Alexandra Basin Redevelopment 2

Bringing Dublin Port To 2040

Planning Particulars Report



CALAFORT ÁTHA CLIATH
DUBLIN PORT

TETRA TECH

(blank page inserted intentionally)

Contents

Schedule 1: Application Form - Maritime Area Planning Application

Schedule 2: Schedule of Drawings

Schedule 3: Ordnance Survey Map Reference Numbers

Schedule 4: Foreshore License (Copy)

Schedule 5: Newspaper Notices and Site Notice (Copies)

Schedule 6: Schedule of Pre-application consultations

Schedule 7: Schedule of Bodies Notified and Copies of Notifications

Schedule 8: EIA Portal Confirmation Notice (Copy)

(blank page inserted intentionally)

Alexandra Basin Redevelopment 2

Bringing Dublin Port To 2040

Planning Particulars - Schedule 1

Application Form - Maritime Area Planning Application



CALAFORT ÁTHA CLIATH
DUBLIN PORT

TETRA TECH

(blank page inserted intentionally)

An Bord Pleanála

Application Form for Permission in respect of a Maritime Area Planning Application.

1.

Please specify the statutory provision under which your application is being made:	Section 291 Planning and Development Act 2000 (as amended)

2. Applicant:

Name of Applicant:	Dublin Port Company
Address:	Dublin Port Company, Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A2
Telephone No:	N/A
Email Address (if any):	N/A

3. Where Applicant is a company (registered under the Companies Acts):

Name(s) of company director(s):	J. Grant (Cathaoirleach/Chairperson), M. Brophy, D. Cronin, B. Grist, M. Ní Cheóinín, B. O'Connell (Bainistíochta / Managing), B. Power. Rúnaí / Secretary: M. Lennon
Registered Address (of company)	Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A2
Company Registration No.	262367
Telephone No.	N/A
Email Address (if any)	N/A

4. Person / Agent acting on behalf of the Applicant (if any):

Name:	Helena Gavin
Address:	Tetra Tech, West Pier Business Campus, Dun Laoghaire, Dublin, A96 N6T7
Telephone No.	+353 (0)1 488 2900
Mobile No. (if any)	N/A
Email address (if any)	helena.gavin@tetratech.com

Should all correspondence be sent to the above address? (Please tick appropriate box) (Please note that if the answer is "No", all correspondence will be sent to the Applicant's address)
Yes: [✓] No:[ ]

Contact Name and Contact Details (Phone number) for arranging entry on site if required / appropriate: Eamon McElroy, Port Engineer; Phone Number: +353 (0) 1 887 6844 / 8876000

5. Person responsible for preparation of Drawings and Plans:

Name:	David Ross
Firm / Company:	Tetra Tech
Address:	Elmwood House, 74 Boucher Road, Belfast, BT12 6RZ.
Telephone No:	+44 (0) 28 9066 7914
Mobile No:	NA
Email Address (if any):	NA
Details all plans / drawings submitted – title of drawings / plans, scale and no. of copies submitted. This can be submitted as a separate schedule with the application form. Details referred to in article 4 of the Planning and Development (Maritime Development) Regulations 2021. This can also be submitted as a separate schedule with the application form **Enclosed.** Please refer to **Schedule 2** of the **Planning Particulars.**	

6. Site:

Site Address / Location of the Proposed Development (as may best identify the land or structure in question)	Alexandra Basin West, off Alexandra Road, and Berth 52/53 basin (Terminal 5) and associated yards off Alexandra Road Extension and Terminal Road South, Dublin Port in Dublin 1 and 3.
Ordnance Survey Map Ref No. (and the Grid Reference where available)	Enclosed. Please refer to **Schedule 3** of the **Planning Particulars.**
Where available, please provide the application site boundary, as shown in the submitted plans / drawings, as an ESRI shapefile in the Irish Transverse Mercator (ITM IRENET95) co-ordinate reference system. Alternatively, a CAD file in .dwg format, with all geometry referenced to ITM, may be provided.	
Area of site to which the application relates in square kilometres	0.7258 square kilometres (72.58 hectares)
Existing use of the site & proposed use of the site:	Existing use: Port Related Uses. Proposed use: Port Related Uses.
Name of the Coastal Planning Authority(s) in whose functional area the site is situated:	Dublin City Council

7. Obligation to obtain permission to carry out development:

Are you in possession of a Maritime Area Consent or a licence granted under section 3 of the Foreshore Act, 1933?
Yes: [✓] No: [ ]
Provide copy of Maritime Area Consent or copy of licence. **Enclosed**. Please refer to **Schedule 4** of the **Planning Particulars.**

8. Site History:

Details regarding site history (if known):
- Alexandra Basin Redevelopment Project (ABR Project) previously permitted under PL29N.P0034, as altered by PM29N.322353 - MP2 Project (Case Ref. PA29N.304888)

9. Description of the Proposed Development:

Brief description of nature and extent of development	In accordance with Section 291 of the Planning and Development Act 2000, as amended, Dublin Port Company gives notice of its intention to make an application for permission to An Coimisiún Pleanála (the Commission) for a period of 10 years for completion of the Alexandra Basin Redevelopment Project (ABR Project) previously permitted under PL29N.P0034 as altered by PM29N.322353 at Alexandra Basin West, off Alexandra Road, and Berth 52/53 basin (Terminal 5) and associated yards off Alexandra Road Extension and Terminal Road South, Dublin Port in Dublin 1 and 3. The proposed development referred to as the 'ABR2 Project' will consist of the following elements: **A.** **Alexandra Basin West:** Completion of the dredging of c. 334,000cum of contaminated material to a depth of c. -10m CD over an area of c. 194,000sqm within the redeveloped Alexandra Basin West and its subsequent remediation; **B.** **Berth 52/53 Basin:** Demolition of existing marine infrastructure including open pile jetty (c. 500sqm) and Ro-Ro Ramp 7; infilling of the Berth 52/53 (Terminal 5) basin over an area of c. 45,650sqm; raising of existing associated yard levels by c. 1.4m over an area of c. 95,000sqm; and; surfacing of infilled area and yard for delivery of the Unified Ferry Terminal permitted under the MP2 Project (Case Ref. PA29N.304888); **C.** **Temporary Infrastructure, Plant and Works:** Temporary infrastructure, plant and works located at the North Wall Quay Extension (Protected Structure), on lands generally adjacent to Berths 49 and 52 West and in the vicinity of Berth 52/53 basin to include storage of treated dredge material pending recovery and reuse, storage and stockpiling areas for untreated dredge material, wastewater treatment plants, treatment and processing facilities for dredge material (such as soil and sediment washing plant, stabilisation/solidification treatment plant, screening and waste quarantine area), pumping equipment / pipelines, and dewatering infrastructure; associated ancillary plant and works, services, lighting, fencing, fuel storage, and site compounds (to typically include site offices, welfare facilities, storage areas, canteen and laboratory), access/egress roadworks arrangements to

	facilitate works and ongoing access to port facilities and decommissioning of all temporary works / plant on completion; **D. Ancillary Development:** All associated and ancillary above and below ground development and site reinstatement works. Permission is sought for a period of 10 years to facilitate the orderly completion of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared with respect to the proposed development and accompany this application for permission. A Protected Structure is located within the application site boundary. The development will be located on a site that currently operates under an Industrial Emissions (IE) Licence (P1022-02/B) under Part IV of the Environmental Protection Agency Act 1992 (as amended for the Protection of the Environment Act, 2003). The site is located close to establishments to which the Chemicals Act (Control of Major Accident Hazards Involving Dangerous Substances) Regulations 2015 (S.I.209 of 2015) apply.

10. Development Details:

Please tick appropriate box:	**If answer is yes please give details**	**YES**	**NO**
Does the application relate to work within or close to a European Site or a Natural Heritage Area?		✓	
Does the development require the preparation of a Natura Impact Statement?		✓	
Does the proposed development require the preparation of an Environmental Impact Assessment Report?		✓	
Do you consider that the proposed development is likely to have significant effects on the environment in a transboundary state?			✓
Does the application relate to a development which comprises or is for the purpose of an activity requiring an integrated pollution prevention and control license.			**✓ (activities require an Industrial Emissions License)**
Does the application relate to a development which comprises or is for the purpose of an activity requiring a waste license?			✓
Do the Comah Regulations 2015 (Control of Major Accident Hazards) apply to the proposed development?			**✓ (located within consultation zone)**

11. Notices:

Details of public newspaper notice – paper(s) and date of publication
Copy of page(s) of relevant newspaper enclosed **Yes: [✓]** No:[ ] **Enclosed**. Please refer to **Schedule 5** of the **Planning Particulars.**
Details of other forms of public notification, if appropriate e.g. website

Website: www.dublinportabr2.ie Site Notices as indicated on the site location map.

