

**Planning & Property Development Department
Property Disposals Section**

**To the chairperson and members of the
South East Area Committee**

**Proposed disposal of a site at 24 Harcourt Road and 1 & 2 Richmond Street South, Dublin 2
to Charledev Properties DAC**

Dublin City Council hold the freehold in the site shown outlined in red on Map Index no. SM-2019-0207. The Housing and Residential Department have advised that the site is not suitable for their purposes. Charledev Properties DAC (the applicant) hold lands immediately adjoining the site. Charledev Properties DAC approached the Council to purchase this site and incorporate the site into a larger development (planning application 4628/18). It is proposed to dispose of the freehold in the site located at 24 Harcourt Road and 1 - 2 Richmond Street South, Dublin 2, as shown outlined in red on Map Index No. SM-2019-0207 to Charledev Properties DAC subject to the following terms and conditions considered fair and reasonable by the Chief Valuer:

1. That the Council will dispose of the freehold interest with vacant possession in the property at 24 Harcourt Road & 1 - 2 Richmond Street South, Dublin 2, having an area of 210sq.m or thereabouts, as shown outlined in red on map index no. SM-2019-0207.
2. That the consideration payable for the Council site shown outlined in red on drawing index no. SM-2019-0207 in full and final settlement shall be in the sum of €1,400,000 (one million four hundred thousand euro) which shall be payable as follows:
 - a. 25% deposit on signing of contracts, which must be within two months of final grant of planning permission.
 - b. The 75% balance on transfer of title to the applicant.

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 Council's site and the applicant's adjoining site are shown outlined in red and green on drawing index no. 8206-0001, which is for identification purposes only. Planning application (ref. no. 4628/18) has been lodged for a mixed use 7 - 9 storey development over two level basement comprising office, retail / café / restaurant units and the retention of protected structures at 5 - 8 Charlemont Street.
4. That if necessary, a second application may be submitted within three months of a Council or An Bord Pleanála decision to refuse permission or grant permission subject to onerous conditions.
5. That in the case that the first application for planning permission for a development or the second application if applicable, is either refused (by Dublin City Council or An Bord Pleanála), or granted subject to onerous conditions, the applicant may rescind the agreement within four weeks of the refusal or final grant of planning permission, without penalty or compensation due to the other party. All planning application related costs to be borne by the applicant.
6. 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 final grant

of planning permission. The applicant must execute and return such documentation within four weeks of receipt of same.

