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



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 8th April 2024**

**H-I 7 (a)**

**LD 1562 Proposed leasehold disposal of land at St. Cuthbert's Road to Deansrath Family Centre CLG**

Deansrath Family Centre CLG has made an application for disposal of plot of land at St. Cuthbert’s Road, Deansrath, Clondalkin, Dublin 22 in order to build a multi-functional community based Family Centre thereon. The subject area is outlined in red on attached Indicative Drawing No. LR/5/24 – Council Folio DN1777 refers.

The matter was referred for examination to the Council Valuer who has recommended the following Terms and Conditions which are considered to be fair and reasonable, and which have been accepted by Deansrath Family Centre Company CLG.

Accordingly, I now recommend that the Council disposes of, under a 99 year Lease, the plot of land measuring 0.355 hectares (0.877 acres) or thereabouts at St. Cuthbert’s Road, Deansrath, Clondalkin, Dublin 22 as outlined in red on attached Indicative Drawing No. LR/5/24 to Deansrath Family Centre CLG in accordance with Section 211 & 212 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 Valuer:-

1. That the subject site is shown outlined in red on the attached Drawing No. LR/05/24 and extends to an area of approximately 0.35 hectares (0.87 acres) or thereabouts.
2. That South Dublin County Council (“the Council”) shall grant a lease of the subject site to Deansrath Family Centre CLG (“the Lessee”) for a term of 99 (ninety nine) years, commencing upon practical completion of a multi-functional community based Family Centre (“the development”) by the Lessee in full compliance with planning permission and all other statutory consents.
3. That Deansrath Family Centre CLG will at its own cost, lodge a planning application for the proposed development within 4 (four) months of Council approval to this lease disposal (if approved). All plans and specifications shall be approved in writing by the Council’s Development Section prior to lodging the planning application.
4. That Deansrath Family Centre CLG will be allowed enter on the subject site under a Building Licence Agreement, on standard terms (including appropriate insurances), following receipt of a grant of planning permission. Construction works will commence on site within 48 (forty-eight) months of the final grant of planning permission or at a date to be agreed with the Council.
5. That the site will be disposed of in its current condition and Deansrath Family Centre CLG will be responsible for all costs in relation to the development including inter alia: planning costs, funding costs, site surveys, any contamination issues, servicing, and all construction works including the provision of suitable boundaries.
6. That no building or tree planting shall be permitted on the wayleave area which is shown coloured yellow on Drawing No. LR/05/24. The Council and its nominees will retain all rights of access and connection to services located on the site, under the Building Licence Agreement and the 99-year lease.
7. That should the approved development in its entirety not be practically complete within 20 months (as may be extended in cases of force majeure, strikes or adverse weather conditions which cause delay in building works) following the grant of planning permission, the Council reserves the right to take possession of the site at no cost to the Council.
8. That the Building Licence Agreement (see 4 above) shall not be transferable save, if applicable, in the case of a financial institution which has entered into a mortgage with Deansrath Family Centre CLG. The mortgage must be approved by the Council in writing and must have been entered into specifically for the purposes of financing the development of the site.
9. That the commercial rent payable shall be the sum of €30,000 (thirty thousand euro), plus VAT (if applicable), per annum.
10. That the commercial rent shall be abated shall be nominal sum (if any) per annum provided the property is used by the Lessee for non-profit making community purposes and for the provision of child and family support services in compliance with their Registered Charity status.
11. That the lease shall provide for five yearly rent reviews and the commercial rent shall be reviewed to current market rental value (of the site) and the abated rent shall be reviewed by changes in the Consumer Price Index (CPI).
12. That the Lessee shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the demise.
13. That the demise shall be maintained to a high standard and the Lessee shall seek to avoid any nuisance, noise, or disturbance to adjoining occupiers.
14. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the demise.
15. That the Lessee shall be responsible for all charges including inter alia: utilities, security, maintenance, taxes, service charges, rates and all other outgoings assessed on the subject property and right of way during the term.
16. That the Lessee shall be responsible for fully repairing and insuring the demise and completed development.
17. That the Lessee shall indemnify the Council against any and all claims arising from their use of the property. The Lessee shall hold Public Liability Insurance (minimum of €6.5 million) and Employers’ Liability Insurance (minimum of €13 million).
18. That in the event of the Lessee failing to comply with any of the terms and conditions herein contained, the Council may revoke the lease by giving the Lessee one month’s notice in writing.
19. That the lease shall be subject to any other terms and conditions as deemed appropriate by the Council’s Law Agent.
20. That each party shall be responsible for their own fees and costs in this matter.
21. That the Lessee shall be responsible for the payment of any Stamp Duty and VAT liability that may arise on the creation of this lease.
22. That in the event of any name change to Lessee prior to formal completion of the legal transfer, the Lessee must provide documentary evidence to the Council proving that the new named party is one and the same as the named Lessee heretofore, to enable the transfer to complete.
23. That each party shall use their best endeavours to complete the transaction within a reasonable timeframe following adoption of the disposal resolution.
24. That this proposal is subject to the necessary approvals and consents being obtained from Council.
25. That no contract enforceable at Law is created or intended to be created until such time as contracts have been exchanged.

The lands being disposed of were acquired in 1972 from Deansrath Investment Company Limited for housing and open space purposes.

**Colm Ward**

**Chief Executive**