12. Pre-application Consultation:

Date(s) of statutory pre-application consultations with An Bord Pleanála
Schedule of any other pre application consultations –name of person / body and date of consultation to be provided as appropriate and also details of any general public consultations i.e. methods, dates, venues etc. This can be submitted as a separate schedule with the application form. Enclosed: **Yes: [✓]** No:[ ] Please refer to **Schedule 6** of the **Planning Particulars.** Schedule of prescribed bodies to whom notification of the making of the application has been sent and a sample copy of such notification. Enclosed: **Yes: [✓]** No:[ ] Please refer to **Schedule 7** of the **Planning Particulars.**

13. Confirmation Notice:

Copy of Confirmation Notice
Attach a copy of the confirmation notice in relation to the EIA Portal where an EIAR accompanies the application. **Enclosed**. Please refer to **Schedule 8** of the **Planning Particulars.**

14. Application Fee:

Fee Payable	**€100,000** EFT Reference 0010033036 – ABR2PLANNINGFEE Payment Reference: SEP0040596

I hereby declare that, to the best of my knowledge and belief, the information given in this form is correct and accurate and that the application documents being deposited at the planning authority offices, and any other location specified by the Board in pre application consultations, including a website (if any) will be identical to the application documents being deposited with the Board.

Signed: (Applicant or Agent as appropriate)	Helena Cavin
Date:	**9 November 2026**

General Guidance Note:

The range and format of material required to be compiled / submitted with any application in respect of a proposed maritime area development shall generally accord with the requirements for a planning application as set out in the Regulations and those Regulations should therefore be consulted prior to submission of any application.

Alexandra Basin Redevelopment 2

Bringing Dublin Port To 2040

Planning Particulars - Schedule 2

Schedule of Drawings



CALAFORT ÁTHA CLIATH
DUBLIN PORT

TETRA TECH

(blank page inserted intentionally)

Drawing Register

	Drawing Number and Title	Size	Scale
General Arrangements	IBE02351-75 ABR2 Project Site Location Map	A1	1:5,000
	IBE02351-100 ABR2 Project Existing Overall Layout Plan	A1	1:5,000
	IBE02351-101 ABR2 Project Existing Site Layout Sheet 1	A0	1:500
	IBE02351-102 ABR2 Project Existing Site Layout Sheet 2	A0	1:500
	IBE02351-103 ABR2 Project Existing Site Layout Sheet 3	A0	1:500
	IBE02351-104 ABR2 Project Existing Site Layout Sheet 4	A0	1:500
	IBE02351-105 ABR2 Project Existing Site Layout Sheet 5	A0	1:500
	IBE02351-106 ABR2 Project Existing Site Layout Sheet 6	A0	1:500
	IBE02351-107 ABR2 Project Existing Site Layout Sheet 7	A0	1:500
	IBE02351-300 ABR2 Project Proposed Layout Plan	A1	1:5,000
	IBE02351-301 ABR2 Project Proposed Layout Plan Alexandra Basin West Sheet 1	A0	1:500
	IBE02351-302 ABR2 Project Proposed Layout Plan Alexandra Basin West Sheet 2	A0	1:500
	IBE02351-303 ABR2 Project Proposed Layout Plan Alexandra Basin West Sheet 3	A0	1:500
	IBE02351-304 ABR2 Project Proposed Layout Plan Alexandra Basin West Sheet 4	A0	1:500
	IBE02351-305 ABR2 Project Proposed Site Layout Plan Berth 52/53 Sheet 1	A0	1:500
	IBE02351-306 ABR2 Project Proposed Site Layout Plan Berth 52/53 Sheet 2	A0	1:500
	IBE02351-307 ABR2 Project Proposed Site Layout Plan Berth 52/53 Sheet 3	A0	1:500
	IBE02351-400 ABR2 Project Permitted Site Layout Plan and Proposed Layout	A1	1:5,000
	IBE02351-500 Works Permitted Under PL 29N.PA0034 Completed and Not Completed	A1	1:5,000
Demolition Layout Plan	IBE02351-550 Demolition Layout Plan	A1	1:1,000
Existing, Proposed and Consented Services and Surfacing	IBE02351-600 Existing and Consented Lighting Layout	A1	1:2,000
	IBE02351-610 Existing, Proposed, and Consented Storm Drainage Layout	A1	1:2,000
	IBE02351-620 Existing and Consented Foul Drainage Layout	A1	1:2,000
	IBE02351-630 Existing and Consented ESB Layout	A1	1:2,000
	IBE02351-640 Existing and Proposed Surfacing Layout	A1	1:2,000
Temporary Works	IBR1345-015D Indicative Plant Layout Berth 49	A2	1:1,250
	IBR1345-016C Indicative Plant Layout Berth 52	A2	1:1,250
	IBR1345-018B Indicative Plant Layout North Wall Quay	A1	1:500
Basin Infill	IBR1345-025A ABR2 Phase 1 - Berth 52 53 Basin Infill	A2	As shown
Sections	IBR1345-026B Indicative Site Sections Sheet 1 of 2	A1	As shown
	IBR1345-027B Indicative Site Sections Sheet 2 of 2	A2	As shown
	IBR1345-028 Treatment Plant Elevations	A3	As shown

Alexandra Basin Redevelopment 2

Bringing Dublin Port To 2040

Planning Particulars - Schedule 3

Ordnance Survey Map Reference Numbers



CALAFORT ÁTHA CLIATH
DUBLIN PORT

TETRA TECH

(blank page inserted intentionally)

Schedule of Ordnance Survey (OS) Map Reference Numbers

Enclosed with the application is a Site Location Map (Drawing No. IBE02351 – 75) which shows the extent of the application site.

No.	Tailte Éireann Sheet No.	No.	Tailte Éireann Sheet No.
1	3198-13	21	3264-20
2	3198-14	22	3199-11
3	3198-15	23	3199-12
4	3198-18	24	3199-21
5	3198-19	25	3199-22
6	3198-20	26	3199-23
7	3198-23	27	3199-24
8	3198-24	28	3264-01
9	3198-25	29	3265-02
10	3264-03	30	3265-03
11	3264-04	31	3265-04
12	3264-05	32	3265-06
13	3264-08	33	3265-07
14	3264-09	34	3265-08
15	3264-10	35	3265-09
16	3264-13	36	3265-10
17	3264-14	37	3265-11
18	3264-15	38	3265-12
19	3264-18	39	3265-16
20	3264-19		

Alexandra Basin Redevelopment 2

Bringing Dublin Port To 2040

Planning Particulars - Schedule 4

Foreshore License (Copy)



CALAFORT ÁTHA CLIATH
DUBLIN PORT

TETRA TECH

(blank page inserted intentionally)

Comhshaol, Pobal agus Rialtas Áitiúil
Environment, Community and Local Government

NOTICE OF DETERMINATION

In accordance with Section 21A of the Foreshore Act, 1933 the Minister for the Environment, Community and Local Government ("the Minister") hereby gives notice that he has determined an application dated 1 July 2015 for a Lease / Licence / Consent under Sections 2(1), 3(1) and 10(1) of the Foreshore Act, 1933 made by Dublin Port Company ("the Applicant") of Port Centre, Alexandra Road, Dublin 1 in respect of works on the foreshore for the Alexandra Basin Redevelopment Project at Alexandra Basin, Dublin 1 (FS005699).

DETERMINATION

The Minister has determined pursuant to the provisions of the Foreshore Act, 1933 (as amended) to grant a Foreshore Lease / Licence / Consent to the Applicant in respect of the development described in the application, subject to the conditions set out in the Foreshore Lease / Licence / Consent.

MAIN REASONS AND CONSIDERATIONS

The Minister has had regard to the following matters in determining the application for a Foreshore Lease / Licence / Consent:

- the application for a Foreshore Lease / Licence / Consent together with accompanying documents;
- the submissions received during the public consultation procedure carried out in respect of the application which commenced on 16 September 2015 and concluded on 11 November 2015;
- the submissions received from prescribed bodies in respect of the application;
- the submissions received during the public consultation and the applicant's responses; the consent conditions to be attached to the Foreshore Lease / Licence / Consent, if granted;
- the nature of the proposal and its purpose;
- the appropriate assessment of the proposed development by the Marine Institute on behalf of the Marine Licence Vetting Committee (MLVC) under domestic and EU law, including the Birds Directive and the Habitats Directive and its conclusions and recommendations in this regard;

- the environmental impact assessment of the proposed development by the MLVC under domestic and EU law, including the EIA Directive, and its conclusions and recommendations in this regard;

- the MLVC assessment and recommendation including specific conditions;

- the advice of the Marine Planning and Foreshore Section of the Department of the Environment, Community and Local Government.

Having had regard to the foregoing, and in particular having regard to the consent conditions attached to the Foreshore Lease / Licence / Consent, and having agreed with the recommendation of the MLVC, the Minister is satisfied (i) that the proposed development on the foreshore would not have significant adverse impacts on human health and safety, nor on the marine environment; (ii) that the proposed development on the foreshore would not adversely affect the integrity of any European site; and (iii) that it is in the public interest to grant the Foreshore Lease / Licence / Consent having regard to the nature of the proposal.

