
With reference to the proposed grant of a lease of offices, plus four basement car parking spaces, on the Third Floor North, Ballymun Civic Centre, Ballymun, Dublin 9 to the Eastern and Midland Regional Assembly.

Under Indenture of Lease dated the 8th April 2016, offices on the Third Floor North, Ballymun Civic Centre, Dublin 9, plus four basement car parking spaces, outlined red and coloured pink on Map Index No. SM-2020-0297, were demised by Dublin City Council to the Eastern and Midland Regional Assembly for a term of 4 years and 9 months commencing the 1st December 2015. The lease was subject to an annual rent of €78,000 per annum. The lease will terminate on the 31st August 2020.

The Chief Valuer has agreed terms and conditions with the Eastern and Midland Regional Assembly for the grant of a new lease of the premises. Accordingly, it is proposed to grant a new lease of the premises to the Eastern and Midland Regional Assembly subject to the following terms and conditions.

1. That the demised premises will comprise offices on the Third Floor North, Ballymun Civic Centre, Ballymun, Dublin 9, plus four basement car parking spaces – numbered 75, 76, 77 and 78. The offices and the basement car parking spaces are shown outlined in red and coloured in pink on Map Index No. SM-2020-0297. The tenant shall also have communal use of the first floor communications room – see term 13 below.
2. That the lease shall be for a term of ten years commencing on the 1st September 2020 and shall be for office use only.
3. That the initial rent for the first five years of the term shall be the sum of €98,000 (ninety eight thousand euro) per annum, plus VAT (if applicable) payable quarterly in advance by standing order or electronic funds transfer.
4. That the rent shall be subject to a rent review at the end of year five to the market rental value of the demised premises at that time on a vacant possession basis disregarding tenant improvement works.
5. That the tenant shall be responsible for fully repairing and insuring the demised premises and that a photographic condition report shall be attached to the lease together with an inventory of fixtures and furniture.
6. That the tenant shall be responsible for the payment of rates, facilities/service charges, utilities, taxes and all other charges applicable to the demised premises, including the basement car parking spaces.
7. That the tenant shall not assign or sublet the demised premises without the prior written consent of Dublin City Council.

8. The tenant shall not carry out any structural alterations without the prior written consent of Dublin City Council.
9. That a break option in favour of the tenant shall be granted at the end of year three at no cost or penalty. Written notice of intention to operate the break option must be given not less than six months prior to the break option date.
10. That a mutual break option shall be granted at the end of year five. Written notice of intention to operate the break option must be given to the other party not less than six months prior to the break option date.
11. That the tenant shall indemnify Dublin City Council against all claims arising from its use of the demised premises. The tenant shall hold Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) and contents insurance.
12. That Dublin City Council and its nominees shall retain a right of access for the purposes of maintaining services running through the demised premises.
13. That the tenant has a server located in the first floor IT communications room. It is acknowledged between the parties that this IT communications room has no specialised fire suppression system in place. The storage and protection of data from fire and other unforeseen circumstances is the sole responsibility of the tenant and Dublin City Council accepts no liability for any loss of data or damage to IT equipment. Allocation of space within the IT communications room shall be at the absolute discretion of Dublin City Council.
14. That the tenant shall sign a Deed of Renunciation prior to the commencement of the lease.
15. That the tenant shall ensure that its use and occupation of the demised premises complies with all necessary statutory consents.
16. That the tenant shall be responsible for the payment of any stamp duty that may arise on the creation of the lease.
17. That each party shall be responsible for their own fees and costs incurred in this matter.

The site on which the property was constructed, was acquired in 1979 from University College Dublin.

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

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

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

This proposal was approved by the North West Area Committee at its meeting on 23rd June 2020.

