

Planning Department
Dún Laoghaire-Rathdown County Council
County Hall
Marine Road
Dún Laoghaire
Co. Dublin
A96 K6C9

Friday, 28th August 2026

To whom it may concern,

RE: REFERRAL OF POINTS OF DETAIL PURSUANT TO SECTION 34(5) OF THE PLANNING AND DEVELOPMENT ACT 2000 (AS AMENDED) IN RESPECT OF CONDITION NO. 14 OF ABP-307574-20 (REG. REF. D19A/0972)

1.0 INTRODUCTION

Thornton O'Connor Town Planning¹, on behalf of our Client, Rivertempus Limited², submit this Referral of Points of Detail to An Coimisiún Pleanála (ACP) relating to the residential development permitted under DLRCC Reg. Ref. D19A/0972 / ACP Ref. ABP-307574-20 at Kinvara and Kinros, Fey Yerra, Leopardstown Road, Dublin 18. Rivertempus Limited were the Applicants for, and the company who constructed, the permitted development.

This submission is made pursuant to Section 34(5) of the *Planning and Development Act 2000* (as amended) ('the Act') and pursuant to the express default-of-agreement provision contained within Condition No. 14 of the said permission, which provides that the form and amount of the security "*shall be as agreed between the planning authority and the developer or, in default of agreement, shall be referred to An Bord Pleanála for determination*". Our Client and Dún Laoghaire-Rathdown County Council (DLRCC) are in default of agreement, and the Planning Authority has expressly stated in writing that the matter is required to be determined by the Commission.

The prescribed fee of €220.00 accompanies this Referral. A copy of this Referral has been furnished to the Planning Authority on the date hereof.

1.1 Purpose of this Letter

As detailed below, Condition No. 14 of the permission requires the lodgement of a cash deposit to an amount to be agreed between the Local Authority and our Client to ensure the satisfactory completion and maintenance of the development until taken in charge. In accordance with Condition No. 14, and despite knowing that there was no area to be taken

¹ No. 1 Kilmacud Road Upper, Dundrum, Dublin 14, D14 EA89

² Bloomfield, Mullingar, Co. Westmeath

in charge, our Client lodged a cash deposit in the sum of €98,400, which was agreed with the Local Authority as per the email correspondence provided in Appendix A.

The development has since been completed, units have been certified and sold, and the development has been transferred from Rivertempus Limited to Fey Yerra Lane Owners' Management Company Limited. As such, our Client applied to the Local Authority for the release of the security and furnished the final documentation evidencing the completion of the development. Despite our Client providing clarification to the Local Authority on multiple occasions that there are no areas within the development to be taken in charge, unfortunately, our Client's security has not been released.

We also note that it has been 26-months since the development was complete in June 2024. This is well in excess of the minimum period prescribed by Section 4.1 of DLRCC's *Taking in Charge Policy for Residential Developments* (2022) which requires the developer to maintain the development for a period of 18-months from the completion of the development:

"Prior to any request to the Council to take in charge, the developer shall maintain the development. Additionally, it is a preference of the Council that the development is maintained by the developer for an 18-month period after the Practical Completion of all site development works including open spaces." [Our Emphasis]

Thornton O'Connor Town Planning lodged a formal Points of Detail Submission to DLRCC on 7th August 2026 regarding the amount of the security required by Condition No. 14 of the said permission and the subsequent release of the cash security. However, as per the email received from the Local Authority (Appendix A) on 11th August 2026, they did not agree the points of detail and advised us to refer the matter to the Commission for determination.

Notwithstanding the efforts made by our Client to resolve this matter with the Local Authority, and despite the development having been completed since June 2024, the security continues to be withheld by the Local Authority. Our Client is understandably extremely frustrated by the continued retention of the security and has exhausted the available avenues for resolving the matter directly with the Local Authority.

Therefore, as our Client and the Local Authority are in default of agreement, the purpose of this Referral is to request that the Commission determine, pursuant to Section 34(5) of the Planning and Development Act 2000 (as amended) ('the Act'), the points of detail arising in respect of the amount of the security required by Condition No. 14 of the said permission and that the security is released accordingly to our Client as there does not appear to be any legal rationale for the Local Authority to retain it.

1.2 Wording of Condition No. 14 and Legislative Background

Condition No. 14 of the permission states the following:

"Prior to commencement of development, the developer shall lodge with the planning authority a cash deposit, a bond of an insurance company, or other security to secure the provision and satisfactory completion and maintenance until taken in charge by the local authority of roads, footpaths, watermains, drains, public open space and other services required in connection with the development, coupled with an agreement empowering the local authority to apply such security or part thereof to the satisfactory completion or maintenance of any part of the development. The form and amount of the security shall be as agreed between the

planning authority and the developer or, in default of agreement, shall be referred to An Bord Pleanála for determination.

Reason: To ensure the satisfactory completion and maintenance of the development until taken in charge."

Section 34 (5) of the Act states the following:

"The conditions under subsection (1) may provide that points of detail relating to a grant of permission be agreed between the planning authority and the person carrying out the development and, accordingly—

(a) where for that purpose that person has submitted to the planning authority concerned such points of detail, then that authority shall, within 8 weeks of those points being so submitted, or such longer period as may be agreed between them in writing, either—

- (i) reach agreement with that person on those points, or*
- (ii) where that authority and that person cannot so agree on those points, that authority may—*
 - (I) advise that person accordingly in writing, or*
 - (II) refer the matter to the Board for its determination,*

and, where clause (I) applies, that person may, within 4 weeks of being so advised, refer the matter to the Board for its determination,

or

(b) where none of the events referred to in subparagraph (i) or in clause (I) or (II) of subparagraph (ii) occur within those 8 weeks or such longer period as may have been so agreed, then that authority shall be deemed to have agreed to the points of detail as so submitted."

Condition No. 14 expressly provides that the form and amount of the security shall be as agreed between the Planning Authority and the developer or, in default of agreement, shall be referred to An Bord Pleanála (now An Coimisiún Pleanála) for determination. It is therefore a condition of the type contemplated by Section 34(5).

The points of detail which were submitted for the written agreement of the Planning Authority, together with the statutory consequences which follow from this submission, are set out at Section 4.0 below. The basis upon which they are submitted is set out at Section 3.0.

2.0 CORRESPONDENCE TO DATE

Please refer to Appendix A for the email correspondence between our Client and DLRCC to date, however, a summary of this is provided below.

On 1st April 2021, prior to the commencement of development, our Client wrote to the Building Control Section of the Planning Authority in relation to the payment of the financial contributions required by Conditions Nos. 15 and 16, and separately requested that the Planning Authority review the bond sum sought under Condition No. 14, **expressly on the basis that there would be no areas within the development to be taken in charge by the Local Authority.**

The Planning Authority responded in respect of the financial contributions but did not address the query raised in respect of the security, stating only that the sum must be lodged in full prior to the commencement of development. **In order to avoid delay to the commencement of the development, and in good faith, our Client lodged a cash deposit in the sum of €98,400 in May 2021, despite knowing that there are no areas within the development to be taken in charge.**

As the development was complete and transferred from Rivertempus Limited to Fey Yerra Lane Owners' Management Company Limited, our Client began preparation of the Bond Release Application. This required the relevant consultants of the Design Team to furnish certain documentation and sign the Bond Release Application Form confirming that the development was fully complete and that there are no works being offered to DLRCC for taking in charge. Please refer to Appendix C for the Bond Release Application Form signed by all relevant Design Team members.

On 21st July 2025, our Client applied to the Planning Authority for the release of the security and furnished the Bond Release Application Form and final documentation evidencing the completion of the development.

However, on 10th July 2026, the Planning Authority declined to release the security, stating that it could not be released until the site is taken in charge "*as per its granted planning*", that the DLRCC Area Engineer considered that the site does not meet the minimum standards for taking in charge in respect of roads, and that a revised ROB/TIC form was awaited.

On 16th July 2026, our Client responded by clarifying that no area of the site was proposed to be taken in charge, nor are there any Conditions attached to the permission requiring certain areas to be taken in charge.