The following information is available on the website of Department of the Environment, Community and Local Government at:

http://www.environ.ie/dublin-port-company-alexandra-basin-re-development

i. Notice of Determination;
ii. Approval of the Minister to Grant the Foreshore Lease / Licence / Consent;
iii. Foreshore Lease / Licence / Consent as executed between the parties, including conditions attached to the determination (which form part of the Foreshore Lease / Licence / Consent);
iv. MLVC Report;
v. Information on the public participation process, including copies of all submissions received;
vi. Submissions made by prescribed bodies;
vii. Application for a Foreshore Lease / Licence / Consent together with supporting materials;

This material may also be inspected free of charge at the following office of the Department:

Marine Planning and Foreshore Section
Department of the Environment, Community and Local Government
Newtown Road
Wexford
Y35 AP90
Tel: 1890 20 20 21
Email: foreshore@environ.ie.

REVIEW PROCEDURE

A review procedure is available before the High Court whereby the substantive or procedural legality of the Minister's determination may be challenged. The review procedure is governed by Order 84 of the Rules of the Superior Courts, 1986 (S.I. 15 of 1986). A person wishing to avail of the review procedure must first file (i) a statement of grounds; and (ii) a verifying affidavit, in the Central Office of the High Court. It is then necessary to make an application for leave to apply to the High Court.

An application for leave to apply for judicial review shall be made within three months from the date when grounds for the application first arose under Section 21(1) of the Order 84 of the Rules of the Superior Courts as amended by S.I No 691 of 2011. The time-limit for such a review commences from the Date of Publication of this Notice of Determination. Practical information on the review mechanism can be obtained from the Citizens Information's website at citizensinformation.ie

Section 50B of the Planning and Development Act, 2000 as amended applies *inter alia* to Judicial Review Proceedings. The matter of costs is addressed under Subsections (2),(2A),(3) &(4). Notwithstanding anything contained in Order 99 of the Rules of the Superior Courts (S.I. 15 of 1986) and subject to subsections (2A), (3) &(4), in proceedings to which this section applies, each party to the proceedings (including any notice party) shall bear its own costs The full text of Section 50B is available at:

http://www.irishstatutebook.ie/2010/en/act/pub/0030/sec0033.html#sec33

DEPARTMENT OF THE ENVIRONMENT, COMMUNITY AND LOCAL GOVERNMENT

12 May 2016

DATED THE 5TH DAY OF MAY 2016

MINISTER FOR THE ENVIRONMENT, COMMUNITY AND LOCAL GOVERNMENT

"the Lessor"

One Part

AND

DUBLIN PORT COMPANY

"the Lessee"

Other Part

FORESHORE LEASE

FORESHORE AT ALEXANDRA BASIN, DUBLIN

Eileen Creedon,
Chief State Solicitor,
Osmond House,
Little Ship Street,
Dublin 8.
File ref.: 2016/01723

LEASE dated the 5th day of MAY 2016

1. Definitions

The definitions contained in the Tenth Schedule shall apply to this Lease and to the several schedules hereto.

2. Interpretation

The interpretation section contained in the Ninth Schedule shall apply to the construction of this Lease and the several schedules hereto.

3. Recitals

3.1. The Lessee has applied to the Lessor for a Foreshore Lease to enter into, use and occupy the Leasehold Area for the purpose of installing, using and maintaining permanent structures, new quay walls and associated infrastructure at North Wall Quay Extension.

3.2. The Lessor in exercise of the power conferred on him by section 2(1) of the Foreshore Act 1933, as amended, has agreed to grant a Foreshore Lease to the Lessee on the terms and conditions set out in this deed.

4. Operative Part

The Lessor in exercise of the powers vested in him by section 2(1) of the Foreshore Act 1933, as amended, and in consideration of the sum of

the receipt of which is hereby acknowledged and the rents herein reserved (including the increases or decreases thereof which may arise under the Eighth Schedule hereto) and the covenants on the part of the Lessee hereinafter contained, **HEREBY DEMISES** unto the Lessee **ALL THAT AND THOSE** the Leasehold Area **TOGETHER WITH** the rights and easements specified in the Second Schedule **EXCEPTING AND RESERVING** unto the Lessor the rights and easements specified in the Third Schedule **TO HOLD** the Leasehold Area unto the Lessee from and including the Term Commencement Date for the Term **SUBJECT TO** all rights, easements, privileges, covenants, restrictions and stipulations of whatsoever nature affecting the Leasehold Area and also **SUBJECT TO** the provisos set out in the Seventh Schedule hereto **YIELDING AND PAYING** unto the Lessor during the Term:

4.1 Yearly and proportionately for any fraction of a year the Initial Rent and, from and including each Rent Review Date (as defined in the Eighth Schedule), such yearly rent as becomes payable under the Eighth Schedule, and in every case the same is to be paid in the manner notified from time to time by the Lessor without any deduction by yearly payment in advance on the Yearly Gale Day;

4.2 Any other sum recoverable by the Lessor as costs or expenses under this Lease, the same to be paid on demand.

AND the Lessee hereby **COVENANTS** with the Lessor to perform and observe the covenants, conditions and stipulations set out in the Fourth and Sixth Schedules hereto to the intent that the burden of those covenants shall run with and bind the Leasehold Area and every part thereof and that the benefit thereof may be annexed to the Adjoining Property and every part thereof.

AND the Lessor hereby **COVENANTS** with the Lessee to perform and observe the covenants, conditions and stipulations set out in the Fifth Schedule hereto to the intent that the burden of those covenants shall run with and bind the Leasehold Area and every part thereof and that the benefit thereof may be annexed to the Adjoining Property and every part thereof.

The address of the Lessee in the State for service of notices and its description is: Port Centre, Alexandra Road, Dublin 1, limited company.

The Lessor **HEREBY ASSENTS** to the registration of the Lease.

IT IS HEREBY FURTHER CERTIFIED that the Family Home Protection Act 1976, Family Law Act 1981, the Judicial Separation and Family Law Reform Act, 1989, the Family Law Act, 1995, the Family Law (Divorce) Act, 1996, and the Civil Partnership and Certain Rights and Obligations of Cohabitants Act, 2010, do not affect the Leasehold Area.

IN WITNESS whereof a person so authorised by the Lessor under section 15(1) of the Ministers and Secretaries Act, 1924 has hereunto subscribed his name and the Lessee has hereunto affixed his seal the day and year first herein **WRITTEN.**

FIRST SCHEDULE

The Leasehold Area

ALL THAT AND THOSE that part of the Foreshore comprising 0.215 hectares, together with any buildings, works or other structures now or to be hereafter constructed thereon to include the Development, being part of the foreshore and bed of the River Liffey, in the County of Dublin as shown outlined in red on the map annexed hereto referred to as Foreshore Lease Map Drawing No. IBM0569-FS-0027 Revision B.

SECOND SCHEDULE

Rights and Easements

5. The following rights and easements (to the extent only that the Lessor is entitled to make such a grant) are hereby granted to the Lessee to be enjoyed by the Lessee in conjunction with the Lessor and all other persons authorised by the Lessor or having like rights and easements:-

5.1 Subject to temporary interruption for repair, alteration or replacement or interruptions outside the control of the Lessor, the free and uninterrupted passage and running of the Utilities to and from the Leasehold Area through the Conduits which are now, or may at any time be in, under or passing through or over the Leasehold Area;

THIRD SCHEDULE

Exceptions and Reservations

6. The following rights and easements are excepted and reserved out of the Leasehold Area to the Lessor and all other persons authorised by the Lessor or having the like rights and easements:

6.1 The full, free and uninterrupted passage and running of the Utilities through the Conduits which are now, or may at any time be in, on, under, or passing through or over the Leasehold Area;

6.2 All mines and minerals on or under the surface of the Leasehold Area together with the right to get and take such mines or minerals;

6.3 The right at all reasonable times and upon reasonable prior notice (except in the case of emergency) to enter the Leasehold Area with or without construction workers or equipment if necessary in order to:-

6.3.1 view and examine the state and condition of the Leasehold Area and to carry out any necessary works, repairs or installations deemed necessary by the Lessor to any part of the Leasehold Area and/or the Adjoining Property;

6.3.2 inspect, cleanse, maintain, repair, connect, remove, lay, renew, relay, re-route, replace, alter or execute any works whatsoever to or in connection with the Conduits and any other services;

6.3.3 remove, at the cost of the Lessee, and abate all buildings, works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent or approval hereby required or which may, in the opinion of the Lessor, be injurious to navigation, the Adjoining Property or the public interest;

6.3.4 restore the Leasehold Area to the former or proper condition thereof upon expiry, termination or forfeiture;

6.3.5 erect or construct any buildings or works which in the opinion of the Lessor may be required for the purposes of navigation the Adjoining Property or the public interest;

FOURTH SCHEDULE

Covenants of the Lessee

7. The Lessee throughout the Term **HEREBY COVENANTS** with the Lessor as follows:-

7.1 Construction of the Development

7.1.1 To construct the Development in accordance with the Plans to the Lessor's satisfaction;

7.1.2 Not to commence any works associated with the construction of the Development, without the prior written consent of the Lessor **PROVIDED ALWAYS** that the Lessor shall not be obliged to grant such consent unless and until the Lessee has obtained and provided to the Lessor copies of all necessary consents, permissions, permits, licenses and authorizations in respect of the Development;

