

COMHAIRLE CHONTAE ÁTHA CLIATH THEAS
SOUTH DUBLIN COUNTY COUNCIL



MEETING OF SOUTH DUBLIN COUNTY COUNCIL

Monday, 12th October 2026

HI-8 (b) (i) Report

LD 1660 Proposed Disposal of Council Freehold Interest in Two Plots of Land at Long Mile Road, Dublin 12

An application has been received from Watfore Limited to acquire the Council's freehold interest in two plots of land at Long Mile Road, Dublin 12. Watfore Limited currently holds leasehold interests in the subject lands and wishes to acquire the freehold interest to facilitate the development of the site. The lands comprise an area of approximately 0.2936 hectares or thereabouts.

Planning permission has been granted for a mixed-use development comprising 436 apartments, internal residential amenity spaces, a community library, a crèche, four commercial units, two office/co-working units, a medical centre and a café at Parkmore Industrial Estate, Long Mile Road, Walkinstown, Dublin 12, in accordance with Planning Register Reference LRD25A/0002W.

The subject lands, being the lands comprised in leasehold Folios DN96547L and DN98348L, are outlined in red on Drawing Nos. LA/019/98 and LA/021/98.

Accordingly, I recommend that the Council dispose of its freehold interest in the lands outlined in red on Drawing Nos. LA/019/98 and LA/021/98 to Watfore Limited, in accordance with Sections 211 and 212 of the Planning and Development Act 2000 and subject to the provisions of Section 183 of the Local Government Act 2001, on the following terms and conditions:

1. The subject lands comprise two plots of land at Long Mile Road, Dublin 12, shown outlined in red on Drawing Nos. LA/019/98 and LA/021/98, attached respectively to an Indenture of Lease dated 19 June 2000 and an Indenture of Lease dated 23 January 2001 (the "Leases"), and comprising an area of approximately 0.2936 hectares or thereabouts (the "Property").

2. The purchase price shall be €800,000 (eight hundred thousand euro) plus VAT, if applicable, payable as follows:
 - a) 10% deposit upon signing and exchange of contracts;
 - b) 90% balance of the purchase price upon completion of the disposal.A 5% per annum interest rate shall apply to any outstanding sums after they become due under the agreement.
3. The proposed purchaser is Watfore Limited having its registered office at Clonmel Road, Mitchelstown, Co. Cork. The Purchaser may, if it so elects, nominate a Cairn Homes plc entity to complete the acquisition and take title to the Property provided that prior written notice of such nomination is given to the Council.
4. South Dublin County Council holds and is disposing of the freehold interest in the subject lands, which are currently held by Watfore Limited under:
 - Indenture of Lease dated 19 June 2000 for a term of 99 years; and
 - Indenture of Lease dated 23 January 2001 for a term of 99 years.
5. The disposal is being undertaken to facilitate the implementation of the mixed-use residential and commercial/employment development permitted under Planning Register Reference LRD25A/0002W which currently permits development of c. 436 residential units (as same may be amended or superseded from time to time)
6. The Purchaser acknowledges that Planning Permission Ref. LRD25A/0002W has been granted and accepts the Property on that basis (but recognising the Purchaser's right to develop the Property for any use for which planning permission is obtained).
7. The completion of the disposal shall take place within twenty (20) working days of execution of contracts or such later date as may be agreed by the parties.
8. The lands shall be disposed of subject to all existing easements, wayleaves, rights of way, service rights, burdens, covenants and rights affecting same. The Council reserves all rights as are reasonably necessary for the retention, maintenance, repair, renewal and replacement of public services and infrastructure affecting the Property, once these do not impede development or use of the site by the Purchaser (including access and egress).
9. Save for the rights set out above, the Property will be sold free

from encumbrances and all rights, covenants and burdens under the Leases will cease to apply.

10. The Purchaser shall satisfy itself as to the condition, boundaries, services, ground conditions and suitability of the lands for its purposes, and no warranty shall be given by the Council in this regard.
11. The Purchaser shall be responsible for all costs associated with the development of the lands including, but not limited to, site investigations, archaeological investigations, demolitions, site clearance, utility diversions, service connections, development contributions, planning compliance requirements, construction costs and all associated professional fees.
12. It shall be a matter for the Purchaser to satisfy itself as to the existence, location, adequacy and availability of all services required for the permitted development.
13. Each party shall be responsible for its own legal, valuation and professional costs and fees arising in connection with this transaction.
14. The Purchaser shall pay any VAT, Stamp Duty, registration fees or taxes arising at any stage in this transaction (except where any lawful exemption or relief applies).
15. The Council's Solicitors shall draft the agreements and contracts for review and may include such additional reasonable provisions and conditions (if any) as are required to protect the Council's interests consistent with these Heads of Terms, and to give effect to these Heads of Terms.
16. This proposed disposal is subject to the necessary consents and approvals being obtained from South Dublin County Council, including approval pursuant to Section 183 of the Local Government Act 2001.
17. No contract shall exist until formal contracts for sale have been executed by both parties and exchanged.
18. The Solicitor acting for the Purchaser in this transaction is Deirdre Barrett and Ciara White, Arthur Cox LLP.