

Planning Department
Cork County Council
Ground Floor
County Hall
Carrigrohane Road
Cork
T12 R2NC

COMPLIANCE WITH S96 (PART V) PLANNING AND DEVELOPMENT ACT, 2000 AS AMENDED (“THE ACT”) APPLICATION BY CASTLE ROCK HOMES (MIDLETON) LTD FOR PLANNING PERMISSION BROOMFIELD WEST.

Date	7 th November 2023
Project	The proposed construction of 272 no. dwelling units including semi-detached homes, terraced homes, duplex style apartments and creche with community space.
Address	Broomfield, Midleton, Co. Cork

I am writing to note Castle Rock Homes Midleton Ltd.’s proposed approach to the fulfillment of the requirements of Section 96(Part V) of the planning act as it relates to the above development.

We would note that the information provided is only indicative at this stage and is intended to provide a reasonable assessment of the costs and values of the units noted. This information’s only purpose is to allow the planning application to proceed and will then be subject to change / agreement with the County Council upon submission of a commencement notice on the above site.

The figures and details provided on the following pages have been generated with regard Circular PL 10/2015 and Housing Circular 36/2015 and is to the level of detail as noted in this letter.

Under the Amendment to the Act and its accompanying Regulations that the final agreement with regard to Part V is dependent on:

- Receipt of a final grant of permission
- Ultimate site value at the time the Permission is granted.

Neither of the above is available at this time.

Castle Rock Homes Midleton Ltd propose to provide the required 10% of units in the development utilizing a mixture of 1 Bedroom apartments & 2 Bedroom Duplex's. The units are as follows:

No. of Units	Unit Type	Description	Unit Numbers	Cost per Unit
6	O,P,Q & R	1 Bedroom Apartment	265,266,267,268, 269 & 270	€279,580.64
6	M	1 Bedroom Apartment	2, 3, 7, 10, 25, 28	€303,238.07
4	N1 & N2	2 Bedroom Duplex Apartment	14, 15, 19, 22	€421,040.36
3	H	3 Bedroom End of Terrace	65, 114, 122	€527,624.33
8	G	2 Bedroom Terrace	77, 82, 83, 87, 88, 236, 240, 241	€407,889.63

The breakdown of the unit types is on the following page and details the costs and methodology of each unit type, we set out the figures as per Table 2 of Circular Letter 10/2015 as noted earlier.

Finally, I would wish to highlight that this information is being provided on a wholly without prejudice basis to comply with the Planning & Development Regulations in force at this time. The final details of any agreement with the Council regarding compliance with Part V, including agreements on costs and unit types will not be arrived at until after planning permission has been secured as is provided for under the Planning & Development Act 2000, as amended. I trust the above meets with your approval but if you require any additional information, please do not hesitate to contact me.

Regards,



Patrick Robertson MaArch DipArch
Operations Manager

Unit Type	1 Bedroom Apartment - Type O, P, Q & R (noting these units are rotated versions of similar unit)	1 Bedroom Apartment Type M	2 Bedroom Duplex Apartment Type N	3 Bedroom End of Terrace Type H	2 Bedroom Terrace Type G
Unit Size m ²	53 265,266,267,268, 269 & 270	55 2,3,7,10,25,28	87 14,15,19,22	114 65,114,122	85 77,82,83,87,88,236,240,241
House Numbers					
Unit Costs per Sqm					
Construction Costs	€ 3,546.25	€ 3,740.56	€ 3,234.25	€ 3,078.65	€ 3,156.78
Site Costs [Attributable]	€ 488.65	€ 488.65	€ 488.65	€ 488.65	€ 488.65
Abnormal Site Costs	€ 75.60	€ 75.60	€ 75.60	€ 75.60	€ 75.60
Site Purchase	€ 20.32	€ 20.32	€ 20.32	€ 20.32	€ 20.32
Sub-Total per sqm	€ 4,130.82	€ 4,325.13	€ 3,818.82	€ 3,663.22	€ 3,784.75
Cost Per Unit	€ 218,933.23	€ 237,881.92	€ 332,236.97	€ 417,606.60	€ 321,703.75
Builders Profit (10%)	€ 21,893.32	€ 23,788.19	€ 33,223.70	€ 41,760.66	€ 32,170.38
Development / Rail					
Contributions	€ 5,500.00	€ 5,500.00	€ 5,500.00	€ 5,500.00	€ 5,500.00
Gross Sub-Total	€ 246,326.56	€ 267,170.11	€ 370,960.67	€ 464,867.26	€ 359,374.13
VAT @ 13.5%	€ 33,254.09	€ 36,067.96	€ 50,079.69	€ 62,757.08	€ 48,515.51
Total per Unit inc VAT	€ 279,580.64	€ 303,238.07	€ 421,040.36	€ 527,624.33	€ 407,889.63
Total Units offered	6	6	4	3	8
Grant Total	€ 1,677,483.86	€ 1,819,428.43	€ 1,684,161.43	€ 1,582,873.00	€ 3,263,117.06