7.1.3 To ensure that adequate warning notices, fencing or other appropriate security and safety measures are in place at all works and structures during the construction of the Development;

7.1.4 Not to undertake any works in the Leasehold Area that do not comply with the Plans applicable at the date that the Development is constructed;

7.1.5 Not to breach any of the Site Specific Conditions;

7.1.6 To immediately notify the Lessor if at any stage the Lessee becomes aware that the Development or any other works within the Leasehold Area do not comply with the Plans that were applicable at the date that the Development was constructed or

such works were performed (unless the Lessee was first notified by the Lessor);

7.1.7 At all times to maintain appropriate resources to ensure the proper exercise of all rights and the performance of all obligations in connection with this Lease including:

7.1.7.1 ensuring that all necessary competent persons are engaged to carry out any works, activities, or operations pursuant to this Lease;

7.1.7.2 using suitable machinery and equipment which is in good repair and condition and maintained to proper safety standards;

7.1.8 To comply in all respects with the provisions, as appropriate, of the Planning Acts, the Building Control Acts, the Construction Regulations, the Public Health Acts and Environmental Laws regarding the Development and to carry out any related works in a good and workmanlike manner to the satisfaction of the Lessor;

7.1.9 To obtain and comply with all grants of planning permission, fire safety certificates and Environmental Licences required for the construction and operation of the Development, at the cost of the Lessee;

7.1.10 Not to implement any grant of planning permission before it and all required fire safety certificates and Environmental Licences have been produced to and approved in writing by the Lessor **PROVIDED THAT** the Lessor may refuse to approve such grants of planning permission, fire safety certificates or Environmental Licences on the grounds that any condition contained in them or anything omitted from them or the period

referred to in them, would in the opinion of the Lessor be or be likely to be, prejudicial to the Lessor's interest in the Leasehold Area;

7.1.11 To furnish to the Lessor a certified copy of every grant or refusal of planning permission, fire safety certificate and Environmental Licence required in relation to the Development and opinions of compliance or (as the case may be) exemption regarding the Planning Acts and Building Regulations in the form recommended or published from time to time by the Royal Institute of the Architects of Ireland or the Institute of Engineers in Ireland;

7.1.12 In the event of the Development or the construction thereof not conforming to the grants of planning permission, fire safety certificate or Environmental Licences procured in respect thereof, to carry out such alterations or amendments as shall be necessary to comply therewith. However, in the event of it becoming impossible to comply with the grants of planning permission, fire safety certificate, or Environmental Licences procured, to restore the Leasehold Area to its former condition to the satisfaction of the Lessor;

7.1.13 At the written request of the Lessor, but at the cost of the Lessee, to make or join with the Lessor in making such objections or representations against or in respect of any such notice, order or for a proposal for a notice as the Lessor may require

PROVIDED ALWAYS that the Plans and/or Site Specific Conditions may be amended from time to time either by agreement between the Lessor and the Lessee or alternatively, by notice in writing, from the Lessor to the Lessee, if the Lessor reasonably considers it necessary to do so for reasons of public safety, protection of the Environment or the Development presents an obstruction to

navigation or fishing, subject in all cases to whatever covenants, conditions and/or undertakings the Lessor may deem necessary to be given on the part of the Lessee.

7.2 Analysis of Leasehold Area

If considered necessary by the Lessor and at the cost of the Lessee, to carry out an analysis and monitoring of the Leasehold Area and waters and of the Adjoining Area and the waters therein, or to pay to the Lessor all expenses incurred by the Lessor to carry out such analysis and monitoring.

7.3 Abatement

To permit the Lessor at any time to enter into and remove from the Leasehold Area and abate all buildings, works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent required under this Lease or applicable Law, or which may in the opinion of the Lessor be injurious to navigation, the Adjoining Property or the public interest and to restore the Leasehold Area to its former or proper condition and to erect or construct any building or works which in the opinion of the Lessor may be required for the purposes of navigation, the Adjoining Property or the public interest.

7.4 Adjoining Property

To use so much of the Adjoining Property as is reasonably required by the Lessee from time to time to exercise his rights and obligations pursuant to Clause 7.1 and Clause 7.7 provided the prior written consent of the Lessor is obtained by the Lessee;

7.5 Rent

To pay the Initial Rent or revised rent reserved by this Lease in the manner specified in Clause 4.1 without any deduction, set-off or counterclaim whatsoever, whether demanded or not;

7.6 Outgoings

7.6.1 To pay and indemnify the Lessor against all Outgoings.

7.6.2 To perform and observe all present and future regulations and requirements of each of the Utility supply authorities in respect of the supply and consumption of Utilities in or on the Leasehold Area.

7.7 Repairs

7.7.1 To repair the Leasehold Area (to include alterations thereto) and to keep same in a good and proper state of repair and condition, to the satisfaction of the Lessor, and to keep the Leasehold Area free from all defects to include but not limited to defects injurious to navigation, the Adjoining Property or the public interest, and as often as may be necessary, to rebuild, reinstate, renew or replace the Leasehold Area to include alterations thereto;

7.7.2 To maintain, repair and keep in good working order and condition, and as often as may be necessary, to renew and replace with articles of a similar kind and quality all Plant and Conduits (if any) in, upon, over or under the Leasehold Area and to repair any damage caused to the Leasehold Area by the breakdown, misuse of, or failure to repair such Plant and Conduits and to indemnify the Lessor against any loss or liability resulting therefrom.

7.8 Cleaning and Maintenance

To keep all parts of the Leasehold Area clean and tidy;

7.9 Yielding Up

At the expiration or sooner determination of the Term, to quietly yield up the Leasehold Area having:-

7.9.1 complied with all the Lessee's covenants contained in the Lease;

7.9.2 if so required by the Lessor, but not otherwise, removed all alterations or additions made to the Leasehold Area by the Lessee, together with any Lessee's fixtures, fittings, furniture and effects and restored the Leasehold Area to its original prevailing condition.

7.10 Right of Entry

To permit the Lessor and with all necessary materials and appliances at all reasonable times upon reasonable prior notice (except in cases of emergency where no notice shall be required) to enter and remain upon the Leasehold Area for any of the following purposes:-

7.10.1 to view and examine the state and condition of the Leasehold Area, and to take schedules or inventories of the Lessor's fixtures and fittings;

7.10.2 to exercise any of the rights excepted and reserved by the Lease and to carry out any obligations arising thereunder;

7.10.3 to establish whether the covenants and conditions of the Lease have been complied with;

7.10.4 for any other purpose connected with the interest of the Lessor in the Leasehold Area and/or Adjoining Property, including but not limited to, valuing or disposing of the interest under the Lease.

7.11 Compliance with notices

Upon written notice being given by the Lessor to the Lessee of any breach of covenant:-

7.11.1 to make good and remedy within thirty (30) days of such notice, or sooner if required in the notice, the breach to the reasonable satisfaction of the Lessor;

7.11.2 if the Lessee fails within thirty (30) days of such notice, or as soon as reasonably possible in the case of emergency, to commence and then diligently and expeditiously to continue and comply with such notice, to permit the Lessor to enter the Leasehold Area and carry out all or any of the works or other steps necessary for compliance with the notice and in default of payment of the cost of such works, same shall be recoverable by the Lessor from the Lessee.

7.12 Operation of Leasehold Area

7.12.1 Not to engage in any activity in or on the Leasehold Area which may result in:-

7.12.1.1 an increase in the risk of contamination, pollution, or overloading in, on or to the Leasehold Area or any part thereof, the Adjoining Property, Foreshore and/or waters in, on, under or surrounding any of the foregoing;

7.12.1.2 damage and disturbance to the Environment, fisheries and all other maritime activities;

7.12.1.3 the creation of any loss, damage, injury, nuisance, inconvenience, annoyance, danger, disturbance or damage to the Lessor, affecting the enjoyment of the Adjoining Property or the value or character of the Leasehold Area;

7.12.1.4 the obstruction of or interference with the rights of owners or occupiers of the Adjoining Property;

7.12.1.5 the interference with or malfunctioning of any fire and safety equipment or appliances installed in the Leasehold Area;

7.12.1.6 the Lessor incurring liability or expense under any statutory provision relating thereto;

7.12.1.7 injury to or interfere unreasonably with fishing, navigation, the Adjoining Property, approved scientific research or the public interest, save where the prior written consent of the Lessor has been obtained;

7.12.1.8 waste, spoil or destruction to the Leasehold Area.

7.12.2 The Lessee throughout the Term **HEREBY COVENANTS** with the Lessor:

7.12.2.1 not to erect, place or display on the Leasehold Area any sign or other item whatsoever without obtaining the prior written consent of the Lessor, which consent shall not be unreasonably refused.