A response was received from the Planning Authority on 20th July 2026, however, they still maintained their position and stated that because Condition No. 14 states the words 'roads', 'footpaths', 'watermains', 'drains' and 'public open space' specifically, 1) those elements are subsequently "*conditioned for Taking in Charge*", 2) that the site is therefore "*a mixed Managed and TIC requirement*", and 3) concluding that the Authority "*cannot reconsider wording given by ABP*".

On 7th August 2026, Thornton O'Connor Town Planning, on behalf of Rivertempus Limited, lodged a formal Points of Detail Submission to DLRCC regarding the amount of the security required by Condition No. 14 of the said permission and the subsequent release of the cash security. In the Submission, it was noted that the matter raised is not one which requires the Planning Authority to reconsider or alter the wording of Condition No. 14 or any other

condition. Rather, Condition No. 14 expressly leaves the form and amount of the security to be agreed between the parties.

However, on 11th August 2026, the Planning Authority provided the following response received from the DLRCC Area Engineer:

"As per the conditions for this site, as mentioned earlier:

- *Condition 11 provides:*

"The communal open spaces, including hard and soft landscaping, car parking areas and access ways, and all areas not intended to be taken in charge by the local authority, shall be maintained by a legally constituted management company."

- *Condition 14 requires the provision of a bond or other security:*

"...to secure the provision and satisfactory completion and maintenance until taken in charge by the local authority of roads, footpaths, watermains, drains, public open space and other services required in connection with the development..."

The above states that the communal open spaces, car parking areas, and access ways are to be retained by a management company, while the roads, footpaths, watermains, drains, and public open space are conditioned for Taking in Charge, as they are called out by name specifically. The site is therefore a mixed Managed and TIC requirement as per this wording, and requires this aspect to be fulfilled before a bond release can be processed, as well as the Taking in Charge requirement be put to the vote.

We are required as per the wording to request for the fulfilment of this grant of permission with the condition of a section be for TIC, which was available to the applicant for their own appraisal and option to appeal at time of grant.

If the applicant wishes to get further clarification on how they can decouple their site from their granted planning conditions, as it was an ABP grant, they would need to speak with them directly on this matter. As stands, the incorrect Release Form has been submitted and cannot be processed without the TIC element."

Despite the clarification provided to the Planning Authority that no areas within the development have been, or are required under the permission, to be taken in charge, the Planning Authority still maintains that Condition No. 14 gives rise to a requirement for certain elements of the development to be taken in charge and, on that basis, continues to withhold the security.

3.0 BASIS FOR THE POINTS OF DETAIL SUBMITTED

3.1 No Part of the Development Was Ever Intended to Be Taken in Charge

At application stage, the Planning Authority's own Planner's Report stated that:

"It is proposed that the proposed apartment development will be maintained by an estate management company and is acceptable."

The Planning Authority therefore assessed, and expressly accepted, a development that would be maintained in its entirety by a management company. It did not identify any road, footpath, watermain, drain or area of public open space within the development that was to be taken in charge. It did not seek any condition requiring our Client to construct any element of the development to the Authority's taking-in-charge standards, nor to submit a taking-in-charge drawing or schedule.

An Coimisiún Pleanála's Reasons and Considerations make no reference to the taking in charge of any part of the development. No condition of the permission identifies any area for taking in charge, and no condition requires our Client to procure that the development be taken in charge. Equally, no area was identified for taking in charge at compliance stage.

Furthermore, on 3rd July 2024, our Client transferred the entirety of its landholding within the application site to Fey Yerra Lane Owners' Management Company Limited. Evidence of that transfer is attached as Appendix B. **The completed development is a private development of 18 No. units at a site served by a private shared-surface access avenue. It contains no public road, no public open space and no publicly adopted service infrastructure.**

3.2 Basis of Condition No. 14

Condition No. 14 is a standard-form security condition, the stated Reason for which is *"To ensure the satisfactory completion and maintenance of the development until taken in charge."* The Condition serves two distinct purposes: 1) it secures the satisfactory completion of the development; and 2) it secures the maintenance of the development during the interim period pending the transfer of the maintenance responsibility to the Local Authority upon the taking in charge of the relevant roads and services.

Contrary to the last email correspondence received from the Local Authority, **Condition No. 14 does not designate any land for taking in charge**, and it is not capable of doing so. It recites the standard categories of infrastructure which **may fall to be taken in charge** in a development **where taking in charge is envisioned**. Whether any land within a particular development is to be taken in charge is determined by the permission read as a whole, by the particulars agreed at compliance stage, and ultimately by the statutory procedure. In this regard, the documentation submitted at application stage, compliance stage, and as part of the Bond Release Application clearly demonstrate that there are no areas identified to be taken in charge. Therefore, there cannot reasonably be any *"mixed Managed and TIC requirement"* for the development; only a privately managed one by an Owners' Management Company.

As noted in Section 3.1 above, no part of the development was ever proposed, permitted or agreed to be taken in charge. Therefore, the provisions of Condition No. 14 concerning the taking in charge of roads and services are not engaged. The maintenance burden passes

permanently to the Owners' Management Company required by Condition No. 11, which provides:

"(a) The communal open spaces, including hard and soft landscaping, car parking areas and access ways, and all areas not intended to be taken in charge by the local authority, shall be maintained by a legally constituted management company
(b) Details of the management company contract, and drawings/particulars describing the parts of the development for which the company would have responsibility, shall be submitted to, and agreed in writing with, the planning authority before any of the residential units are made available for occupation.
Reason: To provide for the satisfactory future maintenance of this development in the interest of residential amenity."

The Commission expressly addressed the future maintenance of this development and did so by requiring a legally constituted management company under Condition No. 11. That company has been established and the company has been operating since June 2024.

Furthermore, we note that Condition No. 11(a) refers to "all areas not intended to be taken in charge by the local authority" and Condition No. 7(b) states "from the completion of the development or until the development is taken in charge by the local authority". The wording of these are intended to operate as a catch-all provision, ensuring that all areas of the development are accounted for in terms of their future management and maintenance. They do not designate any area for taking in charge or imply that any such area exists.

3.4 Development not Designed to Taking in Charge Standards

We wish to address directly the observation that the development does not meet the Planning Authority's minimum standards for taking in charge in respect of roads.

The road construction, drainage and lighting arrangements formed part of an integrated design solution developed in response to site constraints, including the protection of significant mature trees and their root systems. Those elements were assessed and approved through the planning process and were constructed accordingly.

We would respectfully observe that the Authority's taking-in-charge standards are standards applicable to infrastructure proposed for taking in charge. They were not made a requirement of this permission, and the development as constructed accords with the drawings permitted under Condition No. 1. The Planning Authority has not at any point suggested that the 'as built' development departs from the permitted drawings.

3.5 The Purpose for Which the Security Was Given

The statutory power to require security is contained in Section 34(4)(g) of the Act, which permits conditions "for requiring the giving and maintaining of adequate security for satisfactory completion of the proposed development". The question of what constitutes an adequate amount of security to be maintained is accordingly a continuing one.

The development has been completed in accordance with Condition No. 1, with units certified and sold. The future maintenance of the development is to be carried out by an

Owners' Management Company, which is in place and operating. There is no taking in charge in prospect, because none was ever intended or identified to be.

In those circumstances, it is submitted that the purpose for which the security was given has been fully discharged and that the adequate amount of security now to be maintained under Condition No. 14 is nil and should be immediately refunded to our Client.

4.0 POINTS OF DETAIL SUBMITTED FOR WRITTEN AGREEMENT OF THE PLANNING AUTHORITY & STATUTORY TIMELINE

Pursuant to Section 34(5) of the Act and to Condition No. 14 of the permission, the following points of detail were submitted to the Planning Authority for their written agreement:

1. The form of the security given under Condition No. 14 of ABP-307574-20 is a cash deposit in the sum of €98,400, lodged with the Planning Authority in May 2021.
2. The amount of the security required to be given and maintained under Condition No. 14 is nil with effect from the date of the written agreement of these points of detail (or the date upon which the Planning Authority is deemed to have agreed them), having regard to the completion of the development in accordance with Condition No. 1 and the maintenance of the development by a legally constituted Management Company as required by Condition No. 11 for a period of 26-months (greater than the 18-month minimum prescribed in DLRCC's *Taking in Charge Policy for Residential Developments* (2022)).
3. Accordingly, the cash deposit of €98,400 referred to in paragraph 1 above, together with any interest accrued thereon, should be immediately released in full to our Client.

