## **BETWEEN:**

A: FITZWILLIAM DL LIMITED (company registration number 636001) having its registered office at 2<sup>nd</sup> Floor, Elm House, Leopardstown Office Park, Sandyford, Dublin 18, D18 YEK6; and

**B:** AN BORD PLEANÁLA of 64 Marlborough Street, Rotunda, Dublin 1.

## WHEREAS:

- 1. The Applicant is the registered owner of the property more particularly described in the Schedule 1 hereto ("**the Property**") and known as Lands at St. Michael's Hospital Car Park, Crofton Road, Dun Laoghaire, County Dublin, A96 TN26.
- 2. The Applicant has applied to An Bord Pleanála for a grant of planning permission ("**the Grant**") for a 102 no. unit 'Build to Rent' residential development and café at the Scheduled Property.
- 3. In summary, the development includes 102 no. apartments with a mix of one and two bedrooms: 80 no. (79%) 1-Bedroom and 22 no. (21%) 2-Bedroom apartments. Communal residential facilities in the form of a co-working/study space, gym, games area, lounge/kitchen area, and multi-purpose recreational space, alongside a reception, postal and waste storage areas (c. 363 sqm) enclosed roof terrace (c. 77.4 sqm) at Building 01. External amenity in the form of roof terraces at Building 01 and Building 02 and a central landscaped courtyard provide 765 sqm external open space, with an additional 681 sqm of publicly accessible open space. A total of 3 no. car share parking spaces (including 1 no. disabled space) and 176 no. bicycle parking spaces are provided, with an independently operated café at ground floor level of Building 01, adjacent to public open space at the northern elevation ("the Development").
- The Units to be constructed within the Development will comprise Build to Rent accommodation within the meaning of that phrase as detailed in the Department of Housing, Planning and Local Government ("the Department") "Sustainable Urban Housing: Design Standards for New Apartments: Guidelines for Planning Authorities" - March 2018 Publication.
- 5. An Bord Pleanála requires the Applicant to enter into a binding agreement to regulate the future use of Units in accordance with the Specific Planning Policy Requirements in this regard, as more particularly detailed in Schedule 2 to this Agreement ("the Conditions").

## PROVISIONS

In consideration of the grant by An Bord Pleanála of Planning Permission register reference [•] ("the Planning Permission") and specifically in compliance with condition [•] thereof, it is AGREED by the Applicant that the Units when constructed in compliance with the Planning Permission will be subject to the Conditions TO THE INTENT that the Conditions shall bind the Applicant for a period of 15 years from the date that practical completion of the Development is certified by the Applicant's

architect, or such lesser period as may be specified by any future change in applicable planning policy or guidelines.

SCHEDULE 1

("the Property")

ALL THAT AND THOSE the lands and hereditaments known as St. Michael's car park, Crofton Road, Dun Laoghaire in the County of Dublin held in fee simple and more particularly described in the deed of conveyance dated 19 November 2018 made between (1) Bridgeclip Developments Limited and 2) Fitzwilliam DL Limited and the subject of dealing number D2019LR009565R.

SCHEDULE 2 ("the Conditions")

For a period of 15 years from the date that practical completion of the Development is certified by the Applicant's architect:

- 1. The Units will be used as Build to Rent accommodation;
- 2. The Units shall be owned by an Institutional Entity;
- 3. No Unit shall be sold or rented separately to the remaining Units.

**NOW THIS INDENTURE WITNESSETH** that in consideration of the Grant of Planning Permission register reference [insert] and in compliance with condition [insert] thereof it is hereby **AGREED** and **DECLARED** as follows:-

Upon completion of the construction of the Development upon the Scheduled Property, the Build to Rent Accommodation Units shall be used residential accommodation and shall remain owned and operated by an institutional entity and furthermore no Build to Rent Accommodation Unit within the Development shall be sold or rented separately **TO THE INTENT AND PURPOSE** that this Agreement shall bind the Applicant for a period of 15 (fifteen) years from the date of practical completion of the Development.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

**PRESENT** when the Common Seal of **FITZWILLIAM DL LIMTED** was affixed hereto and this **DEED** was **DELIVERED**:

Director

Director / Secretary

SIGNED and DELIVERED as a **DEED** by: -

On behalf of: -AN BORD PLEANÁLA

In the presence of:-