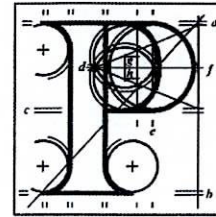


Our Case Number: ABP-314724-22



**An
Bord
Pleanála**

John and Josianne Bullows
17 Dartmouth Square
Dublin 6

Date: 26 January 2023

Re: Railway (Metrolink - Estuary to Charlemont via Dublin Airport) Order [2022]
Metrolink. Estuary through Swords, Dublin Airport, Ballymun, Glasnevin and City Centre to
Charlemont, Co. Dublin

Dear Sir / Madam,

An Bord Pleanála has received your second submission in relation to the above-mentioned proposed Railway Order and will take it into consideration in its determination of the matter.

The Board will revert to you in due course with regard to the matter.

Please be advised that copies of all submissions/observations received in relation to the application will be made available for public inspection at the offices of the relevant County Council(s) and at the offices of An Bord Pleanála when they have been processed by the Board.

More detailed information in relation to strategic infrastructure development can be viewed on the Board's website: www.pleanala.ie.

If you have any queries in the meantime, please contact the undersigned. Please quote the above mentioned An Bord Pleanála reference number in any correspondence or telephone contact with the Board.

Yours faithfully,



Niamh Thornton
Executive Officer
Direct Line: 01-8737247

Tel	Tel	(01) 858 8100
Glao Áitiúil	LoCall	1800 275 175
Facs	Fax	(01) 872 2684
Láithreán Gréasáin	Website	www.pleanala.ie
Ríomhphost	Email	bord@pleanala.ie

64 Sráid Maoilbhríde	64 Marlborough Street
Baile Átha Cliath 1	Dublin 1
D01 V902	D01 V902

Professor John Bullows
Mrs Josianne Deloire Bullows
17 Dartmouth Square
Dublin 6

An Bord Pleanála
64, Marlborough Street
Dublin 1

January 7th, 2023

Re: Metro Terminus

Case Reference Number: NA29N 314724

As owners of the property situated in 17 Dartmouth Square, we are writing regarding the proposed tunnel under our property. We are totally opposed to the metro running through and under our property. The power of the metro structure would destroy the integrity of our property, cause serious devaluation and have a gravely detrimental effect on our health.

TII accepted at an earlier Metrolink Meeting that the proposed metro could run under Carroll's Building which is not a residential building. Dartmouth Square is in a conservation area and all the properties are listed and protected.

We own 17 Dartmouth Square, house, gardens and access to the lane. We also own the ground rent in respect of these properties. We do not accept that the metro should run under our gardens, close to our home.

Furthermore, there are no amenities in the vicinity, no bus stops, no coach stops. To attempt to introduce them would create chaos. Also, Luas does not connect and the new Luas lift fitted with 4 hand rails accommodates at best 2 people with a bag. Cars and taxis cannot stop on the canal without create a serious danger for motorists, cyclists and pedestrians.

The logical location for the Metro Terminus is in St Stephen's Green where all the amenities, attractions, shopping and cultural activities are and where the metro lines can radiate further West.

The impact of the metro under our property would be devastating for us, for our home and for the other residents of Dartmouth Square. It would be inappropriate and prejudicial to position the metro directly behind Dartmouth Square and disastrous to run the tunnel through our property. The Metro Terminus needs to be positioned in St Stephen's Green where it should be.

Yours sincerely,

John and Josianne Bullows

Enc:
Land Registry Records
Registry of Deeds records
Vesting Certificate
2 Photographs of Property

Prof J Bullows

AN BORD PLEANALA	
LDG- <i>[Signature]</i>	ABP- _____
12 JAN 2023	
Fee: € _____	By: <i>[Signature]</i>
Time: <i>14.30</i>	

REGISTERED IN THE REGISTRY OF DEEDS, DUBLIN ^{at}

8 MINUTES AFTER 10 O'CLOCK ON THE 30th

DAY OF January 1978 BOOK 13 No. 128

Stanley at



A.S. DONALDSON



Chris Indenture

made the 15th day of

January One thousand nine hundred and seventy seven

BETWEEN KEITH M. MEARES and FREDERICK S. CHARTERS both

of 84, Harcourt Street, Dublin, Solicitors and HORACE

REGINALD HAROLD SHARPE of "Clouds Hill" Windgates Bray in

County of Wicklow (hereinafter called "the Lessors"

which expression shall include the person or persons for

the time being entitled to the reversion expectant on the

termination of this demise where the context so admits

of the one part and JOHN AIDAN BULLOWS and JOSIANE HORN

of 50 Leeson Park, Dublin 6 (hereinafter called "the

Lessees" which expression shall include their Executors

Administrators and assigns where the context so admits)

