

5<sup>th</sup> October 2017

To the Chairperson and Members of  
The South Central Area committee

Meeting 18<sup>th</sup> October 2017

Item no.

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**With reference to the proposed disposal of a plot of land to the rear of  
30 Reuben Street, Rialto, Dublin 8.**

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Ms Therese Kelly, the current owner of 30 Reuben Street, Rialto, Dublin 8, has applied to purchase a plot of land to the rear of 30 Reuben Street.

It is now proposed to dispose of the above plot, as shown outlined in red on Map Index No. SM-2017-0525 to Ms Therese Kelly, subject to the following terms and conditions:

1. That the overall plot comprises an area of 48 sq. m. and is shown outlined in red on the map attached.
2. That the Council dispose of the subject plot for the consideration of €5,000 (Five Thousand Euro) plus VAT (if applicable).
3. That the Applicants shall pay a Valuers fee of €800 (Eight Hundred Euro) plus VAT.
4. That the Applicant shall pay the Council's legal fees (plus VAT on fees).
5. That the land is disposed of with freehold title but a wayleave is retained in favour of Dublin City Council as shown on attached map in yellow.
6. Dublin City Council to retain necessary access by way of the wayleave to access, maintain, repair, replace and for other services required to an existing (and any future) underground pipe. The area of which will be 3 meters wide and in general centred on the pipeline – full details of the wayleave will be issued by Dublin City Council's Law Department / Agent and all terms and conditions will be at their discretion.
7. That the Applicant holds the freehold title or equivalent interest in No. 30, Reuben Street, Rialto, Dublin 8.
8. That no permanent structure is constructed on the plot and that ease of access to underground services are retained (covered under wayleave).
9. That the transaction is completed within 3 months of the date of the Council's approval of the disposal or as soon as practically possible.
10. The Applicant shall also be responsible for their own legal fees in the matter.

The disposal shall be subject to any such covenants and conditions as the Law Agent in his discretion shall stipulate.

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

**Paul Clegg**  
**Executive Manager**