Section 34(5)(a) of the Act provides that where a person carrying out a development has submitted points of detail to the Planning Authority concerned, that authority shall, within eight weeks of those points being so submitted, or such longer period as may be agreed between the parties in writing, either:

- (i) reach agreement with that person on those points; or
- (ii) where that authority and that person cannot so agree, either (I) advise that person accordingly in writing, or (II) refer the matter to An Coimisiún Pleanála for its determination.

Section 34(5)(b) further provides that where the Planning Authority have advised that the points of detail have not been agreed, the person who lodged the submission may, within 4 weeks of being so advised, refer the matter to the Commission for its determination.

As a response was received from the Planning Authority on 11th August 2026 advising us to refer the matter to the Commission for their determination, the 4-week statutory deadline to submit this Referral to the Commission is **7th September 2026**. This Referral is made on 28th August 2026 and is thus submitted within this timeframe.

5.0 CONCLUSION

The security required by Condition No. 14 was given to secure the satisfactory completion of the development and its maintenance pending taking in charge. The development has been satisfactorily completed. There is no taking in charge in prospect, and the maintenance of the development is carried out by an Owners' Management Company.

Despite providing this clarification to the Planning Authority, they still maintain that Condition No. 14 gives rise to a requirement for certain elements of the development to be taken in charge and, on that basis, continues to withhold the security.

As such, we respectfully submit that the Commission determine the security to be maintained under Condition No. 14 is nil, and that the cash deposit lodged by our Client should be released by the Planning Authority immediately.

We trust the foregoing is in order and look forward to hearing from you.

Yours faithfully,

A handwritten signature in dark ink that reads 'Patricia Thornton'.

Patricia Thornton
Director
Thornton O'Connor Town Planning

APPENDIX A: CORRESPONDENCE TO DATE

Initial email correspondence between our Client and DLRCC Building Control Section in relation to the financial contributions, levies and bond associated with the permission.

From: John Bennett <John@rivertempus.ie>

Sent: Thursday 8 April 2021 20:27

To: Kane Caroline <ckane@DLRCOCO.IE>

Subject: Bonds and contributions re D19A/0972 ABP 307574-20

CAUTION: This email originated from outside Dún Laoghaire-Rathdown County Council. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Caroline,

It is my intention to lodge a commencement notice for this development of 18 no duplex apartments as per this planning scheme in Fey Yerra Lane, Leopardstown Road D18

I have a target date of mid June for commencement and I have asked my design team to work towards that date having everything in order re design and compliance with conditions, etc

I would appreciate if you could look at the conditions 15-17 and condition no 19 re the contributions. I would like to be able to pay these contributions in 4 stages equally - throughout the project build time frame of 18 months from commencement, as it would really help with cashflow.

Secondly, I would like to ask if you could look at the amount you require for the Bond (144,900) Could this be looked at as in essence DLRCOCO will not be taking this development in charge. I appreciate you may require some bonded requirements for some of the tie in works etc.

Regards,

John Bennett

**Rivertempus Ltd,
Bloomfield,
Mullingar**

Tel: [+353 44 9348239](tel:+353449348239)

Mob: [+353 86 2570619](tel:+353862570619)

Email: John@rivertempus.ie

Web: www.rivertempus.ie

From: Kane Caroline <ckane@DLRCOCO.IE>
Sent: Friday 9 April 2021 09:48
To: John Bennett <John@rivertempus.ie>
Subject: RE: Bonds and contributions re D19A/0972 ABP 307574-20

Our Ref: RCN11246

Dear John,

Thank you for your email. Please be advised that we facilitate phased payment agreements based on date led payment plans – and we request that they are paid on a residential unit basis – the current residential unit rate for your 18 units is €10,589.28 for Section 48 contributions (conditions 15, 16 and 17 refer). However, as 2 dwellings are being demolished, credit of 50% for each dwelling was applied, therefore only 17 units are leviable giving a total of €180,017.76 / 18 units = €10,000.98

Condition 19 Luas contribution is currently €126,216.51 / 18 units = €7,012.02 per unit.

Total residential unit rate = €17,013.00

You may wish to pay these 18 units in say 3 instalments of say 6 residential units at a time. I will require you to supply dates of your intended payments.

As regards the bond, we do not facilitate phasing of same. The bond must be lodged, in full, prior to commencement.

Kind regards

Caroline Degraeve-Kane
Senior Staff Officer
Bonds & Contributions Section
Planning Department
c/o Training Room
Old Town Hall
Dún Laoghaire-Rathdown County Council
County Hall
Marine Road
Dún Laoghaire
Co. Dublin
Tel: 01 – 2054700 – Ext. 4495
Direct Dial : 01-2054867
Email: ckane@dlrcoco.ie

From: John Bennett <John@rivertempus.ie>
Sent: Friday 9 April 2021 13:16
To: Kane Caroline <ckane@DLRCOCO.IE>
Subject: RE: Bonds and contributions re D19A/0972 ABP 307574-20

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Hi Caroline,

Thank you for your prompt reply to my queries.

I am happy to accept your proposal re payment in three stages for the levies. I will follow up with dates for you when I finalise programming for exact commencement (I will pay first payment on lodgement of commencement notice the second one will be half way into the construction programme and the final one will be when I get completion cert)

I would like to ask re Part V compliance - Should these units be exempt from levies in the calculations ? I have to hand over two number units to DLCO re part V agreement

Regards,

John

From: Kane Caroline <ckane@DLRCOCO.IE>
Sent: Friday 9 April 2021 14:14
To: John Bennett <John@rivertempus.ie>
Subject: RE: Bonds and contributions re D19A/0972 ABP 307574-20

Dear John

Any units which are Social Units and supplied under Part V agreement are exempt from Section 48 contributions only and credit will be applied to your account once I have received written confirmation from our Part V Housing Section to do so.

On receipt of the dates of your payments I will issue you with a formal letter of acceptance for the payment plan.

Kind regards

Caroline

From: John Bennett <John@rivertempus.ie>
Sent: Wednesday 19 May 2021 16:38
To: Kane Caroline <ckane@DLRCOCO.IE>
Subject: RE: Bonds and contributions re D19A/0972 ABP 307574-20

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Caroline,

Please see attached screenshot re payment for bond that will clear to your account on Friday 21st may

I will send you on confirmation of dates for levies to be paid I am hoping to get commencement notice lodged in the next few weeks and I will make the first payment before then.

Regards

John

From: Kane Caroline <ckane@DLRCOCO.IE>
Sent: Wednesday 19 May 2021 16:45
To: John Bennett <John@rivertempus.ie>
Cc: McCabe Sarah <smccabe@DLRCOCO.IE>; Traynor Carol <ctraynor@DLRCOCO.IE>
Subject: RE: Bonds and contributions re D19A/0972 ABP 307574-20

Our ref: RCN11245

Hi John

Please be advised that the cash security bond amount conditioned on D18A/0972/ABP-307574-20 is **€98,400**.

Thanks

Caroline

From: John Bennett <John@rivertempus.ie>
Sent: Wednesday 19 May 2021 17:05
To: Kane Caroline <ckane@DLRCOCO.IE>
Cc: McCabe Sarah <smccabe@DLRCOCO.IE>; Traynor Carol <ctraynor@DLRCOCO.IE>
Subject: RE: Bonds and contributions re D19A/0972 ABP 307574-20

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Hi Caroline

I just want to check am I overlooking something. I got the amount of 87,100 from clause 20 B in the planning conditions

Regards

John

From: Kane Caroline <ckane@DLRCOCO.IE>
Sent: Thursday 20 May 2021 09:33
To: John Bennett <John@rivertempus.ie>
Cc: McCabe Sarah <smccabe@DLRCOCO.IE>; Traynor Carol <ctraynor@DLRCOCO.IE>
Subject: RE: Bonds and contributions re D19A/0972 ABP 307574-20

Hi John

An Bord Pleanála decision has 16 planning conditions attached for which condition 14 relates to the bond/cash security. This was assessed at €98,400 Cash Security or a Bond in the value of €159,600 for 17 units.

