



---

**With reference to various land issues arising in relation to the proposed redevelopment at Dalymount Park and Phibsborough Shopping Centre, Dublin 7.**

---

Phibsborough is designated as a Key District Centre in the City Development Plan. Core objectives of the Phibsborough Local Area Plan 2015 include the redevelopment and revitalisation of the existing Phibsborough Shopping Centre and the redevelopment of Dalymount Park as a modern sporting venue together with its enhancement and extension to provide for wider sporting, recreational and community use.

In order to facilitate the proposed redevelopment of both Dalymount Park and the Phibsborough Shopping Centre it is necessary that various title issues between the respective owners, Dublin City Council and Phibsborough Shopping Centre Limited (The Developer) be regularised.

Regularisation of these title issues will facilitate an improved access, both pedestrian and vehicular, to Dalymount Park together with a new Civic Public Plaza and links to Phibsborough Road and North Circular Road. Once complete the redevelopment will result in an improved urban environment and have a positive impact on the Phibsborough environs.

Following negotiations between Dublin City Council and the Developer the Chief Valuer has recommended in settlement of this matter the following terms and conditions which he considers to be fair and reasonable:

1. That Dublin City Council shall be prepared to grant to the Developer a Building Licence Agreement, which shall incorporate standard Building Licence provisions, to carry out the development as permitted under Planning Ref. 2628/17 or subsequent planning permission granted, on the plots which Dublin City Council hold an interest in, namely the areas shown hatched in red, hatched in green and coloured green on Map Index No. SM-2015-0719-09.
2. That Dublin City Council shall be prepared to dispose of the following interests, prior to commencement of the development, subject to the conditions set out in Clause 4 and the Deed of Conveyance will include covenants binding on successors.
  - (a) That Dublin City Council will surrender their right of way in the area shown hatched in blue on Map Index No. SM-2015-0719-09, comprising an area of 551sq.m.
  - (b) That Dublin City Council will dispose of their freehold interest in the areas shown coloured pink on Map Index No. SM-2015-0719-09 comprising of the ESB substation, the Well and Pumphouse. The site of the substation was demised by Dublin City Council to the ESB for a term of 100 years from 14th October 1963.
  - (c) That Dublin City Council will grant a right of way over the areas shown coloured green and hatched in green on Map Index No. SM-2015-0719-09.

3. At the same time and in exchange for the Deed referred to at 2 above, the Developer shall grant a right of way over the areas shown coloured yellow on Map Index No. SM-2015-0719-09 (note: Developers Bank consent required for right of way). The developer shall pay a consideration of €40,000 (forty thousand euro) plus VAT (if applicable) ('the Consideration') which will be paid at the same time and in exchange for the delivery of the Deed, subject to clause 10.
4. That as part of the development works, the Developer and/or their appointed contractor will be required to undertake, ensure and complete the following:

#### **ESB**

- a. That the Developer shall enter into a separate agreement with the ESB to acquire their leasehold interest in the substation site (shown coloured pink and labelled ESB on Map Index No. SM-2015-0719-09) together with the associated Right of Way.
- b. That the Developer will provide a new substation site for the ESB of similar standard to the current substation on their property and the Council will be permitted to connect into same, for no consideration, to service the existing and any future development of Dalymount Park.

#### **Well**

Where the Developer commences works on the section of its site containing the well, before the commencement of the re-development of Dalymount Park:

- c. That the Developer will be required to install a new Well and Pumphouse within Dalymount Park subject to timings associated with the Dalymount redevelopment.
- d. That the final location of the subject Well shall be agreed between the parties. The proposed location is as shown on Map Index No. SM-2019-0200.
- e. That the new Well will be required to have a minimum yield equivalent to that of the existing Well, being 13 m<sup>3</sup> d<sup>-1</sup>.
- f. That if the Council require a well of higher yield the difference in costs in providing same shall be borne by the Council.
- g. That the Developer will be required to decommission the existing Well, which shall only take place once the new Well is in place and fully operational.
- h. That a full specification of the Well similar to the existing Well and a Method Statement will be agreed between the parties before works commence.
- i. That the full costs associated with the Well decommissioning and relocation shall be borne by the Developer.

Where Dalymount Park is being redeveloped in advance of or simultaneously with the redevelopment of the Shopping Centre, the Council will be responsible for the above conditions numbered (c) – (i) at the Council's cost.

#### **Floodlights**

- j. That where the Developer commences works on the section of its site containing the floodlights (the former east stand), before the commencement of the re-development of Dalymount Park, prior to the commencement of any development on the site of the former east stand, the Developer will be required to relocate the existing floodlights to the location already agreed within Dalymount Park marked indicatively in red on Map

Index No. SM-2019-0200. The full costs of same are to be borne by the Developer. A timeframe is to be agreed between the parties.