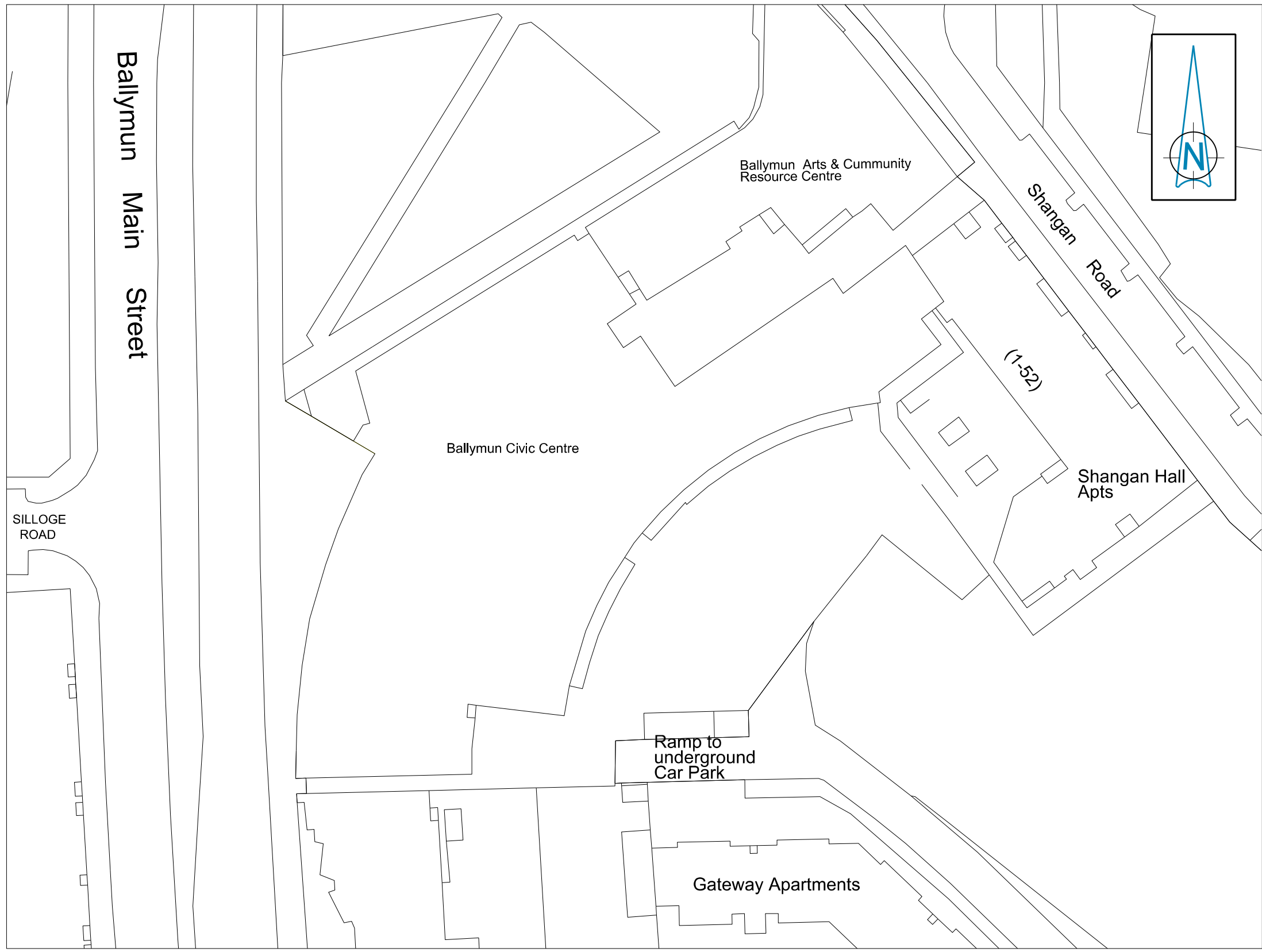
This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

Resolution:

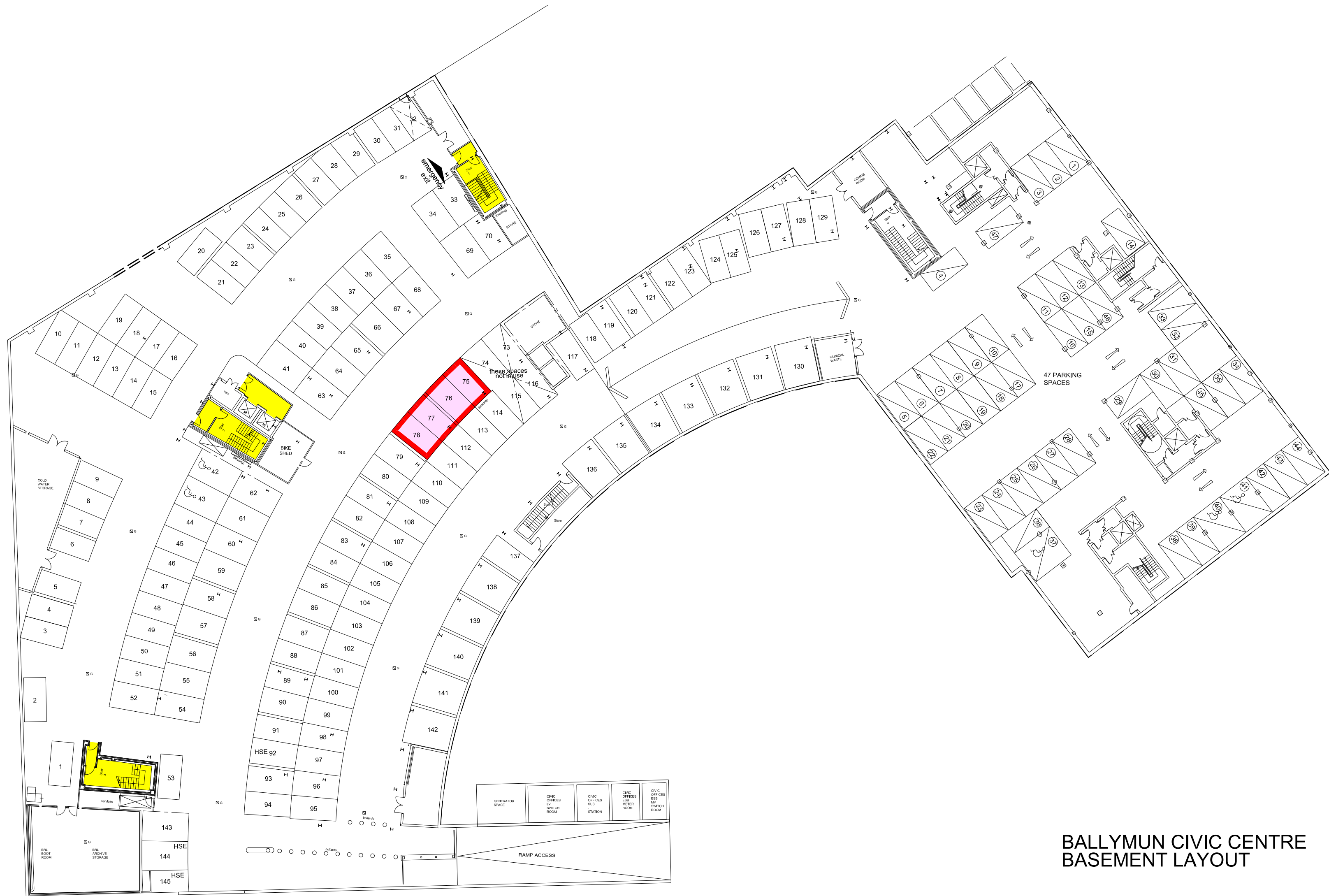
"That Dublin City Council notes the contents of Report No. 232/2020 and assents to the proposals outlined therein.