7.12.2.2 not to bring any article, machine, apparatus or thing onto the Leasehold Area which is offensive, unduly combustible or inflammable, radioactive or explosive or which may unduly increase the risk of fire or explosion, save with the Lessor's prior written consent, which consent shall not be unreasonably refused.

not to allow to pass into the Conduits serving the Leasehold Area any noxious or deleterious effluent or other substance which will cause an obstruction or injure the said Conduits and in the event of such obstruction or injury, to make good as soon as practicable at the cost of the Lessee all damage to the satisfaction of the Lessor.

7.13 User

7.13.1 Not without the prior written consent of the Lessor, to use the Leasehold Area except for the Permitted User nor to make any application for planning permission, a fire safety certificate, Environmental Licences or other relevant consents with regard to any change of user or other development relating to the Leasehold Area without the prior written consent of the Lessor, **PROVIDED ALWAYS** that it shall be reasonable for the Lessor to refuse his consent on the grounds that the change of use sought would not be in keeping with the overall development of the Foreshore, and/or reclaimed Foreshore;

7.13.2 To pay the reasonable costs of the Lessor in furnishing any consent under Clause 7.13.1;

7.13.3 Not to use the Leasehold Area for any public meeting, public exhibition or entertainment nor for any dangerous, noisy or noxious or offensive trade, business or occupation whatsoever or for any illegal or immoral purpose, nor permit any sale by auction or use for residential purposes;

7.14 Alterations

7.14.1 Not, without the prior written consent of the Lessor, to erect any new building or structure or to engage in works on, or to make any addition or alteration to the Leasehold Area save for those works specified in the Plans (insofar as the Plans relate to the original Development) and agreed in writing between the Lessor and the Lessee **PROVIDED ALWAYS** that the Lessee shall be responsible for all reasonable costs properly incurred by the Lessor in giving such consent which sum shall be payable within fourteen (14) days of demand by the Lessee to the Lessor;

7.14.2 The Lessee hereby agrees and acknowledges that the Lessor may as a condition of giving consent under Clause 7.14.1, require the Lessee to enter into covenants and/or undertakings concerning the carrying out and insurance of the additions and alterations to the Leasehold Area and to enter into a formal Licence for Alterations relating to such additions or alterations, if requested by the Lessor;

7.14.3 Where the prior written consent of the Lessor has been granted for alterations to the Leasehold Area, not to carry out such alterations without the prior written approval by the Lessor of the Plans (insofar as the Plans relate to the alterations).

7.14.4 To ensure that adequate warning notices, fencing or other appropriate security and safety measures are in place at all works and structures during construction of the said additions and alterations;

7.14.5 To comply in all respects with the provisions, as appropriate, of the Planning Acts, the Building Control Acts, the Construction Regulations and Environmental Laws and to carry out any additions and alterations in a good and workmanlike manner to the satisfaction of the Lessor;

7.14.6 To obtain and comply with all grants of planning permission, fire safety certificates and Environmental Licences required for the construction and operation of the additions and alterations, at the cost of the Lessee;

7.14.7 Not to implement any grant of planning permission before it and all required fire safety certificates and Environmental Licences have been produced to and approved in writing by the Lessor **PROVIDED THAT** the Lessor may refuse to approve such grants of planning permission, fire safety certificates or Environmental Licences on the grounds that any condition contained in them or

anything omitted from them or the period referred to in them, would in the opinion of the Lessor be or be likely to be, prejudicial to the Lessor's interest in the Leasehold Area;

7.14.8 To furnish to the Lessor a certified copy of every grant or refusal of planning permission, fire safety certificate and Environmental Licence required in relation to any additions and alterations to the Leasehold Area and opinions of compliance or (as the case may be) exemption regarding the Planning Acts and Building Regulations in the form recommended or published from time to time by the Royal Institute of the Architects of Ireland or the Institute of Engineers of Ireland;

7.14.9 At the written request of the Lessor, but at the cost of the Lessee, to make or join with the Lessor in making such objections or representations against or in respect of any such notice, order or for a proposal for a notice as the Lessor may require;

7.14.10 On notice in writing by the Lessor, forthwith to pull down and remove any building, erection, alteration or addition erected, placed or made in breach of the foregoing covenants and if any portion of the Leasehold Area has been altered, pulled down or removed in breach of the foregoing covenants upon such request in writing as herein provided, forthwith to amend, restore, replace or rebuild the Leasehold Area in accordance with the Plans applicable at that time.

7.15 Alienation

7.15.1 Not to assign, sublet, mortgage or charge (including lodgement of this Lease with anyone as security), part with or share possession of or otherwise alienate the entirety of the Leasehold Area without the consent of the Lessor in writing;

7.15.2 Not under any circumstances to assign, sublet, mortgage or charge (including lodgement of this Lease with anyone as security) part with or share the possession, use or occupation of or otherwise alienate part only of the Leasehold Area.

7.16 Lessor's Costs

To pay and indemnify the Lessor against all reasonable costs and expenses properly incurred by the Lessor in relation to:

7.16.1 the preparation and service of any notice and of any proceedings under the 1860 Act or the 2009 Act;

7.16.2 the preparation and service of any notice and schedule relating to disrepair;

7.16.3 the recovery or attempted recovery of arrears of rent or other sums payable under this Lease;

7.16.4 procuring the remedying of any breach of covenant by the Lessee;

7.16.5 any application for consent required under the terms of this Lease whether such consent is granted or is refused with reasonable cause;

7.16.6 the clearance or repair of the Utilities and Conduits in or serving the Leasehold Area where they have been blocked or damaged by any act, neglect, default or omission of the Lessee;

7.16.7 any other action taken at the request of or caused by the Lessee.

7.17 Statutory Requirements

7.17.1 At the Lessee's own expense, to comply in all respects in relation to the Leasehold Area with:-

7.17.1.1 all obligations and requirements arising from or under the Law and/or Environmental Laws;

7.17.1.2 any reasonable demand by the Lessor for production of plans, documents and other evidence which the Lessor may require in order to satisfy himself that the provisions of this Lease have been or will be complied with.

7.17.2. Upon receipt of any notice or order relating to the Leasehold Area or the occupier thereof or of any proposal for the same served or given under the Planning Acts, the Building Control Acts, the Construction Regulations, Environmental Laws, Environmental Matters, the Public Health Acts or any statutory provisions forthwith:-

7.17.2.1 to furnish the Lessor with a true copy thereof and any further particulars required by the Lessor;

7.17.2.2 to take all necessary steps to comply with the notice or order, at the cost of the Lessee;

7.17.2.3 at the written request of the Lessor but at the cost of the Lessee, to make or join with the Lessor in making such objections or representations against or in respect of any such notice, order or proposal as the Lessor may reasonably require.

7.18 Encroachments and Easements

7.18.1 Not to obstruct any rights of way to which the Leasehold Area is subject;

7.18.2 Not to permit any new easement, encroachment, or any other third party rights to be made or enjoyed over or in respect of the Leasehold Area or to acknowledge their existence or to grant any such rights;

7.18.3 As soon as the Lessee is aware of any attempt to claim or exercise such third party rights, forthwith to give written notice thereof to the Lessor and, at the request of the Lessor, to take such steps as may be required by the Lessor to prevent their acquisition or otherwise deal with them.

7.19 Indemnity

To keep the Lessor, the State, and their officers, servants, visitors, agents and employees fully indemnified (as well as after the expiration of the Term by effluxion of time or otherwise as during its continuance) from and against all or any actions, proceedings, claims, demands, losses, costs, fees, expenses, damages, penalties and other liabilities arising directly or indirectly from:

7.19.1 breach by the Lessee of any of the provisions of this Lease;

7.19.2 the state of repair or condition of the Leasehold Area;

7.19.3 the existence of any additions, articles or alterations in, on or to the Leasehold Area or from the state of repair or condition of any such additions, articles or alterations;

7.19.4 the user or enjoyment of the Leasehold Area;

7.19.5 any work carried out or in the course of being carried out to the Leasehold Area (to include work undertaken from the Adjoining Property) by the Lessee, his servants, agents or sub-lessees or any other person with its actual or implied authority or from anything now or hereafter attached to or projecting from the Leasehold Area;

7.19.6 any act, neglect or default of the Lessee or any person on the Leasehold Area with his actual or implied authority or consent;

7.19.7 the execution of any works or the provision or maintenance of any arrangements so directed or required by any Law;

7.19.8 any contravention of the Planning Acts, the Building Control Acts, Construction Regulations, Environmental Laws and/or the Public Health Acts and from any applications for planning permission, commencement notices, fire safety certificates, Environmental Licences and works and actions taken in pursuance thereof;

7.19.9 any contravention of the Local Government (Water Pollution) Act, 1977 as amended by the Local Government (Water Pollution)(Amendment) Act, 1990;

7.19.10 any other cause whatsoever arising out of the Development and/or Leasehold Area;

7.20 Stamp Duty, Property Registration Authority and Value Added Tax

7.20.1 To stamp and register (if applicable) the Lease and counterpart thereof as soon as practicable after the execution thereof and to furnish the counterpart duly stamped and registered to the Chief State Solicitor on behalf of the Lessee within six months of the date of execution of the Lease.

