

THIS AGREEMENT made the 7th day of December 2010

BETWEEN CASTLETHORN CONSTRUCTION

OF AVONDALE BUSINESS PARK (hereinafter called "the Grantor") of the One Part and CAMPUSFORT AVENUE Co. DUBLIN & DELWOOD Co. DUBLIN THE COUNTY COUNCIL OF THE COUNTY

OF FINGAL (hereinafter called "the Council") of the Other Part:

WHEREAS the Grantor is seized in fee simple in possession free from encumbrances of the strip piece or parcel of land hereinafter mentioned and for the consideration hereinafter mentioned has consented and agreed to give up the same to the public for use as a public open space or such other use or uses as the Council in its discretion consider more beneficial in the interest of the public.

NOW THIS AGREEMENT WITNESSETH that it is hereby **AGREED** by and between the Grantor and the Council as follows: -

1. The Grantor agrees as on and from the 7th day of December 2010 to **GIVE UP AND DEDICATE TO THE PUBLIC** for the purpose aforesaid **ALL THAT** strip piece or parcel of land located at STATION COURT, CLONSILLA, Co. DUBLIN containing 0.33 ~~sq~~ 3.14 acres or thereabouts situated in the Townland of DONELLSTOWN AND PORTERSTOWN in the (Parish) (Electoral Division) of BLANCHARDSTOWN/DELWOOD in the Barony of CASTLEBROOK and County of Fingal as the same is more particularly delineated and described in the plan annexed to this Agreement and thereon ~~coloured~~ FOSED RED TO THE INTENT that the said strip piece or parcel of land shall be for the use of the public as hereinbefore set out.
2. The consideration for such agreement shall be the sum of €1 Euro.
3. The Grantor shall within 21 days from the date of this Agreement furnish to the Council or their Solicitor (and at the expense of the Council) evidence proving the title as owner in fee simple free from encumbrances of the said strip or parcel of land.
4. The Council shall enter on and take possession of the said land upon the signing thereof and may execute such works thereon and use the land as open space or such other use or uses as the Council in its discretion considers more beneficial in the interest of the public.
5. The Grantor his heirs executors administrators or assigns shall if called upon by the Council so to do at any time within a period of 21 years from the date

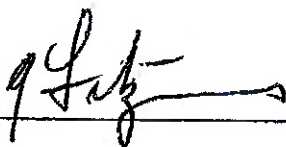
hereof execute at the expense of the Council a proper conveyance of the said strip piece or parcel of land to the Council free from encumbrances.

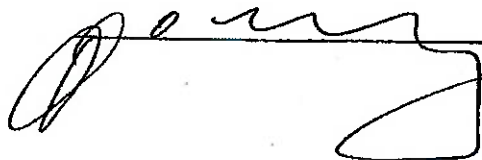
IN WITNESS WHEREOF the said _____ has hereunto set hand and affixed _____ seal and the Council has caused its Common Seal to be hereunto affixed the day and year first above WRITTEN.

Schedule

ALL THAT PLOT OF GROUND PART OF
THE LANDS CONTAINED IN FOLIO 142573R and 135738F
COUNTY DUBLIN EASED PER ON
THE MAP ATTACHED HERETO

PRESENT when the Common Seal of
the GRANTOR was affixed
hereto/

 DIRECTOR

 DIRECTOR

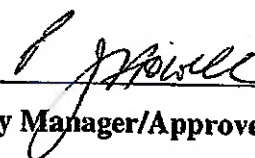
In the presence of:

Date

PRESENT when the Common Seal of
THE COUNTY COUNCIL
OF THE COUNTY OF FINGAL
was hereunto affixed:


~~Cathaoirleach~~: Nominated Member


Date


Asst. County Manager/Approved Officer


Date