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**With reference to the proposed disposal of two sites at Balbutcher Lane/Cranogue Road, Ballymun, Dublin 11.**

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The prevailing tenure type in Ballymun is predominantly local authority social housing. In recognition of the lack of private housing in Ballymun, the Ballymun Local Area Plan 2017 set as one of its objectives “to provide a choice of tenure options and house types, promoting social inclusion and integration” within the Ballymun Area. Co-operative Housing is seen as one method of allowing members who have the financial capacity to build or buy their own homes.

Two sites at Balbutcher Lane/Cranogue Road were identified as being suitable for residential development and were recently the subject of an advertising campaign and tendering process. Following on from this process only one bid was received, from Ó Cualann Co-housing Alliance CLG, with a proposal for an affordable type cooperative housing scheme.

Ó Cualann Co-housing Alliance CLG is an Approved Housing Body which is currently in the process of constructing forty nine affordable type houses on a nearby site in the Ballymun area. The proposal from Ó Cualann is considered to represent a realistic means of achieving an acceptable form of housing development on the subject sites.

Accordingly, it is proposed that the sites which are shown outlined in red on attached Map Index No.SM-2017-0451 are disposed of to Ó Cualann Co-housing Alliance CLG subject to the following terms and conditions:

1. That the subject plots are located at Balbutcher Lane/Cranogue Road, Ballymun, Dublin 11 and are shown outlined in red on attached Map Index No.SM-2017-0451.
2. That the disposal price shall be in the sum of €39,000 (thirty nine thousand euro) plus VAT (if applicable), on the basis of planning permission being obtained for thirty nine residential units, on a cooperative type structure. In the event whereby planning permission is granted for less than or more than thirty nine units, the disposal price shall be adjusted on a pro-rata basis to reflect this.
3. That the Council shall dispose of the unencumbered registered Freehold Title in the subject sites to the applicant, following the receipt of the requisite approvals ie Housing Department and Council approval. This disposal shall complete on or before 29<sup>th</sup> June 2018.
4. That the proposed purchaser shall obtain planning permission for and construct in the region of thirty nine residential units, for its cooperative members only. The completed housing units shall be conveyed for owner occupier purposes only, under an affordable type cooperative housing scheme. The completed units shall not be conveyed to any other party.

5. That all details of the affordable type cooperative housing scheme, including inter alia, method of operation, rules & regulations and assessment criteria, shall be agreed in writing with the Council's Housing Department prior to the disposal.
6. That Dublin City Council shall clawback the site value of each individual residential unit in the event that a completed unit is sold or let by a Cooperative member, within 20 (twenty) years of the first purchase date of each completed unit. The clawback percentage shall be applied to the subsequent sales price at that time or, in the case of a letting, to the market value at that time. Where the amount payable would reduce the proceeds of the sale (disregarding all costs) below the price actually paid, the amount payable shall be reduced to the extent necessary to avoid that result. This clause shall also apply to the market value estimate in the case of a letting.
7. That the clawback percentage shall be calculated and agreed in writing prior to the first purchase date as follows:

$$\frac{\text{Site Value (January 2018)}}{\text{Affordable Cooperative (First) Purchase Price}} \times \text{Subsequent Sales Price/Market Value}$$

8. That the clawback amount shall be reduced by 10% per annum, in years 11 to 20.
9. That the proposed purchaser shall be permitted to lodge a maximum of two planning applications to the Planning Authority and a maximum of one planning appeal to An Bord Pleanala.
10. That the proposed purchaser shall be responsible for all costs in relation to the planning process and the development of the sites including any relocation of services.
11. That in the event that the Planning Authority refuses permission for the proposed development, the Council reserves the right to withdraw from this disposal and take back title and possession of the sites, at no cost to the Council. The disposal price shall be refunded to the proposed purchaser without the payment of interest.
12. That in the event that planning permission is not obtained within one year of the disposal date, the Council reserves the right to withdraw from this disposal and take back title and possession of the sites, at no cost to the Council. The disposal price shall be refunded to the proposed purchaser without the payment of interest.
13. That the benefit of the planning permission and design of the scheme shall transfer to Dublin City Council in the event that the proposed purchaser does not proceed with the development.
14. That the development of the sites shall be completed via one continuous building contract, with all infrastructural elements completed as a priority. All roads and footpaths shall be completed to taking in charge standard and to the written satisfaction of the Council's Roads & Traffic Department. A suitable bond shall be lodged with Dublin City Council prior to the commencement of the development.
15. That the proposed purchaser shall commence development on the sites within four months of receipt of Planning Permission.
16. That the sites shall be disposed of in their current condition and the purchaser shall satisfy itself that the services at the sites are of sufficient capacity for the development proposed.

17. That should the development not be substantially complete within 18 months following the grant of planning permission, Dublin City Council reserves the right to withdraw from this disposal and take possession of the sites and all housing units, partially completed or otherwise, at no cost to the Council (subject to Term 18 below).
18. That this agreement shall not be transferable save, if applicable, in the case of a financial institution which has entered into a mortgage with the purchaser. The mortgage must be approved by the Council in writing and must have been entered into specifically for the purposes of financing the purchaser to undertake the development.
19. That Dublin City Council and its nominees shall retain a general right to connect to any services on the lands. The purchaser shall have a right to connect to DCC's services.
20. That each party shall be responsible for their own costs and fees in this matter.
21. That the purchaser shall be liable for any VAT or Stamp Duty arising on this transaction.
22. That the disposal agreement shall include any amendments and/or conditions as deemed appropriate by the Council's Law Agent.
23. 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.