7.20.2 To pay any V.A.T. arising from the grant of this Lease or termination or surrender of it or on the rents reserved by it or other payments becoming due hereunder (if any).

7.21 Property Services Regulatory Authority

7.21.1 To Lodge a return with the Property Services Regulatory Authority in the specified format set out under the Property Services (Regulation) Act 2011 within 30 days of the occurrence of any of the following incidents:

7.21.1.1 on receipt of the stamp duty certificate from the Revenue Commissioners/date of execution of the Lease; and

7.21.1.2 on the determination of each rent review specified under the Lease (if applicable) and

7.21.1.3 on the cessation of the Lessee's interest in the Lease.

7.22 Insurance

Without prejudice to the Lessee's liability to indemnify the Lessor (and others as specified in clause 7.19) in accordance with the provisions of Clause 7.19:-

7.22.1 To insure and keep insured, in an insurance office licensed to operate in the State or which has received official authorisation to operate in the State in accordance with Article 6 of Directive 73/239/EEC in the joint names of the Lessor and the Lessee in the full reinstatement cost thereof (to be determined from time to time by the Lessor or his surveyor and including an inflationary factor) the Leasehold Area and all buildings thereon and the fixtures and fittings therein (if any) against loss or damage by the Insured Risks,

including demolition and site clearance expenses, architects' and other fees and taxes in relation to the reinstatement of the Leasehold Area, such policy to include a non-invalidation clause acceptable to the Lessor.

7.22.2 To effect and keep in force a public liability insurance policy of indemnity in the joint names of the Lessor and Lessee in an insurance office licensed to operate in the State with a limit of €6,500,000.00 (six million, five hundred thousand euro)(or such increased amount as the Lessor may from time to time determine) in respect of any one claim for any damage, loss or injury which may occur to any property (not being the property of the Lessor or the Lessee) or to any person by or arising out of the admission of any person to the Leasehold Area, and to extend such policy so that the Lessor is indemnified by the insurers in the same manner as the Lessee.

7.22.3 To effect and keep in force an employer's liability insurance policy with a limit of €12,700,000.00 (twelve million, seven hundred thousand euro)(or such increased amount as the Lessor may from time to time determine) and to extend such policy so that the Lessor is indemnified by the insurers in the same manner as the Lessee in respect of all actions, costs, proceedings, losses, damages, or claims for personal injuries by employees of the Lessee.

7.22.4 In the event that the Leasehold Area or the Development or any part thereof, shall be destroyed or damaged by fire or any of the Insured Risks, then and as often as shall happen, to lay out all monies received in respect of such insurance as aforesaid as soon as practicable in or upon rebuilding, repairing or reinstating the Leasehold Area in a good and substantial manner and in the event that such monies shall be insufficient for the said purpose, to make good the deficiency.

7.22.5 Whenever required to do so by the Lessor, to produce to the Lessor for inspection the said policy or policies together with the latest receipt of the premium paid for renewal of the said policy or policies together with evidence of waiver of subrogation rights against the Lessor by the Lessee's insurers, and to comply with all conditions pertaining to any such policy or policies.

7.22.6 Such joint policy or policies to contain a non-vitiation clause whereby subject to the terms, conditions, limitations of the policy or policies, any non-disclosure, mistake or misrepresentation of a material fact by the Lessee gives sufficient reason for the insurer to prove the insurance policy to be void, the Lessor will not be denied the protection of the policy.

7.22.7 Not to do or omit to do anything which might cause any policy of insurance relating to the Leasehold Area or any Adjoining Property owned by the Lessor to become void or voidable, wholly or in part, nor (unless the Lessee has previously notified the Lessor and the Lessee has agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable.

7.22.8 To immediately notify the Lessor in writing of the making of any claim under any policy of insurance and to provide the Lessor with all information in relation to any such claim.

7.22.9 To ensure that any contractors engaged in connection with activities in the Leasehold Area or otherwise in connection with this Lease have appropriate insurance and that all copies of such insurance policies shall be provided to the Lessor as soon as is reasonably practicable.

7.23 Payment and Invoicing

To make all payments by cheque, bank draft, money order, or electronic transfer, delivered on or before the due date for payment, to the Lessor's address for service pursuant to Clause 10.8.2 or such other address notified to the Lessee by the Lessor in writing, such payments to be made in full, and without deduction or set-off.

7.24 Investigations, Inspections and Enquiries

7.24.1 To use the Lessee's best endeavours to co-operate fully and provide all reasonable assistance in relation to any investigation, inspection or enquiry conducted by the Lessor in connection with this Lease, such investigation to be at the discretion of the Lessor;

7.24.2 The Lessee acknowledges and agrees that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Lease:

7.24.2.1 is without prejudice to the Lessee's rights and obligations under this Lease or at Law and does not amount to a waiver of any such rights or relieve the Lessee from any such obligations; and

7.24.2.2 does not amount to an acknowledgement by the Lessor, or any officer, servant or agent of the Lessor, that the Lessee has complied with this Lease or Law in relation to any matters to which the investigation, inspection or enquiry relates.

7.25 Representation and Warranties

7.25.1 The Lessee represents and warrants to the Lessor that:

7.25.1.1 the Lessee is duly incorporated and organised under the laws of its place of incorporation;

7.25.1.2 the Lessee has the corporate capacity and authorisation (internal and external) to enter into and perform the terms of the Lease;

7.25.1.3 the representative executing this Lease on behalf of the Lessee is duly authorised in that behalf.

7.25.2 This Lease expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the parties, other than as expressly provided for in this Lease

FIFTH SCHEDULE

Covenants of the Lessor

8. Subject to the Lessee paying the rents reserved by this Lease and performing and observing the covenants on the part of the Lessee herein contained, the Lessor **HEREBY COVENANTS** with the Lessee as follows:-

8.1 Quiet Enjoyment

To permit the Lessee, provided he pays the rent and other sums reserved by this Lease and complies with the provisions of this Lease, peaceably to hold and enjoy the Leasehold Area during the Term without any interruption by the Lessor or any person lawfully claiming through, under or in trust for the Lessor.

8.2 Exercise of Rights

In exercising any of the Lessor's rights of entry or other rights in relation to the Leasehold Area-

8.2.1 to take all reasonable steps to ensure that as little damage is done to the Leasehold Area and as little inconvenience is caused to its occupiers as is reasonably practicable;

8.2.2 to make good without delay any damage which may be caused by such exercise but not being responsible for any temporary inconvenience caused.

SIXTH SCHEDULE

Site Specific Conditions

The Lessee throughout the Term **HEREBY COVENANTS** with the Lessor as follows:-

9.1 To use that part of the Foreshore the subject matter of this lease for the purposes as outlined in the application and for no other purposes whatsoever

9.2 To notify the Department of the Environment, Community and Local Government at least 14 days in advance of the commencement of the works on the foreshore.

9.3 Works on the Foreshore shall be certified by a Chartered Engineer stating that they conform to the relevant Irish or British Standard Specification or Codes of Practice for strength, stability and durability and that the said works have been completed in accordance with the Plans and Drawings approved by the Minister.

9.4 During the course of the works the Lessee shall ensure that:
(a) all necessary precautions are put in place to protect the public in accordance with relevant Health and Safety Legislation;
(b) existing public access arrangements to the general foreshore area are not impeded by any plant or materials used in connection with the works, where relevant this access should be made safe and guaranteed by the provision of appropriate signage/notices/barriers etc. to the satisfaction of the Department of the Environment, Community and Local Government;
(c) procedures are adopted to ensure that the works are not injurious to fishing, navigation, adjacent lands or the public interest.

9.5 Shall ensure that all mitigation measures set out of the Environmental Impact Statement, the Natura Impact Statement and associated documentation submitted with the application are implemented in full.

9.6 Prior to the commencement of any works on the foreshore a Construction Environmental Management Plan (CEMP), shall be drawn up by the lessee for the approval of the Minister (subject to such modifications, if any, as he may deem appropriate).

The CEMP shall provide detailed construction methodology and shall further consider all potential and predicted impacts and how they shall be managed, the mitigation and control measures and how they shall be implemented as well as monitoring proposed

The CEMP shall as a minimum, include:

- a Waste Management Plan;
- Pollution Prevention Procedures;
- Environmental Emergency Procedures and Contingency Plans;
- Procedures for the control and minimisation of surface water discharge and suspended solids movement onto the foreshore.

9.7 Prior to the commencement of the works the Lessee shall furnish the names/registered number of all vessels involved in the operation to the Marine Survey Office in Dublin to ensure compliance with respect to Irish Load line and other relevant vessel certification and the Lessee shall ensure that all vessels/floating plant shall have appropriate certification from the Marine Survey Office.

9.8 The Lessee shall arrange for the publication of a local marine notice. This local marine notice should give a general description of operations and approximate dates of commencement and completion. An advertisement in a locally read newspaper shall suffice. Additionally the Lessee shall arrange for a Port Marine Notice to be issued by the Dublin Port Harbour Master.

