

17/12/2019

To the Chairperson and Members of
The Central Area Committee

With reference to the disposal of a plot of ground to the rear of No.22 Broadstone Avenue, Phibsborough, Dublin 7

An application has been received from Ms. Mary McMahon, the owner of No.22 Broadstone Avenue to purchase a plot of ground which lies to the rear of her property. The plot of ground in question is shown outlined red on Map Index No. SM-2019-1189, and has an area of 26 square meters.

The plot is part of a larger strip of land that measures 7.5m x 50m or thereabouts and runs behind No.15 – 28 Broadstone Avenue and was previously let for many years to the Trustees of Broadstone Avenue Residents for use as a communal amenity space. The land has no development potential due to the presence of a combined drain running through the strip and the only access to it is through the residents' houses as a wall is constructed around the perimeter.

In the 1990s the letting ceased as no residents were willing to take over as trustees and the site fell into disuse. In the intervening years Dublin City Council did not retake possession of the plot and it remains in poor condition. A number of the houses have already incorporated plots into their rear gardens.

It is proposed to dispose of Dublin City Council's fee simple interest in the site to Ms. Mary McMahon, the purchaser, subject to the following terms and conditions:

1. The cost shall be €650 (six hundred and fifty euro). i.e. €25 per square meter (€25 x 26 square meters).
2. The purchaser shall be responsible for any costs involved in incorporating the plot into their garden.
3. The purchaser shall be responsible for their own legal costs in the matter and shall also pay approximately €1,500.00 (plus VAT) towards the Council's costs.
4. The plot is encumbered by a combined drain owned by Irish Water. The purchaser shall be deemed to acquire the plot with full knowledge of its actual state, condition and structure and shall take it as it stands subject to any right of way, water, light, drainage or other easement, right or privilege and be familiar with its boundaries, fences and walls.

The agreement shall contain such other covenants and conditions as deemed appropriate by Dublin City Council's Law Agent.

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

Paul Clegg

Executive Manager

17/12/2019

Date