WARNING:

IT IS RECOMMENDED THAT THE WITHIN SHOULD NOT BE COMPLETED WITHOUT PRIOR LEGAL ADVICE

CONDITIONS OF SALE
2019 EDITION



PARTICULARS

and

CONDITIONS OF SALE

of

Broomfield, Midleton, County Cork

*SALE BY PRIVATE TREATY

*SALE BY AUCTION

to be held at

on the [●] day of [●], 20[●] at [●] o'clock

*Auctioneer:

*Address:

* Delete as appropriate

Vendor: Raymond Fitzgerald

Vendor's solicitor: McCourt Mullane Solicitors

Address: St. Mary's Road, Midleton, County Cork

Reference: 8945

We, Carl O'Mahony and Company Solicitors
of Parliament Building, 1, Sullivan's Quay
Cork, hereby certify that the within documents
are true copies of the originals.

Dated the 6th day of December 2022

PROPOSAL */ CIVIL PARTNER CONSENT (* delete as appropriate)

I, _____ being the spouse of the under-named Vendor hereby, for the purposes of Section 3 of the Family Home Protection Act 1976,* / being the civil partner of the under-named Vendor hereby, for the purposes of Section 28 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010, consent to the proposed sale of the Subject Property described in the within Particulars at the price mentioned below.

SIGNED by the said spouse */ civil partner
in the presence of:

MEMORANDUM OF AGREEMENT made this 30th day of MARCH 2020

BETWEEN Raymond Fitzgerald of Bloomfield House, Bloomfield East, Middleton, Co. Cork

Tax number

--	--	--	--	--	--	--	--	--	--

Tax number

--	--	--	--	--	--	--	--	--	--

Tax type _____

Tax type _____

("Vendor")

Nominated Email Address of Vendor's solicitor michael@mccourt Mullane.com

AND Castle Rock Homes (Middleton) Limited having its registered office at Scrahane, Enniskeane, County Cork

Tax number

--	--	--	--	--	--	--	--	--	--

Tax number

--	--	--	--	--	--	--	--	--	--

Tax type _____

Tax type _____

("Purchaser")

Nominated Email Address of Purchaser's solicitor

whereby it is agreed that the Vendor shall sell and the Purchaser shall purchase in accordance with the annexed Special and General Conditions of Sale the Subject Property described in the within Particulars at the Purchase Price mentioned below.

REMINDER
Where
appropriate,
Vendor
should
insert an
appropriate
VAT Special
Condition 3

Purchase Price €

Closing Date: See Special Conditions

less deposit €

Interest Rate: 7 per cent per annum

Balance €

SIGNED

[Signature]

(Purchaser)

SIGNED

Raymond Fitzgerald

(Vendor)

Witness

[Signature]

Witness

Susan Fitzgerald

Occupation

Director

Occupation

Address

APT 140 THE
SCRAHANE ESTATE
EGLETON ST CORK

Address

Bloomfield House
Middleton

(For
sale
by
auction)

As stakeholder I/we acknowledge receipt of bank draft/cheque for € _____ in respect of deposit.

SIGNED _____

PARTICULARS AND TENURE

ALL THAT AND THOSE the lands comprised in Folio 47831F of the Register County of Cork situate at Broomfield in the Barony of Imokilly, Co. Cork TOGETHER WITH ALL THAT AND THOSE that part of the lands comprised in Folio CK38829F being plots numbered 6, 201 and 139 comprising circa 52 acres or thereabouts statute measure.

