

27<sup>th</sup> June 2022

To the Chairperson and Members of  
the South Central Area Committee

Meeting: 20<sup>th</sup> July 2022

Item No:

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**With reference to the proposed disposal of lands at Braithwaite Street, Pimlico, Dublin 8.**

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An application has been received from Focus Housing Association CLG to acquire lands at Braithwaite Street, Pimlico, Dublin 8 to facilitate the construction of a residential development at this location. It's proposed that the site be developed in conjunction with adjoining lands for the provision of 49 social housing units for which planning permission (Ref.3548/20) has been granted.

It is therefore proposed that the site which is shown outlined in red on attached Map Index No.SM-2021-0041 be disposed of to Focus Housing Association CLG subject to the following terms and conditions which the Chief Valuer considers fair and reasonable:

1. That the subject property comprises a site at Braithwaite Street, Pimlico, Dublin 8, with an area of 440m<sup>2</sup> approx, shown outlined in red on attached Map Index No.SM-2021-0041.
2. That the Council shall dispose of the fee simple title in the subject property to the proposed purchaser, Focus Housing Association CLG, for the delivery of social housing.
3. That the subject property will be disposed of in its current condition and with vacant possession.
4. That the disposal price shall be the sum of €993,500 (nine hundred and ninety three thousand five hundred euro) plus VAT (if applicable) payable on lodgement of the commencement notice to the Planning Department.
5. That title shall be transferred to the purchaser subject to a Building Covenant for the construction of the development as permitted under Planning Reference 3548/20 for the construction of 49 residential units. The subject site of this disposal forms part of the overall development site outlined in Planning Reference 3548/20.
6. That there is an inhibition on the title that the subject property can only be used for social housing purposes.
7. That the development must be fully completed and made fit for occupation within 36 (thirty six) months from the date of the Section 183 approval by Dublin City Council. At the absolute discretion of the Executive Manager, Housing and Community Services there may be an option to agree an extension to the time-frame.
8. That 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 €6,500,000 public liability insurance and €13,000,000 employer's liability insurance.

9. That 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.
10. That all roads and footpaths works shall be completed to the written satisfaction of Dublin City Council.
11. That Dublin City Council shall have 100% nomination rights to all of the units constructed on entire site covered by the Planning Permission referenced at 5 above.
12. That the Council shall enter into a Payment and Availability Agreement, a Capital Advance Agreement and a Continuation Agreement with the proposed purchaser.
13. That should the subject property, in whole or in part, cease to be used for social housing purposes at any stage, then the units will revert free of charge to Dublin City Council, with due regard to the interest of a financial institution which has entered into a mortgage with the purchaser for the purpose of financing development of the site.
14. That in the case where the purchaser is obtaining a loan from the Housing Finance Agency (HFA) to finance the development of the site, the transfer to the purchaser will be subject to a building covenant and step-in arrangements to be provided to the HFA, should the purchaser not be in a position to comply with the building covenant.
15. That in the event of the purchaser 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), erected on the subject site, at no cost to the Council. This condition applies except in the case where the purchaser has entered into a mortgage with a private financial institution, for the purpose of financing development of the site.
16. That 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.
17. That the purchaser shall be liable for the payment of VAT and/or Stamp Duty should any such payments arise from this disposal.
18. That each party shall be responsible for their own legal fees.
19. That the purchaser shall not sell, assign, sublet or part with possession of the property or any part thereof without obtaining the written consent of Dublin City Council, with the exception of tenancy and licence agreements with tenants or licensees for supported housing.

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.

The disposal shall be subject to any such covenants and conditions as the Law Agent in her discretion shall stipulate.

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

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**Richard Shakespeare**  
**Assistant Chief Executive**

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**Date**