

**The Chairman and Members of
North West Area Committee.**

Meeting: 17th April 2018

Item No: 18

With reference to the proposed disposal of lands at New St. Margaret's Road, Ballymun, Dublin 11.

In 2012 Ballymun Regeneration Limited and Dublin City Council instructed Lisney to engage in a tendering process for the disposal of lands at new St. Margaret's Road, Ballymun, Dublin 11 on its behalf. The lands, which are considered surplus to requirements, are situated adjacent to IKEA and are zoned Retail Warehousing under Fingal County Council's current Development Plan.

Negotiations with the successful tenderer did not ultimately reach a successful conclusion. However a proposal which is considered acceptable was subsequently received from Decathlon Sports Ireland Limited in respect of a retail warehouse development. The proposed purchaser has negotiated a right of way from IKEA Ireland Limited over their access road in order to facilitate access to the subject site. The proposed disposal will be conditional on the formal granting of this right of way.

Accordingly, it is proposed that the lands which are shown outlined in red on attached Map Index No.SM-2018-0085 be disposed of to Decathlon Sports Ireland Limited subject to the following terms and conditions which the Chief Valuer considers fair and reasonable:

1. That the subject site is located at New St. Margaret's Road, Ballymun, Dublin 11 and is shown outlined in red on attached Map Index No.SM-2018-0085.
2. That the disposal price shall be the sum of €4,350,000 (four million, three hundred and fifty thousand euro) plus VAT, payable in the following manner:
 - a) 30% upon signing of the disposal contract which is conditional on receipt of satisfactory planning permission and grant of right of way by IKEA Ireland Limited (see terms 5 and 6 below);
 - b) 70% upon practical completion and transfer of Freehold title.

A 12% per annum interest rate shall apply to the late payment of any outstanding sums.

Not earlier than the date that is four weeks following exchange of binding contracts, Dublin City Council will enter into a building licence agreement with the purchaser.

3. That the proposed purchaser is Decathlon Sports Ireland Limited.

4. That Dublin City Council holds Registered Freehold Title.
5. That IKEA Ireland Limited shall grant the proposed purchaser a right of way over their access road to the west of the subject site and the proposed purchaser shall provide the Council with proof of this right of way prior to entry on site.
6. That the disposal is subject to the receipt of an acceptable planning permission for a retail warehouse development. The proposed purchaser (acting reasonably) shall be obliged to confirm in writing to the Council within 40 (forty) days of the date of final grant, that a planning permission received from the Planning Authority or An Bord Pleanala is acceptable or not to them. If a planning permission is notified to the Council as being acceptable, building works under the Building Licence Agreement must commence no later than 12 (twelve) weeks from the date of such notification.
7. That the proposed purchaser will lodge a planning application for the proposed scheme within 9 (nine) weeks of signing and exchanging the disposal contract. Failure to lodge a planning application within the stated period shall entitle the Council to rescind the contract on giving not less than 7 days written notice to Decathlon.
8. That the proposed purchaser shall be permitted to lodge a maximum of two comprehensive planning applications to the Planning Authority (where necessary) and two planning appeals to An Bord Pleanala in respect of the subject property.

The entitlement to lodge a second comprehensive planning application shall only arise if the Planning Authority refuses permission for the first application or if the proposed purchaser (acting reasonably) deems the grant of planning permission by the Planning Authority to be unacceptable. The second comprehensive planning application, if it occurs, must be lodged within 9 (nine) weeks of the date of the Planning Authority's final decision. The proposed purchaser (acting reasonably) shall be obliged to confirm in writing to the Council within 40 (forty) days of the date of final grant, that a planning permission received from the Planning Authority or An Bord Pleanala is acceptable or not to them. If a planning permission is notified to the Council as being acceptable, building works under the Building Licence Agreement must commence no later than 12 (twelve) weeks from the date of such notification.

9. That in the event that the Planning Authority or An Bord Pleanala refuses permission for the proposed development, or Decathlon Sports Ireland Limited (acting reasonably) deem a planning permission to be unacceptable or otherwise fail to comply with conditions 6 and/or 8 above, the Council and/or Decathlon shall have the right to rescind the contract on giving not less than 7 days notice in writing to the other party in which case all monies received will be returned, without the payment of interest.
10. That the proposed purchaser will be responsible for all costs in relation to the planning process.
11. That should the development not be practically complete within 18 (eighteen) months (as may be extended in cases of force majeure, strikes or adverse weather conditions which cause delay) following the grant of planning permission, Dublin City Council reserves the right to rescind the contracts and return all monies received to the proposed purchaser, without the payment of interest.

