



With reference to the proposed disposal of a site at 24 Harcourt Road and 1 & 2 Richmond Street South to Charledev Properties DAC

Dublin City Council holds the freehold in the site shown outlined in red on Map Index No. SM-2019-0207. Charledev Properties DAC (the applicant) hold lands immediately adjoining the site and recently applied to purchase the Council owned site and to incorporate it into a larger development (Planning application 4628/18 refers).

The Housing and Residential Services Department has advised that the site is not suitable for its purposes and it is proposed therefore 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 which are considered to be 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) was 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. 62060001, 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 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 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.

The site to be disposed of was vested in 2003 under the Derelict Sites Act 1990. 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 South East Area Committee at its meeting on 8th April 2019.

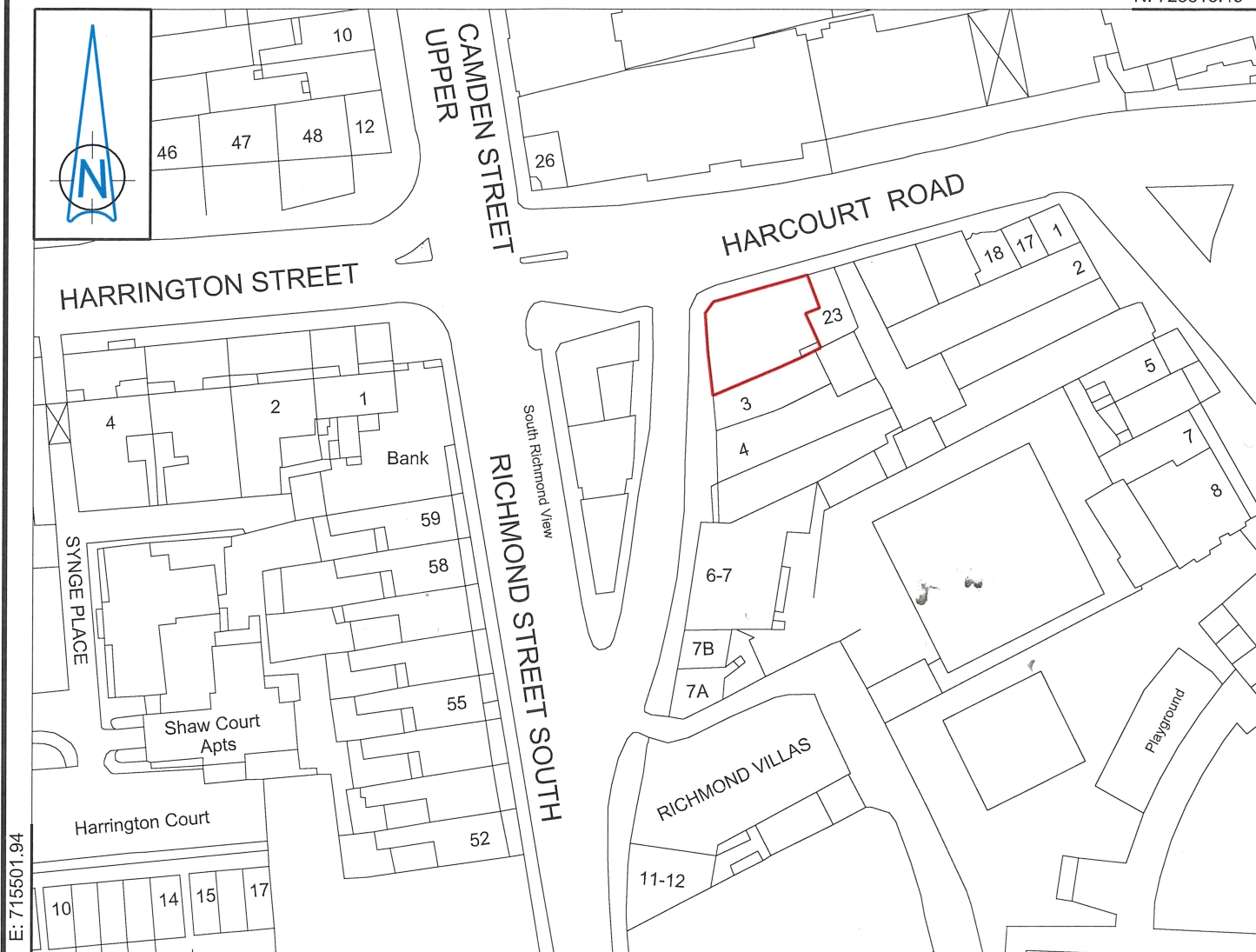
This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

Resolution to be adopted

"That Dublin City Council notes the contents of Report No. 164/2019 and assents to the proposal outlined therein".

Paul Clegg
Executive Manager

Dated: 15th April 2019.



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24 Harcourt Road, 1 & 2 Richmond Street South.

Dublin City Council to Charledev Properties DAC

Disposal of Fee Simple



Comhairle Cathrach
Bhaile 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

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

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No

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FILE NO

SM-2019-0207-0204- C3 - 001 - A.dgn

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SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED

THOMAS CURRAN

ACTING MANAGER LAND SURVEYING & MAPPING
DUBLIN CITY COUNCIL

INDEX No.

SM-2019-0207