of the other part WHEREAS the Lessors are seized in possess-

ion in fee simple of the premises and hereditaments herein-

after mentioned subject to and charged with two perpetual

rent charges of Two hundred and fifty pounds and Twenty five

pounds per annum payable to the said Horace Reginald Harold

Sharpe WITNESSETH that in consideration of the sum of

Twenty Six thousand Pounds now paid by the Lessees to the

Lessors (the receipt whereof they do hereby acknowledge)

and of the rent and covenants on the part of the Lessees

hereinafter reserved and contained the Lessors according to

their respective estates and interests DO respectively

HEREBY DEMISE unto the Lessees by and with the consent of

the said Horace Reginald Harold Sharpe ALL THAT dwellinghouse

and premises now known as No. 17 Dartmouth Square situate

in the Parish of St. Peter and City of Dublin as the same

are delineated on the map hereto annexed and thereon edged

with a red line together with the right (in so far as the

Lessors have power to grant such right) of the Lessees and

3922
W.H.D.

aforesaid (either externally or internally) and that any such permitted erection or addition shall be erected only in accordance with plans and specifications previously approved (in writing) by the Lessors or their Surveyor. Notwithstanding the foregoing the Lessees shall be entitled with the consent in writing of the Lessors to convert the said premises into two or more self-contained flats and in so doing shall be entitled to erect on the messuage hereby demised an additional bathroom and kitchen for each self-contained flat forming part of the said premises.

6. THAT no alterations shall be made in the said dwellinghouse hereby demised which shall increase or diminish the height thereof or bring the front wall out of line with the other houses of the terrace of which the said dwellinghouse forms part.

7. WILL not use or permit to be used the said demised premises or any part thereof for the purpose of any trade or business whatsoever other than as commercial offices or as a private residence or self-contained residential flats and further that no permitted additional buildings office or garage hereafter erected on the said demised premises shall be converted into or used as a dwellinghouse or be in any manner used separately from the said dwellinghouse now standing upon the said demised premises.

8. WILL not do or permit or suffer to be done upon the premises any act or thing which shall or may be or become a nuisance damage or annoyance or inconvenience to the Lessors or their tenants or the occupiers of any of the adjoining or neighbouring houses or the neighbourhood.

9. WILL at the end or sooner determination of the said term hereinbefore granted quietly yield up the said demised premises together with all additions and improvements made thereto in the meantime and all fixtures which at any time during the said term shall be thereon in a good and tenantable state of repair and condition AND the Lessors hereby covenant with the Lessees that they the Lessors will indemnify the Lessees against any claims made under or in respect of any perpetual rent charges or annuities payable out of or in respect of

the hereby demised premises and that the Lessees paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on part to be performed and observed shall and may peaceably and quietly hold and enjoy the said premises hereby demised during the term hereby granted without any lawful interruption or disturbance from or by the Lessors or either of them or by any person or persons claiming under or in trust for them or either of them PROVIDED ALWAYS that if the rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for twenty one days after the same shall become due (whether legally demanded or not) or if the Lessees shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein contained and on their part to be performed or observed then and in any such case it shall be lawful for the Lessors or either of them or any person or persons duly authorised by them or either of them in that behalf into or upon the said hereby demised premises or any part thereof in the name of the whole to re-enter and the said premises peaceably to hold and enjoy thenceforth as if these presents had not been made without prejudice to any right of action or remedy of the Lessors in respect of any antecedent breach of any of the covenants by the Lessees hereinbefore contained.

The Lessors who retain possession of the documents specified in the Schedule hereto hereby covenant with the Lessees for the safe custody of the said documents for the production of same and for the delivery of copies thereof. It is hereby certified that the premises hereby devised are situate in the County Borough of Dublin. It is hereby further certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds £50,000. IN WITNESS whereof the parties aforesaid have hereunto set their hands and affixed their seals the day and year first herein written

SCHEDULE

Date	Parties	Nature of Document
1890 June 28th.	William Thomas Poe and Alfred Edward Darley first part William Thomas Poe and Alfred Edward Darley second part Henry Sharpe third part.	Convey- ance
1934 Dec. 28th	Arthur Francis Freeman to Horace Reginald Harold Sharpe	Conveyance of rent charge £250
1934. Dec. 28th	Arthur Francis Freeman to Horace Reginald Harold Sharpe	Conveyance of Rent Charge of £25

SIGNED SEALED AND DELIVERED

by the said Keith M. Meares
in presence of:-

Paul Whitsett
84 Harcourt Street
Dublin Solicitor.

