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



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 11 November 2019**

**H-I 7 (a)**

**LD 1504 Proposed freehold disposal of Rowlagh Credit Union building,**

 **Collinstown Road, Dublin 22**

By Indenture of Lease dated 12th November 1992 for the term of 150 years from the 23rd April 1987, the premises as coloured orange on Indicative Drawing No. LD 1504 was disposed of by the Right Honourable The Lord Mayor Aldermen and Burgess of Dublin (hereinafter called Dublin City Council) to Rowlagh Credit Union Limited. The subject area was later transferred into South Dublin County Council’s ownership – Folio DN5201 refers.

Rowlagh Credit Union Limited now wish to purchase the freehold interest in the aforementioned premises and negotiations between the Applicant’s Solicitor and the Council Valuer have resulted in the following terms and conditions which have been accepted by the Applicant.

Accordingly, I now recommend that the Council disposes of its freehold interest in the Rowlagh Credit Union building as coloured orange on the attached Indicative Drawing No. LD 1504 to Rowlagh Credit Union Limited, 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 negotiated by the Council Valuer:-

1. That the Council disposes of its freehold interest in the property coloured orange on the attached Indicative Drawing No. LD 1504.
2. That the Council disposes of its freehold interest in the property for the consideration of €52,500 (fifty two thousand five hundred euro) plus VAT (if applicable).
3. That the Applicant pays any charges which they are liable for and clears all outstanding rent, rates and taxes (if any) on the property prior to the completion of sale.
4. That the above proposal is subject to satisfactory proof of title.
5. That any boundary features be in accordance with the Planning & Development and the Building Control legislation.
6. That the Applicant pays the Council Valuer’s fees of €1,500 (one thousand five hundred euro) plus VAT.
7. That the Applicant pays the Council’s legal fees plus VAT and outlay.
8. That in the event of any name change to Applicant prior to formal completion of the legal transfer, the Applicant must provide documentary evidence to the Council proving that the new named party is one and the same as the named Applicant heretofore to enable the transfer to complete.
9. That each party shall use their best endeavours to complete the transaction within a reasonable timeframe following adoption of the disposal resolution.
10. That the Law Agent drafts the necessary legal agreements and includes 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.

The premises 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.

**Daniel McLoughlin**

**Chief Executive**