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



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Tuesday, 7th May 2019**

**H-I 7 (b)**

**LD 1475 Proposed disposal of plot of land at rear of Millennium House, Main Street, Tallaght, Dublin 24**

The owners of Macari’s, Millennium House, Main Street, Tallaght, Dublin 24 wish to purchase a plot of Council owned land at the rear of their premises for incorporation into their existing commercial premises.

The matter was referred to the Council’s Valuer for examination and he has recommended the following terms and conditions which he considers to be fair and reasonable and which have been accepted by the Applicants.

Accordingly, I now recommend that the Council disposes of the plot of land measuring 0.0038 hectares (38 square metres) or thereabouts at the rear of Millennium House, Main Street, Tallaght, Dublin 24 as outlined in red on the attached Indicative Drawing No. LD-03-2019 to the Applicants, Rocco Macari and Pace Macari, 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 subject plot is located to the rear of Millennium House, Main Street, Tallaght and is shown outlined in red on the attached map Drawing No LS-03-2019.
2. That the purchaser(s) is the registered owner of the property which abuts the disposal plot.
3. That the disposal price shall be the sum of €8,000 (eight thousand euro) plus VAT if applicable.
4. That the Council shall transfer the unencumbered freehold title of equivalent in the subject plot.
5. That the proposed purchaser shall pay the Council’s Valuer fee of €800 (eight hundred euro) plus VAT and the Council’s reasonable legal fees plus VAT which shall be agreed with the Council’s Law Agent.
6. That the proposed purchaser shall be responsible for any stamp duty liability associated with the disposal.
7. That this disposal is subject to the necessary consents and approvals being obtained from Council.
8. That no agreement enforceable at law is created or is intended to be created until exchange of contracts has taken place.
9. That each party shall use their best endeavours to complete the transaction within a reasonable time frame following approval by elected members.
10. That the Law Agent shall draft the necessary legal agreements and shall include any further terms deemed appropriate in Agreements of this nature.
11. That no contract enforceable at Law is created or intended to be created until such time as contracts have been exchanged.
12. That the disposal is subject to the necessary approvals and consents being obtained.
13. That in the event of any change to applicant prior to formal completion of the legal transfer the applicant must provide documentary evidence to the Council proving that the new name party is one and the same as the named applicant heretofore to enable the transfer to complete.

The site being disposed of is contained within 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.

**Daniel McLoughlin**

**Chief Executive**