The sites to be disposed of were acquired from R.W.Wilkinson in 1965.

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

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

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

This proposal was approved by the North West Area Committee at its meeting on 20<sup>th</sup> February 2018.

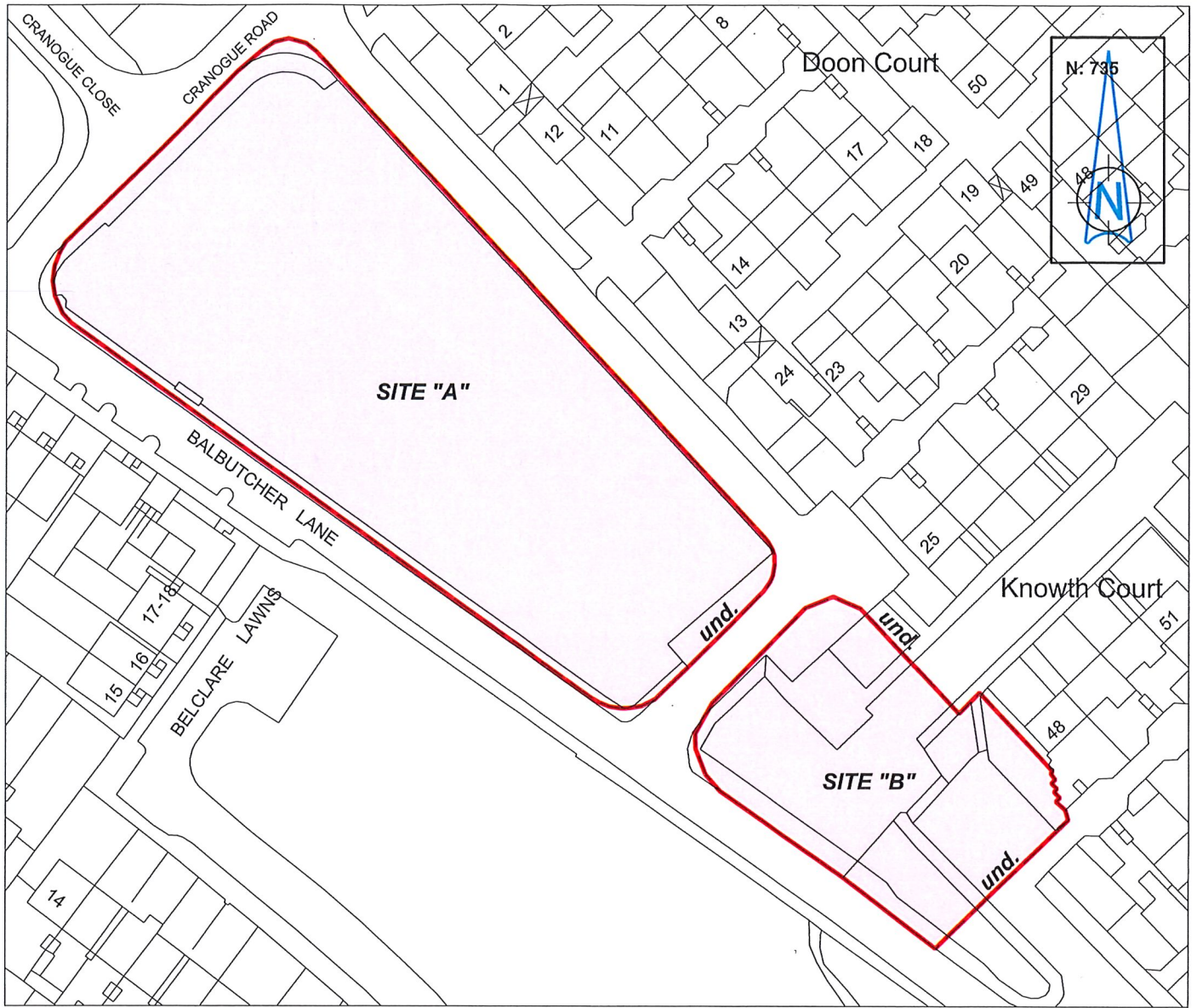
This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

**Resolution to be adopted.**

"That Dublin City Council notes the contents of this report and assents to the proposals outlined therein".

Dated this the 21<sup>st</sup> day of February 2018.

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



**BALBUTCHER LANE/CRANOQUE ROAD, BALLYMUN, DUBLIN 11 - Sites at**

*Dublin City Council to ÓCualann Co-housing Alliance CLG*

*Disposal of fee simple*

**Map for Council**

Site "A" = 0.54Ha/1.3acres approx.

Site "B" = 0.17Ha/0.4acres approx.



Comhairle Cathrach  
Bhaile Átha Cliath  
Dublin City Council

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

**O.S REF**

3131-04,09

**SCALE**

1-1000

**DATE**

15-02-2018

**SURVEYED /**

**PRODUCED BY**

PMcGinn

**Dr JOHN W. FLANAGAN**

CEng FIEI FICE

**CITY ENGINEER**

**FILE NO**

INDEX No

FOLDER No

CODE

DWG No

REV

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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

APPROVED

**THOMAS CURRAN**

ACTING MANAGER LAND SURVEYING & MAPPING  
DUBLIN CITY COUNCIL

**INDEX No.**

**SM-2017-0451**

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