

06/03/2024

To the Chairperson and Members of  
The Central Area Committee

Meeting: 12<sup>th</sup> March 2024

Item No:

**The grant of a 999-year lease of 3 commercial units at Dominick Hall, Dublin 1 to the HSE.**

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Dublin City Council recently completed a mixed-use development on the site of the previous Dominick Street flats located on the east side of Lower Dominick Street at the junction with Parnell Street. The project includes 72 new homes, a community centre, a residential courtyard, ground floor commercial space, car parking and street improvement works on Dominick Street and Dominick Place.

The HSE have sought the grant of a lease of the commercial units at Dominick Street to facilitate the development of a Critical Care Wing at the Rotunda and in order for this to be delivered some services will have to be relocated. The intended use for the commercial units at Dominick Street include laboratory, administrative staff, education and some consultancy services.

It is now proposed to grant a 999-year lease of the three commercial units within this complex subject to the following terms and conditions which the City Valuer considers fair and reasonable -

1. That DCC will grant a 999-year lease of the ground floor commercial units at the newly developed social housing scheme Dominick Hall, Dominick Street, Dublin 1 to the HSE.
2. That Units 1, 2 and 3 are shown outlined red on map index number SM-2024-0105, Dublin City Council will prepare a land registry compliant map.
3. That the units have an overall net area of c. 2,214 sqm (Unit 1 c. 2,064sqm, Unit 2 c. 95sq.m. and Unit 3. c. 55sq.m.).
4. That the purchase price is the sum of €5,650,000 (five million six hundred and fifty thousand euro) inclusive of VAT at 13.5%.
5. That the purchaser is taking the units in their current condition and shall carry out all fit out works at their own expense.
6. That the disposal is subject to the HSE securing planning permission for their intended use - offices, medical, laboratory and associated uses.
7. That the purchaser shall be responsible for fully repairing and insuring the property including all glass windows and doors.
8. That the tenant shall be responsible for the payment of rates, service charges, utilities, waste collection, building insurance, taxes and all other charges for the demised premises.

9. That the lease agreement shall contain covenants and conditions as normally contained in agreements of this type.
10. The lessee is not responsible for the payment of service charges in respect of services that exclusively benefit the apartments.
11. That both parties are responsible for their own costs in this matter.

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

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

**Máire Igoe**

**7/3/2024**

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**A/Executive Manager**

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**Date**