

The Chairperson and Members  
South Central Area Committee

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**With reference to the proposed disposal of site adjacent to 105 Emmet Road, Inchicore, Dublin 8.**

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An application has been received from Wingthorpe Limited to purchase a site adjacent to 105 Emmet Road, Inchicore, Dublin 8 from the City Council. The applicants wish to incorporate this site into a residential development which they wish to construct using this site, some adjacent land in their ownership to the west and another adjacent site to the east. The entire development will encompass from 99 to 111 Emmet Road.

The site in question is shown outlined in blue on the attached Dwg no. PA.05.25-L102 for identification purposes only. The area is to be confirmed by formal mapping.

It is therefore proposed to dispose of this site to Wingthorpe Limited subject to the following terms and conditions:

1. That the consideration in full and final settlement shall be in the sum of €175,000 (one hundred and seventy five thousand euro) plus VAT, in full and final settlement payable as follows:
  - a. 10% deposit on signing of contracts, which must be within three months of Council approval
  - b. A further 40% payable when going on site
  - c. The 50% balance on transfer of title to the applicant
  - d. Interest at the rate of 12% per annum shall apply to outstanding amounts which have not been paid as they have fallen due.
2. That the site which is the subject of this disposal is as shown outlined in blue on the attached Dwg no. PA.05.25-L102 for identification purposes only. A formal map is required to be drawn up for inclusion in any agreement.
3. That the applicant must lodge a planning application (for the entire development proposal from 99-111 Emmet Road, Inchicore and as outlined in

drawings discussed and dated September 2016 and Schedule of Accommodation dated 9<sup>th</sup> September 2016) within four months of signing of contracts. If this does not occur the Council, at its absolute discretion, may decide not to pursue this agreement and the full deposit paid by the successful bidder will be returned (without payment of interest).

4. The permitted use as per documents submitted and outlined above is for student accommodation with a commercial/retail element only.
5. That the applicant will be allowed one opportunity to submit a planning application to Dublin City Council and, if necessary, an appeal to An Bord Pleanála. In the event that a satisfactory planning permission is not achieved or planning is refused the full deposit paid by the successful bidder will be returned (without payment of interest).
6. That if planning permission for a development is either refused (by Dublin City Council or An Bord Pleanála) or granted subject to onerous conditions, then either party may rescind the agreement within four weeks of the refusal or final grant of planning permission without penalty or compensation due to the other party. All planning application related costs to be borne by the applicant.
7. That the applicant must commence work on site under licence from the City Council within four months of the date of final grant of planning permission and must complete the development under one building contract within twenty four months from that date.
8. That the applicant shall be required to establish a management company to manage common areas (if applicable).
9. That all site investigations (including archaeological investigations), ground works, services connections, planning fees, development and associated professional costs incurred in the delivery of the completed development on the site shall be paid by the applicant.
10. That in the event of the applicant failing to commence and/or complete the building works within the specified periods in accordance with condition No.6, the Council shall be entitled to take possession of the site, together with any building or structures erected thereon.
11. That the applicant shall ensure that all necessary safety precautions are taken in accordance with Health & Safety Regulations and all other statutory requirements.
12. That during the building period, the applicant will insure the buildings against fire and all other insurable risks with an approved insurance company and pay all necessary premiums or in the event of the purchasers bankruptcy or insolvency save in the case of a Financial Institution which has entered into a mortgage with the purchaser for the purposes of financing development of the site.
13. That the insurance shall be in the joint names of the applicant and the City Council and will be for such an amount as will provide cover for full reinstatement value of so much of the building as is erected at any time together with a sum for Professional Fees and removal of debris charges.

The applicant's financial institution may be a mentioned party on this insurance policy.

14. That this agreement is non-assignable or transferable to any other party, save in the case of a Financial Institution which has entered into a mortgage with the applicant for the purposes of financing the development of the property, which mortgage must be approved by the City Council in writing and must have been entered into specifically for the purpose of financing the applicant to undertake the development of the property.
15. That the applicant and his design team shall also indemnify the City Council against any claim for compensation which may be made by any party arising out of building works being carried out on the site, or any working areas or on any access points thereto.
16. That the applicant shall be responsible for fully insuring the premises and shall indemnify Dublin City Council against any and all claims arising from its use of the premises. The applicant shall take out and produce Public Liability Insurance in the sum of €6.5million and Employers Liability Insurance in the sum of €13m for any incident with a recognised insurance company with offices in the state and the policy shall indemnify Dublin City Council against all liability as part owner of the property.
17. That the applicant shall be responsible for any Stamp Duty and VAT liability arising from this transaction.
18. That the freehold title or equivalent to the subject lands shall be transferred on full completion of the approved development, as certified by the City Architect.
19. That any of the dates/time frames outlined above may be extended by the Assistant Chief Executive at his absolute discretion and all notices must be given in writing.
20. That the proposed disposal is subject to a requirement that Dublin City Council shall retain a wayleave over the relocated sewer pipe, which shall be relocated and installed to the satisfaction of the Dublin City Council's Drainage Division, at no cost to the City Council.

The above terms shall include any amendments and/or other conditions as are deemed appropriate by Dublin City Council's Law Agent.

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

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

**Richard Shakespeare**  
**Assistant Chief Executive**