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**With reference to the proposed grant of a Lease for the Car Park adjoining the Dropping Well Public House, Milltown Road, Milltown, Dublin 6**

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Under indenture of lease dated 14<sup>th</sup> April 1983, a plot of ground adjoining the licensed premises known as the "Dropping Well ", Milltown Road, shown outlined in red on Map Index No. 6334/3 was demised by Dublin City Council to Denis Cleary for use as a car park for a term of 35 years from 1<sup>st</sup> April 1982, subject to an initial rent of €1.904.61. The lease was assigned to Milltown Inns Limited in 1994.

In order to facilitate extension works a strip of the land comprising 133 sq. m. directly adjoining the premises was disposed of in 2007 to Milltown Inns Limited by way of a 250-year lease at an annual rent of €1. A capital premium of €190,000 was paid to Dublin City Council and the disposal was assented to by the Elected Members at a Council meeting held on 3<sup>rd</sup> July 2007 (Report 311/2007 refers).

The original lease which was varied to exclude the above portion of land expired on the 31<sup>st</sup> March 2017 at which time the passing rent was €30,000.

It is now proposed to grant a new lease to Milltown Inns Limited subject to the following terms and conditions;

1. That the Council shall grant a lease to the lessee for a term of 7 years commencing on the 1st April 2017. The area to be leased comprises of the area shown outlined in red on the attached Map Index No. SM-2018-0756. The rent payable shall be in the sum of €30,000 (thirty thousand euro) per annum, plus VAT if applicable, payable quarterly in advance.
2. That all outgoing, including rates, taxes, insurance, waste charges or any water charges which may be payable shall be the responsibility of the lessee.
3. That no buildings shall be erected on the property and it shall be left open at all times. The property shall be used only for car parking purposes by users of the adjoining public house and by users of the open space in the vicinity. The lessee shall not be permitted to charge the users of the car park. In the event of the property ceasing to be used by the lessee for such purposes it shall revert free of charge to the Council.
4. That the lessee shall not sell, assign, sub-let or sub-divide, alienate or part with possession of the subject property without the prior consent of the Council.
5. That the lessee shall be liable for payment of VAT on the rental fee, should such a payment arise.
6. That the Council shall retain access to any services pipes and manholes that exist on the subject plot.
7. That the lessee shall not erect any signage on the subject property without the prior consent of the Council.

8. That the sale, manufacture or consumption of intoxicating liquor shall not be permitted on the property.
9. That the lessee shall be responsible for the repair and upkeep of the demised area, security and surrounding boundary treatment. The lessee shall keep the property in a clean and tidy manner and free from rubbish.
10. The lessee will use the property in a manner that will cause no nuisance to the residents or occupants of property in the neighbourhood.
11. The lessee shall be responsible for fully insuring the premises and shall indemnify the Council against any and all claims. The lessee shall take out and produce Public Liability Insurance in the sum of €6,400,000 (six million and four hundred thousand euro) and Employers Liability Insurance in the sum of €13,000,000 (thirteen million euro) for any incident.
12. That the lease will contain terms and conditions usually contained in a lease of this kind to be drafted by the Law Agent.
13. That each party shall be responsible for its own fees in this matter.
14. That no agreement at law is created or is intended to be created until the exchange of contracts has taken place.

The proposed disposal shall be subject to such conditions as to title to be furnished as the Law Agent in his discretion shall stipulate.

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 South East Area Committee at its meeting on the 11<sup>th</sup> February 2019.

