

29/11/2019

To the Chairperson and Members of  
The Central Area Committee

Meeting: 10/12/2019

Item No:

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**With reference to the proposed disposal of the fee simple in a site at Berkeley Place/Berkeley Street (James McSweeney House), to Cabhru Housing Association Services.**

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In 1982, Dublin City Council granted a lease of the above site to the Catholic Housing Aid Society (currently known as the Cabhru Housing Association Services), for a term of 99 years, to facilitate construction of senior citizens accommodation. Cabhru Housing Association Services now propose to redevelop this site and have secured planning permission for 35 apartments and a community room (Planning ref.3893/18). Funding of up to 70% of costs for this development will be sought under the Capital Advance Leasing Facility, the outstanding balance will be sought from the Housing Finance Agency or a private lender. In order to secure private funding, full ownership of the site will be required by Cabhru Housing Association Services.

It is therefore proposed to dispose of Dublin City Councils fee simple interest in the site to Cabhru Housing Association Services, the purchaser, subject to the following terms and conditions, which the Chief Valuer considers fair and reasonable:

1. The subject property at Berkeley Street, Dublin 7 shown outlined in red on the attached indicative map SM-2019-0989
2. The Council shall dispose of the fee simple title in the subject property under the terms of the Low Cost Sites Scheme for the delivery of social housing.
3. The subject property is currently held by the purchaser under a 99 year lease. At completion of the fee simple disposal the purchaser will furnish Dublin City Council with a Deed of Surrender of their leasehold interest in the subject property shown outlined red on the attached map Index No. SM-2013-0897.
4. The disposal price shall be the sum of €4,445 (four thousand, four hundred and forty five euro) plus VAT (if applicable). This equates to €127 (one hundred and twenty seven euro) per residential unit permitted by planning permission.
5. The title shall be transferred to the purchaser subject to a Building Covenant.
6. There is an inhibition on the title that the subject property can only be used for social housing purposes.
7. The Development shall comply with the planning permission granted, Planning Ref 3893/18 and all other necessary statutory approvals/regulations.

8. The development must be fully completed and made fit for occupation within 36 (thirty six) months of the transfer of title.
9. The purchaser shall satisfy the Council that it has adequate public liability and employer's liability insurance and shall indemnify the City Council against any claims for compensation that may be made arising from its usage of the site. The current levels of insurance are €6.5 million public liability insurance and €13 million employer's liability insurance.
10. The purchaser shall insure the buildings during construction against fire and all other insurable risks with an approved insurance company and pay all necessary premiums. The insurance shall be in the joint names of the parties and will be for such an amount as will provide cover for full reinstatement values of so much of the buildings as is erect at any time together with a sum for professional fees and removal of debris charges.
11. All roads and footpaths works shall be completed to the written satisfaction of Dublin City Council.
12. The Council shall have 100% nomination rights to all of the units constructed on site.
13. The Council shall enter into a Payment and Availability Agreement, a Capital Advance Agreement and a Continuation Agreement with the purchaser.
14. Should the subject property cease to be used for social housing purposes at any stage, then the units will revert free of charge to Dublin City Council.
15. Should the purchaser not proceed with the development or complete the development within the agreed timeline that the benefit/ownership of the planning permission, design of the scheme and certification shall transfer, free of charge, to the Council.
16. In the case where Cabhru Housing Association Services, Approved Housing Body is obtaining a loan from the Housing Finance Agency (HFA)/Private Financial Institution to finance the development of the site and the transfer to the Approved Housing Body is subject to a building covenant, step-in arrangements will need to be provided to the HFA/ Private Financial Institution, should the Approved Housing Body not be in a position to comply with the building covenant.
17. In the event of the Approved Housing Body going into bankruptcy or insolvency, Dublin City Council reserves the right to take possession of the site and all of the housing units (partially completed or otherwise) at no cost to the Council. This condition applies except in the case where the Approved Housing Body has entered into a mortgage with a private financial institution, for the purpose of financing development of the site.
18. The purchaser shall be liable for the payment of VAT and/or Stamp Duty should any such payments arise from this disposal.
19. Each party shall be responsible for their own legal fees and professional fees.
20. The purchaser shall not sell, assign, sublet or part with possession of the property or part thereof without obtaining the written consent of the City Council, with the exception of tenancy and licence agreements with tenants or licensees for supported housing.
21. This proposal is subject to the necessary approvals and consents being obtained.

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 Dublin City Councils Law Agents in their 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  
Executive Manager

29/11/2019  
Date