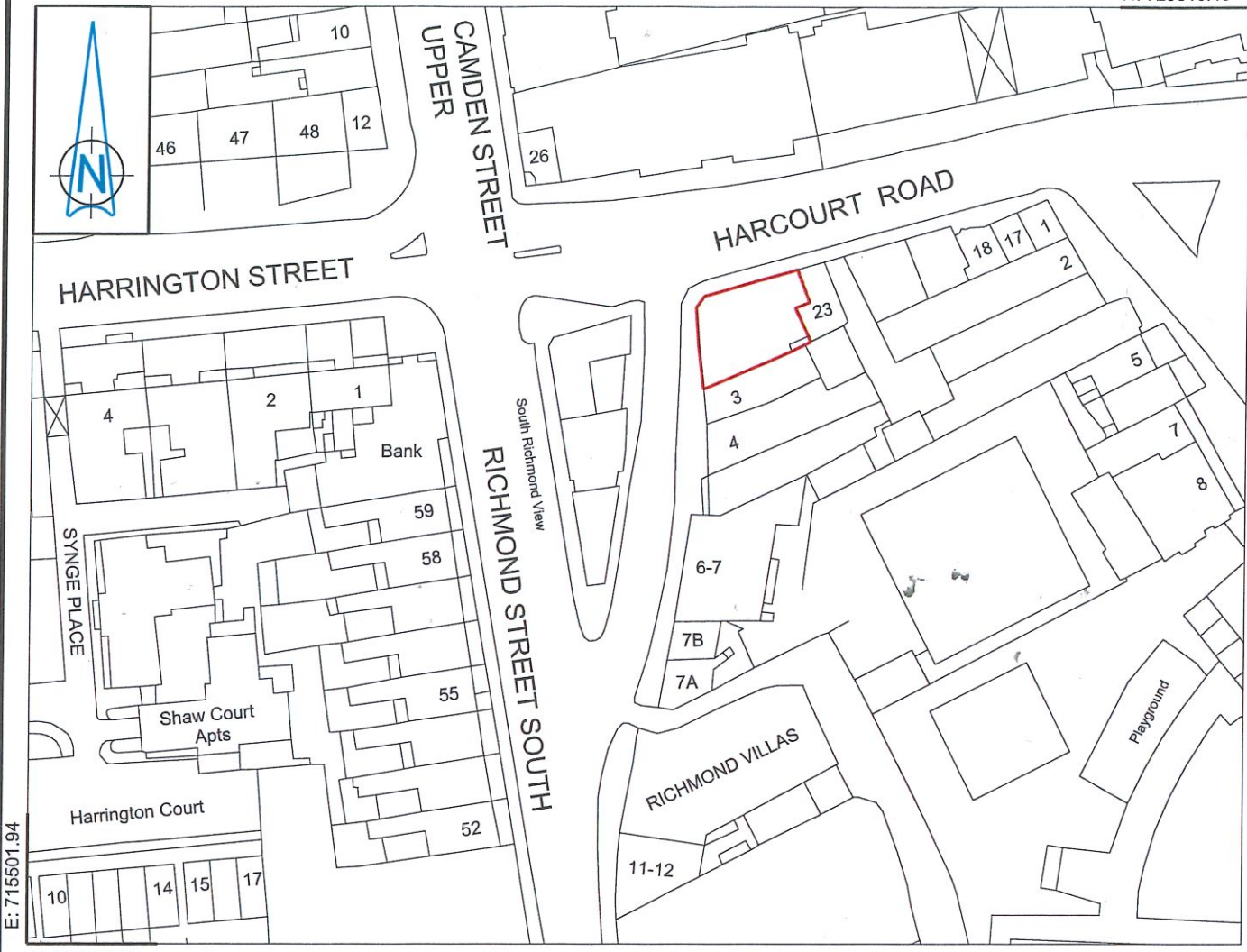
7. That construction of phase 1 pursuant to the final grant of planning permission shall include the Council owned site at No. 1 above. A formal phasing map shall be provided by the applicant for inclusion in any agreement.
8. That the applicant must commence work on site as outlined at No. 7 above, within twelve months of the date of final grant of planning permission. 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 construction of phase 1 of the development for which planning permission has been granted under one building contract within thirty months from the date of final grant of planning permission.
9. That the City Council reserves the right to re-enter on the site at No. 1 above and resume possession thereof together with any building or structures erected thereon should the applicant fail to commence and complete the buildings at No. 7 above 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.
10. That early access for site investigations shall be facilitated on request. Proof of insurances will be required from the applicant and Dublin City Council shall accept no responsibility for any loss or injury suffered by any employer, agent or invitee of the applicant during the course of such investigations.
11. 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 phase 1 development of the site as at No. 7 above shall be paid by the applicant.
12. That the applicant shall ensure that all necessary safety precautions are taken in accordance with Health & Safety Regulations and all other statutory requirements.
13. 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 shall be obtained.
14. That during the building period, the applicant will insure the buildings and works outlined at No. 8 above against fire and all other insurable risks with an appropriate insurance policy and pay all necessary premiums.
15. That the insurance at No. 14 above, shall 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.
16. 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 property at No. 7 above. The applicant shall take out and produce Public Liability Insurance in the sum of €6.5million and Employers Liability Insurance in the sum of €13m 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.
17. 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 at No. 7 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 outlined at No. 7 above.

18. That the fee simple title to the lands at No. 1 above shall be transferred on full completion of the approved development, as certified by both the applicant's architect and the City Architect when all monies have been paid by the applicant.
19. That as a condition of this disposal the applicant 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. 8206-0001, for identification purposes only, save for the interest held by the Council in the site.
20. That the applicant shall satisfy the Council that sufficient funds are available for both the payment of Capital Premium, interest and the undertaking and completion of the proposed development.
21. That the applicant and its 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 property outlined at No. 7 above, or any working areas or on any access points thereto.
22. That each party shall be responsible for their own professional fees arising in this transaction.
23. That all VAT payable and any Stamp Duty liabilities, on this transaction and any proposed development, shall be the responsibility of the applicant.
24. That any of the dates / time frames outlined above may be extended by the Executive Manager at his absolute discretion and all notices must be given in writing.
25. That the above agreement is subject to such additional terms and conditions as the Law Agent deems appropriate.
26. No agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.

