

27/03/2019

To the Chairperson and Members of
The North Central Area Committee

Meeting: 15th April 2019

Item No:

With reference to the proposed disposal of a site at Belmayne, Dublin 13, to the Department of Education and Skills as a post primary school site.

The Department of Education and Skills (the purchaser) has requested a site at Belmayne Dublin 15, to permanently develop a post primary school. The site comprises an area of circa 5.19 acres and is shown delineated in red on Map Index No. SM-2019-0176.

The Chief Valuer has reported that agreement has now been reached with the Department of Education and Skills to transfer unencumbered freehold title with vacant possession of the site, subject to the following terms and conditions:

1. A formal map delineating the site and the site area is to be agreed between the parties. Rights of way and wayleaves, if any, are to be illustrated. The purchaser is to satisfy themselves as to the boundary.
2. That the Council hold the Fee Simple Interest in the subject site.
3. That the capital sum payable to the Council shall be in the sum of **€1,250,000 (one million, two hundred and fifty thousand euro) per acre plus VAT (if applicable)**. The final consideration will be based on the agreed site area. However, based on a site area of circa 5.19 acres this equates to €6,487,500 (six million four hundred and eighty seven thousand euro)
4. The capital sum shall be payable as follows:
 - a. 10% of the price will be paid to the Council on the signing of contracts.
 - b. 90% of the purchase price will be paid to the Council within two months from the date of final grant of planning permission for a temporary school. If planning permission deemed suitable to the purchaser is not granted, then any sums paid by the purchaser shall be refunded in full immediately.
5. That the purchaser shall be liable for any VAT and Stamp Duty arising from the transaction.
6. That the Council shall transfer unencumbered freehold title with vacant possession of the site. The full title will transfer on the payment of the full consideration.

7. That evidence of title must be shown to the satisfaction of the Chief State Solicitor acting on behalf of the Minister.
8. That title will be taken in the name of the Minister.
9. That all outstanding charges, rates and taxes (if any) on the site shall be cleared prior to completion of the transaction.
10. That the overhead ESB cables will be undergrounded as part of the upgrading of the Main Street and the costs of same will be borne by the Council. The disposal will be subject to the purchaser facilitating access to the ESB to carry out the subject works, when required.
11. That the purchaser will be required to liaise with the Council's Road Engineers to identify an appropriate access and egress route to the site.
12. That during the upgrade works to Main Street, access to the site will only be permitted from Belmayne Avenue.
13. That the purchaser shall be responsible for the boundary treatment of the site which is to be agreed with the Council.
14. That the purchaser shall satisfy themselves as to the availability of services and the costs of connection to same shall be borne by the purchaser.
15. That if development of a permanent school has not been completed within a 5-year period from the signing of contracts then the Council shall have a right to repurchase the site at the initial consideration agreed between the parties at No.3 above, index linked to any increase or decrease in the Consumer Price Index from the date of signing of contracts.
16. That the subject site is to be transferred as is. Any site clearance required, will be undertaken by the purchaser as part of their development and will incur the costs of same.
17. That each party shall be responsible for their own legal fees in this transaction.
18. That the Law Agent for the Council shall draft the necessary legal agreements and shall include any terms and conditions appropriate in an agreement of this nature.

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

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

Paul Clegg

Executive Manager

02-April 2019
Date