



With reference to the proposed grant of a 31 year Lease of St. Agatha's Court, Dunne Street and North William Street, Dublin 1 to The Peter McVerry Trust Ltd. for the provision of homeless accommodation

The Central Area Office has requested the granting of a 31 year lease of St. Agatha's Court, Dunne Street and North William Street, Dublin 1 to the Peter McVerry Trust Ltd., an approved housing body and registered charity, who propose to provide 11 residential supported accommodation units for homeless persons (planning permission Ref no 3447/14). Peter McVerry Trust has accessed Capital Assistance Scheme funding of €1,170,000 to develop the property.

The Chief Valuer has advised that terms have been agreed with Pat Doyle CEO Peter McVerry Trust Limited to grant a 31 year lease to The Peter McVerry Trust Limited subject to the following terms and conditions:

1. That the subject property is disposed of under a 31 year lease from Dublin City Council to Peter McVerry Trust Limited commencing from a date to be agreed.
2. That the subject property is known as premises located on part of the sites formally known as St Agatha's Court, Dunne Street and William Street North, Dublin 1, as outlined in red on the attached Map Index No. SM-2015-1026.
3. That the initial rent shall be in the sum of €130,000 (One hundred and thirty thousand euro) per annum exclusive of all outgoings. That the lease will provide for five year rent reviews, reviewed to current open market rent but that the rent shall be abated to €1,000 per annum, provided the property is used for the Peter McVerry Trust Limited as social housing only.
4. The Lessee shall be responsible for the payment of VAT on the lease rent, should any payment arise.
5. That the Lessee shall be responsible for the payment of all outgoings including rates, taxes, electricity, insurance, waste, water and any other charges that may become due on the leased area during the period of the lease.
6. That the Lessee shall be responsible for appropriate insurances as determined by Dublin City Council, including Public Liability Insurance of €6.5m and Employer's Liability Insurance of €13m, and shall indemnify Dublin City Council against all actions, proceeding, costs, claims, demands and liabilities whatsoever arising from all and every activity carried out or promoted by the Lessee and its agents in connection with the facilities on the premises. It shall not do or suffer to be done any activity in any part of the premises which would render void or voidable the insurances of the premises.

7. That the leased area shall be used solely by the Lessee for the purpose of providing social housing. In the event of it ceasing to be used for such purposes the abated rent shall revert to full open market rental value, payable quarterly in advance to Dublin City Council.
8. That the premises shall be used as a supported housing facility with 100% nomination rights from Dublin City Council.
9. That the premises will not be used as a drug treatment centre and drug rehabilitation services of any kind will not be permitted.
10. That the Lease Agreement be completed by Dublin City Council after the completion of works and the Lessee will enter into a Mortgage Agreement with Dublin City Council in respect of funding advanced to Peter McVerry Trust Limited under the Capital Assistance Scheme (both the lease and the mortgage should commence on the same date).
11. The Lessee shall at all times comply with all Health & Safety legislation and any other relevant legislation.
12. That the Lessee shall at all times ensure the building is kept in good condition, carry out all internal and external maintenance and repairs and shall not allow it to be used so in such way to be a nuisance to the public or to the owners or occupiers of surrounding properties. In particular, they shall not allow undue noise or commotion to emanate from the building at any time.
13. That the Lessee shall comply at all times with the requirements of all present and future Waste Management and Litter Pollution Legislation.
14. That any signage if permitted shall be subject to Council approval and shall be in accordance with the specifications of the Council.
15. That the Lessee shall be prohibited from erecting any mast or hoarding on the leased area.
16. That the Lessee shall not carry out any alteration or development of the leased area or erect any structure or make any excavation without prior written consent of the Development Department of Dublin City Council and without receiving full planning permission where necessary.
17. That the sale or manufacture of intoxicating liquor shall not be permitted in or about the leased area and that the consumption of alcohol shall not be permitted in any communal area.
18. That with the exemption of tenancy and licence agreements with tenants or licensees for supported housing, the Lessee shall not assign or grant any sub-interests in the leased premises without firstly obtaining the written consent of the Council.
19. That in the event of the Lessee failing to comply with any of the terms, conditions, warranties, covenants or the obligations and stipulations herein contained or the association becoming dissolved or ceasing to exist, the Council shall revoke this Agreement by giving the Lessee notice in writing to that effect or unless otherwise stated in such Notice this agreement shall cease immediately upon such Notice having been given.
20. That each party shall be responsible for their own legal fees.

The site was vested in Fee Simple in the City Council under the Neutrality (Was Damage to Property) Act 1941 and the Derelicts Sites Act 1990.

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.