HELD

Local Property Tax (LPT) property ID number (where applicable)

DOCUMENTS SCHEDULE

1. Copy Folio with File Plan Folio CK47831F.
2. Copy Folio with File Plan Folio CK38829F.

SEARCHES SCHEDULE

1. Official Search in the Registry of Deeds on the Index of Names only for all acts affecting the Subject Property by the Vendor from the day of

and

SPECIAL CONDITIONS

1. Save where the context otherwise requires or implies or the text hereof expresses to the contrary, the definitions and provisions as to interpretation set forth in the within General Conditions shall be applied for the purposes of these Special Conditions.
2. The said General Conditions shall:
 - (a) apply to the sale in so far as the same are not hereby altered or varied, and these Special Conditions shall prevail in case of any conflict between them and the General Conditions
 - (b) be read and construed without regard to any amendment therein, unless such amendment shall be referred to specifically in these Special Conditions.
3. *Attach/insert the current recommended format of VAT special condition (available on www.lawsociety.ie) amended as appropriate.*

3.(a) In this Special Condition:

"VAT" means Value Added Tax,

"VAT Act" means the Value Added Tax Act 1972, (as amended) and related VAT regulations,

"Interest" has the meaning attributed to an "interest" in Section 4(1)(b) of the VAT Act,

"Economic Value" has the meaning attributed to that term in Section 4(3A)(d) of the VAT Act and

Assignment, "Surrender" and "Immovable Goods" have the meanings attributed to those terms by Section 1 of the VAT Act.

(b) Subject as may be provided in any other sub-clause of this Condition 3, the purchaser shall pay to the Vendor the amount of any VAT as shall be exigible in relation to the Sale, same to be calculated in accordance with the provisions of the VAT Act and the Purchaser shall pay this amount to the Vendor on the later of the completion of the Sale or where an invoice is required to be issued by the Vendor in accordance with the provisions of the VAT Act on delivery of such invoice to the Purchaser.

(c) In the case where the sale is by way of Assignment of Surrender of an Interest in Immovable Goods and the Purchaser is a person referred to in one or more of (a), (b) or (c) of Section 4(8) of the VAT Act, which status the Purchaser hereby warrants to the Vendor, the Provisions of Special Condition 3(b) shall not apply and the following provisions shall apply:

(i) The Purchaser shall account for any VAT arising in relation to the Assignment or Surrender to the Revenue Commissioners in accordance with Section 4(8) of the VAT Act. The Purchaser

shall indemnify and keep indemnified the Vendor against any loss, cost or liability which arises from the Purchaser failing to account for VAT in accordance with this obligation.

(ii) The Vendor and Purchaser hereby agree that the VAT valuation of the Interest the subject of the Sale, being the amount on which the VAT shall be accounted for to the Revenue Commissioners by the Purchaser in accordance with Section 4(8), shall not be less than Economic Value of that Interest. The Vendor shall prior to the Date of Sale make available to the Purchaser such information as shall reasonably be requested by the Purchaser for the purpose of determining the Economic Value of the Interest the subject of the Sale. The Purchaser shall indemnify and keep effectually indemnified the Vendor against any loss, costs or liability (including the amount of any repayments of VAT which the Vendor is required to make to the Revenue Commissioners in respect of VAT previously recovered or reclaimed by the Vendor) which arises from the Purchaser seeking to attribute less than the Economic Value to the VAT valuation of the Interest being disposed of by virtue of the Sale.

(d) If the Sale is by way of the grant of a lease and Section 4A of the VAT Act could apply thereto, the Vendor shall as a condition of completion of the Sale Process to a decision of the Revenue Commissioners an application to have the provisions of that Section applied to the Sale provided that the Purchaser shall have furnished a VAT form 4A (completed with lessees' details and signed by the Purchaser) on or before the Date of Sale or such the Vendor may expressly agree in writing. The Provisions of this Special Condition 3(d) shall be of no further effect if the Purchaser shall fail to furnish the VAT Form 4A at the time and in the manner aforesaid. The Purchaser hereby warrants that any information provided for the purpose of making an application under Section 4A of the VAT Act shall be true and accurate. Where authorisation is granted by the Revenue Commissioners under that Section for the purpose of the the Purchaser shall not be required to pay the Vendor the amount of VAT exigible in relation to the sale and the Vendor shall deliver to the Purchaser an Invoice prepared in accordance with Section 17 and Section 4A of the VAT Act. Where authorisation is refused by the Revenue Commissioners for the purpose of the sale the provisions of Special Condition 3(b) shall apply without further reference without further reference to this Special Condition 3(d).