Dated this 12th day of August 2020

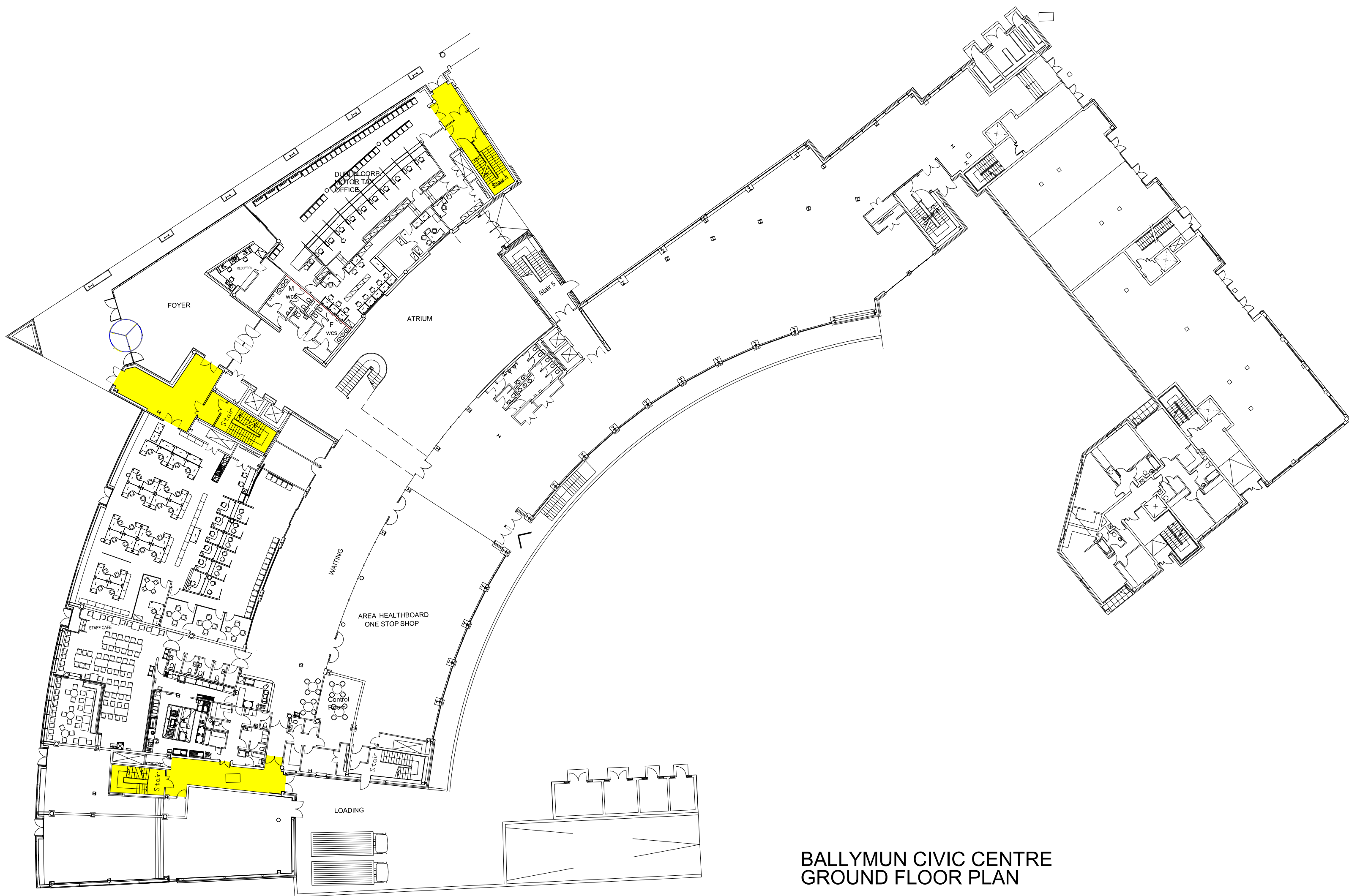
Helen McNamara
Senior Executive Officer