Thanks

Caroline

Client request to design team to sign off on documentation in preparation of the Bond Release Application.

From: John Bennett

Sent: Wednesday 12 March 2025 12:12

To: Mark Kennedy <Mark@K-designstudio.com>; Martin Bennett-DBFL Consulting Engineers (Martin.Bennett@dbfl.ie) <Martin.Bennett@dbfl.ie>; ronan@RMDA.ie; Richard McElligott <richard@mcelligott.ie>

Subject: release of bond sign off

Hi Guys

I hope all are well

Do you mind signing enclosed doc from DLRC in order for me to get my bond released. They confirmed to me regardless of the fact that the scheme is not being taken in charge as per planning conditions I still have to submit all this detail

Regards

John

**Rivertempus Ltd,
Bloomfield,
Mullingar**

Tel: [+353 44 9348239](tel:+353449348239)

Mob: [+353 86 2570619](tel:+353862570619)

Email: John@rivertempus.ie

Bond release application submitted in July 2025 with all documentation provided and clarification provided from the client that no areas are being taken in charge. Further details were requested from DLRC Building Control Section regarding the OMC.

From: John Bennett <John@rivertempus.ie>
Sent: Monday, July 21, 2025 6:02 PM
To: Building Control <buildingcontrol@DLRCOCO.IE>
Subject: Bond release application

CAUTION: This email originated from outside Dún Laoghaire-Rathdown County Council. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi <https://web.wincan.com/Project/cb7ae65e-ec04-4d24-bdb4-1885125f2169c26560eb-406e-4edd-9655-990310196cda>

Please see attached documentation for release of bond on this project in Fey Yerra Lane Leopardstown Rd

All the individual units are now sold (18 no)

The project is not being taken in charge as per planning condition

I attach sign off from

Architect Reddy Associates – Mark Kennedy

Civil/Structural DBFL- Kevin Sturgeon

Mech/Elec Consultants McElligott Consulting -Richard McElligott

Landscaping Architect [RMDA](#) Ronan MacDiarmada

Attached are "as built" drawings for the drainage prepared by our Engineer (Layouts and long sections)

Attached [Fays Environmental](#) report and cctv [survey](#) See link to the video of this report

If there is any further information you [require](#) please contact me at this email

<https://web.wincan.com/Project/cb7ae65e-ec04-4d24-bdb4-1885125f2169c26560eb-406e-4edd-9655-990310196cda>

Regards

John Bennett

Rivertempus Ltd,

Bloomfield,

Mullingar

Tel: [+353 44 9348239](tel:+353449348239)

Mob: [+353 86 2570619](tel:+353862570619)

Email: John@rivertempus.ie

From: Building Control <buildingcontrol@DLRCOCO.IE>
Sent: Wednesday 23 July 2025 12:24
To: John Bennett <John@rivertempus.ie>
Subject: Re: Bond release application

Hi John,

I wish to acknowledge receipt of email [received](#), we are currently in the process of downloading the documents attached and will [revert back](#) to you once all documents are in order.

Kind Regards,

Andrea

Building Control

Dún Laoghaire- Rathdown County Council, County Hall, Marine Road, Dún Laoghaire, Co. Dublin.

Telephone: 01- 2047957



From: John Bennett <John@rivertempus.ie>
Sent: Wednesday, July 23, 2025 2:25 PM
To: Building Control <buildingcontrol@DLRCOCO.IE>
Subject: RE: Bond release application

CAUTION: This email originated from outside Dún Laoghaire-Rathdown County Council. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks Andrea,

Regards

John

Rivertempus Ltd,

From: Building Control <buildingcontrol@DLRCOCO.IE>
Sent: Friday, July 25, 2025 11:57 AM
To: John Bennett <John@rivertempus.ie>
Subject: Re: Bond release application

Hi John,

I have forwarded the Return of Bond application and supporting documents onto the Area Engineer for review.

I have attached the DLR Taking in Charge Policy and Development Standards Guidance Document for reference. Please note that that the same standards apply for both taking in charge and return of bond. Also, please see under section 4.1 of the TIC policy ;

4.1 Preferred lodgement period of request for Taking in Charge Prior to any request to the Council to take in charge, the developer shall maintain the development. Additionally, it is a preference of the Council that the development is maintained by the developer for an 18-month period after the Practical Completion of all site development works including open spaces.

Kind Regards,
Andrea

Building Control

Dún Laoghaire- Rathdown County Council, County Hall, Marine Road, Dún Laoghaire, Co. Dublin.

Telephone: 01- 2047957



From: Building Control <buildingcontrol@DLRCOCO.IE>
Sent: Monday 28 July 2025 08:53
To: John Bennett <John@rivertempus.ie>
Subject: Re: Bond release application

Hi John,

I have forwarded the Return of Bond application and supporting documents onto the Area Engineer for review. Apologies the attachments weren't attached in the previous email.

I have attached the DLR Taking in Charge Policy and Development Standards Guidance Document for reference. Please note that that the same standards apply for both taking in charge and return of bond. Also, please see under section 4.1 of the TIC policy ;

4.1 Preferred lodgement period of request for Taking in Charge Prior to any request to the Council to take in charge, the developer shall maintain the development. Additionally, it is a preference of the Council that the development is maintained by the developer for an 18-month period after the Practical Completion of all site development works including open spaces.

Kind Regards,
Andrea

Building Control

Dún Laoghaire- Rathdown County Council, County Hall, Marine Road, Dún Laoghaire, Co. Dublin.

Telephone: 01- 2047957



From: Building Control <buildingcontrol@DLRCOCO.IE>
Sent: Monday 28 July 2025 15:29
To: John Bennett <John@rivertempus.ie>
Subject: Re: Bond release application

Hi John,

Thank you for the initial documentation, our engineer has downloaded your files and is requesting the following:

Roads/Footpaths	• Confirmation from developer engineer or the consultant engineer engaged that all road works built in accordance with relevant standards and specification. • Road cores (if taken) to be submitted along with Engineers report. • As constructed drawings for roads footpaths including sections/construction details.
Public Lighting	• As built public lighting layout • ETCI Certification for the cabling and lighting installation.
Drainage/Water	• Certification from developer engineer or consultant engineer engaged that all drainage and water supply works built in accordance with standards. • Serial numbers, manuals, specifications for flow control devices, petrol interceptors & attenuation systems. • Developer to ensure all fire hydrant, sluice valves, air valves, scour valves etc. for watermain have marker plates installed. All fire hydrants should be clearly visible and painted canary yellow.
Parks	• Developer to confirm all landscaping completed as per permission. • Post construction tree survey and assessment on the condition of the retained trees. • A completion certificate signed off by the arborist when all permitted development works are completed and in line with the recommendations of the tree report. • Confirmation that all landscape works have been completed as per the planning permission along with appropriate reports from Landscape Consultants and Arborist.
Irish Water	• Developer to submit a copy of a conformance certificate from Irish Water.

The engineer also has a comment on the form type submitted, which states: "The planning for this site was D19A/0972 and had an ABP revised grant of ABP-307574-20, which had condition 14 stating it is to be taken in charge. We therefore must assess the site from a future maintenance perspective, with potential wayleave access requirements.

Can the applicant please supply a drawing showing the OMC area as per their planning compliance demonstrating that no area of the development is ungoverned, and a TIC offer map if any areas/services not governed by the OMC?"

Kind Regards,
Andrea

Building Control

Dún Laoghaire- Rathdown County Council, County Hall, Marine Road, Dún Laoghaire, Co. Dublin.