Where Dalymount Park is being redeveloped in advance of or simultaneously with the redevelopment of the Shopping Centre, the Developer will be responsible for the removal of the floodlights and the cost of same and the Council will be responsible for their relocation and costs of same if required.

#### **Plaza**

- k. That the Developer will be required to construct a Plaza Area and access route on the areas shown coloured yellow, green and hatched in green and red on Map Index No. SM-2015-0719-09, and as per the permitted planning permission.
- l. That during the works the Council will require vehicular access from North Circular Road over the area hatched in green for vehicles, particularly ambulances.
- m. That the full costs of the redevelopment of the plaza area shall be borne by the Developer.
- n. That Title to the areas shown coloured green and hatched in green shall be retained by the Council.
- o. That the areas forming the Public Plaza shall be maintained by the Developer or their appointed Management Company and the parties shall enter a separate agreement in respect of same, which shall be agreed prior to the completion of the works.
- p. That the Council shall pay an annual service charge for the maintenance of the area hatched in green.
- q. That the service charge shall be calculated on a percentage basis of the overall area and the Developer or their appointed Management Company shall be required to provide a full breakdown of the service charge, on an annual basis, which shall be agreed between the parties.

The Deed of Conveyance referred to in Clause 2 above will include an arbitration clause in the event of a dispute concerning the foregoing provisions and covenants.

- 5. That the area shown hatched in red on Map Index No. SM-2015-0719-09 has been taken in charge by the Council and it will permit this area is to be included in the Development of the Access/ Plaza route.
- 6. That during the construction period the Developer will insure the works area and indemnify the Council against any claims.
- 7. That the Developer will be responsible for all costs in relation to the completion of the development as permitted under Planning Ref: 2628/17 or any subsequent grant of permission applicable to its site or to the foregoing works which it has agreed to undertake.
- 8. That the Building Licence Agreement shall not be transferable save, if applicable, in the case of a financial institution which has entered into a mortgage with the Developer. The mortgage must have been entered into specifically for the purposes of the development of the site.

9. That the Developer will be required to commence the development by 31st December 2020. The entire Development on the site must be completed under one building contract in one phase or, alternatively, in not more than two consecutive phases amounting to not more than 36 months in total. The commencement date and timeframe may be extended by agreement of the parties.
10. That should the Development not be practically complete within 36 months (as may be extended in cases of force majeure, strikes or adverse weather conditions which cause delay), Dublin City Council reserves the right to rescind the executed documents and resume possession of its lands. The timeframe may be extended by agreement of the parties. In the event of rescission of the contract, the consideration will be refunded to the Developer without interest.
11. That each party shall be responsible for their own V.A.T, Stamp Duty or other costs arising.
12. That the Law Agent by agreement with the applicants solicitors, may insert such other terms and conditions in the conveyance as deemed appropriate.
13. That the above proposal is subject to the necessary approvals and consents being obtained, including the consent of the Minister for Transport, Tourism and Sport to the grant of right of way over the Council's property hatched green on Map Index No. SM-2015-0719-09 and to the building licence over the same area.

The property to be disposed of was acquired from Bohemian Football Club Limited.

The dates for the performances of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

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.

This proposal was approved by the North West Area Committee at its meeting on 19<sup>th</sup> February 2019.