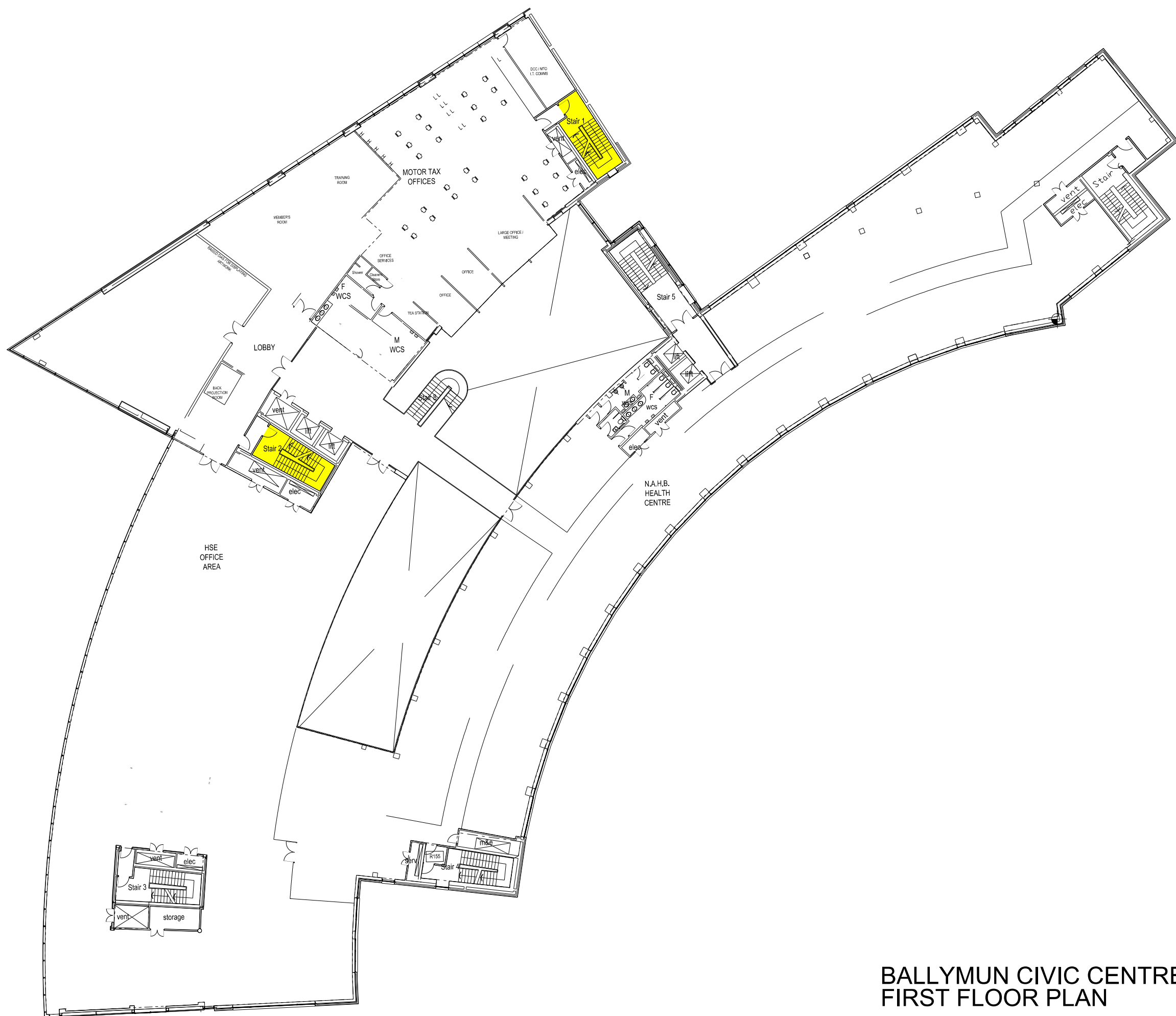
BALLYMUN CIVIC CENTRE
LOCATION MAP
Scale: 1-1000



