

6/7/2018

To the Chairperson and Members of  
The North Central Area Committee

Meeting: 16<sup>th</sup> July 2018

Item No:

**With reference to the proposed disposal of a site at Tonlegee Road, Dublin 5 for the development of a new Primary Care Centre for the Health Service Executive  
Developer: Pames Developments Limited t/a Woodbine Primary Care Limited (WPCL)**

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In 1991 Dublin City Council granted a 99 year lease of a site at Tonlegee Road to the Frederick Oznam Trust to be used as a youth centre. The lease was subsequently assigned to St Monica's Youth Resource Centre Limited on 29th March 2006.

It is now proposed that St. Monica's Youth Resource Centre Limited shall surrender a portion of its site to Dublin City Council so that a Primary Care Centre may be built on the lands by Pames Developments Limited t/a Woodbine Primary Care Limited (WPCL). In return the Resource Centre premises shall be refurbished by Pames Developments Limited t/a Woodbine Primary Care Limited (WPCL). The land to be surrendered and subsequently disposed of has an area of approx 1,300 sq m. and is shown shaded in blue on the attached map which is for illustration purposes only.

The Chief Valuer has reported that he has reached agreement for the disposal of the site to Pames Developments Limited t/a Woodbine Primary Care Limited (WPCL) subject to the following terms and conditions:

1. The financial consideration in full and final settlement shall be the sum of €1,275,000 (one million, two hundred and seventy five thousand euro) plus VAT if applicable, less the cost of the agreed reasonable refurbishment costs of the existing community building on site which are estimated to be in the region of €900,000 (inclusive of VAT), payable as follows:
  - (i) 50% of the capital premium on the signing of the building licence agreement.
  - (ii) The balance of the capital premium payable on granting of the lease.
  - (iii) Interest at the rate of 10% per annum shall apply to any outstanding sum in the event of failure to comply with any of the dates referred to in condition 1 above.
2. The site to be disposed of is shown shaded blue on the attached site map (not to scale) for identification purposes only. Such necessary rights of way shall also be granted to WPCL to facilitate access and egress to the Primary Care Centre, access to car parking on site and access to all common areas and landscaping to entire site to include the lands occupied by St. Monica's Youth Resource Centre. A formal map is in the process of being prepared.
3. The proposed disposal shall be subject to St. Monica's Youth Resource Centre surrendering the area of land required for the construction of the Primary Care Centre and the granting of rights of way and use of car park on adjoining lands.

4. WPCL shall form a management company to manage and maintain the car parking and all common areas of the site. St. Monica's Youth Resource Centre shall form a key part of the Management Company. All costs shall be borne by WPCL. No income shall derive to WPCL from holding this position. Dublin City Council shall be indemnified against any costs in relation to the establishment of the management company and against the payment of management fees.
5. The Management Company shall devise a 'Car Parking Management Plan' as required in ABP Reference PL29N.241384 Condition 7(e). The purpose of the Plan will be to satisfy and regulate the parking requirements during and after normal working hours of St. Monica's Youth Resource Centre, WPCL and the Edenmore Early Education Centre each of which will have representation on the Management Company board.
6. WPCL shall carry out the development of the Primary Care Centre building in accordance with the terms and conditions of the permission granted under An Bórd Pleanála appeal reference number PL29N.248873 and planning permission number 2797/17, including those conditions relating to roads and parking, hours of construction, archaeology, water and drainage, landscaping and boundary treatments, lighting and any other conditions.
7. WPCL shall carry out the refurbishment of St. Monica's Youth Resource Centre in line with Planning Permission 2797/17 and ABP PL29N.248873 to a detailed specification which shall be agreed with and signed off by St. Monica's Youth Resource Centre. The specification for the proposed works shall include provision in the Centre for Edenmore Boxing Club including the construction of an extension subject to planning permission and the reasonable cost of all works having been approved by Dublin City Council's Quantity Surveyor.
8. This disposal shall be by means of a building licence agreement and a subsequent grant of a 250 year lease incorporating 5 year rent reviews at a rent of €1 per annum (if demanded) on completion of the approved development (The Primary Care Centre) and refurbishment works (St. Monica's Youth Resource Centre) to the satisfaction of the City Architect. The rent review clause will be indexed to CPI. The Primary Care Centre shall not be occupied until such time as all works are completed on both buildings to the satisfaction of the City Architect. The long leasehold title shall include such terms and conditions at the Law Agent shall deem appropriate.
9. WPCL must execute the building licence documentation within four weeks of its date of issue.
10. In the event that the proposed Purchaser delays or defaults on the terms of the building licence and / or fails to comply with the agreed redevelopment works as set out by planning permission ref. 2797/17 and ABP ref. PL29N.248873, Dublin City Council reserves the right to re-enter on the site and resume possession thereof should the purchaser fail to commence and complete the buildings within the specified period or in the event of the purchaser's bankruptcy or insolvency, save in the case of a Financial Institution which has entered into a mortgage with the purchaser for the purposes of financing development of the site. The precise terms of this step in option will be provided for in the contractual documentation.
11. The Building Licence Agreement shall not be transferable save in the case of a Financial Institution which has entered into a mortgage with the purchaser which 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 of the site.

12. During the building period WPCL, or its contractors or agents, will insure all buildings on site against fire and all other insurable risks with an Approved Insurance Company and pay all necessary premiums.
13. The insurance obtained shall be in the name of WPCL, or its contractors or agents, and in respect of the Youth Resource Centre, Dublin City Council and St. Monica's Youth Resource Centre shall be named parties on the policy. The insurance will be for such an amount as will provide cover for the 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.
14. WPCL shall indemnify Dublin City Council and St. Monica's Youth Resource Centre against any claim for compensation which might be made by any party arising out of building works being carried out on the site, or any working areas or any access points thereto.
15. WPCL shall have a maximum of 18 months, from the receipt of statutory approvals, to complete the refurbishment works on St. Monica's Youth Resource Centre.
16. WPCL shall have a maximum of 24 months, from the receipt of statutory approvals, to complete the build programme of the new Primary Care Centre.
17. All site preparation, development and associated costs incurred in the delivery of the entire completed development shall be borne by the purchaser.
18. WPCL, or its contractors or agents, shall put a Bond in place to ensure the completion of the entire project to include the refurbishment of St. Monica's Youth Resource Centre. This shall be put in place before entry on site and the level and standing of the Bond shall first be approved by the City Council Development Department.
19. WPCL shall be responsible for all stamp duty and VAT payments (if any) in relation to the granting of the lease. They shall also be responsible for any VAT or stamp duty payments in relation to the surrender of St. Monica's Youth Resource Centre interest.
20. Each party shall be responsible for its own professional fees in this case.
21. WPCL shall satisfy Dublin City Council that sufficient funds are available for both the payment of the capital premium and the undertaking and completion of the proposed development and refurbishment works prior to entry on site.

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.

**Paul Clegg**

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**Executive Manager**

**9<sup>th</sup> July 2018**

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**Date**