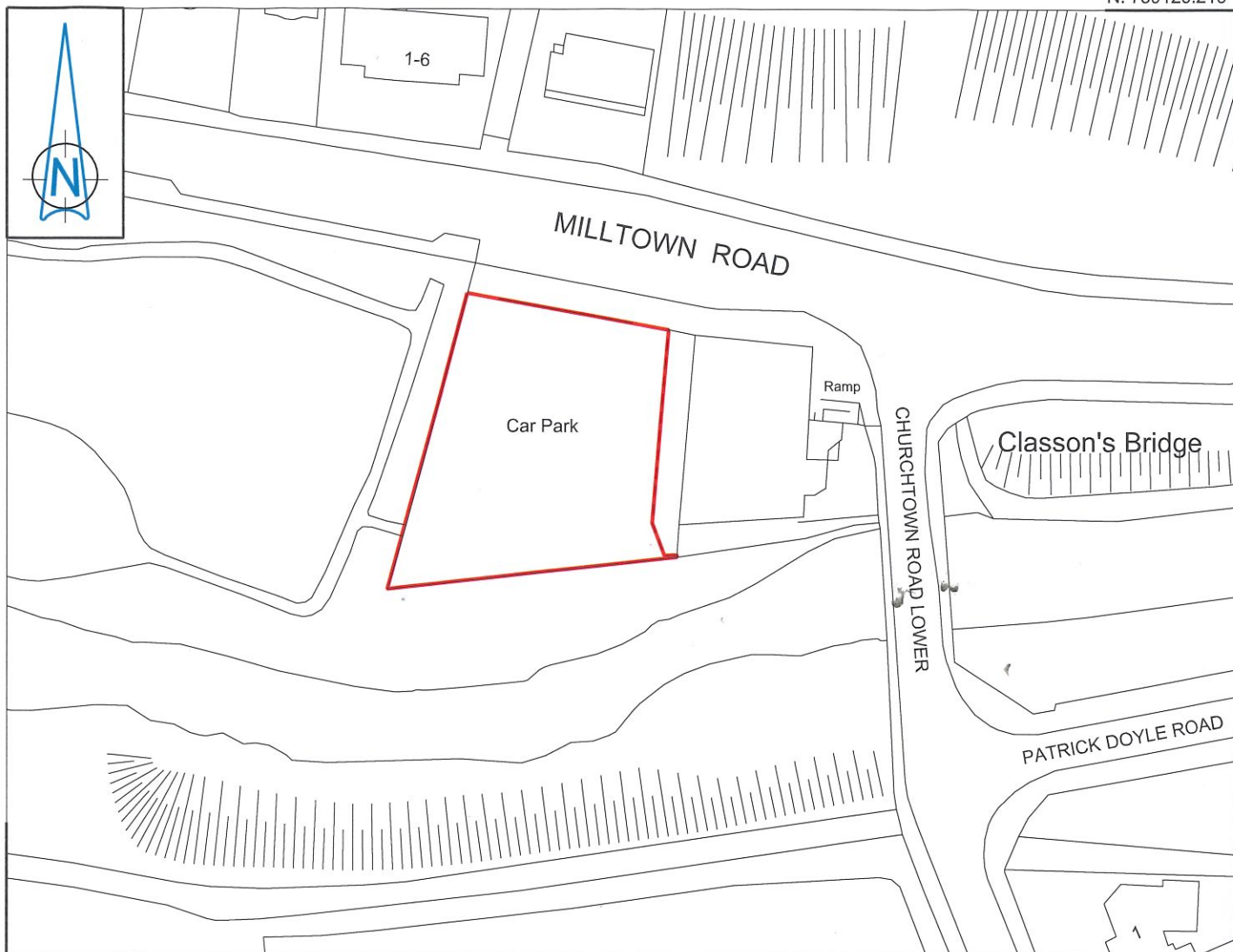
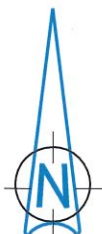
This report is submitted in accordance with the requirement of Section 183 of the Local Government Act 2001.

**Resolution:**

That Dublin City Council notes the contents of Report No. 121/2019 and assents to the proposal outlined therein.

Dated this the 5<sup>th</sup> day of March 2019

**Paul Clegg**  
**Executive Manager**



# Miltown Road Carpark

## Dublin City Council to Miltown Inns Limited

### Grant of 7 year Lease



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

3329-16

SCALE

1:1000

INDEX No

FOLDER No

CODE

DWG No

REV

FILE NO

SM-2018-0756-\_0204- C3 - 001 - A.dgn

DATE

04-12-2018

SURVEYED /  
PRODUCED BY

A-M Murphy

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SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED

*Thomas Curran* 04/01/2019

THOMAS CURRAN

ACTING MANAGER LAND SURVEYING & MAPPING  
DUBLIN CITY COUNCIL

INDEX No.

SM-2018-0756

**Dr JOHN W. FLANAGAN**

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CITY ENGINEER