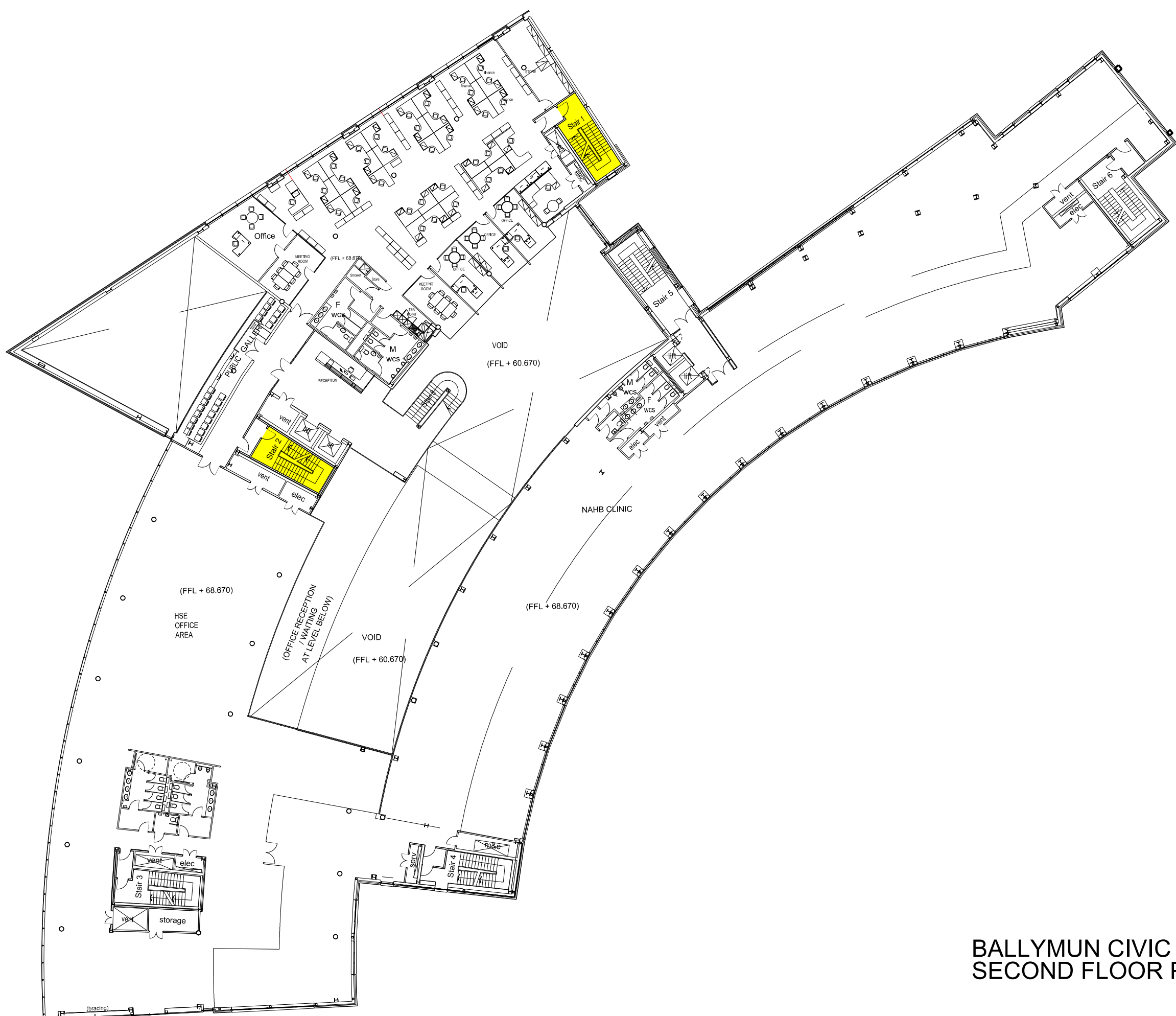
BALLYMUN CIVIC CENTRE
BASEMENT LAYOUT



BALLYMUN CIVIC CENTRE
GROUND FLOOR PLAN



BALLYMUN CIVIC CENTRE
FIRST FLOOR PLAN



BALLYMUN CIVIC CENTRE
SECOND FLOOR PLAN



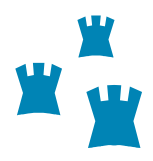
BALLYMUN CIVIC CENTRE
THIRD FLOOR PLAN

BALLYMUN CIVIC CENTRE

Dublin City Council to Eastern & Midlands Regional Assembly

Grant of 10 year lease (3rd floor office space and 4x car parking spaces)

NOTE: Circulation routes (rights of access) required for EMRA 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 3131-15	SCALE 1-500, 1-1000	INDEX No FILE NO	DWG REV
DATE 10-06-2020	SURVEYED / PRODUCED BY PMcGinn	F:\SM-2020-0297 - 001 - A.dgn	
Dr JOHN W. FLANAGAN CEng FIEI FICE CITY ENGINEER		APPROVED THOMAS CURRAN ACTING MANAGER LAND SURVEYING & MAPPING DUBLIN CITY COUNCIL	

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SURVEY, MAPPING AND RELATED RESEARCH APPROVED

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