

To the Chairperson and Members of  
The Central Area Committee

2<sup>nd</sup> June 2023

Meeting: 13<sup>th</sup> June 2023

Item No:

---

**With further reference to the proposed exchange of plots of lands adjoining St. Peter's National School and Dalymount Park, Dublin 7.**

---

A report agreed at the Central Area committee on the 9<sup>th</sup> March 2023, and subsequently at City Council proposed an exchange of lands between Dublin City Council and Orsigny CLG (Vincentian Order) to allow the Council acquire an important access and egress route to Dalymount Stadium. Orsigny CLG would gain a site on which an SME (subject matter expert) classroom extension to St. Peter's National School is intended to be built. The Council is acquiring from Orsigny CLG (Vincentian Order) the site outlined in blue on Map Index No. SM-2022-0578 and is disposing of the site outlined in red on the map.

Following Council approval to the exchange, Orsigny CLG produced their title, dating from the year 1925, and it is Leasehold (195 years) rather than the Freehold title as stated in the previous report. Initial endeavours to establish the Freehold Owner have to date been unsuccessful and so, to avoid delays to the redevelopment project, it is proposed to recommend the exchange, subject to revised terms and conditions set out below which are considered fair and reasonable by the Chief Valuer. In the meantime, the Council's Law Department will advise this department on options available to secure the Freehold title of the plot.

1. That the Council shall transfer the unencumbered freehold title with vacant possession of the plot shown outlined in red on attached Map SM-2022-0578, comprising of 211sq.m.
2. That in exchange for the lands set out in No. 1 above, Orsigny CLG will transfer the residual leasehold title (98 years) with vacant possession of the plot shown outlined in blue on attached map SM-2022-0578, comprising of 234sq.m.
3. That the Council shall pay Orsigny CLG's reasonable legal fees for the conveyancing.
4. That each party shall be responsible for their own V.A.T, Stamp Duty or other costs arising, other than that at No.3 above.
5. That each party shall be responsible for incorporating the respective plots into their adjoining property.
6. That the above is subject to proof of satisfactory title by both parties.

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

Máire Igoe

**Máire Igoe**  
A/ Executive Manager

7<sup>th</sup> June 2023

Date