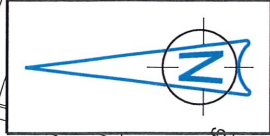
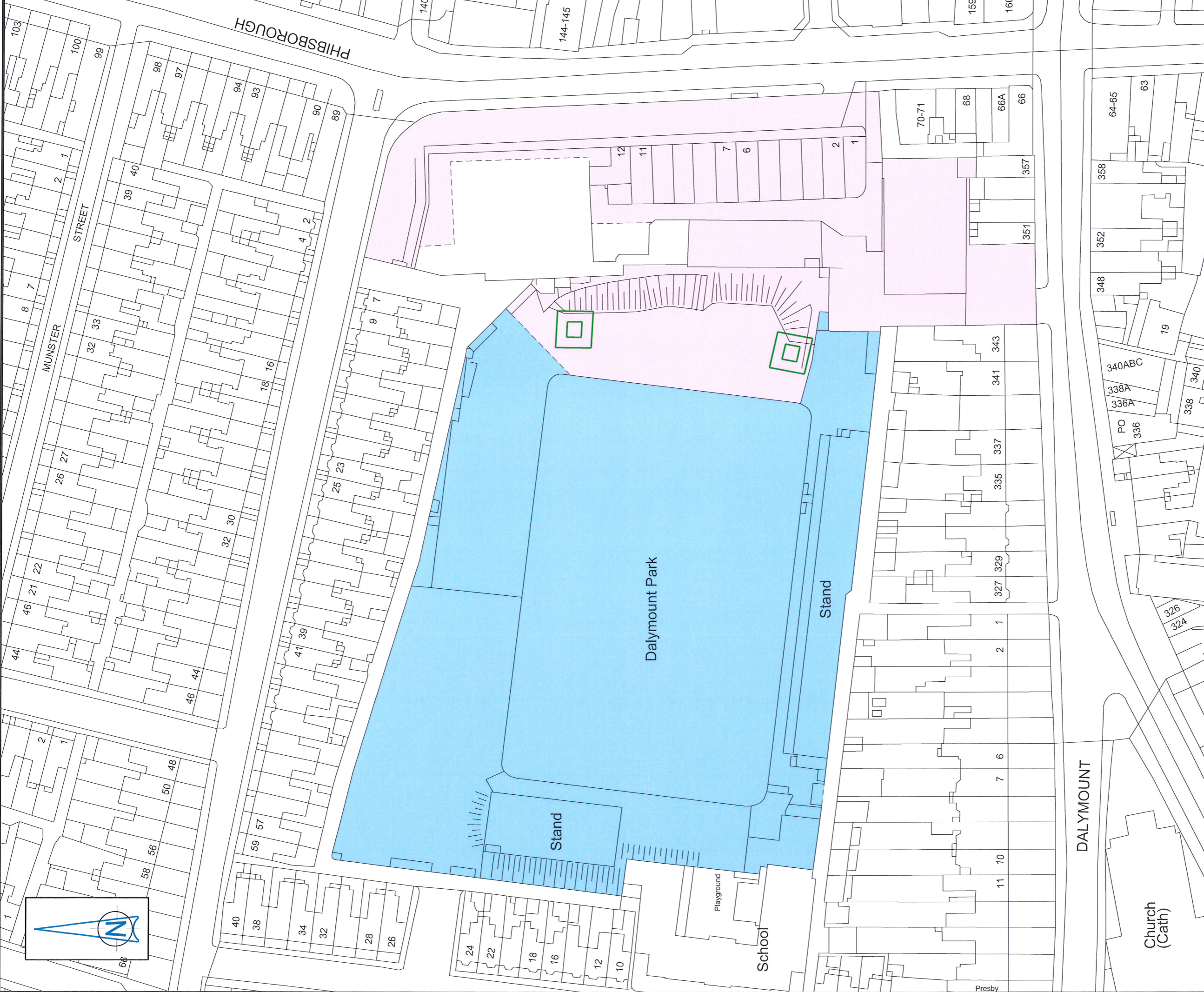
This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

**Resolution:**

"That Dublin City Council notes the contents of Report No. 125/2019 and assents to the proposal outlined therein".

Dated 15<sup>th</sup> day of March 2019.

**Paul Clegg**  
**Executive Manager**



## DALYMOUNT PARK

Map for Information

Pylons Shown Thus -

Site A Shown Thus -

Area - 18,402m<sup>2</sup>

4.55 Acres

Site B Shown Thus -

Area - 9,619m<sup>2</sup>

2.38 Acres

Comhairle Cathrach  
Bhailie 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 3197-19  
DATE 19-03-2019

