

- 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 Former Chadwick's Site, Greenhills Road, Walkinstown, Dublin 12 which is delineated in red on the Plan.

RECITALS

- A. South Dublin County 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 [insert number] 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 or from disposing of the entire Development to a single entity.
- 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

- 6.1 Upon expiry of the period of fifteen (15) years referred to in clause 1.1 above, the Developer shall be discharged from its obligations under this Agreement in respect of the Development. Upon the written request of the Developer, the Planning Authority shall provide an acknowledgment in writing of the satisfactory compliance by the Developer with its obligations under this Agreement.
- 6.2 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 Act, 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
SOUTH DUBLIN COUNTY COUNCIL
was affixed hereto:

Appendix
Letter of Compliance

**Appendix
Plan**

