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**With reference to the proposed grant of a further Lease of Unit 1, Darndale Belcamp Village Centre, Dublin 17 to Robert Murphy and Michelle McCullough**

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Under Indenture of Lease dated 25<sup>th</sup> November 2005 Retail Unit 1, Darndale Belcamp Village Centre, Dublin 17, as shown coloured in pink on Map Index SM-2022-0383, was demised by Dublin City Council to Robert Murphy and Michelle McCullough for a term of 20 years from 1<sup>st</sup> October 2001.

The Lease expired on the 30<sup>th</sup> September 2021 and the Lessee requested a lease renewal of 99 years.

Based on previous lease agreements dating from 1978 and payment of a capital sum of €260,000 plus vat for the proposed new lease, Dublin City Council has agreed to new lease terms.

The City Valuer has reported that agreement has been reached with Robert Murphy and Michelle McCullough of Unit 1, Darndale Belcamp Village Centre, Dublin 17, for a new lease subject to the following terms and conditions:

1. That the subject property to be leased is as shown highlighted in pink on the attached map SM-2022-0383.
2. That the Council shall dispose of the property subject to a 99 year lease, on the basis of a capital payment of **€260,000 (two hundred and sixty thousand euro)** plus VAT. The full payment shall be payable on the execution of the lease.
3. That the Lessor will grant a 99 year lease to the Lessee commencing from the expiry of the previous lease as at 1<sup>st</sup> October 2021.
4. That the premises is to be used as a newsagent/mini-market only as set out under the existing lease. The Lessor shall not permit the premises to be used for any other purposes without Lessor and relevant planning consents.
5. That the rent shall be €10 per annum, or part thereof, per annum, exclusive of all outgoings.
6. That the rent shall be reviewed at the end of every 5<sup>th</sup> year in line with the change in the Consumer Price Index.
7. That the rent is to be paid annually in advance.
8. That the Lessee shall be responsible for the payment of VAT and any other taxes or charges which might fall due from the creation of the lease.

9. That the Lessee shall be responsible for all outgoings including rates, service charges, charges and fees that may become payable on the subject property during the term of the lease.
10. That the Lessee shall be responsible for all works (if any), repair, upkeep and maintenance to the property including any planning applications related to the property for signage, change of use etc. (subject to Lessor approval).
11. That the Lessee is responsible for, and shall incur the costs associated with, fully insuring the demised property and any buildings located thereon, in the joint names of the Lessee and Lessor.
12. That the Lessee will ensure that the highest levels of Health and Safety standards apply to the use of the premises and ensure compliance with all relevant legislation.
13. That the Lessee shall keep the leased area in a reasonably tidy condition during the lease period.
14. That the Lessee is not to do or allow to be done or permit any act or thing which is or is likely to be or become a nuisance, danger or source of annoyance, inconvenience or disturbance to the Lessor or the occupiers of neighbouring premises or to the public at large.
15. That the Lessee is not to sell, assign, sublet or otherwise part with possession or occupation of the premises without receiving the prior consent in writing from Dublin City Council, which shall not be unreasonably withheld.
16. That the Lessee shall satisfy the Council that sufficient funds are available for the payment of the capital premium.
17. That the Lessee shall have all current outstanding payments paid prior to the execution of the lease eg rates, rent, service charges etc.
18. That the Lessee shall seek consent before undertaking any additional works, alterations or development or submitting an application for planning permission.
19. That the Lessee shall not erect any telecommunications equipment without prior landlord consent.
20. That each party shall pay their own legal fees in this matter.
21. That the Lease shall contain all the covenants and conditions contained in the previous lease and any other terms and conditions deemed appropriate by the Law Agent.

The site to be disposed of was acquired in fee simple from the Saint Laurence O'Toole Diocesan Trust on the 8<sup>th</sup> December 1999.

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 North Central Area Committee at its meeting on the 16<sup>th</sup> January 2023.