SCALE 1:1000  
SURVEYED / PRODUCED BY L. Butler

INDEX No SM-2019-0200-0204-C5-001-A.dgn  
FILE NO

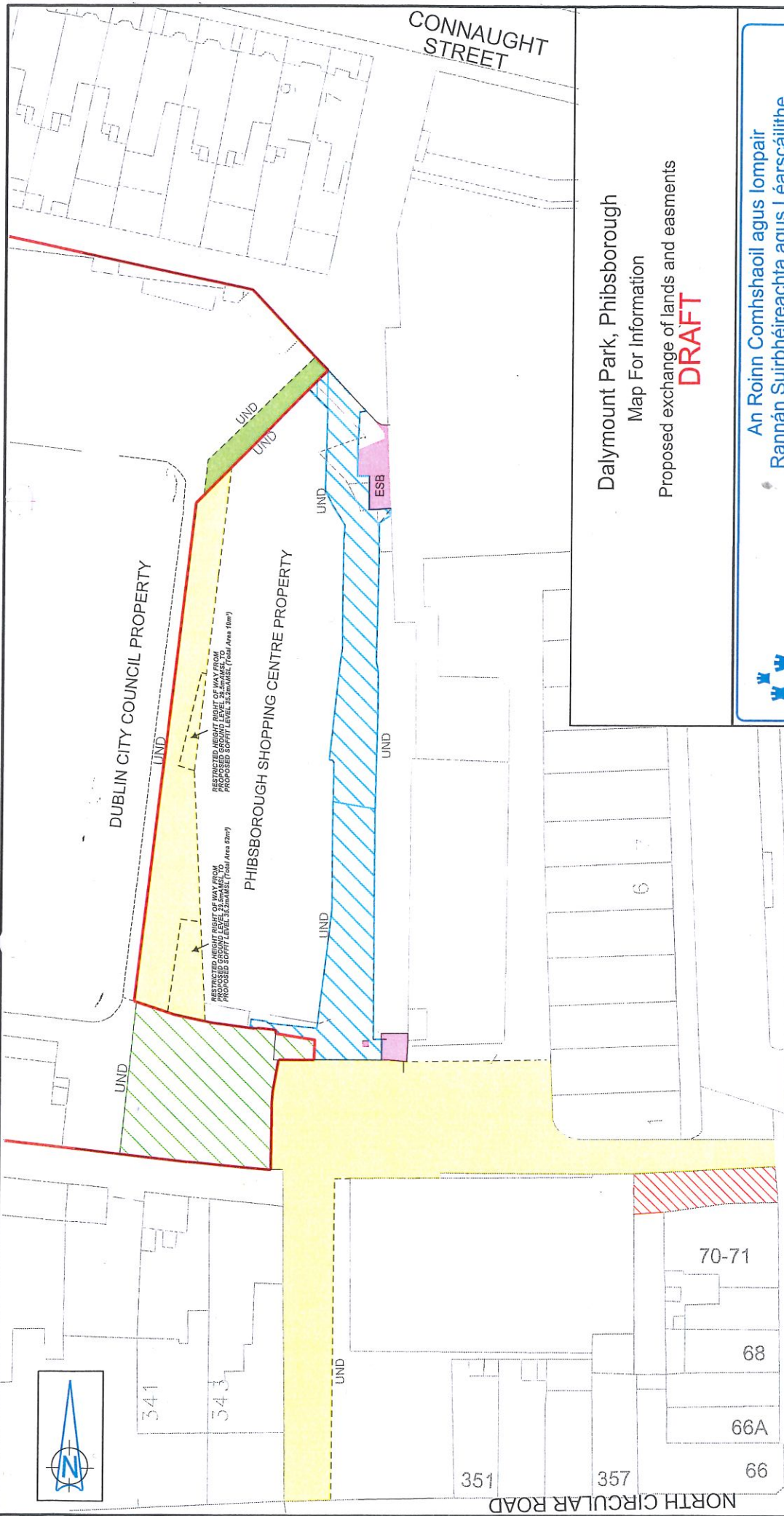
THIS MAP IS CERTIFIED TO BE CORRECTLY GENERATED BY DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE SURVEY, MAPPING AND RELATED RESEARCH APPROVED

**Dr JOHN W. FLANAGAN**  
CEng FIEI FICE  
CITY ENGINEER

APPROVED **THOMAS CURRAN**  
ACTING MANAGER LAND SURVEYING & MAPPING  
DUBLIN CITY COUNCIL

**INDEX No.**  
SM-2019-0200

OSI data : © Ordnance Survey Ireland. All rights reserved. Licence Number 2019 /23/CCMA/ Dublin City Council



- LEGEND:**
- Site boundary shown thus.....
  - Proposed DCC Right Of Way over area shown thus (Total area including restricted height area: 1402m²).....
  - Proposed Phibsborough Shopping Centre Right of Way over area shown thus (Total area 61 m²).....
  - Proposed ~~license or lease~~ (to be confirmed) DCC to Phibsborough Shopping Centre shown thus (Total area 400m²).....
  - Proposed surrender of DCC Right of Way to Phibsborough Shopping Centre shown thus (Total Area: 551m²).....
  - DCC property, proposed disposal to Phibsborough Shopping Centre shown thus (Areas: ESB 32m² & Well + pump/house 14m²)  
Note: Based on 1988 Disposal Map
  - Plot of land in DCC possession included in PSC Planning Application.....
  - NOTE: "UND" = THE BOUNDARY (REPRESENTED BY A DASHED BLACK LINE) IS NOT DEFINED BY A PHYSICAL FEATURE ON THE GROUND

Dalymount Park, Phibsborough  
Map For Information  
Proposed exchange of lands and easements  
**DRAFT**



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

O.S REF 3197-19  
SCALE 1:500@A3  
DATE 16-03-2018  
SURVEYED BY M. Victory

INDEX No SM-2015-0719-0204-C1-009 - C.dgn  
FILE NO SM-2015-0719-09

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-2015-0719-09  
**DRAFT**

MICHAEL PHILLIPS  
CITY ENGINEER

PHIBSBOROUGH ROAD

Bank

341

343

UND

351

357

70-71

68

66A

66

159

160

NORTH CIRCULAR ROAD