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



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 11th July 2022**

**H-I – 7(B)**

**LD 1510 Proposed disposal of School Site and Pitch Site at Griffeen Avenue, Clonburris SDZ, Lucan, Co. Dublin to the Minister for Education & Skills**

The Council received an application from The Minister for Education & Skills to purchase a site at Griffeen Avenue, Clonburris SDZ, Lucan, Co. Dublin to build a post primary school.

The matter was referred to the Council Valuer for examination and he has recommended the following terms which are considered to be fair and reasonable, and which have been accepted by the Minister for Education & Skills.

Accordingly, I now recommend that the Council disposes of the plot outlined in red on the attached Indicative Drawing No. P19-073K-RAU-19-XX-DR-A-1002 (Rev P01.02) , having an approximate area of 2.34 hectares/5.78 acres or thereabouts to the Minister for Education & Skills in accordance with Section 211 of the Planning & 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 Valuer:-

**School Site**

1. That the subject school site (Planning Reg Reference SDZ21A/0013) is shown outlined in red on the attached Indicative Drawing No. P19-073K-RAU-19-XX-DR-A-1002 (Rev P01.02), having an area of 2.34 hectares/5.78 acres or thereabouts. A formal map delineating the site and the site area is to be agreed between the parties. The Purchaser is to satisfy themselves to the boundary.
2. That the Council hold the Fee Simple Interest in the subject site.
3. That the capital sum payable to South Dublin County Council shall be in the sum of **€1,000,000 (one million euro) per acre plus VAT (if applicable).** The final consideration will be based on the formal agreed site area and the Purchaser shall pay 100% of the purchase price upon signing of contracts.
4. That the Purchaser shall be liable for any VAT and Stamp Duty arising from the acquisition.
5. That the Council shall transfer unencumbered freehold title with vacant possession of the site. That evidence of title must be shown to the satisfaction of the Chief State Solicitor acting on behalf of the Minister for Education & Skills.
6. That title will be taken in the name of the Ministerfor Education & Skills.
7. That all outstanding charges, rates, and taxes (if any) on the site shall be cleared prior to completion of the transaction.
8. That the overhead ESB cables, if required, will be undergrounded by the Purchaser and all costs associated with same shall be borne by the Purchaser.
9. That the site shall be accessed via the existing Primary School Road. *Please note that it is envisaged that the Council will construct a link road to the west of the subject site when development in the Clonburris SDZ area progresses.*
10. That the Purchaser shall construct a boundary feature on the site which is to the Council’s satisfaction and in accordance with planning permission SDZ21A/0013.
11. That the Purchaser shall satisfy themselves to the availability of services and the costs of connection to same shall be borne by the Purchaser.
12. That the subject site is to be transferred as is. Any site clearance required will be undertaken by the Purchaser as part of their development and they shall incur the costs of same.

**Pitch Site**

1. That the Purchaser shall acquire the site to the north of the school site for the provision of a playing pitch (the “pitch site”), as soon as practically possible upon completion of attenuation works by the Council for a consideration of **€320,000 (three hundred and twenty thousand euro) per acre plus VAT** **(if applicable)** and the final consideration payable will be based on the formal agreed site area.The Purchaser shall pay a deposit of €250,000 (two hundred and fifty thousand euro) on signing of the contract. The final consideration shall be index linked to any change in the Consumer Price Index in the intervening period from the date of signing of contracts to the closing of this transaction.
2. The pitch site is indicatively shown coloured yellow on the attached Indicative Drawing No. P19-073K-RAU-19-XX-DR-A-1002 (Rev P01.02) and extends to an area of approximately 1.295 hectares/3.2 acres or thereabouts. A formal map delineating the site and the site area is to be agreed between the parties. The Purchaser is to satisfy themselves to the boundary.
3. All costs associated with the provision of the playing pitch shall be borne by the Purchaser.
4. This site shall be provided by the Council as a level plot of land, which has been drained and seeded.
5. Upon completion of the attenuation works, a wayleave agreement shall be put in place providing for access and maintenance.
6. The overhead ESB cables on this site, if required, will also be undergrounded by the Purchaser and all costs associated with same shall be borne by the Purchaser.
7. The Purchaser will provide a gaelic playing pitch if final dimensions allow and this will be completed within nine months of site acquisition.
8. That the Purchaser shall be liable for any VAT and Stamp Duty arising from the acquisition.
9. That the Council shall transfer unencumbered freehold title with vacant possession of the site. That evidence of title must be shown to the satisfaction of the Chief State Solicitor acting on behalf of the Minister for Education & Skills.
10. That title will be taken in the name of the Ministerfor Education
11. That all outstanding charges, rates, and taxes (if any) on the site shall be cleared prior to completion of the transaction.
12. That the Purchaser shall construct a boundary feature on the site which is to the Council’s satisfaction.
13. That the Purchaser shall satisfy themselves to the availability of services and the costs of connection to same shall be borne by the Purchaser.
14. That the Department will encourage the school authority to facilitate requests from sporting clubs and community organisations which emanate from the Local Authority to use school facilities including the playing pitch, where possible, for sporting, community, training and education related activities, on the basis that it would not impede the school's capacity to provide for education.

**General Terms**

1. That each party shall be responsible for their own fees in these transactions.
2. That the Law Agent for South Dublin County Council shall draft the necessary legal agreements and shall include any terms and conditions appropriate in agreements of this nature.
3. That this proposal is subject to the necessary consents and approvals being obtained.
4. That if the development of a permanent school and/or a playing pitch have not been completed within a 5-year period from the signing of contracts, then the Council shall have a right to repurchase the sites at the consideration agreed above, index linked to any increase or decrease in the Consumer Price Index from the date of signing of contracts.
5. That no agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.

The school site being disposed of forms 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.

The pitch site being disposed of forms part of the lands acquired from Edencross Construction Limited in 1997 for roads purposes.

**Daniel McLoughlin**

**Chief Executive**