

**The Chairman and Members of
North West Area Committee.**

Planning and Property Development

Meeting 12th December 2023

22nd November 2023

Item: 9

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

Dublin City Council is the owner of lands at The Reco Building, Sillogue 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 Sillogue Road Ballymun, Dublin 11 on foot of a 12-month licence agreement dated 4th December 2014. A further licence granted in 2015 for a period of three years expired on 3rd December 2018, and a further licence from the 4th December to 3rd December 2021.

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 Tenant) subject to the following terms and conditions: which are deemed fair and reasonable. The Area Office have no objections to the granting of the Lease.

1. That the Lessor (Dublin City Council) shall enter into a lease agreement with the Tenant for the use of the RECO Building located on Sillogue 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 4th 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 Tenant 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 Tenant shall be responsible for fully insuring the premises and shall indemnify the Dublin City Council against any and all claims arising from its use of the premises. The Tenant 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 Tenant 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 Tenant shall be responsible for keeping the property in good order and repair internally, including all windows, doors and plate glass. The Tenant will notify the lessor immediately of any structural or building damages that occur, the costs of which will be incurred by the Tenant, unless deliberately caused by the Tenant. The Tenant 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 Tenant shall not be liable for the payment of any compensation.
9. That the Tenant shall not carry out any works or structural alterations to the premises without prior written consent to the Licensor.
10. That the Tenant undertakes to conduct routine general maintenance and shall keep the leased premises in good condition and repair.
11. That the Tenant 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 Tenant shall leave the building clean, cleared and tidy upon expiry or termination of this letting agreement.
14. That the Tenant shall ensure that it's use and occupation of the property complies with all necessary statutory consents.
15. That the Tenant 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.

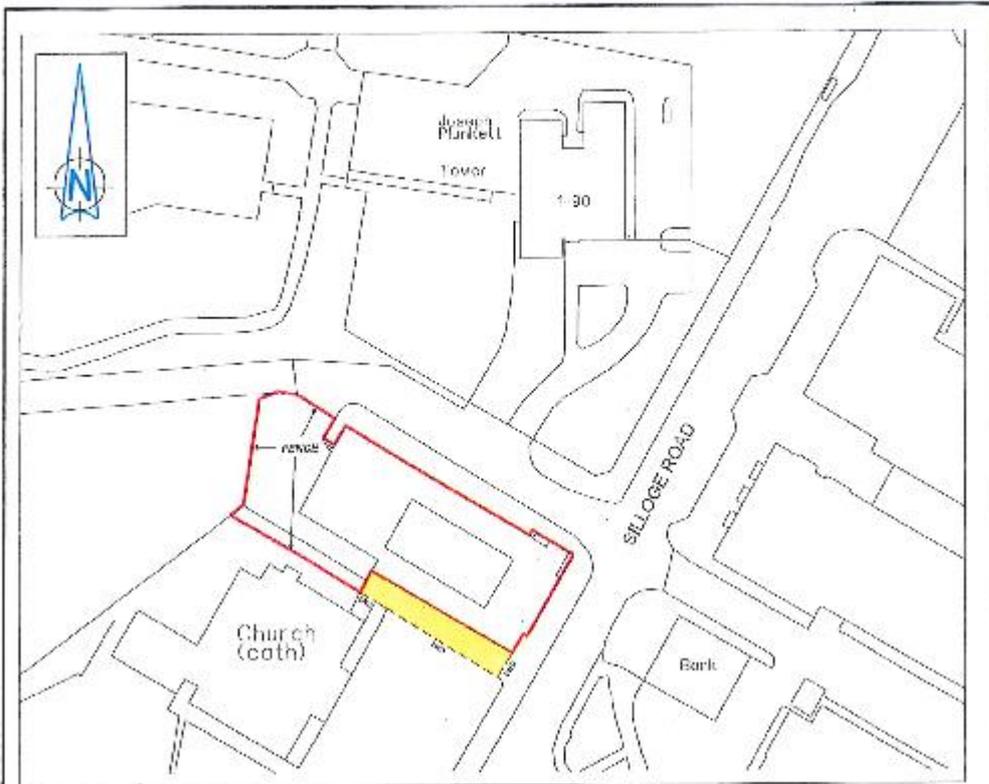
The Lease shall be subject to any such covenants and conditions as the Council Law Agent in her discretion shall stipulate.

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

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

Maire Igoe

Acting Executive Manager



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
 Ábhaile 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

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

DATE
 03/02/2016

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

THIS MAP IS CONSIDERED TO BE COMPUTER GENERATED BY
 DUBLIN CITY COUNCIL FROM THE WORKS OF A QUALIFIED SURVEYOR
 SURVEY, MAPPING AND RELATED RESEARCH APPROVED

INDEX No.

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

APPROVED: THOMAS CURRAN
 ACTING MANAGER LAND SURVEYING & MAPPING
 DUBLIN CITY COUNCIL

SM-2015-0918-002

OSi 06/14 : © Ordnance Survey Ireland. All rights reserved. License Number 2015/22/CCM/Dublin City Council