

**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 2021 is made by and between:

1. OSH Ventures Ltd, a company incorporated in the Republic of Ireland and having their registered office at 11 Sea Court, Loughskinny, Skerries, Co. Dublin.
2. Fingal County Council of County Hall, Main Street, Swords, County Dublin, 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 Porterstown Road, Kellystown, Clonsilla, Dublin 15 which includes the refurbishment of the existing Protected Structure (Former Clonsilla School - RPS No. 700) and the construction of a 'build-to-rent' housing development and includes 198 no. Build to Rent 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: Fingal County Council.

Developer: OSH Ventures Ltd and includes their successors and assigns.

Development: The Development is the proposed development at Porterstown Road, Kellystown, Clonsilla Dublin 15 which includes the refurbishment of the existing Protected Structure (Former Clonsilla School - RPS No. 700) 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 Fingal County Council:

Sealed: