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



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 13th March 2023**

**H- 7c**

**LD 1566 Proposed leasehold disposal to Moykerr Limited at**

 **St. Edmund’s, Fonthill Road, Lucan, Co. Dublin**

The Council commenced discussion with Moykerr Limited The Grange,

Newcastle Road, Lucan Co Dublin to purchase a site at St. Edmund’s, Fonthill Road, Lucan, Co. Dublin, to facilitate the works as outlined in planning permissions SHD3 ABP 305857-19 & ABP 312275-21.

The matter was referred to the Council’s Valuer for examination and he has recommended the following terms which they consider to be fair and reasonable, and which have been accepted by Moykerr Limited.

Accordingly, I now recommend that the Council grants a 500 year lease on the plot outlined in red on the indicative aerial Map C attached which extends to an area of approximately 0.4172 hectares or thereabouts, to Moykerr Limited, in accordance with Section 211 & 212 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’s Valuer:-

1. That the subject property comprises a site shown provisionally outlined in red on indicative aerial Map C attached and extends to an area of approximately 0.4172 hectares or thereabouts. The Vendor shall provide a formal disposal PRAI compliant map for this transaction which shall be agreed between the parties.
2. That the Vendor shall dispose of the site by granting the Purchaser a 500-year lease at an initial annual rent of €50 (fifty euro) plus VAT if applicable, subject to review at 5 yearly intervals linked to variations in the Consumer Price Index (CPI).
3. That the disposal price shall be the sum of €250,000 (two hundred and fifty thousand euro) plus VAT, payable in the following manner:
* 10% upon signing of contracts.
* 90% upon grant of leasehold title.
1. That the Vendor holds Registered Freehold Title.
2. That the Lessee is aware that there are a number of services traversing the site and will be responsible for carrying out the necessary surveys in locating the existing services on the subject site. The Lessee will be solely responsible for incurring the cost involved in this matter.
3. That the Vendor and the relevant Utility Companies will have access to their services by way of existing or new wayleave/easement agreements. The Lessee will make the necessary access arrangements with the relevant Utility Companies and all such wayleave agreements will require the written approval of the Vendor.

The Vendor and its nominees shall retain all appropriate rights to access services (existing and new) for no compensation except for suitable and reasonable accommodation works.

1. That no structures can be built or demolished on the subject property without the prior written consent of the Council.
2. That no trees can be planted, or other structures can be built upon or around, the existing services on the site.
3. That the Lessee will be responsible for the management and maintenance of the subject site.
4. That the Lessee will be responsible for insuring the subject site and will indemnify South Dublin County Council against any claims.
5. That the Lessee will be responsible for carrying out all works including inter alia, landscaping and construction of a pedestrian path, in compliance with planning permissions SHD3 ABP 305857-19 & ABP 312275-21.
6. That all works on the subject site will be subject to the approval of the relevant South Dublin County Council Departments.
7. That South Dublin County Council have the right to terminate this lease at its absolute discretion in part of the subject site if required for any infrastructural purpose or public transport or Sustainable Travel Project. In this event the Vendor i.e., South Dublin County Council shall pay compensation on a pro-rata basis of the disposal price agreed above at term 3 (i.e. €250,000 plus VAT) only, which shall be index linked to any increase or decrease in the Consumer Price Index from the date of signing of contracts.
8. That this disposal will be subject to statutory Council consent and also subject to receipt of approvals from the relevant departments within the Council.
9. That each party shall be liable for their own fees incurred in this transaction.
10. That no agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.
11. That the Councils Solicitor shall draft the Agreements, Contracts and Leases and may include further reasonable terms and conditions as deemed appropriate to give effect to the heads of terms set out herein.
12. 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.

The lands being disposed of form part of lands acquired from the Dublin Corporation under the Scheme of Transfer in 1997 for Housing purposes and Eastern Health Board on the 16th October 1975 for Roads purposes

**Daniel McLoughlin**

**Chief Executive**