

DEED OF COVENANT

THIS DEED is dated the _____ day of _____ 202

BETWEEN:

- (1) **GREEN URBAN LIVING N11 LIMITED** (formerly known as Snackbox Consultants Limited) (Irish company number 642604) having its registered office at Ely Business Centre, 22 Ely Place, Dublin 2, D02 AH73 (hereinafter called the “**Owner**” which expression shall where the context so admits or requires shall include its successors and assigns) of the one part;

and
- (2) **DÚN LAOGHAIRE-RATHDOWN COUNTY COUNCIL** of County Hall, Marine Road, Dún Laoghaire, Co. Dublin, A96 K6C9 (hereinafter called the “**Council**”) the other part.

WHEREAS:

- (A) The Owner is the beneficial owner of certain lands and premises at Loughlinstown, Co. Dublin currently forming part of Folio DN16061 and shown outlined in red on the map attached hereto (the “**Owner’s Property**”), having entered into a contract for sale to purchase same.
- (B) The Owner has applied to An Bord Pleanála for a grant of permission for a Strategic Housing Development on the Property with reference [] (the “**Application**”) comprising 256 no. Build-to-Rent apartments (comprising 105 no. one-bedroom units, 145 no. two-bedroom units and 6 no. three-bedroom units - and of which 25 no. units are designated to satisfy the Part V requirements of the Council) (the “**Residential Units**”), together with associated resident support facilities / resident services and amenities (totalling 946 sqm) and all associated ancillary accommodation (the “**Development**”).
- (C) An Bórd Pleanála requires the Owner to enter into a covenant with the Council to ensure that the Residential Units, once completed, for a minimum period of fifteen years, remain owned and operated by an institutional entity and that no individual Residential Unit within the Development be sold or rented separately.

OPERATIVE PROVISIONS:-

1. NOW THIS INDENTURE WITNESSETH that in consideration of the grant of permission in respect of the Application (once granted) the Owner hereby COVENANTS that, upon completion of the construction of the Development, the Residential Units shall be used as residential accommodation and shall remain owned and operated by an institutional entity and that no Residential Unit within the Development shall be sold or rented separately TO THE INTENT AND PURPOSE that this Deed shall bind the Owner for a minimum period of fifteen (15) years from the date of practical completion of the Development.
2. The Owner UNDERTAKES not to dispose of the Property without putting the proposed purchaser on notice of the terms of this Deed and to use reasonable endeavours to procure that the proposed purchaser executes and delivers to the Council a deed of adherence to the terms of this Deed.

Map

[attach map here]

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

<p>GIVEN under the Common Seal of GREEN URBAN LIVING N11 LIMITED and DELIVERED as a DEED:</p>	<div data-bbox="1177 367 1327 501" data-label="Image"></div> <hr data-bbox="1040 667 1321 672"/> <p>Director</p> <hr data-bbox="1040 907 1321 911"/> <p>Director/Secretary</p>
---	--

**[DÚN LAOGHAIRE-RATHDOWN COUNTY COUNCIL TO AFFIX ITS SEALING BLOCK
HERE]**