9.9 The Lessee shall submit annually, for the duration of the works, a report to the Lessor providing brief details of the piling method used, details of the location and dates on which activity took place and the duration of activity on each date. This information shall be included in the the Lessor"Noise Register" as required under the Marine Strategy Framework Directive.

SEVENTH SCHEDULE

Provisos

10. PROVIDED ALWAYS that it is hereby agreed and declared as follows:-

10.1 Termination

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Lessor, if:-

10.1.1 in respect of the application for this Lease, information has been wilfully withheld from the Lessor by the Lessee or information provided to the Lessor by the Lessee is false or misleading in any particular;

10.1.2 any moneys payable by the Lessee under this Lease are not paid by the due date for payment and such failure is not remedied within 21 days after receipt by the Lessee of a notice from the Lessor requiring such breach or non-observance or non performance to be remedied and stating that this Lessee may be terminated pursuant to clause 10.1.2 if such breach or non-observance or non-performance is not remedied;

10.1.3 any breach, non- performance, or non-observance by the Lessee of any covenant on the Lessee's part, condition or agreement contained in this Lease or applicable law, which is capable of being remedied and which is not remedied within 21 days after receipt by the Lessee of a notice from the Lessor requiring such breach or non-performance or non-observance to be remedied and stating that this Lease may be

terminated pursuant to clause 10.1.3 if such breach or non-performance or non-observance is not remedied;

10.1.4 any breach or non-observance or non-performance by the Lessee of any covenant on the Lessee's part, condition or agreement contained in this Lease or applicable law;

10.1.5 repeated breach or non-observance or non-performance by the Lessee of any provision of this Lease or applicable Law which has been notified to the Lessee by the Lessor and which has not been disputed in good faith, whether or not they are remedied, which are reasonably determined by the Lessor to constitute a breach and which continue after receipt by the Lessee of a notice from the Lessor stating that the Lease may be terminated if such breaches or non-observances or non-performances continue;

10.1.6 in the event that the Lessee fails to carry out execute and complete the Development in accordance with the Plans to the satisfaction of the Lessor within five years of the Term Commencement Date;

10.1.7 the capability of the Lessee to discharge fully its obligations under this Lease is materially impaired, including by reason of:

10.1.7.1 the occurrence of the insolvency/liquidation of the Lessee; or

10.1.7.2 any other material adverse change in the managerial, technical or financial competence of the Lessee; and

10.1.8 In the event the Lessor is required to exercise his statutory functions including but not limited to climatic policy or coastal protection or for

any reasons of environmental protection arising from statutory powers of the Lessor or any other Government Minister.

THEN, and in any such case, the Lessor may, without prejudice to any other remedies available under this Lease or at Law, terminate this Lease, by notice in writing to the Lessee **without payment of any compensation or refund by the Lessor to the Lessee and without prejudice to any claim by the Lessor in respect of any antecedent breach of any covenant or condition herein contained or without prejudice to any obligation or liability on the part of the Lessee arising under any applicable Law or pursuant to this Lease (including any accrued rights or obligations which exist at the date of termination or expiry of this Lease)**.

10.2 Forfeiture

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Lessor, if:-

10.2.1 the whole or any part of the rent or other sums reserved by this Lease is unpaid for fourteen days after becoming payable (whether formally demanded or not) or;

10.2.2 there is a breach, non-performance or non-observance of any of the Lessee's covenants (including a covenant for payment of rent, royalty, or other money), conditions or agreements contained herein, applicable Law and/or Environmental Laws; or

10.2.3 if the Lessee (being a body corporate) has a winding-up petition presented against it or passes a winding up resolution or is wound up (whether in Ireland or elsewhere) or a receiver, manager or liquidator (provisional or otherwise) is appointed in respect of the Leasehold Area or any part of it or of the Lessee; or if the Lessee presents a petition for the appointment of an examiner or if the Lessee enters into

a scheme of arrangement or composition with or for the benefit of creditors generally or suffers any distress, execution, sequestration, attachment or similar process to be levied on the Leasehold Area, or

10.2.4 if the Lessee (being an individual or if more than one individual, then any one of them) commits an act of bankruptcy or has a bankruptcy summons or a bankruptcy petition presented against him or is adjudged bankrupt (whether in Ireland or elsewhere) or suffers any distress, execution, sequestration, attachment or similar process to be levied on the Leasehold Area or enters into a scheme of arrangement or composition with or for the benefit of his creditors or has a receiving order made against him or makes an application to any court for an order under the Bankruptcy Act, 1988 or;

10.2.5 the Lessee otherwise ceases to exist, or

10.2.6 where, in respect of the application for this Lease, information has been wilfully withheld from the Lessor by the Lessee or information provided to the Lessor by the Lessee is false or misleading in any particular, or

10.2.7 the Lessee, being a company, shall be struck off the Register in the Companies Registration Office in the Republic of Ireland, or if the Lessee is incorporated outside the Republic of Ireland, struck off within the jurisdiction in which the Lessee was incorporated, or

10.2.8 any of the Representations and Warranties in respect of the Lessee are not true and correct in any respect, or at any stage during the Term, any of the Representations and Warranties in respect of the Lessee cease to be true and correct in any respect;

THEN, and in any such case, the Lessor may at any time thereafter or any person or persons authorised by the Lessor, re-enter the Leasehold Area or any part of it in the name of the whole and thereupon the Term absolutely ceases

and determines without any liability on the part of the Lessor to compensate the Lessee for any monies expended by the Lessee concerning any works already carried out by the Lessee in the Leasehold Area whether in respect of labour costs, materials, professional fees, insurance or otherwise, howsoever incurred by the Lessee arising out of or incidental to the works already carried out by the Lessee, and also without prejudice to any rights or remedies which may then have accrued to the Lessor against the Lessee in respect of any antecedent breach of any of the covenants or conditions contained in this Lease. For the purposes of this provision, the Lessee acknowledges that the Lessor may take such reasonable steps as may be necessary to effect such re-entry so as to minimise such losses as may be incurred by the Lessor.

10.3 No Implied Easements

Nothing in this Lease shall impliedly confer upon or grant to the Lessee any easement, right or privilege other than those expressly granted by it (if any).

10.4 Exclusion of Warranty

Nothing contained in this Lease or in any consent granted or approval given by the Lessor under it implies or warrants that the Leasehold Area may be used under the Planning Acts for the purpose herein authorised or any purpose subsequently authorised and the Lessee hereby acknowledges that the Lessor has not given or made, at any time, any representation or warranty that any such use is or will be or will remain a permitted use under the Planning Acts.

10.5 Covenants relating to Adjoining Property

Nothing contained in or implied by this Lease shall give to the Lessee the benefit of or the right to enforce or to prevent the release or modification of any covenant, agreement or condition, entered into by any lessee of the Lessor in respect of the Adjoining Property.

10.6 Effect of Waiver

Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessor, his servants or agents may have appeared to have waived or released temporarily such covenant.

10.7 No Liability

The Lessor shall not be responsible to the Lessee, its servants, agents, invitees or visitors for any injury, death, damage, destruction or financial or consequential loss whether to persons or property due to the state and condition of the Leasehold Area or any part thereof, or due to any act or default of any agent, servant, workman or other person authorised by the Lessor to enter on the Leasehold Area or using same with the consent of the Lessor.

10.8 Notices

10.8.1 Any demand or notice required to be made, given to, or served on the Lessee under this Lease is duly and validly made, given or served if addressed to the Lessee at Port Centre, Alexandra Road, Dublin 1 (or if the Lessee comprises more than one person, then to any of them) and delivered personally, or sent by prepaid registered, recorded delivery, or ordinary mail, or sent by telex or telegraphic facsimile transmission addressed (in the case of a company) to its registered office or (whether a company or individual) to its last known address, or to the Leasehold Area, and the Lessee covenants to inform the Lessor of any change of its registered office or address within five days of such change.

10.8.2 Any notice required to be given or served on the Lessor is duly and validly given or served if sent by pre-paid registered or recorded delivery mail, addressed to the Lessor at the Department of the Environment, Community and Local Government, Customs House,

in the City of Dublin or such other address as may from time to time be notified to the Lessee.

10.8.3 Any such written notice shall be deemed to have been given when posted at the expiration of three working days after the envelope properly addressed and containing the notice, was put in the post.

10.9 Governing Law

10.9.1 This Lease shall be governed and construed in accordance with the laws of Ireland.

10.9.2 The Lessor and the Lessee hereby submit irrevocably to the non-exclusive jurisdiction of the courts of the Republic of Ireland.