Telephone: 01- 2047957



Correspondence between our client and their solicitor regarding the query from DLRCC Building Control Section in relation to the OMC.

From: John Bennett
Sent: Monday 28 July 2025 19:28
To: Julie Kealy <j.kealy@beauchamps.ie>
Subject: OMC maps/drawings

Hi Julie

Please see extract from email from building control - I'm in the process of getting my cash bond security back and I am being asked for further information

Condition 14 ABP is worded that the roads footpaths will be taken in charge but this was never the intention as its mentioned elsewhere in the planning docs that the development wont be taken in charge

I would appreciate if you could forward me the OMC common area drawings/maps and I can forward to DLRC.

When they see them it should clear up that there are no areas where the council could be asked to take in charge We are not offering them a TIC map

Regards

John

 You forwarded this message on 28/07/2025 18:55.

If there are problems with how this message is displayed, click here to view it in a web browser.

Parks	• Develop to contain all landscaping completed as per permission. • Post construction tree survey and assessment on the condition of the retained trees. • A completion certificate signed off by the arborist when all permitted development works are completed and in line with the recommendations of the tree report. • Confirmation that all landscape works have been completed as per the planning permission along with appropriate reports from Landscape Consultants and Arborist.
	• Developer to submit a copy of a conformance certificate from Irish Water.
Irish Water	

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Can the applicant please supply a drawing showing the OMC area as per their planning compliance demonstrating that no area of the development is ungoverned, and a TIC offer map if any areas/services not governed by the OMC?"

Kind Regards,
Andrea

*Building Control
Dún Laoghaire- Rathdown County Council, County Hall, Marine Road, Dún Laoghaire, Co. Dublin.
Telephone: 01- 2047957*

Regards

John

Rivertempus Ltd,
Bloomfield,
Mullingar

Tel: [+353 44 9348239](tel:+353449348239)
Mob: [+353 86 2570619](tel:+353862570619)
Email: John@rivertempus.ie

From: Julie Kealy <j.kealy@beauchamps.ie>
Sent: Tuesday 29 July 2025 09:16
To: John Bennett <John@rivertempus.ie>
Subject: RE: OMC maps/drawings [BPS-ACTIVE.BEN38.24.FID1144150]

Good morning John

The entire development was transferred to the OMC as there are no internal common areas (as you know). The OMC common areas are the entirety of both folios DN243683F and DN243678F. Therefore no new maps were required as the maps are the folio maps - attached.

The OMC common areas are the areas outlined in red in both maps attached. I have also attached the OMC Transfer of Common Areas if you want to send to DLRC also.

Please let me know if I can assist any further.

Kind regards

Julie

Julie Kealy
Solicitor

BEAUCHAMPS

Beauchamps LLP | Riverside Two | Sir John Rogerson's Quay | Dublin 2 | D02 KV60 | Ireland
DD: +353 (0)1 4180902 | M: +353 (0)87 175 0683 | T: +353 (0)1 4180600
j.kealy@beauchamps.ie | W: www.beauchamps.ie

WINNER: The Public Sector Awards - Excellence in Housing Services 2025 – Best Legal Team

Please consider the environment before printing this e-mail.

This correspondence and any attachments are confidential and may be privileged. They are intended only for the use, disclosure, publication or copying is strictly prohibited. If you receive this correspondence in error, please email securemail@beauchamps.ie and delete the correspondence from your system. It is the addressee's responsibility to ensure this email and any attachments are virus free.

Email from Solicitor forwarded to DLRC Building Control in below email, along with details of the OMC and confirmation that the total site is transferred to the OMC.

 Map DN243683F.pdf
505 KB

 Transfer of Common Areas dated 3 July 2024 (11).pdf
1 MB

 Map DN243678F.pdf
483 KB

From: John Bennett
Sent: Tuesday 29 July 2025 10:06
To: Building Control <buildingcontrol@dlrcoco.ie>
Subject: FW: OMC maps/drawings [BPS-ACTIVE.BEN38.24.FID1144150]

Hi Andrea

Please see folio maps for the total site that is now transferred to the OMC and the transfer documentation signed

Regards

John

Rivertempus Ltd,
Bloomfield,
Mullingar

Tel: [+353 44 9348239](tel:+353449348239)
Mob: [+353 86 2570619](tel:+353862570619)
Email: John@rivertempus.ie

Follow up email from the client to DLRCC Building Control Section in July 2026 – one whole year after submitting details of the OMC and confirming there are no areas to be taken in

From: John Bennett <John@rivertempus.ie>
Sent: Wednesday 8 July 2026 13:01
To: Building Control <buildingcontrol@DLRCOCO.IE>
Subject: RE: Bond release application

EXTERNAL EMAIL: This email originated from outside Dún Laoghaire-Rathdown County Council. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Andrea,

Just following up on the status of the bond release. Hopefully I have furnished all the documentation you asked for

The development is well past 18 month from pc date

Regards

John

From: Building Control <buildingcontrol@DLRCOCO.IE>
Sent: Friday 10 July 2026 11:59
To: John Bennett <John@rivertempus.ie>
Subject: RE: Bond release application

Hi John,

Thanks for getting in touch. The bond for Fey Yerra cannot be released until the site is Taken in Charge, as per its granted planning. The Engineer has informed me that the site does not meet the minimum standards for TIC specifically for Roads, as the entire area is cobble lock. Please see his response below:

I have been waiting for the developer to address this issue however we are still awaiting clarification how they intend to become TIC ready. Once they have remedied their site, I can discuss the bond release with them. I am still awaiting a revised ROB/TIC form, as the current one is ROB only and cannot be processed further. Please note, we are unable to change the planning condition as granted, as the planners have already considered the future maintenance of the estate.

If you don't have the contact details for the Engineer looking after this application, I can send them on to you and you can stay in touch with him about any progress being made. In the meantime if you want to send me the revised application I can update the file. I have attached a blank application for your convenience.

Kind regards,
Caitriona



Comhairle Contae County Council

Consider the environment before you print this email

Smaoinigh ar an timpeallacht sula ndéanann tú an ríomhphost seo a phriontáil

From: John Bennett <John@rivertempus.ie>
Sent: Thursday 16 July 2026 15:19
To: Building Control <buildingcontrol@DLRCOCO.IE>
Subject: RE: Bond release application

EXTERNAL EMAIL: This email originated from outside Dún Laoghaire-Rathdown County Council. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Re: Fey Yerra Development, Leopardstown Road, Dublin 18
Planning Ref. D19A/0972
ABP Ref. ABP-307574-20
[Response to your recent email correspondence on 10th July regarding Bond Release](#)

Hi Caitriona,

Thank you for your recent email regarding the release of the development bond and the comments of the Area Engineer concerning Taking in Charge requirements. I would appreciate if you could pass on my responses to the Engineer looking after this file

I note the view that the bond cannot be released until the development is made "Taking in Charge ready" and that clarification has been awaited from the developer regarding how this is to be achieved. This is the first occasion on which I have become aware that such clarification was being sought and I therefore wish to respond to the position outlined in your email.

Having considered the matter, I believe the issue arises from an interpretation of Condition 14 of the An Bord Pleanála permission without sufficient regard to Conditions 1 and 11, which should be read together and interpreted as a coherent whole.

Condition 1 provides:

"The development shall be carried out and completed in accordance with the plans and particulars lodged with the application, as amended by the further plans and particulars submitted on the 9th day of April 2020, except as may otherwise be required in order to comply with the following conditions..."

Condition 11 provides:

"The communal open spaces, including hard and soft landscaping, car parking areas and access ways, and all areas not intended to be taken in charge by the local authority, shall be maintained by a legally constituted management company."

Condition 14 requires the provision of a bond or other security:

"...to secure the provision and satisfactory completion and maintenance until taken in charge by the local authority of roads, footpaths, watermains, drains, public open space and other services required in connection with the development..."

It is clear from Condition 11 that the Board expressly considered the future maintenance arrangements for the development and addressed those arrangements by requiring a legally constituted Management Company to assume responsibility for communal infrastructure, access ways and areas not intended to be taken in charge by the local authority.