Paul Clegg
Executive Manager

DATE: 28 March 2019



24 Harcourt Road, 1 & 2 Richmond Street South.
 Dublin City Council to Charledev Properties DAC
 Disposal of Fee Simple

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



O.S REF
3263-20

SCALE
1:1000

DATE
21-03-2019

SURVEYED / PRODUCED BY
A-M Murphy

Dr JOHN W. FLANAGAN
 CEng FIEI FICE
CITY ENGINEER

INDEX No | **FOLDER No** | **CODE** | **DWG No** | **REV**

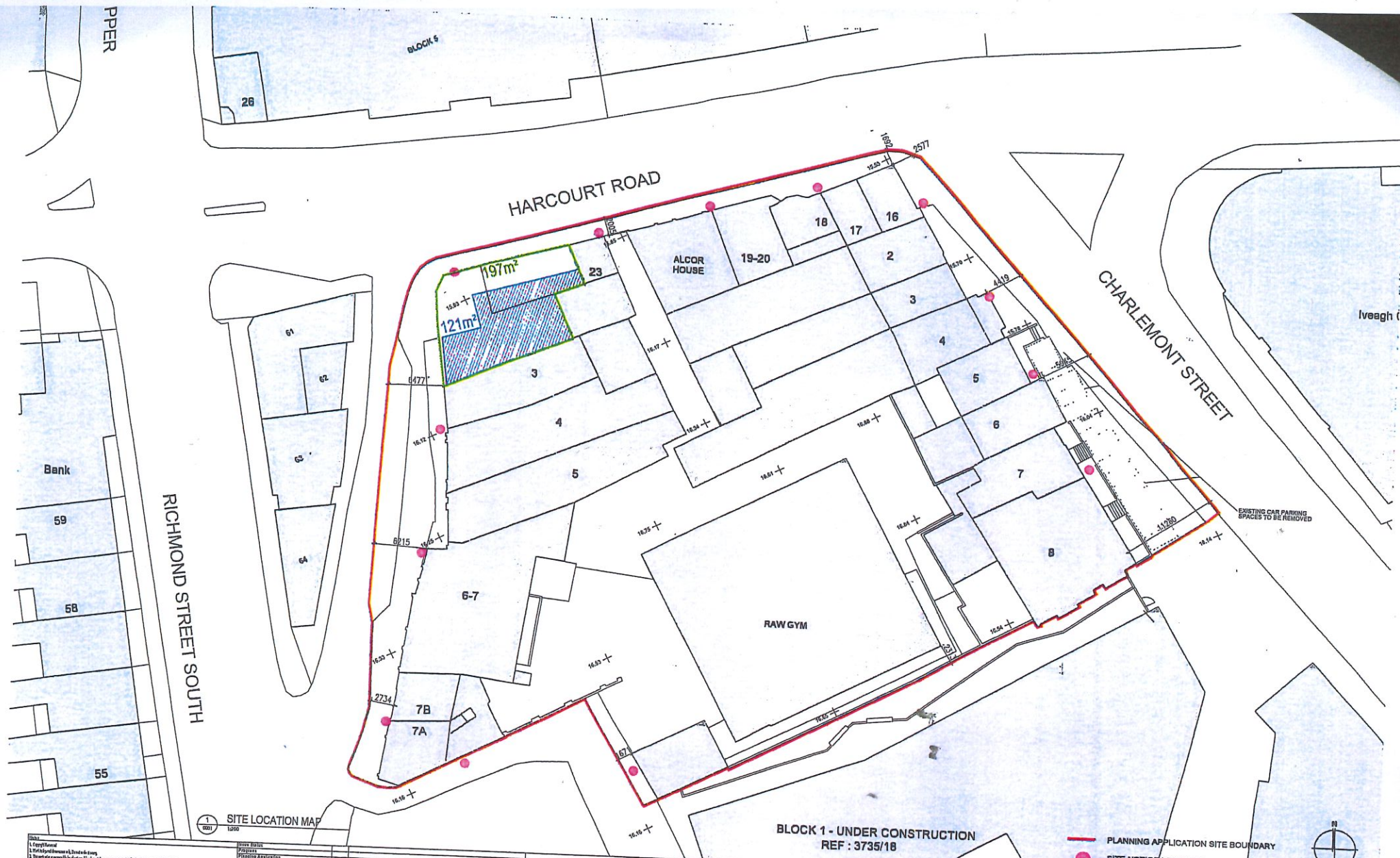
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THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE

SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED *Thomas Curran 21/03/2019*
THOMAS CURRAN
 ACTING MANAGER LAND SURVEYING & MAPPING
 DUBLIN CITY COUNCIL

INDEX No.
SM-2019-0207



SITE LOCATION MAP
1:2000

- 1. Copy of the Planning Application Form
- 2. A copy of the Planning Application Form and the Planning Application Form
- 3. A copy of the Planning Application Form and the Planning Application Form
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| NO. | DATE | DESCRIPTION | BY | CHECKED BY |
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— PLANNING APPLICATION SITE BOUNDARY
● SITE NOTICE LOCATION

HARCOURT PLACE

EXISTING SITE PLAN

Drawn by: [Name]

Checked by: [Name]

Date: 12/12/18

Scale: 1:2000

Project: [Name]

Client: [Name]

Site: [Name]

Drawn: [Name]

Checked: [Name]

Date: 12/12/18

bkdarchitects
BUNN-KENNEY DOYLE

