

## Draft Agreement

**THIS AGREEMENT** is made this day of 2022

### BETWEEN

**DUBLIN CITY COUNCIL** having its Principal Offices in Civic Offices, Wood Quay, Dublin 8 (hereinafter called "**the Planning Authority**") of the one part; **and**

**THREE CASTLE INVESTMENTS LTD.** of 13 The Corn House, Distillery Lofts, Dublin 3 (hereinafter referred to as "**the Developer**") and which expression shall where the context so admits or requires includes its successors and assigns) of the other part.

### DEFINITIONS:

**IN THIS AGREEMENT** the words and expressions have where the context admits the meanings assigned to them as follows: -

- a. **Act** means the Planning and Development Acts 2000 – 2018;
- b. **BTR Units** means the [103] apartments consisting of [10] no. studio apartments [33] no. one-bed apartments and [60] no. two-bed apartments permitted by the Planning Permission and to be constructed on the Subject Land.
- c. **BTR Condition** means the condition of the Planning Permission that requires the Covenant.
- d. **BTR Guidelines** means the guidelines issued by the Minister for Housing, Planning and Local Government under Section 28 of the Planning and Development Act, 2000, in March 2018 entitled "Sustainable Urban Housing Design: Standards for New Apartments-Guidelines for Planning Authorities".
- e. **Covenant** means the agreement specified in condition number [insert number] of the Planning Permission in relation to the use of the BTR Units to be constructed on the Subject Lands in accordance with Specific Planning Policy Requirement 7 (a) contained at section 5.10 of the BTR Guidelines.
- f. **Development** means the development authorised by the Planning Permission.
- g. **Letter of Compliance** means a letter issued by the Planning Authority which confirms compliance with the BTR Condition in the form appended hereto.
- h. **Plan** means the plan appended hereto.
- i. **Planning Authority** means Dublin City Council or any authority which may hereafter succeed to its function of enforcing the planning obligations created by this Agreement

- j. **Planning Permission** means the final grant of planning permission granted bearing register reference number [ ] for permission to carry out the Development.
- k. **Subject Land** means the property intended to be known as Site at the Former Royal Oak Public House, Finglas Road & Old Finglas Road, Glasnevin, Dublin 11.

#### **RECITALS**

- A. Dublin City Council is a local authority for the purposes of the Local Government Acts 2001 – 2012 and the Planning Authority for the purpose of the Planning Acts for the area in which the Subject Land is situate.
- B. The Planning Authority granted the Planning Permission granted subject to [ ] conditions.
- C. The Planning Authority has adopted the BTR Guidelines.
- D. The BTR Condition requires the Developer to enter the Covenant.

#### **IT IS AGREED AS FOLLOWS:**

- 1. At the request of the Planning Authority and as required by the BTR Condition, the Developer covenants and agrees, as follows:
  - 1.1 the BTR Units, when constructed, will be owned by an institutional entity and operated by or on behalf of an institutional entity for a period of fifteen (15) years from the date of this Agreement; and
  - 1.2 during the period of fifteen (15) years referred to in clause 1.1 above, none of the BTR Units shall be sold separately on an individual basis other than to an institutional entity; and
  - 1.3 during the period of fifteen (15) years referred to in clause 1.1 above none of the BTR Units shall be rented separately other than for or on behalf of an institutional entity
- 2. The covenant and agreements at clause 1 above shall not affect the Developer satisfying its obligations pursuant to Part V of the Planning and Development Act 2000, in consultation with the Planning Authority.
- 3. The covenants and agreements at clause 1.1 to 1.3 shall not prevent the Developer from implementing or complying with the obligations of Multi Unit Developments Act, 2011.
- 4. The Planning Authority shall issue the Letter of Compliance promptly upon receiving the Agreement duly executed by the Developer.
- 5. The Developer agrees with the Planning Authority to give to the Planning Authority prompt written notice by recorded delivery at its principal place of

business of any change in the ownership of the Subject Lands occurring before the obligations under this Agreement have been discharged, such notice to contain details of the transferees full name and address (registered office if a company or usual address if not).

## **6. Termination**

This agreement shall terminate in the event that there is any amendment to or modification of the BTR Guidelines issued under Section 28 of the Planning and Development Act 2000, that no longer require the covenants entered into at clause 1 above.

## **7. Interpretation**

7.1 Reference in this Agreement to any recital, clause or paragraph is, unless the context otherwise requires, a reference to the recital, clause or paragraph in this Agreement so numbered.

7.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.

7.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

7.4 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

7.5 Any reference to an Act of the Oireachtas or any section of any such Act shall include a reference to any statutory modification, extension or re-enactment for the time being in force.

7.6 Headings which are included are for convenience only and are not intended to influence the interpretation of this Agreement.

**IN WITNESS WHEREOF** the Developer and Planning Authority have executed and delivered this Agreement on the date first written above.

**PRESENT** when the Seal of  
The Developer was affixed hereto:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**PRESENT** when the Common Seal of  
**DUBLIN CITY COUNCIL**  
was affixed hereto:

**Appendix  
Letter of Compliance**

**Appendix  
Plan**

Dated this     day of                             2022

BETWEEN/

**DUBLIN CITY COUNCIL**

One Part

-and-

**THREE CASTLE INVESTMENTS LTD.**

Other Part

**AGREEMENT**