The Management Company required by Condition 11 has been established and is operating in accordance with the permission.

The development has been completed in accordance with Condition 1. The required management arrangements have been implemented, the development has been certified and occupied, and the relevant documentation has been furnished to the Council.

I would also like to clarify the reference in the engineer's comments to the development being "entirely cobble lock". The paving within the development is not conventional block paving. All paved areas within the development were constructed as permeable paving and form part of the approved Sustainable Urban Drainage (SuDS) strategy for the development. The extent and location of the permeable paving and permeable asphalt surfaces were determined as part of the Consulting Engineer's approved drainage and engineering design.

The road construction, drainage and lighting arrangements similarly formed part of an integrated design solution developed in response to site constraints, including the protection of significant mature trees and their root systems, and were considered and approved through the planning process. These elements formed part of the approved design solution and were constructed accordingly.

In these circumstances, I believe the purpose for which the bond was required under Condition 14 has been fulfilled. The development approved by the Board has been completed in accordance with Condition 1 and the long-term management structure contemplated by Condition 11 has been established and is in place.

The planning file contains the relevant arborist, engineering, drainage and landscape documentation underpinning the approved design. Should it assist the Council's review, I would be pleased to provide copies of any relevant drawings or technical reports.

I would therefore ask that the Council reconsider its position and proceed with the release of the development bond.

Regards,

John Bennett

Director

Rivertempus Limited

From: Building Control <buildingcontrol@DLRCOCO.IE>
Sent: Monday 20 July 2026 12:39
To: John Bennett <John@rivertempus.ie>
Subject: RE: Bond release application

Hi John,

Please see response below from Area Engineer in relation to the planning for this development;

As per the developers correspondence:

Condition 11 provides:

"The communal open spaces, including hard and soft landscaping, car parking areas and access ways, and all areas not intended to be taken in charge by the local authority, shall be maintained by a legally constituted management company."

Condition 14 requires the provision of a bond or other security:

"...to secure the provision and satisfactory completion and maintenance until taken in charge by the local authority of roads, footpaths, watermains, drains, public open space and other services required in connection with the development..."

The above states that the communal open spaces, car parking areas, and access ways are to be retained by a management company, while the roads, footpaths, watermains, drains, and public open space are conditioned for Taking in Charge, as they are called out by name specifically. The site is therefore a mixed Managed and TIC requirement as per this wording, and requires this aspect to be fulfilled before a bond release can be processed.

The bond on this site is linked via condition 14 from the ABP. The council cannot reconsider wording given by ABP as they are the higher authority in this regard. Only ABP would be able to reconsider this wording, which would be outside of our remit.

Kind regards,
Caitriona
Building Control
Dún Laoghaire- Rathdown County Council, County Hall, Marine Road, Dún Laoghaire, Co. Dublin.
Telephone: 01- 2047957



Points of Detail Submission and response received from Dún Laoghaire-Rathdown County Council in respect of same.

Point of Detail Submission - Bond Release Agreement (DLRCC Reg. Ref. D19A/00972, ACP Ref. ABP-307574-2...



Sharon McCarthy

To Planning Dlr

😊 Reply Reply All Forward 👤 ⋮

Fri 07/08/2026 12:06

📘 You forwarded this message on 07/08/2026 12:07.



Points of Detail Submission.pdf
6 MB

Hello

Please see attached a formal submission in relation to points of detail to be agreed with DLRCC regarding the release of the cash security lodged by my Client, Rivertempus Limited, relating to the completed development at the above address.

I would be grateful if you could please confirm that my submission has been received.

Kind Regards

Sharon

Sharon McCarthy

Senior Planner



THORNTON O'CONNOR
TOWN PLANNING



Building Control <buildingcontrol@DLRCOCO.IE>

To Sharon McCarthy



Tue 11/08/2026 12:11

You forwarded this message on 11/08/2026 12:15.
If there are problems with how this message is displayed, click here to view it in a web browser.

Hi Sharon,

Thank you for your email. The area engineer has reviewed the email and attachment provided, please his response below.

Engineer's response:

As per the conditions for this site, as mentioned earlier:

- Condition 11 provides:

"The communal open spaces, including hard and soft landscaping, car parking areas and access ways, and all areas not intended to be taken in charge by the local authority, shall be maintained by a legally constituted management company."

- Condition 14 requires the provision of a bond or other security:

"...to secure the provision and satisfactory completion and maintenance until taken in charge by the local authority of roads, footpaths, watermains, drains, public open space and other services required in connection with the development..."

The above states that the communal open spaces, car parking areas, and access ways are to be retained by a management company, while the roads, footpaths, watermains, drains, and public open space are conditioned for Taking in Charge, as they are called out by name specifically. The site is therefore a mixed Managed and TIC requirement as per this wording, and requires this aspect to be fulfilled before a bond release can be processed, as well as the Taking in Charge requirement be put to the vote.

We are required as per the wording to request for the fulfilment of this grant of permission with the condition of a section be for TIC, which was available to the applicant for their own appraisal and option to appeal at time of grant.

If the applicant wishes to get further clarification on how they can decouple their site from their granted planning conditions, as it was an ABP grant, they would need to speak with them directly on this matter. As stands, the incorrect Release Form has been submitted and cannot be processed without the TIC element.

Kind Regards,
Andrea

Building Control

Dún Laoghaire- Rathdown County Council, County Hall, Marine Road, Dún Laoghaire, Co. Dublin.

Telephone: 01- 2047957



Comhairle Contae County Council

APPENDIX B: TRANSFER OF OWNERSHIP TO MANAGEMENT COMPANY

Land Registry

County Dublin

Folios 243683F and 243678F

This **Transfer** is made the ^{3RD} day of **JULY** 2024

Between

- (1) **Rivertempus Limited** (Company Number 535608), a Limited Liability Company having its Registered Office at RBK House, Irishtown, Athlone, Co. Westmeath (hereinafter called the **Owner** which expression shall include its successors and assigns where the context so admits or requires) and
- (2) **Fey Yerra Lane Owners' Management Company Limited by Guarantee** (Company Number 758163), a Limited Liability Company Limited by Guarantee having its Registered Office at Riverside Two 43-49 Sir John Rogerson's Quay, Dublin, Dublin 2 (hereinafter called the **OMC** which expression shall include its successors and assigns where the context so admits or requires)

Pursuant to *Section 3(1)(b)* of the MUDs Act.

Whereas:

- (a) The definitions in the **First Schedule** shall apply to this Transfer.
- (b) In this Transfer the masculine includes the feminine and neuter genders, and the singular includes the plural and vice versa.
- (c) The Owner is the registered owner of the Estate.
- (d)
 - (i) Planning Permission has issued for the development of the Estate as a residential development and the Estate is in the course of being developed as such.
 - (ii) The Owner may and reserves the right to apply for revised planning permission or permissions for the development of the Estate or parts thereof and to develop the Estate in accordance with any planning permission obtained in the future in respect of the Estate or any part or parts thereof.
- (e) The Owner intends hereafter to sell the Units by way of deeds of assurance in the form of the Assurances (with such variations as the Owner and the OMC may agree) and it is intended that every Assurance will contain similar obligations and restrictions to the intent that any owner for the time being of any Unit may enforce the observation of the said obligations and restrictions by the owners or occupiers for the time being of the other Units.
- (f) The Owner has agreed to transfer to the OMC its legal interest in the Estate pursuant to *Section 3(1)(b)* of the MUDs Act.

