# **COMHAIRLE CONTAE ÁTHA CLIATH THEAS**

## **SOUTH DUBLIN COUNTY COUNCIL**

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**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 10th February 2025**

**H- I 7 (d)**

**Proposed renewal of Lease for 8 car park spaces in Basement Level – 3, Block A, Tallaght Cross East, Tallaght, Dublin 24 to The Commissioner of Public Works (OPW)**

The Council’s Valuer was requested to enter into negotiations with the Commissioner of Public Works in Ireland [OPW] in respect of the renewal of a lease in respect of 8 car park spaces in Basement Level – 3, Block A, Tallaght Cross East, Tallaght, Dublin 24. It is proposed 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 that the Council renew Lease to the Commissioners of Public Works in Ireland for staff use only in Basement Level -3,Block A, Tallaght Cross East, Tallaght, Dublin 24 subject to the following terms and conditions as recommended by the Council’s Valuer:-

# The Commissioners of Public Works in Ireland [OPW] have previously held a lease from 1st April 2009 for 13 years and 9 months. Under Landlord and Tenant legislation and in accordance with the terms of the original lease, the OPW are entitled to a renewal, starting from 1st Jan 2023. The terms below have been negotiated by Dublin City Council Valuations Office on behalf of South Dublin County Council and reflect market value.

1. That the demise property comprises of 8 underground car spaces at basement level -3, Tallaght Cross East, Tallaght Cross, Dublin 24 and which is shown outlined in red and marked “PW” on Drawing No: 0802 attached.
2. That South Dublin County Council shall be prepared to grant a 10-year lease, commencing on the 1st January 2023 to The Commissioners of Public Works in Ireland.
3. That the lease rent shall be €6,400 per annum (Six Thousand Four Hundred Euro) per annum plus VAT (if applicable), exclusive of outgoings, payable quarterly in advance by electronic transfer.
4. That the Lessee shall be responsible for maintaining and repairing the demised car spaces.
5. That the Lessee shall have a break option at the end of year five, subject to serving 6 months’ notice in writing.
6. That the rent will be reviewed at the end of year 5 to open market rental value of the demised car spaces.
7. That the Lessee will be liable for the payment of annual service charges for the demised car spaces as determined by the Council.
8. That the Lessee shall be liable for all rates, taxes, charges and all outgoings relating to the demised property.
9. That the Lessee shall not sublet or assign any of the demised car spaces without receiving the prior consent in writing from South Dublin County Council.
10. That the Lessee shall be responsible for any Stamp Duty liability arising out of the creation of this lease.
11. That the demised property shall be used for car parking purposes only and vehicles shall not exceed 2050 mm in height.
12. That the Lessee will be responsible for insuring the subject property and will indemnify South Dublin County Council against all claims.
13. That no structural works may be carried out to the demised property without receiving the prior written consent of the Council.
14. That the Council and its nominees shall retain all appropriate rights to access services (existing and new) for no compensation except for suitable and reasonable accommodation works.
15. That the lease agreement shall contain covenants and conditions as normally contained in leases of this type.
16. That each party shall be responsible for their own fees plus VAT in this matter.
17. That the above proposal is subject to the necessary approvals and consents being obtained.
18. That the Council’s Law Agent shall prepare a draft Lease and shall include terms and conditions to reflect the agreement reached and to protect the Council’s interest in the demised area and in adjoining areas (including the Civic Square) and buildings.

The Car Spaces being disposed of were acquired from Keenbury Properties Ltd by way of a long Lease.

**Colm Ward**

**Chief Executive**