

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 LIMITED** 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:-

DRAFT