

**The Chairperson and Members  
South Central Area Committee**

**With reference to the proposed Grant of a Lease of a plot of land at Cornamona,  
Kylemore Road, Dublin 10**

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It is proposed to grant a Lease of a plot of land at Cornamona, Kylemore Road, Dublin 10 to the Matt Talbot Community Trust for use as a Community Garden. The land is owned in Fee Simple by Dublin City Council.

The plot is part of a larger site which Dublin City Council has awarded a contract to develop and it is considered that this section cannot be included in the planned development due to the location of drainage services namely a 100mm UPVC water main. The original boundary walls which abut the rear of the Matt Talbot Community Trust are still in existence.

The proposed site is outlined red on the attached Map SM- 2015-0954 and comprises an area of approx. 207sq. m. Agreement has now been reached for the grant of lease subject to the following terms and conditions which the Chief Valuer considers fair and reasonable:

1. That Dublin City Council shall grant a lease of the subject property to Matt Talbot Community Trust, for a term of 19 (nineteen) years, commencing from a date to be agreed.
2. That the subject site is shown outlined in red on the attached map Index No. SM-2015-0954.
3. That the current market rental value is a sum of €7,000 (seven thousand euro), plus VAT if applicable, per annum.
4. That the rent shall be abated to €150 (one hundred and fifty euro) per annum provided the property is used by the Matt Talbot Community Trust for non-profit making community purposes for the provision of a community garden only.
5. That the lease shall provide for five year rent reviews and the rent shall be reviewed to the full market rental value. At review the abated rent shall be linked to any changes in the Consumer Price Index (CPI).
6. That the Lessee shall use the subject property solely for non-profit making community purposes for the provision of a community garden and should the property cease to be used by the Lessee for this purpose and/or Lessee ceases to exist it will revert free of charge to Dublin City Council or the appropriate full open market yearly rent shall apply as determined by the Council's Valuer.
7. That the Lessee shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the subject property.

8. That the leased area shall be maintained to a high standard and the lessee shall seek to avoid any nuisance, noise or disturbance to adjoining occupiers.
9. That the Lessee shall build boundary walls and access to the subject property at their own expense to the satisfaction of the Council.
10. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the property.
11. That the Lessee shall not erect any structure or make any excavation on the property.
12. That the Lessee shall not be permitted to include the subject property in any planning application for planning permission.
13. That the Lessee shall comply with all Health and Safety legislation in its use of the leased area.
14. That the Lessee shall be responsible for proper storage and removal of waste from the subject property and pay all associated charges.
15. That the Lessee shall indemnify Dublin City Council against any and all claims arising from their use of the property. The Lessee shall hold Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million).
16. That the Lessee shall be responsible for any utilities, security, maintenance, taxes, rates and other outgoings assessed on the subject property during the term.
17. That the Lessee shall not sell, manufacture or permit the consumption of intoxicating liquor in or about the leased area.
18. That the Council or any other party nominated by the Council shall have the right to access the subject property for the purposes of diverting or laying services. The purchaser is deemed to purchase the property with full knowledge of its actual state, condition, and structure and shall take it as it stands subject to any right of way, water, light, drainage or other easement, right or privilege and be familiar with its boundaries, fences and walls
19. That upon expiry of the lease, the Lessee shall at their own expense remove all materials not belonging to Dublin City Council and shall leave the subject property clean and cleared to the satisfaction of the Lessor.
20. That the Lessee shall sign a Deed of Renunciation.
21. That in the event of the Lessee failing to comply with any of the terms and conditions herein contained, Dublin City Council may revoke the lease by giving the Lessee 1 (one) month notice in writing.
22. That the lease shall be subject to any other terms and conditions as deemed appropriate by Dublin City Council's Law Agent.
23. That the each party shall be responsible for their own fees and costs in this matter.
24. That the Lessee shall be responsible for the payment of any Stamp Duty and VAT liability that may arise on the creation of this lease.

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

**Helen McNamara**  
**Senior Executive Officer**