Now this Transfer witnesses as follows:-

1. In pursuance of the said agreement and pursuant to the provisions of *Section 3(1)(b)* of the MUDs Act and in consideration of the covenants on the part of the OMC hereinafter reserved and contained the Owner the registered owner as beneficial owner hereby transfers all that and those the Estate excepting and reserving unto the Owner the beneficial interest therein pursuant to *Section 3(7)* of the MUDs Act to the OMC in fee simple.
2. The Owner hereby covenants with the OMC to comply with any outstanding legal obligations on its part in relation to the Estate and to indemnify and keep indemnified the OMC in respect of all loss, damages, claims, expenses and demands incurred by reason of the failure of the Owner so to do.
3. The OMC hereby covenants with the Owner:-
 - (a) To comply with all of the obligations on its part contained in the MUDs Act and to comply with all of the obligations by which it is bound in the Assurances and to indemnify and keep indemnified the Owner in respect of all loss, damages, claims, expenses and demands incurred by reason of the failure of the OMC so to do;
 - (b) That it will, within seven days of receipt of any Assurance, execute the same under seal in accordance with its Articles of Association and return it to the Owner's solicitor together with all ancillary

documentation reasonably requested by the Owner, and will take such other steps as are reasonably requested of it, in order that a good marketable title to each Unit shall vest in the purchaser thereof;

- (c) To execute under seal in accordance with its Articles of Association and return to the Owner's solicitor without delay such deeds of grant of easements, licences, leases to utility providers, deeds of transfer to the local authority and other instruments relating to the Estate which in the opinion of the Owner are required or desirable in connection with the development, occupation, use or enjoyment of the Estate or any part thereof, or of adjacent land, provided any planning permission required shall have been obtained and the requirements of the MUDs Act complied with;
 - (d) To manage the Estate in a proper and efficient manner and in accordance with the principles of good estate management, and without prejudice to the generality of sub clause 3(a) hereof comply with the provisions of *Section 18* (Annual Service Charges), *Section 19* (Sinking Fund) and *Section 23* (House Rules) of the MUDs Act from time to time and in so doing to consult with the Owner and furnish to the Owner without delay such information from time to time as the Owner may reasonably require to facilitate sales by the Owner of the Units;
 - (e) To comply with all of the covenants on its part contained in the Assurances as and from the date when each is delivered to the purchaser of each Unit and to institute such proceedings and take such other action as may reasonably be required to enforce such covenants and the obligations and restrictions contained in each such Assurance when called upon by the Owner in writing so to do provided any breach non performance or non observance of any of the said covenants obligations or restrictions is material in nature in the context of the proper and efficient management of the Estate;
 - (f) Not (save in accordance with the provisions of clause 3(b) or 3(c) hereof) to transfer, lease or otherwise alienate (any such event being hereinafter referred to as a **Disposal**) all or part of the Estate otherwise than to an owners' management company (within the meaning of the MUDs Act) which, as at the date of the Disposal, assumes all of the obligations of the OMC hereunder, and enters into a direct covenant under seal with the Owner in the same terms as the covenants on the part of the OMC herein contained (including this clause 3(f)), and including a provision for the grant of a power of attorney in the same terms as at clause 4 hereof. The OMC will give the Owner not less than fourteen days' written notice of any such proposed Disposal, and will furnish to the Owner a certified copy of the instrument giving effect to the Disposal within thirty days following the Disposal.
4. The OMC hereby irrevocably and by way of security for the due performance by it of the covenants on its behalf herein contained appoints the Owner to be its attorney in its name and on its behalf as its act and deed or otherwise to execute, complete and perfect all documents and do all such acts and things as may be required for the full exercise of all or any the obligations on its part contained in clause 3(b) and 3(c) hereof and in particular and without prejudice to the generality of the foregoing to execute any Assurance of any Unit in connection with the sale thereof and hereby covenants with the Owner that on request it will ratify and confirm all documents acts and things and all transactions entered into by the Owner in the exercise or purported exercise of this power of attorney.
5. Notwithstanding that the Estate is in the process of being developed as a residential development in the manner hereinbefore recited the Owner shall be entitled, provided any planning permission required shall have been obtained and the Owner complies with the requirements of the MUDs Act, to :-
- (a) Alter such development as the Owner may wish;
 - (b) Discontinue developing the Estate;
 - (c) Vary the location layout and extent of the Estate and incorporate adjacent land into the Estate;
 - (d) Execute such work and erections, including the laying of services, in on under or over the Estate or any part thereof as the Owner may think fit; and
 - (e) Provide access and/or services through or from the Estate to adjacent land.
6. The Address in the State of the OMC for the service of notices and its description are Riverside Two 43-49 Sir John Rogerson's Quay, Dublin, Dublin 2.
7. The OMC **hereby assents** to the registration in the Folio to be opened in respect of the Estate of the covenants contained in clause 3 hereof as burdens on the Estate.

In witness whereof the parties hereto have executed this Transfer as a Deed in manner hereinafter appearing the day and year first herein written.

First Schedule (Definitions)

Assurances means the deeds of assurance intended to be executed in favour of the purchasers of the Units, the form of which has been agreed between the Owner and the OMC and **Assurance** has a corresponding meaning.

Estate means the property described in the **Second Schedule** hereto.

MUDs Act means the *Multi-Unit Developments Act 2011* and any amendment, modification or re-enactment thereof, and any regulations made thereunder and for the time being in force.

Unit means one of the separate and self-contained apartments or duplexes being a part only of the interior of a block of units erected or in the course of erection on the Estate and **Units** shall have a corresponding meaning.

Second Schedule (the Estate)

All that and those the lands comprised in Folios 243683F and 243678F of the Register of Freehold Land County Dublin.

Present when the Common Seal
of Rivertempus Limited
was affixed hereto:

Jean Bennett

Director

John Bennett

Director/Secretary

Present when the Common Seal

of **Fey Yerra Lane Owner's Management Company Limited by Guarantee**

was affixed hereto:

A handwritten signature in cursive script, reading "Catherine Bennett", written over a horizontal dotted line.

Director

A handwritten signature in cursive script, reading "Philip Bennett", written over a horizontal dotted line.

Director/Secretary

720770 mE, 726680 mN



Tailte Éireann
Clárúchán, Luacháil,
Suirbhéireacht
Registration, Valuation,
Surveying

Folio: DN243678F

This map should be read in conjunction with the folio.

Tailte Éireann (TÉ) Registration mapping is based on TÉ Surveying mapping. Where TÉ Registration maps are printed at a scale that is larger than the TÉ Surveying scale, accuracy is limited to that of the TÉ Surveying map scale.

For details of the terms of use and limitations of scale, accuracy and other conditions relating to TÉ Registration maps, see www.tailte.ie.

This map incorporates TÉ Surveying map data under licence from TÉ. Copyright © Tailte Éireann and Government of Ireland.

(centre-line of parcel(s) edged)

- Freehold
- Leasehold
- SubLeasehold

Burdens (may not all be represented on map)

- Right of Way / Wayleave
- Turbary
- Pipeline
- Well
- Pump
- Septic Tank
- Soak Pit

A full list of burdens and their symbology can be found at: www.landdirect.ie

Tailte Éireann Registration operates a non-conclusive boundary system. The TÉ Registration map identifies properties not boundaries meaning neither the description of land in a folio nor its identification by reference to a TÉ Registration map is conclusive as to the boundaries or extent. (see Section 85 of the Registration of Title Act, 1964). As inserted by Section 62 of the Registration of Deed and Title Act 2006.

720720 mE, 726720 mN



**Tailte
Éireann**

Clárúchán, Luacháil,
Suirbhéireacht
Registration, Valuation,
Surveying

Folio: DN243683F

This map should be read in conjunction with the folio.

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(centre-line of parcel(s) edged)

- Freehold
- Leasehold
- SubLeasehold

Burdens (may not all be represented on map)

- Right of Way / Wayleave
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A full list of burdens and their symbology can be found at: www.landdirect.ie

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APPENDIX C: BOND RELEASE APPLICATION FORM

Dun Laoghaire-Rathdown County Council

Application Form for Taking in Charge and/or Release of Bond/Security

Is application being made for Taking in Charge as well as Release of Bond/Security ☒ YES ☐ NO

Development FEY YERRA LANE Name: LEOPARDSTOWN ROAD DUBLIN 18 Development FEY Address: RIVERTEMPUS LTD
Developer's Name: BLOOMFIELD MULLINGAR
Developer's Address: 20 WESTHEATH
Telephone No: 0449348239 O.S.
Map No: REN 11246 RBN:
Details of
Bond/Security Lodged: €98,400 Development
Contribution Details: REN 11246

Receipt Numbers:
Connection Fee Ref No's: No of
Houses: No of
Apts/Duplex: 18 Is a self-lay
agreement in place: YES
Items submitted with this Application:

Refer to Section 9.2 of the Development Works Guidance Document published by the County Council for details of the drawings and documentation to be submitted. This document is available on the County Council's website at:

<http://www.dlrcoco.ie/aboutus/councildepartments/planning/findit/buildingcontrol/>

Indicate below whether the required drawing and documents are attached.

