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



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 10th February 2025**

**H-I 7 (b)**

**LD 1065 Disposal of plot of land adjacent to 51 Castle Park, Tallaght, Dublin 24 to Helen and Martin Tate**

Helen & Martin Tate, the houseowners of 51 Castle Park, Tallaght, Dublin 24 have applied to purchase a plot of land adjacent to their house to incorporate into their garden.

The matter was referred to the Council 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 measuring approximately 63 square metres as outlined in red on the attached Drawing No. LR/16/24 to Helen & Martin Tate, in according 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 Council disposes of the subject plot for the consideration of €7,000 (seven thousand euro) plus VAT (if applicable).
2. That the subject plot of approximately 63 square metres or thereabouts is shown outlined in red on the attached Drawing No. LR/16/24.
3. That the land is disposed of with full freehold title and vacant possession.
4. That the Applicants hold the freehold or equivalent interest in 51 Castle Park, Tallaght, Dublin 24.
5. That the Council retains a wayleave over the area coloured yellow on attached Drawing No. LR/16/24.
6. That all boundary features are in accordance with Planning & Development and Building Control legislation.
7. That the Applicants pay contribution towards the Council’s legal fees in the sum of €1,500 (one thousand, five hundred euro).
8. That the Applicants pay the Council Valuer fees of €800 (eight hundred euro) plus VAT.
9. That the Applicants are responsible for any VAT and stamp duty liability associated with this disposal.
10. That in the event of any name change to the Applicants prior to formal completion of the legal transfer, the Applicants must provide documentary evidence to the Council proving that the new named party is one and the same as the named Applicants heretofore to enable the transfer to complete.
11. That each party shall use their best endeavours to complete the transaction within a reasonable timeframe following adoption of the disposal resolution.
12. That the Law Agent shall draft the necessary legal agreements and shall include any further terms deemed appropriate in Agreements of this nature.
13. That no contract enforceable at Law is created or intended to be created until such time as contracts have been exchanged.
14. That the disposal is subject to the necessary approvals and consents being obtained.

The lands being disposed of form part of lands acquired in 1964 for housing and open space purposes.

**Colm Ward**

**Chief Executive**