

Draft/ AGREEMENT PURSUANT TO SECTION 47 OF THE PLANNING AND DEVELOPMENT ACT 2000 AS AMENDED AND CONCERNING THE SUSTAINABLE URBAN HOUSING DESIGN STANDARDS FOR NEW APARTMENTS GUIDELINES FOR PLANNING AUTHORITIES

This Agreement dated _____ 2020 is made by and between:

1. Joseph Costello (of 25 Coldwater Lakes, Saggart, Co. Dublin), Absolute Limousines Ltd (a company incorporated in the Republic of Ireland under company number 468236 and having its registered office at 25 Coldwater Lakes, Saggart, Co. Dublin) and Boherkill Property Development Ltd (a company incorporated in the Republic of Ireland under company number 631619 and having its registered office at Behan House, 10 Mount Street Lower, Dublin 2).
2. South Dublin County Council of County Hall, Tallaght, Dublin 24, D24 YNN5, the planning authority for the area in which the Development is located.

WHEREAS:

1. The Developer has applied for, and the Board has granted, permission for the Development the subject of this Agreement, subject to the conditions set out in the grant of permission.
2. The Developer is the owner of the lands the subject of the said application for, and grant of, planning permission.
3. The Development is a Strategic Housing Development at lands west of Old Belgard Road and north, south & west of Cookstown Road, Cookstown Industrial Estate, Tallaght, Dublin 24, which includes demolition of existing industrial units on the site and the construction of a mixed use development inclusive of 1104 no. 'build-to-rent' housing units.
4. It is a condition of the said permission, granted by the Board, that the Development shall remain owned and operated by an institutional entity and that this status shall continue to apply for a minimum period of 15 years from the date of the grant of permission. It is further a condition of the grant of permission that no individual residential Build to Rent units are to be sold or rented separately for that period.
5. The parties to this Agreement intend to comply with the requirements of Specific Planning Policy Requirement 7 of the Sustainable Urban Housing: Design Standards for New Apartments: Guidelines for Planning Authorities (dated March 2018) published by the Minister for Housing, Planning and Local Government pursuant to section 28 of the Planning and Development Act 2000, as amended.

6. In that regard, it is further a term of the grant of permission that the Developer shall enter into a formal agreement with the Council, pursuant to Section 47 of the Planning and Development Act 2000, as amended, that the Development shall remain owned and operated by an institutional entity and that this status shall continue to apply for a minimum period of 15 years from the date of the grant of permission and furthermore to enter an agreement that no individual residential Build to Rent units are sold or rented separately for that period.
7. The Developer enters the within Agreement pursuant to the conditions attaching to the grant of permission and for the purposes of complying with the aforesaid conditions.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions:

Board: An Bord Pleanála

Build to Rent Units: The units forming part of the Development intended for residential use.

Council: South Dublin County Council.

Developer: Joseph Costello, Absolute Limousines Ltd and Boherkill Property Development Ltd; and includes their successors and assigns.

Development: The Development is the proposed development at Lands west of Old Belgard Road and north, south & west of Cookstown Road, Cookstown Industrial Estate, Tallaght, Dublin 24, which includes demolition of an existing industrial unit on the site and the construction of a 'build-to-rent' housing development for which permission has been granted under planning reference [**insert planning application numbers**] and as further particularised in the plans and particulars lodged with the Board pursuant to the application for permission.

2. Covenants and agreements concerning the Development:

- 2.1 In consideration of the grant of permission for, and continued use of, the Development and in compliance with the conditions attaching to the grant of permission, the Developer hereby covenants, agrees and undertakes with the Council that:
 - (a) the Development shall remain owned and operated by an institutional entity and that this status shall continue to apply for a minimum period of 15 years from the date of the grant of permission, and
 - (b) no individual residential Build to Rent Units shall be sold or rented separately for that period.

2.2 The Council shall be entitled at any time during the said 15 year period, should it consider it to be appropriate, to register this Agreement as a burden on the title pertaining to the site of the Development and the Developer hereby assents to the registration of the said Agreement as a burden on the said Folio.

2.3 This Agreement is binding on the Developer, its successors in title and its assigns for the duration of the said 15 year period.

2.4 This Agreement shall cease to have effect at the end of the 15 year period.

PRESENT WHEN THE COMMON
SEAL OF THE DEVELOPER:
WAS AFFIXED HERETO

Witnessed by:

On behalf of South Dublin County Council:

Sealed: