

Comhairle Chontae na Mí

Teach Buvinda, Bóthar Átha Cliath, An Uaimh,
Contae na Mí, C15 Y291

Fón: 046 – 9097000/Fax: 046 – 9097001

R-phost: customerservice@meathcoco.ie

Web: www.meath.ie

Uimhir Chláraithe: 00172770



Meath County Council

Buvinda House, Dublin Road, Navan,
Co. Meath, C15 Y291

Tel: 046 – 9097000/Fax: 046 – 9097001

E-mail: customerservice@meathcoco.ie

Web: www.meath.ie

Registration No.: 00172770

Our Ref: 00780

Housing Department

Direct Line: 046- 9097257

Loughglynn Developments Ltd
c/o Aidan Hora
Hora Property Consultants
8 Mount Street
Dublin 2

17th May 2024

"SUBJECT TO AGREEMENT/AGREEMENT DENIED"

AGREEMENT WITH THE PART V SOCIAL AND AFFORDABLE HOUSING REQUIREMENTS

OF THE PLANNING AND DEVELOPMENT ACT 2000-2022

SOCIAL HOUSING UNITS

Planning Permission Reference No. SH307244

The Developer: Loughglynn Developments Ltd

Number of Agreed Housing Units: 20

Council Purchase Price: €7,260.420 (including VAT)

Management Service Charge (if any) – See Schedule

Expected Completion Date: - See Schedule.

Dear Sir,

I refer to negotiations with Meath County Council ("the Council") regarding the requirements of Part V of the Planning and Development Act 2000-2022 in accordance with Condition number 20 of Planning Registered Reference SH307244 I understand that agreement has been reached between Meath County Council and The Developer in the following terms:-

- (1) Developer agrees to the acquisition by the Council or an approved Housing Body if nominated by the Council of 20 Housing Units for Social Housing at Grange End, Dunshaughlin, Co. Meath for the Council Purchase Price of €7,260,420 (inclusive of VAT) and subject to the Management Service Charge (if any) as specified in the Schedule hereto.
- (2) The Housing Units shall be constructed to the exact same design and specification and completed and fitted to the exact same standard as all the other Housing Units at Grange End, Dunshaughlin, Co. Meath and as set out in Meath County Council 'Specification for Standard Dwelling Layouts for Part V/Turnkey Units' dated 20th February 2024. Each unit to include a fully operational heating system, a fitted kitchen, a bathroom suite fully tiled, suitable and ready for occupation on completion and shall be provided by the Expected Completion Date or such other extension thereof as may be agreed with the Council.
- (3) Within thirty days of the Expected Completion Date, you shall cause to be forwarded to the Solicitors for the Council the following:
 - (a) Evidence of good marketable title of the site upon on which the Housing Unit is to be built;
 - (b) The standard Certification and Agreements that the Housing Unit is registered with the Home Bond Scheme administered by the National House Building Guarantee Company Limited or Premier Guarantee Scheme or any similar scheme acceptable to the Council.
 - (c) Standard Incorporated Law Society Contracts for Sale for the sale of (i) the fee simple in the Housing Unit site together with the granting or assignment of all

necessary estate easements in respect thereof or (ii) in the case of an apartment or managed property (where a leasehold is being offered to effect the Scheme at Relevant Location) a long leasehold marketable title in the site to the Council together with the granting or assignment of all necessary estate easements in respect thereof.

(d) Building Contracts in the format agreed between the Incorporated Law Society of Ireland and the Construction Industry Federation of Ireland (adapted where necessary to effect the Scheme at Relevant Location) but in accordance with the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 for the Construction of the Housing Unit.

- (4) That the prices set out in this letter for this housing unit is inclusive of VAT and not variable.
- (5) Each party will be responsible for its own legal costs and outlays in the matter.
- (6) The Council or nominated Housing Body will carry out an inspection and snag list for the Social units in the schedule hereto.
- (7) Please reply to this letter confirming agreement to the contents thereof by completing the Confirmation Agreement at the foot of this letter and returning same to the Council together with your Undertaking. Upon receipt thereof the Council, upon making the appropriate Chief Executive Order and subject thereto, will respond by way of open letter (i.e. waiving the disclaimers at the heading and

foot hereof) confirming that an agreement has been reached with regard to compliance with Part V of the Planning and Development Acts 2000 to 2022 as required by the Condition number 20 of Planning Registered Reference SH SH307244.

- (8) The agreement shall be deemed to be an agreement regulating the development or use of land within the meaning of Section 47 the Planning Development Act 2000 as amended and will apply to the lands the subject of the Planning Permission and must be complied with whoever implements the said Planning Permission and in the event of any change of ownership shall be notified to the Planning Authority.
- (9) VAT and Relevant Contract Tax (RCT) if applicable will be accounted for by Meath County Council as the Principal Contractor (for Tax Purposes) and VAT and RCT (if applicable and if demanded by the Revenue Commissioner) will be deducted ie and remitted to the Revenue Commissioners. An e-RCT1 form must be completed prior to closing to enable funds payments to be processed. Pursuant to the Council's liability to account directly to the Revenue Commissioners for the said taxes, the deposit and balance purchase monies shall be paid net of VAT and RCT (if applicable and if demanded by the Revenue Commissioner). The Council shall provide a Certificate setting out details of the said taxes deducted from such payments.
- (10) The Developer/Contractor/Vendor/Landowner where applicable, shall provide a valid up to date Tax Clearance Certificate issued by the Revenue Commissioners pursuant to Section 177 of the Finance Act 1995 As Amended by the Taxes Consolidation Act 1997 and shall furnish an up to date copy thereof during the conveyancing procedures at Contract Stage and at Closing Stage on housing unit the subject of this agreement.

FOR THE RECORD I would point out that the Council engage in discussions / correspondence with developers / applicants concerning their proposals for compliance with Part V on the basis that nothing is agreed until everything is agreed and that no agreement is deemed to be concluded until such time as a formal open letter issues from the Council confirming compliance with Part V in respect of a specified development under Condition number 20 of Planning Registered Reference SH307244 at Grange End, Dushaughlin, Co. Meath.

Yours faithfully,



Gerard Soady
Administrative Officer

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HOUSING REF: 00780

CONFIRMATION OF AGREEMENT

I / We hereby agree the terms of this letter setting and enclose herewith fully completed Undertaking in compliance with Conditions No. 20 thereof. Please arrange for the making of the appropriate Chief Executive Order approving the Agreement to the acquisition of 20 Social Housing Units and please issue the open letter confirming compliance with Part V in respect of the Condition Number 20 of Planning Registered Reference Reference SH307244 at Grange End, Dunshaughlin, Co. Meath as soon as possible.

Dated the 17th day of July 2024.

SIGNED by or on behalf of

the Developer in the

Presence of

Developer / or in the case of

Company by an authorised person

On its behalf*

*In the event of a person signing the on behalf of a Company his/her attention is referred to Section 38 of the Companies Act 1963 whereby any person expressly or impliedly acting under the authority of the Company in signing on behalf of a company shall bind the company and its successors and any person so signing will be deemed by the Vendor to have such authority

FILE REF: 00780 SCHEDULE
PLANNING PERMISSION REF: SH307244 - SOCIAL UNIT

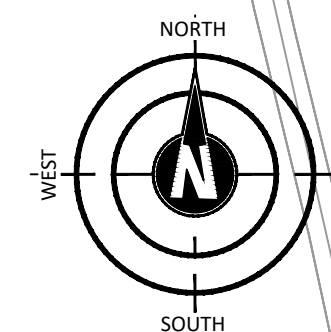
<u>Unit Type - House/Apartment including Number of Bedrooms</u>	<u>Unit No.</u>	<u>Address of Unit</u>	<u>Car Parking Space No. (if any)</u>	<u>Car Parking Space included in Price? (Yes/No)</u>	<u>Purchase Price (A) (INCLUDING VAT)</u>	<u>Mt. Service Charge</u>	<u>Mt Service Charge includes Property Insurance? (Yes/No)</u>	<u>Expected Completion Date of Unit</u>
3 Bed House Terrace	7	Grange Park Place, Grange Park, Dunshaughlin			€363,021.00			
3 Bed House Terrace	10	Grange Park Place, Grange Park, Dunshaughlin			€363,021.00			
2 Bed Apt	18	Grange Park Road, Grange Park, Dunshaughlin			€363,021.00			
2 Bed Apt	19	Grange Park Road, Grange Park, Dunshaughlin			€363,021.00			
2 Bed Apt	20	Grange Park Road, Grange Park, Dunshaughlin			€363,021.00			
2 Bed Apt	21	Grange Park Road, Grange Park, Dunshaughlin			€363,021.00			
2 Bed Apt	22	Grange Park Road, Grange Park, Dunshaughlin			€363,021.00			
2 Bed Apt	23	Grange Park Road, Grange Park, Dunshaughlin			€363,021.00			
2 Bed Apt	24	Grange Park Road, Grange Park, Dunshaughlin			€363,021.00			
2 Bed Apt	25	Grange Park Road, Grange Park, Dunshaughlin			€363,021.00			

2 Bed Apt		26	Grange Park Road, Grange Park, Dunshaughlin				€363,021.00				
2 Bed Apt		27	Grange Park Road, Grange Park, Dunshaughlin				€363,021.00				
2 Bed Apt		28	Grange Park Road, Grange Park, Dunshaughlin				€363,021.00				
2 Bed Apt		29	Grange Park Road, Grange Park, Dunshaughlin				€363,021.00				
2 Bed Apt		30	Grange Park Road, Grange Park, Dunshaughlin				€363,021.00				
2 Bed Apt		31	Grange Park Road, Grange Park, Dunshaughlin				€363,021.00				
2 Bed Apt		32	Grange Park Road, Grange Park, Dunshaughlin				€363,021.00				
2 Bed Apt		33	Grange Park Road, Grange Park, Dunshaughlin				€363,021.00				
2 Bed Apt		34	Grange Park Road, Grange Park, Dunshaughlin				€363,021.00				
2 Bed Apt		35	Grange Park Road, Grange Park, Dunshaughlin				€363,021.00				
							€7,260,420.00				

DIMENSIONS

UNLESS OTHERWISE STATED, DIMENSIONS SHOWN ARE IN METRES. NO DIMENSIONS TO BE SCALED FROM THIS DRAWING. ALL DIMENSIONS TO BE CHECKED BY THE CONTRACTOR ON SITE AND ANY DISCREPANCIES TO BE REPORTED TO THE ARCHITECT.

Agreed Part V Provision for overall development permitted under planning ref. ABP-307244-20
(20 no. units) shown coloured purple



~~Grangend Common~~

BLOCK F
18 - 35 GRANGE PARK ROAD
18 NO. 2 BEDROOM APARTMENTS
 Existing Hedgerow
 R125

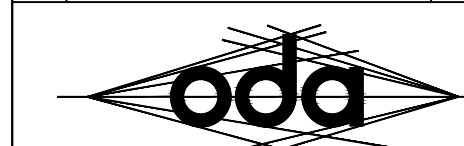
**2 NO. 3 BEDROOM TERRACED
HOUSES TO BE PROVIDED ON
SITE NO.'S 7 & 10 GRANGE PARK PLACE**

SITE LAYOUT (KEY) PLAN

Scale 1:1000

Cnoc Tiarnach

No.	Revision/Issue	Date



o'daly architects

1st Floor - Unit 13(B) - Mullaghboy Industrial Estate
Navan - County Meath - Tel: (046) 9021283
Mobile: (087) 0925233 - Email: ivan@odaly.ie



Client:

Loughglynn Developments Ltd.

Project Name and Address:
Proposed change of unit type from 2 no. apartment
blocks (blocks D & E) to housing at;
Grange End,
Dunshaughlin,
Co. Meath

Project Stage:

Planning

Drawing Name:

Part V Provision for Overall Scheme (1:1,000)

Drawn By:

lod

Scale:

1:1000 @ A1

Checked By	
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Date:

Drawing Number:

24020-PL-110