

19th August 2021

**To: The Chairman and Members of
South Central Area Committee**

Meeting: 15th September 2021

Item No.

With reference to the proposed grant of a further lease of a property at Cherry Orchard Green, Ballyfermot, Dublin 10.

The Cherry Orchard Equine Centre has been in operation since 2003 on land owned by Dublin City Council. By way of Agreement dated 18th January 2016, the area shown on Map Index No. SM-2015-0146 was leased to the Cherry Orchard Equine Centre Ltd (now CLG) for a period of 5 years from 1st July 2015 at a rent of €450,000 per annum abated to €200 per annum for non-profit making purposes as a community equine and training centre and youth facility

The lease expired on 30th June 2020 and Cherry Orchard Equine CLG has requested that the Council consider the granting of a lease for a longer term.

Dublin City Council is very satisfied with the service provided by the group and it is now proposed to grant Cherry Orchard Equine Centre CLG a new lease, subject to the following terms and conditions:

1. The subject property is shown outlined in red on Map index no. SM-2021-0095.
2. The lease shall be for a term of 19 years and 6 months commencing on the 1st of July 2020.
3. The market rent shall be €510,000 (five hundred and ten thousand euro) per annum, plus VAT (if applicable), subject to five yearly rent reviews at market level.
4. The rent shall be abated to a sum of €500 (five hundred euro) per annum, plus VAT (if applicable), as long as the property is used as a non-profit making community equine centre.
5. The payment of rent is to be paid annually in advance.
6. The abated annual rent after each rent review shall bear the same relationship as the initial full market rent and the initial abated rent as long as the premises continue to be used as a non-profit making community equine centre.

7. In the event of the demised property ceasing to be used as a non-profit making community equine centre it shall revert to the Council free of charge. On receipt of written four weeks notification from the Council, the Lessee will provide vacant possession of the property free from all encumbrances and the Lessee shall return the property to the Council in a similar state of repair and condition to that which obtained at the commencement of the Lease.
8. The Lessee shall at all times ensure that the demised premises are kept in such condition that it shall be an amenity to the neighbourhood and a place of pleasant resort and shall not allow it to be used so to be a nuisance to persons resorting to it or to owners or occupiers of surrounding properties or members of the public. In particular, they shall not allow undue noise or commotion to emanate from the building at any time during its opening hours.
9. The sale, manufacture or consumption of intoxicating liquor shall not be permitted in or about the property.
10. The demised property shall not be used for any loan or mortgage purposes.
11. The Lessee shall not sell, assign, sublet, sub-divide, alienate or part with the possession of the property without the consent in writing of the Council.
12. The applicant shall be prohibited from erecting any mast or hoarding on the premises without the consent in writing of the Council.
13. The applicant shall comply at all times with the requirements of all present and future Waste Management and Litter Pollution legislations.
14. In the event of the Lessee ceasing to trade or becoming insolvent/bankrupt, the demised property shall revert to the Council free of charge.
15. The Lessee shall be responsible for payment of rates, service charges, taxes and all other outgoings arising against the property.
16. The Lessee shall ensure that its use and occupation of the property shall at all times comply with all necessary statutory requirements.
17. The Lessee shall ensure that the subject property is adequately secured at all times.
18. The Lessee shall indemnify the Council against all claims as a result of their use and occupation of the demised property and shall arrange for insurance cover as follows: Public Liability Insurance (minimum of €6.5 million) and Employers Liability insurance (minimum of €13 million).
19. The Lessee shall insure and keep insured the property and every part thereof, in the joint names of the Council and the Lessee against loss or damage by fire or other cause in an established Insurance Office to be approved by the Council and to pay all premiums or such other sum of money necessary for that purpose and within 7 days after same has become payable to produce to the Council the policy or policies of such insurance and the receipt for every such payment.
20. The Lessee shall permit the Council and its workmen at all reasonable times to enter upon the property to view the condition thereof.

21. The property or any part thereof shall not be used as a residence.
22. The Lessee shall be responsible for keeping the entire property including, inter alia, the lands, all buildings including external walls/gates/doors and boundaries etc. in good and substantial repair and shall carry out all necessary maintenance/repairs to the Council's written satisfaction. Upon termination/expiry of the lease, the Lessee shall at its own expense remove all materials and goods not belonging to the Council and shall leave the property clean, cleared and reinstated to the written satisfaction of the Council.
23. The Council shall retain a right to way leaves for no consideration, through any lands included in the lease or any related areas, or lands to which it holds title, for any of its statutory purposes subject to the appropriate re-instatement of any lands so affected.
24. The Lessee shall sign a Deed of Renunciation.
25. Each party shall be responsible for their own fees in this matter.
26. The lease shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent.

Paul Clegg

Executive Manager