

ANGLICAN CHURCH OF LUXEMBOURG

CHURCH COUNCIL

Special meeting

Sunday 27 July 2014
12.30 pm, the Konvikt chapel

MINUTES

Present: The Rev'd Chris Lyon, Tania Buhr (Secretary), John Dimond, John Overstall, Philippa Seymour, Evelyn Sweerts, and Chris Vaudrey (Churchwarden).

1. Welcome

The Chaplain, as Chairperson, opened the meeting at 12.40 pm by welcoming everyone. All the Council members had been informed of this special meeting, a number were away on holiday, but three elected members were present. He circulated to those present the text of the proposed '*compromis de vente*' (in French), which included an extract from the '*plan cadastral*' (dated 17 July 2014), as well as cash-flow projections for 2014/15 and 2015/16 drawn up by Chris Vaudrey, the text of recent e-mail correspondence between Simon Norcross, Alain Devresse and Chris Vaudrey, and a diagram ("croquis") showing theoretically how the proposed building IMMO DPI was planning to construct would be placed on the existing site of the Vicarage and the neighbouring property, bearing in mind the City of Luxembourg's building regulations.

2. Apologies for absence

The Rev'd Andy Markey (Assistant Chaplain), Catherine Allen (Churchwarden), Lynn Barclay, Cheryl Fisher, Moira Hogg, Simon Norcross, Sarah Parkhouse (Treasurer) and Paul Townend.

3. Sale of the Vicarage – signing of the '*compromis de vente*'

The Chaplain explained that a decision to sell the Vicarage had been made in principle by the Church Council, a price had been established and there had been a good outcome to the negotiation as to the Church's tax situation. A clear strategy for future accommodation for offices/meeting space and for the Chaplain had been agreed. Satisfactory cash-flow projections for the next few years had been drawn up, and approval for the proposed sale had been obtained from the Diocesan Board of Finance. These elements were all in place. At the last discussion of the Church Council, questions had been raised about the '*compromis de vente*', and the Chaplain had asked Chris Vaudrey and Simon Norcross to clarify these issues with the lawyer. The Chaplain said that he felt confident that we could proceed to a signature of the '*compromis de vente*'. He personally was happy with the '*compromis de vente*' as it stood and was concerned about delaying matters any more, as there was a risk that DPI might then walk away from the deal. He would like to see the '*compromis de vente*' signed by the end of July or the beginning of August. He wanted to know whether the Council would approve a decision to sign the '*compromis de vente*'. He noted that Simon Norcross had circulated an e-mail to the Council on the previous day, stating the points which he considered needed to be addressed before the Church could formally sign the '*compromis de vente*'. These points had been replied to by Alain Devresse in an e-mail that morning (circulated to those present).

The ensuing discussion focused on

- the need to ensure that the site being sold included the '*jeu de quilles*' building, i.e. a total surface area of 6.87 ares;
- the ratio between our square meterage and that of the neighbour's site, as that would determine what percentage of the total land built on we would be paid for;
- the fact that if IMMO DPI were to obtain planning permission for our plot of 600 m² we would be paid the price of €1.25 million;
- the fact that the owner of the house next door to the Vicarage had signed a '*compromis de vente*' but that his sale had not yet gone through as we had not signed our '*compromis de vente*'; his deal could not proceed because of the '*jeu de quilles*' building belonging to us;
- the fact that a long-stop date of 18 months had now been added to the '*compromis de vente*';
- the lawyer had recommended adding a '*clause résolutoire*' to the effect that €1.1 million would be the lowest acceptable price, even though this had already been stated as part of the '*clause suspensive*';
- the need not to delay matters any further, because of the risk of losing the deal entirely.

The Chaplain suggested checking the number of ares specified for our site with the cadastral administration (i.e. 6.42 or 6.87 ares) and inserting the '*clause résolutoire*' recommended by the lawyer about €1.1 million being the lowest acceptable price. It was important that this was done within the next few days to avoid any further delay in signing the '*compromis de vente*'.

Chris Vaudrey explained the assumptions on which the cash-flow projections were based, including the need to vacate the Vicarage as soon as we had signed the '*acte authentique*' and the consequent need to rent or buy other accommodation before that. It had been assumed that a bridging loan would be needed.

Following this discussion and in the light of the cash-flow projections provided, the Council members present unanimously **agreed** to the proposed '*compromis de vente*' being signed.

The meeting was closed at 2.15 pm.