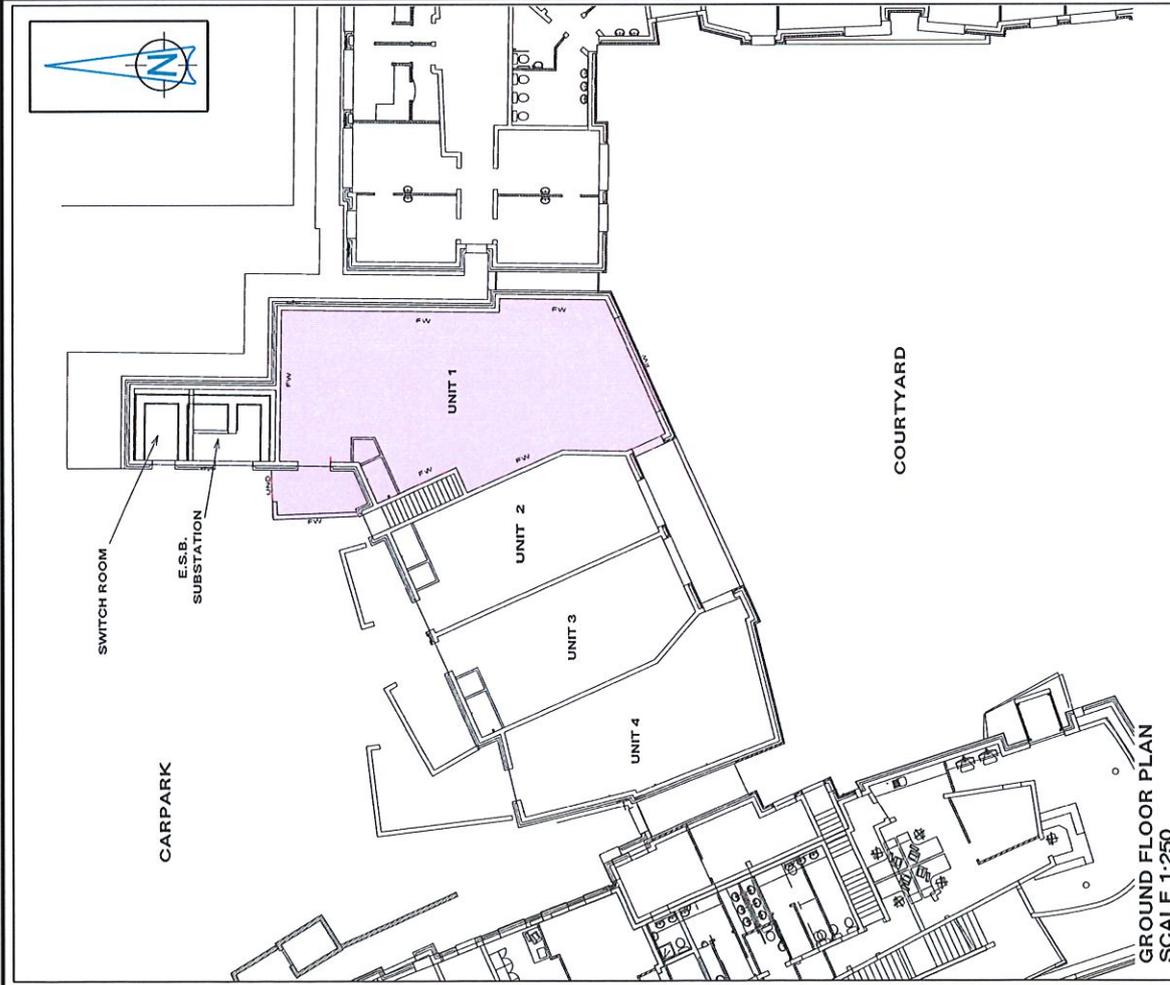
This report is submitted in accordance with the provisions of Section 183 of the Local Government Act, 2001.

**Resolution:**

That Dublin City Council notes the contents of this report and assents to the proposal outlined therein.

Dated this the 22<sup>nd</sup> day of May 2023.