Detailed "as-constructed" drawings attached, in both hard-copy and approved digital format, of the roads, public lighting, sewers, water mains and open spaces.	Y/N
Drawings showing details of the drainage prepared to the format shown in Section 5 of the Greater Dublin Regional Code of Practice for Drainage Works, and including a list of the National Grid Co-Ordinates (accurate to +/- 300mm) for the manholes, cover and invert levels, upstream and downstream pipe diameters, pipe materials and direction of flow. The layout should be accurately positioned (+/- 300mm relative to local detail) on the latest published version of the Ordnance Survey 1:1000 series. All dimensions shall be metric, and all levels must be related to Ordnance Survey Datum, Malin Head, to an accuracy of +/- 25mm, and stating which benchmark was used.	Y/N

Confirmation from the developer's Engineer that all drainage works to be taken in charge have been constructed in accordance with the Greater Dublin Regional Code of Practice for Drainage Works.	Y/N Y
Drawings showing details of the public lighting system indicating the locations of the public lighting columns, mini-pillars and cable ducting, together with appropriate wiring diagrams and other relevant documentation to support the maintenance of the public lighting installation, including relevant ETCI Certification for the cabling and lighting installations. The drawings should clearly indicate how the public lighting system in private areas is segregated from the system in areas to be taken in charge.	Y/N N
A report on the road cores taken at the locations agreed with the County Council. (→ Permeable paving used)	Y/N N
A CCTV survey of the foul and surface water sewers/drains, both in hard-copy and digital format, carried out by an approved contractor, together with a report on the findings from the developer's Engineer.	Y/N Y
Appropriate records, manuals, specifications and maintenance agreement to enable the roads, public lighting, sewers, water mains and open spaces to be maintained to an appropriate standard in the future, together with copies of relevant Irish, UK or EU Agreement Certs (or equivalent) for all SuDS systems/devices.	Y/N N
Wayleave Agreements and Drawings for any sections of drainage systems, water distribution systems, or public lighting installations laid in private properties and being offered for taking in charge by the County Council.	Y/N X

As constructed Drawings

Completed by: JINU MON MATHAI

KILLEEN CIVIL ENGINEERING LTD

Qualifications: CIVIL ENGINEER

List below the drawings and documents submitted:

EDS 1900746401 STORM LAYOUT SW 101

EDS 1900746401 LONG SECTION SW 102

FAYS ENVIRONMENTAL JETTING AND
E.C.T.V. INCLUDING SUMMARY

If some or all of the development works are being offered to the County Council for Taking in Charge, provide details of these:

Roads: N/A

Public Lighting: N/A

Open Spaces: N/A

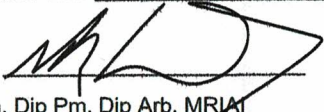
Sewers: N/A

Water Mains: N/A

I confirm that the development referred to above has been completed:-

- (a) In accordance with the Planning permissions pertaining to this development. Planning Reference No:- D19A/0972 and all conditions attached thereto, and
- (b) in accordance with the following subsequent permission(s) granted and the conditions attached varying the parent permission (where applicable)

Subsequent Planning Reference Nos: ABP 307574-20

Signed by Architect / Engineer:- 

Date: 02/04/2025

Qualifications: Dip. Arch, B.Arch, Dip Pm, Dip Arb, MRIAI

I confirm that the Roads, Drainage Systems and Water Distribution Systems have been designed & constructed in accordance with the standards and requirements set out in the Development Works Guidance Document published by the County Council.

Signed by Architect / Engineer:- _____

Date: _____

Qualifications: _____

I confirm that the Public Lighting Systems have been designed & constructed in accordance with the standards and requirements set out in the Development Works Guidance Document published by the County Council.

Signed by Architect / Engineer:- _____

Date: _____

Qualifications: _____

Arch Reddy & Associates (Mark Kennedy)



If some or all of the development works are being offered to the County Council for Taking in Charge, provide details of these:

Roads: N/A

Public Lighting: N/A

Open Spaces: N/A

Sewers: N/A

Water Mains: N/A

I confirm that the development referred to above has been completed:-

(a) In accordance with the Planning permissions pertaining to this development. Planning Reference No:- D19A/0972 and all conditions attached thereto, and

(b) In accordance with the following subsequent permission(s) granted and the conditions attached varying the parent permission (where applicable)

Subsequent Planning Reference Nos: ABP 307574-20

Signed by Architect / Engineer:- _____

Date: _____

Qualifications: _____

I confirm that the Roads, Drainage Systems and Water Distribution Systems have been designed & constructed in accordance with the standards and requirements set out in the Development Works Guidance Document published by the County Council.

Signed by Architect / Engineer:- K. Sturgeon

Date: 17/07/25

Qualifications: CEng MIEI

I confirm that the Public Lighting Systems have been designed & constructed in accordance with the standards and requirements set out in the Development Works Guidance Document published by the County Council.

Signed by Architect / Engineer:- _____

Date: _____

Qualifications: _____

DBFL



Consulting Engineers

If some or all of the development works are being offered to the County Council for Taking in Charge, provide details of these:

Roads: N/A

Public Lighting: N/A

Open Spaces: N/A

Sewers: N/A

Water Mains: N/A

I confirm that the development referred to above has been completed:-

- (a) In accordance with the Planning permissions pertaining to this development. Planning Reference No:- D19A/0972 and all conditions attached thereto, and

- (b) in accordance with the following subsequent permission(s) granted and the conditions attached varying the parent permission (where applicable)

Subsequent Planning Reference Nos: ABP 307574-20

Signed by Architect / Engineer:- _____

Date: _____

Qualifications: _____

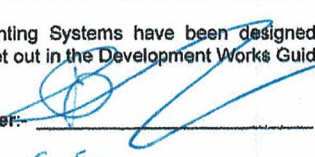
I confirm that the Roads, Drainage Systems and Water Distribution Systems have been designed & constructed in accordance with the standards and requirements set out in the Development Works Guidance Document published by the County Council.

Signed by Architect / Engineer:- _____

Date: _____

Qualifications: _____

I confirm that the Public Lighting Systems have been designed & constructed in accordance with the standards and requirements set out in the Development Works Guidance Document published by the County Council.

Signed by Architect / Engineer:  _____

Date: 2/4/25

Qualifications: B.Sc C.Eng.

Mr Elliott Mack/Elec Consulting





Comhairle Contae County Council

Comhairle Contae Dhúin Laoghaire-Ráth an Dúin, Halla an Chontae, Dún Laoghaire, Co. Átha Cliath, Éire
Dún Laoghaire-Rathdown County Council, County Hall, Dún Laoghaire, Co. Dublin, Ireland
Tel: 01 205 4700 Fax: 01 280 6969 Web: www.dlrco.ie

I confirm that the Landscaped Areas have been designed, constructed and planted in accordance with the standards and requirements set out in the Development Works Guidance Document published by the County Council.

Signed by Landscape Architect / Architect:

Date: 28.03.25

Qualifications: B. Agr. Sc. (Land Mgt) member ILI

Signed by The Developer:-

Date: 21/07/25

For Office Use:

Inspection Report Building Control Section:

Notes/Comment

Signed: (Inspector/Engineer)

Date:-

Recommendation for release of Bond:-
Signed:-

Date:-

Managers Order for Release of Bond:-

No.

Date:-

Bond Returned

Date:-

File Closed

Date:-