(e) If the Sale is by way of the grant of a lease and Section 4A of the VAT Act could apply thereto, the Vendor shall as a condition of completion of the Sale Process to a decision of the Revenue Commissioners an application to have the provisions of that Section applied to the Sale provided that the Purchaser shall have furnished a VAT form 4A (completed with lessees' details and signed by the Purchaser) on or before the Date of Sale or such later date as the Vendor may expressly agree in writing. The provisions of this Special Condition 3(d) shall be of no further effect if the Purchaser shall fail to furnish the VAT Form 4A at the time and in the manner aforesaid. The Purchaser hereby warrants that any information provided for the purpose of making an application under Section 4A of the VAT Act shall be true and accurate. Where authorisation is granted by the Revenue Commissioners under that Section for the purpose of the Sale the Purchaser shall not be required to pay to the Vendor the amount of VAT exigible in relation to the Sale and the Vendor shall deliver to the Purchaser an invoice prepared in accordance with Section 17 and Section 4A(4) of the VAT Act. Where authorisation is refused by the Revenue Commissioners for the purpose of the Sale the provisions of Special Condition 3 shall apply without further reference to this Special Condition 3(d).

4. The Vendors shall not be bound by the within Contract until same has been signed by them.
5. Title shall commence with and comprise the documents set out in the first schedule. Prior title shall not be called for.
6. The Purchasers are deemed to be aware of the boundaries and condition of the property and are deemed to have made such inspections as deemed necessary prior to contract. The Purchasers will satisfy themselves that the property abuts public roadway and services.
7. The Sale is subject to the zoning of the lands in sale as residential in the Cork Development Plan. The Purchaser will make a submission to have the full lands being the subject of this Contract zoned as residential under the upcoming Local Area Plan (LAP) review. If any Part of the lands being the the subject of this Contract are zoned residential in the upcoming LAP, the Purchaser will buy and pay for those lands under the terms of this agreement. The Purchase price will be i) the area of the lands zoned residential in that Plan divided by ii) the total area of the lands being the subject of this agreement multiplied by iii) the Purchase Price of €4,000,000.

The Purchaser will seek to have any lands not zoned residential in the upcoming LAP review zoned residential in the next review undertaken thereafter. The Purchaser will make a submission to have all the remaining unzoned lands being the subject of this Contract zoned residential in that LAP review. If any part of the lands are zoned residential in that LAP review then the Purchaser will buy and pay for those lands under the same terms and conditions as set out above. The above sales will close 21 days after the zoning as residential becomes legally enforceable.
8. If the said residential zoning is not adopted within eight years from the date hereof, then this contract will be at an end and the deposit will be returned to the Purchasers but without interest, compensation or otherwise.
9. The Vendor will permit the Purchasers to survey the property including to excavate trial holes prior to the signing of this contract upon condition that the surface is fully restored within 48 hours of any such excavation. The Purchasers, their servants and agents will be permitted to enter the lands in the course of the sale upon giving at least 24 hours of notice for the purpose of surveying and preparation of plans for their proposed development.
10. In addition to the purchase monies the purchaser will make a single one-off payment of €50,000 on the date of signing of the contract by way of compensation for inconvenience and disturbance caused during the sale.
11. The sale shall not be deemed closed until the Vendor's solicitors have received the entire purchase monies and any apportionment arising on closing by cleared effects, in account no.

18669034 at AIB Bank, Midleton, Co. Cork, (Clients' Account, McCourt Mullane & Co.)
IBAN: IE37 AIBK 934127 18669034.

12. The Purchaser will be given license to occupy the lands after close of sale until same are needed by the Purchaser for the Development.
13. Should additional lands which are owned by the Vendor be required to enable the development of the lands being the subject of this Contract through the need to improve the access roads or to extend the pumping station then the Vendor will transfer those lands to the Purchaser at no cost to the Purchaser. The Purchaser will do all works at its cost.
14. In the event that any of the lands are zoned recreational then in that event the Purchaser will purchase and pay for the lands zoned recreational at a price set by Sherry Fitzgerald Midleton at the time of zoning.
15. In the event of the Purchasers concluding the purchase of any of the lands the subject of this Contract then the Purchasers undertake to bring the roads and services to the boundary with the Vendor's retained land in a manner sufficient to facilitate the development of the Vendors retained lands.
16. The Law Society of Ireland General Conditions of Sale (2019 edition) apply, insofar as the same are not amended by the within Special Conditions, to the within Contract for Sale.