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

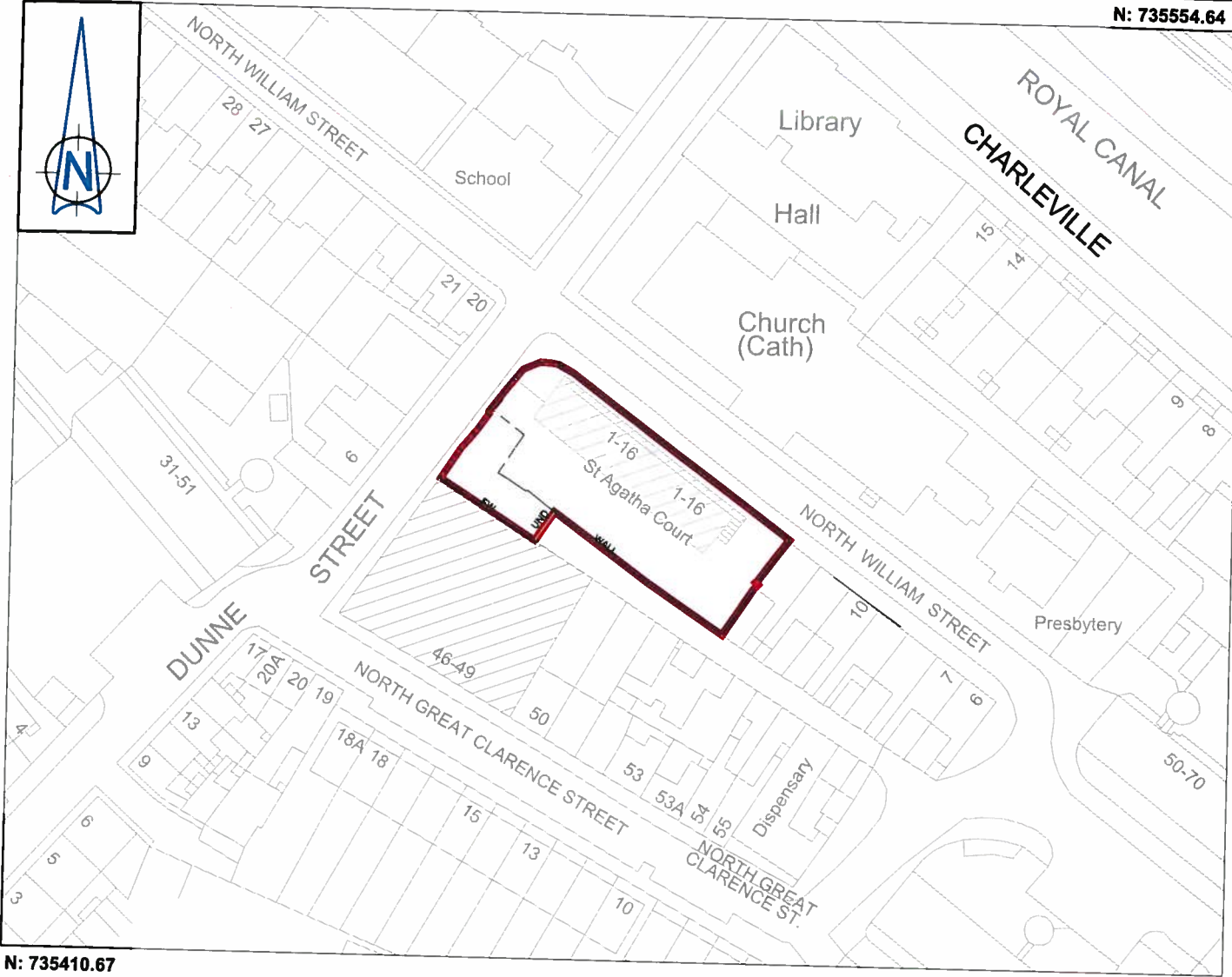
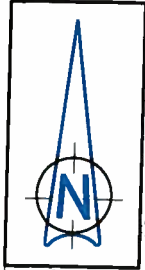
No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

This proposal was approved at a special Central Area Committee on the 12th February 2016.

This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

Dated this 18th day of February 2016.

Paul Clegg
Executive Manager



Dunne Street - St Agathas Court
31 year Lease
Dublin City Council Peter McVerry Trust Ltd




An Roinn Comhshaoil agus Iompair
Rannán Suirbhéireachta agus Léarscáilithe
 Environment and Transportation Department
 Survey and Mapping Division

O.S REF 3198-21	SCALE 1:1000	SURVEYED / PRODUCED BY M Victory
DATE 01-02-2016	REVISION: 01-02-2016: Survey detail added, boundary adjusted MV	

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THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE

SURVEY, MAPPING AND RELATED RESEARCH APPROVED

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