



18th November 2022

**To: The Chairperson and Members of
North Central Area Committee**

Meeting: 12th December 2022

With reference to the proposed grant of a further lease of the Clontarf Road Car Park, Dublin 3 to Templeville Developments Limited T/A Westwood Club

Under Indenture of Lease dated the 26th May 2010, the Clontarf Road Car Park, Dublin 3 shown coloured in pink on the attached map SM2020-0218, was demised by Dublin City Council to Templeville Developments Limited for a term of 20 years from the 26th April 2000 with a current rent of €35,000 per annum. This Lease expired on the 25th April 2020.

It is now proposed to grant a new Lease to Templeville Developments Limited T/A Westwood Club of the Clontarf Road Car Park, Dublin 3, subject to following terms and conditions which the Chief Valuer's Office considers to be fair and reasonable:

1. That the subject property, an overflow short term parking area, is shown outlined in red on the attached map SM-2020-0218
2. That a right of way is shown coloured in yellow on the attached map. The Lessee shall maintain the right of way and allow the Council and its nominees to use/access the area at any time.
3. That the lessee holds a lease from Dublin City Council for a term of 20 years from 26th April 2000, which is now expired.
4. That the new lease shall be for a term of 20 (twenty) years commencing on 26th April 2020, subject to five yearly rent reviews.
5. That the subject area shall be used by the Lessee solely for the purposes of parking.
6. That the market rent shall be a sum of €40,000 (forty thousand euro) per annum, effective from 26th April 2020.
7. That the Lessee shall be responsible for the payment of all outgoing rates, charges, fees, bills, etc. that may become due on the leased area during the period of the lease.
8. That the Lessee shall be responsible for keeping the entire property (land, and boundaries) in good repair and shall carry out all necessary maintenance/repairs to the Council's written satisfaction.
9. That the Lessee shall keep the subject property area free from soil contamination.
10. That the subject property shall not be used for any loan or mortgage purposes without landlord's written consent.
11. That the Lessee shall not sell, assign, sublet, sub-divide, alienate or part with the possession of the property without landlord's written consent, which consent shall not be unreasonably withheld or delayed.
12. That the Lessee shall not carry out any development of the leased area or erect any signage, structure or mast without prior consent of Dublin City Council.

13. That the Lessee shall at all times ensure the leased area is not used in such a way to be a nuisance to the public or adjacent occupiers.
14. That the Lessee shall ensure that its use and occupation of the property shall at all times comply with all necessary statutory requirements.
15. That the Lessee shall ensure that the subject property is adequately secured and kept clean at all times.
16. That 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).
17. That the Lessee shall insure and keep insured the property and every part thereof.
18. That the Lessee shall sign a Deed of Renunciation.
19. That the Lease shall contain such other terms and conditions as contained in Leases of this type and as are deemed appropriate by the County Solicitor.
20. That each party shall be responsible for their own legal fees in this matter.
21. That no agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.

Máire Igoe
Máire Igoe
Acting Executive Manager

Date: 30th November 2022