**Richard Shakespeare**  
**Assistant Chief Executive**

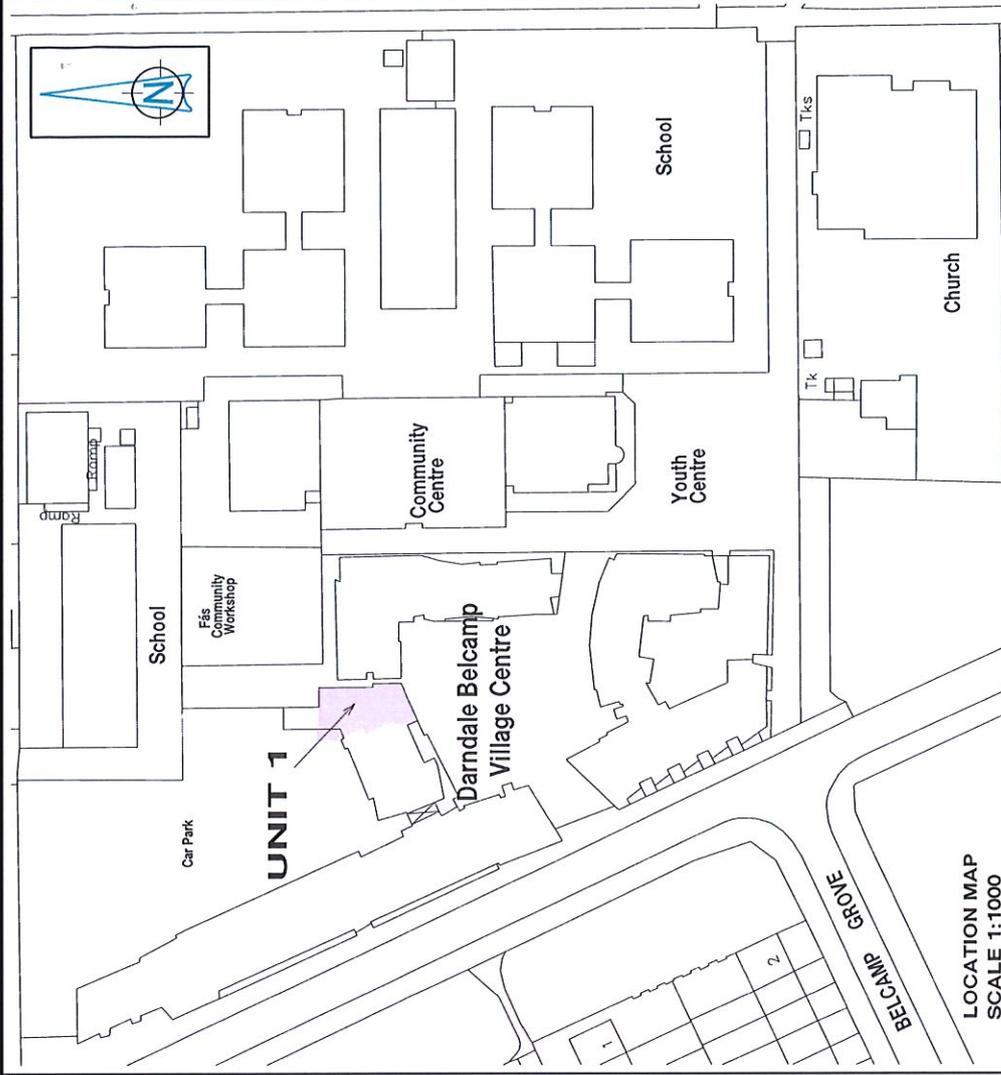


## DARDALE BELCAMP VILLAGE CENTRE, DUBLIN 17

### GROUND FLOOR UNIT 1

DUBLIN CITY COUNCIL TO ROBERT MURPHY & MICHELLE Mc CULLOUGH  
GRANT OF 99 YEAR LEASE

AREA: 153 Sq. metres approx.



Comhairle Cathrach  
Bhaile Atha Cliath  
Dublin City Council

An Roinn Comhshaoil agus Iompair  
Rannán Suirbhéireachta agus Léarscálithe  
Environment and Transportation Department  
Survey and Mapping Division

O.S REF	SCALE
3132-05, 3133-01	1-1000, 1-250 @ A3
DATE	SURVEYED/ PRODUCED BY
26-07-2022	PIMcGinn

FILE NO	INDEX No	DWG No	REV
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THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY  
DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE  
SURVEY, MAPPING AND RELATED RESEARCH APPROVED

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

INDEX No.  
SM-2022-0383  
(Based on 11623-07)

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