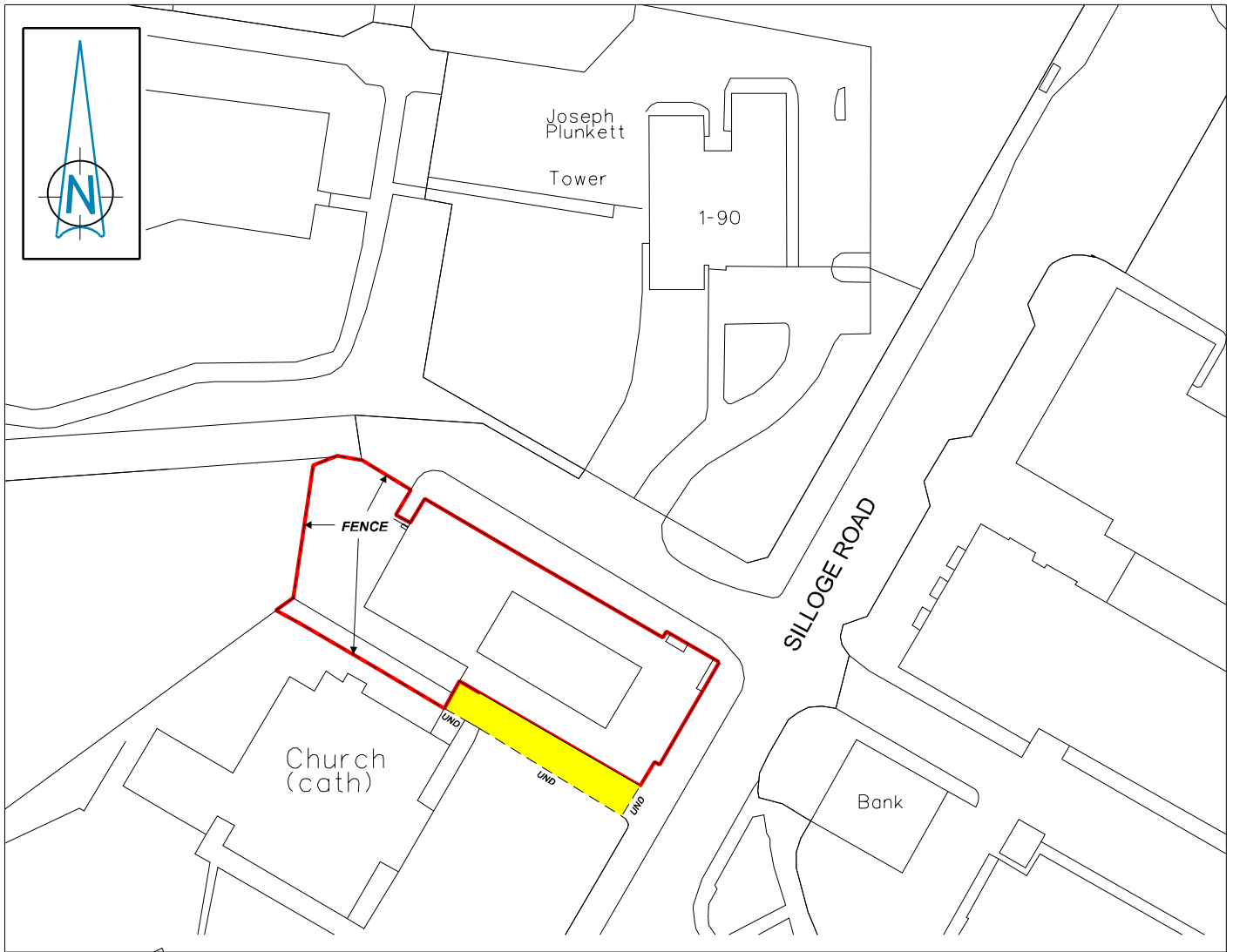
**Resolution to be adopted**

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

**Máire Igoe**

**A/Executive Manager**

**14<sup>th</sup> December 2023**



**RECO BUILDING, SILLOGE ROAD, BALLYMUN, DUBLIN 11**

**Dublin City Council to Ballymun Regional Youth Resource Limited**

**Map for Council**

**Note: Existing right-of-way shown coloured yellow**



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

**DATE**  
03/02/2016

**SURVEYED /  
PRODUCED BY**  
Conor O'Reilly

**JOHN W. FLANAGAN**  
PhD CEng Eur Ing FIEI FICE  
ACTING CITY ENGINEER

INDEX No	FOLDER No	CODE	DWG No	REV
----------	-----------	------	--------	-----

**FILE NO** SM-2015-0918- 0204- C3 - 002 - A.dgn

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-2015-0918-002**