Keith M. Meares

SIGNED SEALED AND DELIVERED

by the said Frederick S.
Charters in presence of:-

Ada Turnbull
84 Harcourt Street
Dublin
Solicitor

Frederick S. Charters

SIGNED SEALED AND DELIVERED

by the said Horace Reginald
Harold Sharpe in presence of:-

H R Sharpe

D. J. Clarke
Church Road, Graystone Co. Wearlow
Proc Commission

SIGNED SEALED and
DELIVERED by the
LESSEES in the
presence of

John Aidan Bullows

Morton
Josiah Morton

Walter Sturges
Seabright
17 Market St
Durham

The City of Dublin
Parish of St. Peter's

Grand Canal

Towing

Path

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Dartmouth
Square

South

B
Dartmouth Road

3922

Dated this day of 19

Keith M. Meares and Frederick
S. Charters and Horace Reginald
Harold Sharpe

ONE PART

AND

John A. Bullows and Josiane
Horton

OTHER PART

CLARLANN NA hIONOMHAS
[REGISTRY OF DEEDS]
13 128
B 30 EAN 1978 No.
BAILE ATHA CLIATH
[DUBLIN] 24

LEASE

PC. HOOKER & CO

MULIN INNETA TUGTHA
NA COMHIONANN
BAILE ATHA
15018

White & Meares,
Solicitors,
84, Harcourt Street,
DUBLIN 2.

06GR00648



Land Registry
GROUND RENTS SECTION Talún
BLOCK 1, FLOOR 1
IRISH LIFE CENTRE
LOWER ABBEY STREET
DUBLIN 1

LODGED BY:

JAMES A CONNELLY LC
SOLICITORS
13 ST ANDREWS STREET
DUBLIN 2

APPLICANTS: JOHN BULLOVS & JOSIEANNE DELOIRE (ORSE HORIZON)
PREMISES: 17 DART MOUTH SQUARE
DUBLIN 6

RE: LANDLORD AND TENANT (GROUND RENTS) (NO.2) ACT 1978

Your Ref: NPC/VA

RECEIPT

Date: 26-5-06.

Dear Sir/Madam

The above application is acknowledged, the following items have been received in connection with the above application:

1. **FEES**

Amount paid €30 () €65 () €105 () €195 ()

2. **FORMS**

Forms A () C () B () D ()

3. **TITLE DOCUMENTS**

- ☒ Photocopy of Lease
- ☐ Photocopy of Assignments to Applicants
- ☐ Photocopy of Fee Farm Grant
- ☐ Photocopy of Probate/Letters of Administration
- ☐ Photocopy of Assent
- ☐ Photocopy of Land Certificate
- ☐

Signed

V. Toomey
Tel: 8048468

IMPORTANT: DO NOT MISLAY THIS RECEIPT
OUR REFERENCE MUST BE QUOTED IN ALL COMMUNICATIONS
WITH THIS OFFICE.

AIB
Cheque No 506181 returned
herewith -
not signed.

Original Lease also
returned (copy of same
made)
By Registered post

Please clarify the
name of your client
Josieanne Deloire (Orse Horizon)
See copy of your letter
+ Copy Form B
Bearing the
Signature of
J. Deloire Bullous?

Landlord and Tenant (Ground Rents) (No. 2) Act, 1978

06GR00648

APPLICATION No:

VESTING CERTIFICATE

Whereas John Bullows and Josieane Deloire Bullows of 17 Dartmouth Square, Dublin 6, have made an application under Section 21 of The Landlord and Tenant (Ground Rents) (No. 2) Act, 1978, in respect of the property specified in Part I of the Schedule hereto and whereas the Property Registration Authority is satisfied that the applicants are entitled to acquire the fee simple in the said property:

Now therefore the Property Registration Authority in exercise of the powers conferred on it by Section 22 of that Act hereby vests the fee simple in the said property in the said applicants free from incumbrances and any intermediate interests.

The name and address of every party who prior to the making of this Certificate had a superior interest in the said property is set out in Part II of the Schedule hereto.

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds €127,000.

SCHEDULE**Part I**

The plot of ground with the premises thereon known as 17 Dartmouth Square, Dublin 6 situate in the Parish of Saint Peter and County of Dublin, the subject of a lease dated 25/09/1977, made between Keith M. Meares and Frederick S. Charters and Horace Reginald Harold Sharpe of the one part and John Aidan Bullows and Josieane Horton of the other part, for a term of 900 years from 01/02/1977 at a yearly rent of £15.00 (€19.05).

Part II

Reginald Harold Sharpe, Clouds Hill, Windgates, Bray, Co. Wicklow.

REGISTERED IN THE REGISTRY OF DEEDS (DUBLIN) AT 24
MINUTES AFTER 10 O'CLOCK ON THE 2ND DAY OF

February 2007

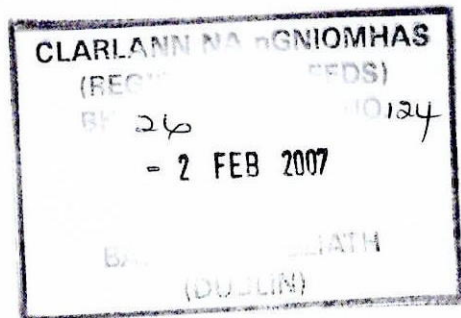
BOOK 26 NO. 124

Blasey for AR

Signed: 

An officer duly authorised under Section 25 of the above Act

Dated 24 January 2007



P/3622/07

JA Connolly + Co



