

**The Chairperson and Members  
South Central Area Committee**

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**With reference to the proposed disposal of a site at 1-2 Rafters Lane, Crumlin, Dublin 12 to Walkinstown Housing Association CLG**

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Housing and Community Services has requested the proposed disposal of a site at Rafters Lane, Crumlin, Dublin 12 to Walkinstown Housing Association CLG, an approved housing body and registered charity, who propose to redevelop the property to provide 11 units of residential accommodation. The property is shown delineated in red on Map Index No. SM-2012-0492.

The Chief Valuer has reported that agreement has now been reached with Walkinstown Housing Association CLG, subject to the following terms and conditions:

**a) Fee Simple Disposal**

1. That the subject property is located at 1-2 Rafter's Lane, Crumlin, Dublin 12 and is shown outlined in red on the attached map Index No. SM-2012-0492.
2. That the Council shall dispose of the fee simple title in the subject property under the terms of the Low Cost Sites Scheme, to the proposed purchaser.
3. That a permanent vehicular right of way shall be granted to the proposed purchaser and its nominees from Lissadel Road through Lissadel Court and which is shown coloured in yellow on the attached map Index No. SM-2012-0492.
4. That the proposed purchaser has obtained planning permission (Ref. No. 3029/12) for the Development (11 social housing units).
5. That the disposal price shall be a sum of €1,397 (one thousand, three hundred and ninety seven euro) plus VAT (if applicable).
6. That the Development shall comply with the planning permission (Ref No. 3029/12) granted and all other necessary statutory approvals.
7. That the Title shall be transferred when the development is completed to the written satisfaction of the Dublin City Council Housing Department and the Mortgage Deed is executed.
8. That the Development must be fully completed at the developers own cost and made fit for occupation within the time frame agreed between the Executive Manager, Housing and Community Services Dept and the proposed purchaser.
9. That the Proposed Purchaser and its contractor and professional team shall be permitted to enter onto the subject property under a 12 months Building Licence agreement, on standard terms to be agreed, for the purposes of commencing the approved development.

10. That the proposed purchaser shall satisfy the Council that it has adequate public liability and employers insurance and shall indemnify the City Council against any claims for compensation that may be made arising from its usage of the site. The current levels of insurance are €6.5m public liability insurance and €13m employer's liability insurance.
11. That the proposed purchaser shall insure the buildings during the construction against fire and all other insurable risks with an approved insurance company and pay all necessary premiums. The insurance shall be in the joint names of the parties and will be for such an amount as will provide cover for full reinstatement values of so much of the buildings as is erect at any time together with a sum for professional fees and removal of debris charges.
12. That the proposed purchaser shall reach agreement with the Water Services Division of Dublin City Council regarding the fire hydrant located on the path adjacent to No. 20 Lissadel Court.
13. That the all road and footpath works shall be completed to the written satisfaction of the Council.
14. That there is an inhibition on the title that the subject property can only be used for social housing purposes.
15. That the Council shall have 100% nomination rights to all of the units constructed on site.
16. That should subject property cease to be used for social housing purposes at any stage, then the land and the units will revert free of charge to Dublin City Council subject to and with the burden of the Capital Assistance Scheme Charge.
17. That a charge in favour of Dublin City Council for the Capital Assistance Scheme (CAS) shall remain on the title for a term of 30 years. The applicant shall comply in full with the Deed of Mortgage in respect of the CAS charge.
18. That in the event of the applicant's bankruptcy or insolvency, Dublin City Council reserves the right to take possession of the site and all of the housing units, (partially completed or otherwise), at no cost to the Council, save in the case of a financial institution which has entered into a mortgage with the purchaser subject to and with the burden of the Capital Assistance Scheme Charge.
19. That the applicant shall not sell, assign, sublet or part with possession of the property or part thereof without obtaining the written consent of the City Council.
20. That each party shall be responsible for their own legal fees.
21. That the applicant shall be liable for the payment of VAT or Stamp Duty should any payments arise from this disposal.
22. That the legal agreement shall include any amendments and / or conditions deemed appropriate by Dublin City Council's Law Agent.

**b) Licence for the Landscaping Works to Lissadel Court**

1. That the Council shall grant Walkinstown Housing Association CLG a works licence of the area within Lissadel Court to carry out landscaping works. The area is shown coloured in pink on the attached map Index No. SM-2017-0751.
2. That the licence shall be for a terms of 12 months from the date of entry on site. The entry date shall be agreed with the Dublin City Council Housing Department. If the works are completed prior the expiry date, the licence agreement can be terminated earlier.
3. That the licence fee shall be for a nominal sum of €1.00 (one euro) if demanded plus VAT (if applicable).
4. That the licensee shall not sell, assign, sublet or part with possession of the property or part thereof without obtaining the written consent of the City Council.
5. That the licensee prior to entry on the site shall consult with the Housing and Community Services Department and the local area office to agree the landscaping works and arrangements for carrying out the works.
6. That the Licensee shall indemnify Dublin City Council against any and all claims arising from its use of the property. The applicant shall hold Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) and contents insurance.
7. That the licensee shall comply with all relevant Health & Safety legislation.
8. That the licensee shall be responsible for all legal fees associated with this transaction.
9. That the licence agreement shall include any amendments and / or conditions 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**

**Date** 09/02/2018