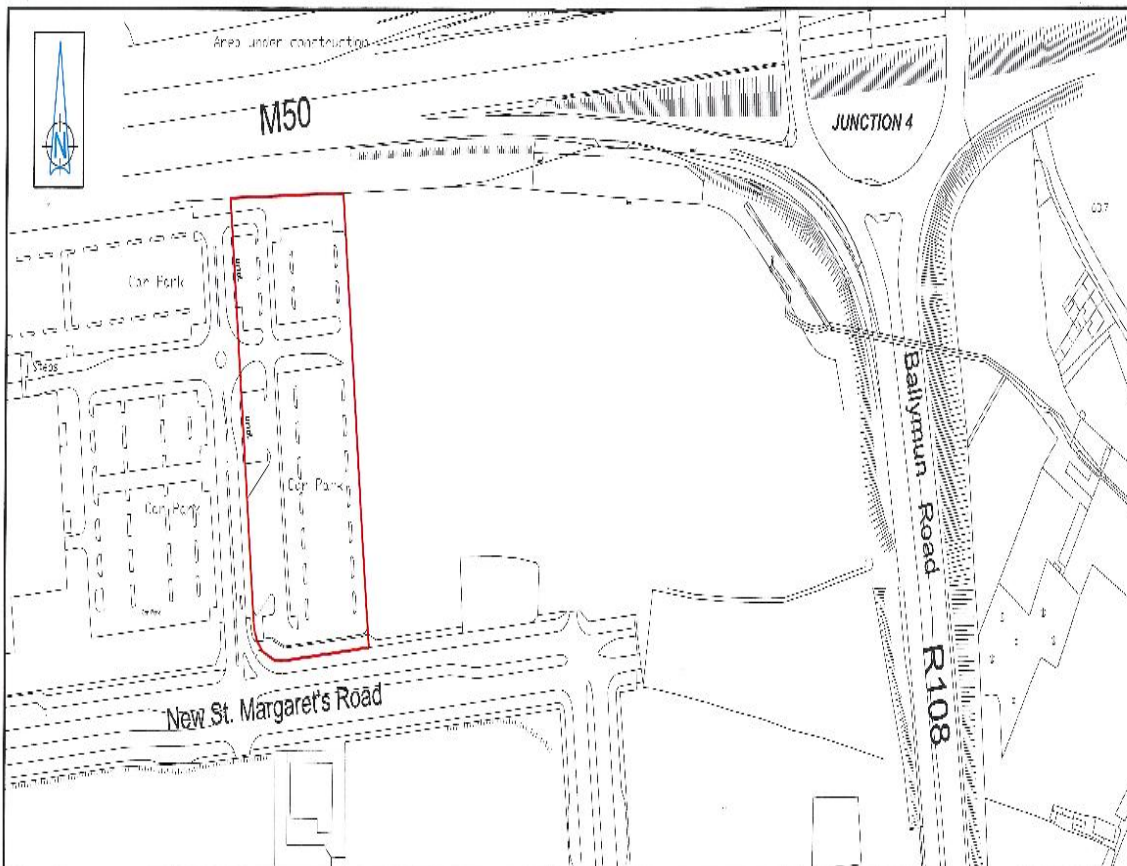
12. That Freehold title will be conveyed once practical completion has been certified. The developer will be allowed enter on the lands under a Building Licence Agreement, on standard terms (including appropriate insurances), following a final grant of planning permission.
13. That the Building Licence Agreement shall not be transferable save, if applicable, in the case of another Decathlon group company or a financial institution which has entered into a mortgage with Decathlon. The mortgage must be approved by the Council in writing and must have been entered into specifically for the purposes of the purchase and/or financing of the purchase and development of the site by Decathlon.
14. That the Ballymun Town Centre Facilities Charge shall apply to the site. The Ballymun Town Centre Facilities Charge means a contribution to the cost to DCC of providing the Ballymun Town Centre Facilities which the purchaser shall pay DCC, if demanded. It is a yearly sum of €2.69 per square metre of the gross floor area of the buildings from time to time erected on the site; calculated, in the first instance (but subject to revision thereafter under the terms of the transaction documentation), upon the Practical Completion of the development in accordance with the SCSl Code of Measuring Practice, such contribution to be CPI linked as provided in the transaction documentation.
15. That each party shall be responsible for their own costs and fees in this matter.
16. That this disposal is subject to Decathlon Board approval.

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

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

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

Richard Shakespeare
Assistant Chief Executive



NEW ST. MARGARET'S ROAD, BALLYMUN, DUBLIN 11 - Site at
 Disposal by Dublin City Council to Decathlon Sports Ireland Limited
 Map for Area Committee

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

Corhaile Cathrach
Ghaic Atr a Cliaith
 Dublin City Council

O.S. REF S188-28, 2131-B	SCALE 1:2000 @ A3	DATE 03-04-2016	SURVEYED / PRODUCED BY JMcGinn	FILE NO SM-2018-0085-0204-C3-002-A.dgn	INDEX No. SM-2018-0085-002
Dr JOHN W. FLANAGAN CEng FICl FICE CITY ENGINEER				APPROVED THOMAS CURRAN ACTING MANAGER LAND SURVEYING & MAPPING DUBLIN CITY COUNCIL	

THIS MAP IS CONFIDENTIAL TO ALL PERSONS EMPLOYED BY DUBLIN CITY COUNCIL AND IS TO BE DESTROYED UPON THE DEATH OF THE SURVEYOR, MAPPING AND DESIGNER UNLESS OTHERWISE APPROVED

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