**COMHAIRLE CONTAE ÁTHA CLIATH THEAS
SOUTH DUBLIN COUNTY COUNCIL**

**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 14/05/2018**

**H-I 7 (b)**

***Re: LD 1463 – Proposed disposal by way of lease of lands at Letts Field, Clondalkin, Dublin 22 to St. Laurence O’Toole Diocesan Trust to provide for sensory garden at St Peter Apostle Junior N.S.***

At its meeting on 21 September 2015, the Council approved a Part 8 proposal for a housing development at Letts Field, Clondalkin – Certified Minute No. H8/0915 refers. The approved plan included for the release of a portion of the site for use by St Peter Apostle Junior N.S. Following discussions, agreement was given by the Council that a section of the lands in front of the schools, as outlined in red on Indicative Drawing No. 001, would be made available to the school in the form of a sensory garden. The Council to undertake installation of the initial garden in consultation with the school.

The matter was referred to the Council Valuer to establish and agree terms for disposal of the lands, comprising of the sensory garden, to the school authorities. He has recommended disposal of the lands by way of lease incorporating the following terms and conditions which he considers to be fair and reasonable and which have been accepted by the Lessee for the schools, the St. Laurence O’Toole Diocesan Trust.

Accordingly, I now recommend that the Council disposes of the plot of land measuring 525 square metres or thereabouts at Letts Field, Clondalkin, Dublin 22 as outlined in red on the attached Indicative Drawing No. 001 to the St. Laurence O’Toole Diocesan Trust, in accordance with Section 211 of the Planning and Development Act, 2000 and subject to the provisions of Section 183 of the Local Government Act, 2001 subject to the following terms and conditions as recommended by the Council’s Valuer:-

1. That the Council will be prepared to grant a 25 year lease commencing on a date to be agreed between both parties.
2. That the demised area comprises c.525sq.m or thereabouts and is shown outlined in red on the attached Indicative Drawing No 001.
3. That the market rent is €5000 (five thousand euro) per annum, exclusive of all outgoings.
4. That the rent at No.3 above shall be abated to €10 (ten euro) per annum, exclusive of all outgoings, provided that the premises are used as a sensory garden only.
5. That in the event that the property ceases to be used for the use outlined at No.4 above the lease shall be terminated or the rent shall revert to the full market rent at No. 3 above.
6. That notwithstanding term No. 4 any change of use is subject to the consent of the Council and if approved, will be subject to the Full Market Rent. In the event that such permission is not forthcoming and the property is no longer in use as a sensory garden, the property will revert to the Council.
7. That the rent will be reviewed on a five yearly basis having regard to any increase or decrease in the Consumer Price Index over the period between reviews.
8. That the Lessee will have full responsibility for the maintenance of the garden.
9. That the boundary between the subject site and the adjoining residential development will be constructed by the Contractor for the residential development.
10. That the Lessee will be responsible for all outgoings in relation to the property including taxes and any utilities.
11. That the Council will be responsible for installing the initial gardens. Any subsequent works and the costs associated with same will be the responsibility of the Lessee.
12. That the Lessee shall not be permitted to include the subject land in any planning application for planning permission.
13. That the sensory garden is for exclusive and private use of the School and the Lessee should insure that the site is adequately secured.
14. That the Lessee shall indemnify the Council against all claims, losses, expenses, damages, demands and other liabilities whatsoever in respect of the injury or the death of any person or damage to any property of any person or persons using the premises or having access to the premises and to take out a Policy of Public Liability Insurance Cover in the amount of €6.4m and Employer’s Liability Insurance in the amount of €13m with a reputable Insurance Company in the joint names of the Lessor and the Lessee to cover all such accidental loss or damage or injury howsoever arising and to produce to the Lessor (if requested) evidence of such Policy or Policies together with the Premium receipt or receipts evidencing the payment of the Premiums to date.
15. 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 Landlord or the occupiers of neighbouring premises or to the public at large.
16. That the Lessee shall not assign or sublet the subject property.
17. That each party shall be responsible for their own fees in this matter.
18. That each party shall use their best endeavours to complete the transaction within a reasonable timeframe following adoption of the disposal resolution.
19. That the Law Agent shall draft the necessary legal agreements and shall include any further terms deemed appropriate in Agreements of this nature.
20. That no contract enforceable at Law is created or intended to be created until such time as contracts have been exchanged.
21. That the above disposal is subject to the necessary approvals and consents being obtained.
22. That the lease agreement shall contain covenants and conditions as normally contained in agreements of this type.

The lands being disposed of form part of the lands acquired from Dublin City Council (formerly Dublin Corporation) in 1997 under the Scheme of Transfer of Lands pursuant to the Local Government (Dublin) Act, 1993.

D. McLoughlin

Chief Executive