



With reference to the proposed grant of a lease of a site at Shaw Street, Dublin 2 and the grant of a Building Licence at same address to the Peter McVerry Trust CLG

At the request of Housing and Community Services it is proposed to grant a Building Licence and lease of a Council owned site at Shaw Street, Dublin 2 to the Peter McVerry Trust CLG (The Lessee).

The Chief Valuer has reported that agreement has now been reached with the Lessee, subject to the following terms and conditions:

1. That the subject property comprises a site with derelict industrial building, which is shown outlined in red on the attached map Index No. SM-2018-0177.
2. That the subject property is to be disposed of under a 31 (thirty-one) year lease from Dublin City Council to the Lessee commencing from date of occupation.
3. That the Lessee shall lodge a planning application to develop 12 (twelve) residential units.
4. That the market rental value shall be the sum of €205,000 (two hundred and five thousand euro) per annum abated to €1,000 (one thousand euro) per annum (plus VAT if applicable), exclusive of all outgoings, provided the property is used for social housing only.
5. That the lease will provide for five year rent reviews:
 - I. That the passing rent will be reviewed to Current Market Rent
 - II. That the abated rent will be reviewed in line with changes in Consumer Price Index.
6. That the leased area shall be used solely by the Lessee for the purpose of providing social housing. In the event of it ceasing to be used for such purposes the abated rent shall revert to full market rental value (plus VAT if applicable), payable quarterly in advance to Dublin City Council.
7. That the Lessee shall be responsible for the payment of all outgoings including rates, taxes, electricity, insurance, waste, water and any other charges that may become due on the leased area during the period of the lease.
8. That the Development will be funded through the Capital Assistance Scheme (CAS). That the Development must be fully completed and made fit for occupation within the time frame agreed between the Executive Manager, Housing and Community Services and the Lessee.
9. That the Lessee and its contractor and professional team shall be permitted to enter onto the subject property under a 12 months Building Licence agreement, on standard terms to be agreed, for the purposes of commencing the approved development.

10. That the Lessee shall indemnify the Council against all claims as a result of their use and occupation of the demised property and shall arrange for insurance cover as follows: Public Liability Insurance (minimum of €6.5 million) and Employers Liability insurance (minimum of €13 million).
11. That the Lessee 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.
12. That the Council shall have 100% nomination rights to all of the units within the Development.
13. That the premises shall be used as a supported housing facility.
14. That the premises shall not be used as a drug treatment centre or drug rehabilitation services at any time during the term.
15. That a charge in favour of Dublin City Council for the Capital Assistance Scheme (CAS) shall remain on the title for a term of 31 years. The Lessee shall comply in full with the Deed of Mortgage in respect of the CAS charge.
16. That in the event of the Lessee's bankruptcy or insolvency, Dublin City Council reserves the right to take possession of the property and all of the units, (partially completed or otherwise), at no cost to the Council, save in the case of a financial institution which has entered into a mortgage with the Lessee subject to and with the burden of the Capital Assistance Scheme Charge.
17. The Lessee shall at all times comply with all Health & Safety legislation and any other relevant legislation including the Waste Management and Litter Pollution Legislation.
18. That the Lessee shall at all times ensure the building is kept in good condition, carry out all internal and external maintenance and repairs and shall not allow it to be used in such a way as to be a nuisance to the public or to the owners or occupiers of surrounding properties. In particular, they shall not allow undue noise or commotion to emanate from the building at any time.
19. That any signage if permitted shall be subject to Council approval and shall be in accordance with the specifications of the Council.
20. That the Lessee shall be prohibited from erecting any mast or hoarding on the leased area.
21. That the Lessee shall not carry out any alteration or development of the leased area or erect any structure or make any excavation without prior written consent of the Development Department of Dublin City Council and without receiving full planning permission where necessary.
22. That the sale or manufacture of intoxicating liquor shall not be permitted in or about the leased area and that the consumption of alcohol shall not be permitted in any communal area.
23. That the Lessee 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.

24. That in the event of the Lessee failing to comply with any of the terms, conditions, warranties, covenants or the obligations and stipulations herein contained or the association becoming dissolved or ceasing to exist, the Council shall revoke this Agreement by giving the Lessee notice in writing to that effect or unless otherwise stated in such Notice this agreement shall cease immediately upon such Notice having been given.
25. That the all roads and footpaths works shall be completed to the written satisfaction of the Council.
26. That the Lessee shall be liable for the payment of VAT or Stamp Duty should any payments arise from this disposal.
27. That the lease shall include any amendments and/or other conditions as are deemed appropriate by the Council or Law Agent.
28. That each party shall be responsible for their own legal fees.

The site to be disposed of was acquired from Rambler Properties.

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

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

This report was approved by the South East Area Committee at its meeting on 14th January 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 this report and assents to the proposal outlined therein”.

Dated: 21st January 2019

Paul Clegg
EXECUTIVE MANAGER



SHAW STREET, DUBLIN 2 - Lands at

Dublin City Council to Peter McVerry Trust CLG

Grant of 31 year lease



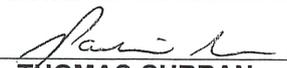
Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

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

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CITY ENGINEER

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