

23/10/2018

To the Chairperson and Members of  
The Central Area Committee

**With reference to the grant of a license to the Board of Management of St. Laurence O'Toole National School for lands at Rainbow Park, Mariner's Port, Spencer Dock, Dublin 1**

The Central Area Office has requested that the Board of Management of St. Laurence O'Toole National School be granted a 3 year licence for use of lands at Rainbow Park, Mariner's Port, Spencer Dock, Dublin 1, currently in use as parkland. This area will be used as a decant location space for the children's school and administration during the rebuilding and renovation works associated with the existing school. The area in question is as shown delineated in red on attached Map Index No. SM-2017-0357.

The Chief Valuer has reported that agreement has now been reached with the Board of Management of St. Laurence O'Toole National School for the granting of a licence for three years, subject to the following terms and conditions:

1. That this licence is directly linked to Planning Reference No. 4114/17 and all conditions of said permission are applicable to this licence agreement, including the term of the agreement.
2. That the area of the subject site shall be as indicated on the attached licence map (subject site outlined in red, wayleave in favour of the Council coloured yellow), measuring approx. 1,203 sq. m. / 12,949 sq. ft. / 0.1203 ha / 0.297 acres.
3. That the Council will retain a wayleave and necessary rights of access to; access, maintain, repair, replace and for other services required, to existing (and any future) lighting and fencing located on the western boundary of the subject site. The area of which will be 1 meter wide and running the entire length of the western boundary of the subject site (coloured yellow on attached map) – full details of the wayleave will be issued by the Council's Law Department / Agent and all terms and conditions will be at their discretion.
4. That the subject plot will not interfere with a wayleave to Irish Water on the southern boundary of the site and the Licensee will co-operate with Irish Water, if required.
5. That the licence shall be subject to the consideration of €48,800 (forty eight thousand eight hundred euro) being paid to the Council. This payment must be made within 1 month of the signing of the licence agreement.
6. That the Licensee's nominated Contractor shall carry out works in Rainbow Park, prior written approval of the schedule of works to be confirmed by the Council's Parks Department. The total cost of the works shall not exceed €101,200 (one hundred and one thousand two hundred euro) inclusive of VAT. The Council may seek a

reimbursement of payment if the completed works are not to the satisfaction of the Council's Parks Department.

7. That the Licensee shall pay the Valuers fee of €1,500 (one thousand five hundred euro), plus VAT.
8. That the Licensee shall be responsible for its own legal fees in this matter and shall pay the Council's legal fees of €1,500 (one thousand five hundred euro), plus VAT.
9. That the Licensee shall be responsible for fully insuring the property and shall indemnify the Council against any and all claims arising from its use of the subject plot.
10. That the Licensee shall not assign, sublet or part with possession of the subject plot or part thereof without obtaining the written consent of the Council.
11. That the Licensee shall be responsible for the maintenance and upkeep of the subject plot to include security and secure boundary treatment and protecting the subject from any form of contamination.
12. That the use of the subject plot will be restricted to the construction, operation and eventual demolition of a temporary national primary school.
13. That the Licensee shall be responsible for ensuring that the access points to the subject plot are secured appropriately.
14. That the Licensee shall remove all containers, building material, rubble etc. upon expiry of the licence and the plot of land is left in a clean and orderly condition to the satisfaction of the Council.
15. That all outgoings, including rates, taxes, insurance etc., shall be the responsibility of the Licensee.
16. That the Licensee shall not carry out any works which are not in compliance with Planning Permission Ref. No. 4114/17, to the subject plot and the Licensee shall be responsible for the reinstatement of any alterations, plans for reinstatement must be submitted in writing and are subject to the approval of the Council.
17. That the Council, its' agents and third parties retain right of access to all services located on, over or under the subject plot.

The dates for the performance of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

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**

**31/10/18**

---

**Date**