

6/02/2019

To the Chairperson and Members of  
The Central Area Committee

**With reference to the proposed disposal of the fee simple in a property at 38-39 Bolton Street, Dublin 1 to the Arlington Novas Ireland Company Limited By Guarantee.**

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Arlington Novas Ireland Company Limited By Guarantee, an Approved Housing Body and registered charity, proposes to refurbish the property at 38-39 Bolton Street, Dublin 1 to provide 4 individual en-suite bedrooms with various communal facilities in each house, i.e. a total of 8 units of accommodation. The proposed accommodation will meet the housing needs of single persons or couples or families experiencing homelessness in accordance with Dublin City Council's Housing Allocations Scheme (generally referred to as The Scheme of Letting Priorities).

It is proposed to dispose of the City Council's fee simple interest in this property at 38-39 Bolton Street, Dublin 1, to Arlington Novas Ireland Company Limited By Guarantee, as shown outlined in red on the attached map index number SM-2018-0230, subject to the following terms and conditions, which the Chief Valuer considers fair and reasonable:

1. The City Council shall dispose of the fee simple in the subject property under the terms of the Low Cost Sites Scheme.
2. The purchaser shall lodge a planning application to refurbish / develop residential units (the "Development").
3. The disposal price shall be in the sum of €127 (one hundred and twenty seven euro) plus VAT (if applicable) per residential unit.
4. The Development shall comply with the planning permission granted and all other necessary statutory approvals.
5. The title shall be transferred when the development is completed to the written satisfaction of the City Council's Housing Department and the Mortgage Deed is executed.
6. The Development shall be funded through the Capital Assistance Scheme (CAS). The Development must be fully completed and made fit for occupation within the time frame agreed between the Executive Manager of Housing and Community Services and the purchaser.
7. The purchaser and its contractor and professional team shall be permitted to enter onto the subject property under a twelve month Building Licence agreement, on standard terms to be agreed, for the purposes of commencing the approved development.
8. The purchaser shall satisfy the Council that it has adequate public liability and employers 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.

9. 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. All roads and footpaths works shall be completed to the written satisfaction of the Council.
11. There is an inhibition on the title that the subject property can only be used for social housing purposes.
12. The Council shall have 100% nomination rights to all of the units constructed on site.
13. 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 subject to and with the burden of the Capital Assistance Scheme Charge.
14. A charge in favour of Dublin City Council for the CAS shall remain on the title for a term of 30 years. The applicant shall comply in full with the Deed of Mortgage in respect of the CAS charge.
15. In the event of the applicant's 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, save in the case of a financial institution which has entered into a mortgage with the purchaser subject to and with the burden of the Capital Assistance Scheme Charge.
16. 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.
17. Each party shall be responsible for their own legal fees.
18. The purchaser shall be liable for the payment of VAT or Stamp Duty should any payments arise from this disposal.

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 the Law Agent in his 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**  
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**Executive Manager**

**28/2/2019**  
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**Date**