



To the Chairperson and Members of

The South Central Area Committee

Meeting: 20th June 2018

Item No:

**Re: Proposed Scheme of Development at St. Lukes Avenue, Brabazon Place, Newmarket and Ardee Street, Dublin 8.
Disposal of Council site at St. Lukes Avenue and Brabazon Place, Dublin 8.
Applicant: Summix FRC Developments Ltd.**

The Chief Valuer has reported that agreement has now been reached with the applicant, Summix FRC Developments Ltd in regard to development for provision of student accommodation, subject to the following terms and conditions at the above site:

1. That the Council will dispose of the freehold interest with vacant possession in the property at St. Lukes Avenue and Brabazon Place, having an area of 306 m² or thereabouts, as shown outlined in red and map Index no. SM-2017-0727.
2. That the consideration payable for the Council site shown outlined in red on drawing index no. SM-2017-0727 in full and final settlement shall be in the sum of €1,000,000 (one million euro) which shall be payable as follows:
 - a. 70% deposit on signing of contracts, which must be within three months of Council approval.
 - b. The 30% balance on transfer of title to the applicant.
 - c. Interest at the rate of 12% per annum shall apply to outstanding amounts which have not been paid as they have fallen due.
3. That the Law Agent shall prepare the necessary contract documents, to include a Building Licence, to be ready for execution by the parties within four weeks of the date of issue of the formal approval of the transaction by the Council. The applicant must execute and return such documentation within two weeks of receipt of same.
4. The Council's site and the applicant's adjoining site are shown outlined in red on drawing index no. PL (99)08 for identification purposes. Planning permission (Ref No. 2812/17) has been granted for a development comprising of 349 student bedrooms, co-working/communal space, café gym and the retention of an industrial building which is a protected structure.
5. That Part V obligations shall apply to any other residential blocks approved in the scheme of development, if applicable.
6. That the applicant must commence work on the site shown outlined in red on drawing no. PL (99)08 within four weeks of the signing of contract documentation. Works by the applicant on the Council's site will be carried out under a building licence from the City Council and they must complete the development for which planning permission (ref no. 2812/17) has been granted under one building contract within twenty four months from the date of the signing of contracts.

7. That the Council reserves the right to re-enter on the site at no. 1 above and resume possession thereof should the applicant fail to commence and complete the buildings within the specified period or in the event of the applicant's bankruptcy or insolvency, save in the case of a Financial Institution, which has entered into a mortgage with the applicant for the purposes of financing development of the site.
8. 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 shown outlined in red on drawing index no. PL(99)08 above, shall be borne by the applicant.
9. That the applicant shall ensure that all necessary safety precautions are taken in accordance with Health & Safety Regulations and all other statutory requirements.
10. That the applicant shall undertake not to use the said site at No.1 above, for or build on the site, anything other than the buildings shown on the approved drawings and for which planning permission (ref no. 2812/17) has being granted.
11. That during the building period, the applicant will insure the buildings on the site shown outlined in red on drawing index No. PL(99)08 against fire and all other insurable risks with an appropriate insurance policy and pay all necessary premiums.
12. That the insurance will 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.
13. 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 €13million 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.
14. That the applicant and it's design team shall 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 shown outlined in red on drawing index No. PL(99)08, or any working areas or on any access points thereto.
15. 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 development of the site shown outlined in red on the attached drawing index no. PL(99) 08 above 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 at no.1 above.
16. That the fee simple title to the lands shown outlined in red on drawing index no. SM-2017-0727 shall be transferred on full completion of the development for which planning permission (ref no. 2182/17) has being granted, as certified by the City Architect and when all monies have been paid by the applicant.
17. That as a condition of this disposal the purchaser shall provide evidence that they hold the unencumbered freehold title with full vacant possession in the site shown outlined in red on drawing Index No. PL (99)08 for identification purposes save for the interest held by the Council in the site.

18. The applicant shall satisfy the Council that sufficient funds are available for both the payment of the Capital Premiums, interest and the undertaking and completion of the proposed development.
19. That each party shall be responsible for their own professional fees arising in this transaction.
20. That all VAT payable and any Stamp Duty liabilities, on this transaction and any proposed development shall be the responsibility of the applicant.
21. That any of the dates/time frames outlined above may be extended by the Chief Executive at his absolute discretion and all notices must be given in writing.
22. That the above agreement is subject to such additional terms and conditions as the Law Agent deems appropriate.
23. Please note that no agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.

Richard Shakespeare

13/06/2018

Assistant Chief Executive

Date

