

9th May 2018

To the Chairperson and Members of
The South Central Area Committee

Meeting: 16th May 2018

**With reference to the proposed disposal of Jamestown Court, Inchicore, Dublin 8 to
A.L.O.N.E.**

Housing and Community Services has requested the proposed disposal of the complex at Jamestown Court, Inchicore, Dublin 8, shown outlined in red on Map Index SM-2018-0019 to A.L.O.N.E., an approved housing body, who propose to redevelop the property.

The Chief Valuer has reported that agreement has now been reached with A.L.O.N.E., subject to the following terms and conditions:

1. That the subject site currently accommodates three blocks of residential units which comprise 50 flats in total, communal lawn area and parking.
2. That Dublin City Council currently has 30 (thirty) tenancy agreements in place with in-situ tenants. Prior to the completion of the disposal A.L.O.N.E. shall enter into new tenancy agreements with existing tenants.
3. That the Council shall enter into a Continuation Agreement, Capital Advance Agreement and a Payment and Availability Continuation Agreement with the proposed purchaser and the Council shall have 100% nomination rights to all of the units constructed on the subject property.
4. That, subject to 3 above, 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, upon the receipt of all requisite Council approvals.
5. That when the tenancy agreements are terminated with the Council, then the Council shall be released of all obligations under these agreements.
6. That the disposal price shall be a sum of €5,080 (five thousand and eighty euro) plus VAT (if applicable).
7. That the proposed purchaser has obtained planning permission to redevelop Block A (Ref. No. 2402/15) for 9 social housing units and 1 community unit.
8. That the proposed purchaser shall lodge a planning application to redevelop Block B & C and the remainder of the site.

9. That the title to be transferred shall be subject to a building covenant and that the development on the subject plot shall comply with the planning permissions granted and all other necessary regulations.
10. That should development of the entire property not be practically complete within 36 months following the transfer of title, or, in the event of the applicant's bankruptcy or insolvency, Dublin City Council reserves the right to take possession of the subject property and all of the 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 proposed purchaser.
11. That if the proposed purchaser does not proceed with the development, the benefit of the planning permission, design of the scheme and certificates shall transfer to the Council free of charge and subject to all tenancies in place.
12. That the Development must be fully completed at the proposed purchaser's own cost (including all planning fees) and made fit for occupation within the time frame agreed between the Executive Manager, Housing and Community Services and the proposed purchaser.
13. That the proposed purchaser shall insure the buildings at all times (including during construction) against fire and all other insurable risks with an approved insurance company and pay all necessary premiums.
14. That all roads, footpaths and car parking spaces on the subject property shall be completed to taking in charge standard.
15. That there is an inhibition on the title that the subject property can only be used for social housing purposes.
16. That the proposed purchaser shall not sell, assign, sublet or part with possession of the property or part thereof without obtaining the written consent of the City Council.
17. That each party shall be responsible for their own legal fees.
18. That the proposed purchaser shall be liable for the payment of VAT or Stamp Duty should any payments arise from this disposal.
19. That the legal agreement shall include any amendments and/or conditions deemed appropriate by Dublin City Council's Law Agent.
20. That the dates for the performance of any of the requirements of the proposed agreement may be extended at the discretion of the Executive Manager.

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

Paul Clegg

Executive Manager