EIGHTH SCHEDULE

Rent Reviews

11. Definitions

11.1 In this schedule, the following expressions shall have the following meanings:

(a) **"Open Market Rent"** means the yearly open market rent without any deductions whatsoever at which the Leasehold Area might reasonably be expected to be let as a whole on the open market with vacant possession at the Relevant Review Date by a willing landlord to a willing tenant (which expression "willing tenant" shall for the avoidance of doubt include the Tenant) and without any premium or any other consideration for the grant of it for a term equal to the length of the Term remaining unexpired at the Relevant Review Date or a period of fifteen years from the Relevant Review Date whichever is the longer and otherwise on the same terms and conditions and subject to the same covenants and provisions contained in this Lease (other than the amount of the rent payable hereunder but including provisions for the review of rent in the same form as this Lease at similar intervals):

(i) assuming:

(A) that the Leasehold Area is at the Relevant Review Date fit, ready and available for immediate occupation by the willing tenant so that they are immediately capable of being used by the willing tenant for all purposes required by the willing tenant that would be permitted under this Lease, and in calculating the Open Market Rent it shall be assumed that the willing tenant has enjoyed whatever are being offered in the open market for fitting out purposes and that all Utilities and other facilities necessary for such occupation are connected to and immediately available for use at the Leasehold Area;

(B) that no work has been carried out to the Leasehold Area by the Lessee, any sub-lessee or their respective predecessors in title during the Term, which has diminished the rental value of the Leasehold Area;

(C) that if the Leasehold Area or any part it has been destroyed or damaged it has been fully rebuilt and reinstated;

(D) that the Leasehold Area is in a good state of repair and decorative condition;

(E) that all the covenants on the part of the Lessor and the Lessee contained in this Lease have been fully performed and observed;

(F) that the Leasehold Area may be used for the construction, operation and maintenance of the Development;

(ii) but disregarding:

(A) any effect on rent of the fact that the Lessee, any permitted sub-lessee or their respective predecessors in title have been in occupation of the Leasehold Area or any part of it;

(B) any goodwill attaching to the Leasehold Area by reason of the business then carried on at the Leasehold Area by the Lessee, any permitted sub-lessee or their respective predecessors in title;

(C) any effect on the rental value of the Leasehold Area attributable to the existence at the Relevant Review Date of any works executed by and at the expense of the Lessee (or any party lawfully occupying the Leasehold Area under the Lessee) with the consent of all relevant persons where required in on or to

the Leasehold Area other than in pursuance of an obligation under this Lease or any agreement therefore;

(b) **"the President"** means the President for the time being of the Society of Chartered Surveyors Ireland and includes any duly appointed deputy of the President or any person authorised by the President to make appointments on his behalf;

() **"Review Dates"** means the first day of the sixth, the eleventh, the sixteenth, the twenty-first,the twenty-sixth and the thirty first year of the Term calculated from the Initial Rent Date and the Relevant Review Date shall be construed accordingly;

(d) **"Reviewed Rent"** means the rent agreed or determined in accordance with the provisions of this schedule.

(e) **"Rent Restrictions"** means restrictions imposed by any statute in force on a Review Date or on the date on which any increased rent is ascertained in accordance with this schedule which operate to impose any limitation, whether in time or amount, on the collection, review or increase in the rent reserved by clause 4.1 of this Lease; and

(f) **"the Surveyor"** means an independent chartered surveyor who is experienced in the valuation or leasing of property similar to the Leasehold Area and is acquainted with the market in the area in which the Leasehold Area is located, appointed from time to time to determine the Open Market Rent pursuant to the provisions of this schedule.

11.2 IT IS HEREBY AGREED between the Lessor and the Lessee as follows:-

11.2.1 Agreement or determination of the Reviewed Rent

The Open Market Rent at any Review Date may be agreed in writing at any time between the Lessor and the Lessee but if, for any reason, they have not so agreed by the Relevant Review Date then the Lessor may by notice in writing to the Lessee require the Open Market Rent to be determined by the Surveyor.

11.2.2 Appointment of Surveyor

If the Lessor has required the Open Market Rent to be determined by the Surveyor, then in default of agreement between the Lessor and the Lessee on the appointment of the Surveyor, the Surveyor shall be appointed by the President on the written application of the Lessor to the President of the Society of Chartered Surveyors Ireland.

11.2.3 Functions of the Surveyor

The Surveyor shall:

(a) determine the Open Market Rent in accordance with the terms of this schedule;

(b) at the option of the Lessor, act either as an arbitrator in accordance with the Arbitration Act 2010 or as an expert, such option to be exercised by the Lessor by giving written notice to the President at the time of the Lessor's written application to the President but if no written notice is given by the Minister as aforesaid, then the Surveyor shall act as an arbitrator;

(c) if acting as an expert invite the Lessor and the Lessee to submit to him, within such time limits (not being less than 15 working days) as he shall consider appropriate, a valuation accompanied if desired, by a statement of reasons and such representations as to the amount of the Open Market Rent with such supporting evidence as they may respectively wish;

(d) be entitled to have access to the Leasehold Area for the purposes of inspecting and examining it as often as he may require; and

(e) within sixty (60) days of his appointment, or within such extended period as the Lessor and the Lessee shall jointly agree in writing, give to each of them written notice of the amount of the Open Market Rent as determined by him.

11.2.4 Fees of Surveyor

The fees and expenses of the Surveyor (if acting as an expert) and the party responsible for paying him shall be determined by the Surveyor (but this shall not preclude the Surveyor from notifying both parties of his total fees and expenses notwithstanding the non-publication at that time of his decision) and failing such determination of the party responsible for paying him, such fees and expenses of the Surveyor together with the costs of his nomination shall be payable by the Lessor and the Lessee in equal shares who shall each bear their own costs, fees and expenses. Without prejudice to the foregoing, both the Lessor and the Lessee shall each be entitled to pay the entire fees and expenses due to the Surveyor and thereafter recover as a simple contract debt the amount (if any) due from the party who failed or refused to pay same.

11.2.5 Appointment of new Surveyor

If the Surveyor fails to give notice of his determination within the time aforesaid, or if he relinquishes his appointment, dies, is unwilling to act, or becomes incapable of acting, of if he is removed from office by court order, or if for any other reason he is unable or unsuited (whether because of bias or otherwise) to act, then either party may request the President to discharge the Surveyor (if necessary) and appoint another surveyor as substitute to act in the same capacity. The procedures set out in this schedule shall apply as though the substitution were an appointment de novo, and such procedures may be repeated as many times as necessary.

11.2.6 Interim payments pending determination

If by the Relevant Review Date the amount of the Reviewed Rent has not been agreed or determined as aforesaid (the date of agreement or determination being the "**Determination Date**"), then:

(a) in respect of the period (**"the Interim Period"**) beginning with the Relevant Review Date and ending on the day before the Yearly Gale Day following the Determination Date, the Lessee shall pay to the Lessor rent at the yearly rate payable immediately before the Relevant Review Date, and

(b) within seven days of the Determination Date:

(i) the Lessee shall pay to the Lessor on demand as arrears of rent the amount (if any) by which the rent reviewed in accordance with this schedule exceeds the rent actually paid during the Interim Period (apportioned on a daily basis) together with:

(A) interest on that amount at the Base Rate from the Relevant Review Date to the due date for payment of that amount and thereafter, and

(B) interest on that amount at the Prescribed Rate until the date of actual payment.

(ii) the Lessor shall refund to the Lessee on demand the amount (if any) by which the rent reviewed in accordance with this schedule is less than the rent actually paid during the Interim Period (apportioned on a daily basis) together with:

(A) interest on that amount at the Base Rate from the Relevant Review Date to the due date for payment of that amount, and

(B) interest on that amount at the Prescribed Rate until the date of actual payment.

11.2.7 Rent Restrictions

On each and every occasion during the Term that Rent Restrictions shall be in force, then and in each and every case:

(a) the operation of the provisions herein for review of the rent shall be postponed to take effect on the first date or dates thereafter upon which such operation may occur; and

(b) the collection of any increase or increases in the rent shall be postponed to take effect on the first date or dates thereafter that such increase or increases may be collected and/or retained in whole or in part and on as many occasions as shall be required to ensure the collection of the whole increase;

AND until the Rent Restrictions shall be relaxed either partially or wholly the rent reserved by this Lease (which if previously reviewed shall be the rent payable under this Lease immediately prior to the imposition of the Rent Restrictions) shall (subject always to any provision to the contrary appearing in the Rent Restrictions) be the maximum rent from time to time payable hereunder.

11.2.8 Memoranda of Reviewed Rent

(a) As soon as the amount of any Reviewed Rent has been agreed or determined a memorandum of such Reviewed Rent shall be prepared by the Lessor or his Solicitors and shall be signed by or on behalf of the Lessor and the Lessee.

(b) The Lessee shall be responsible for and shall pay to the Lessor the stamp duty (if any) payable on such memoranda and any counterparts, but the parties shall each bear their own costs in respect of the preparation and execution of such memoranda and any counterparts.

11.2.9 Time not of the essence

For the purpose of this schedule, time shall not be of the essence.

NINTH SCHEDULE

Interpretation

12. The following shall apply to the construction of this Lease and the several schedules hereto:-

12.1 Where two or more persons are included in the expression "the Lessor" or "the Lessee", such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Lessor, or the Lessee shall be deemed to be made by or with such persons jointly and severally.

12.2 Unless the context otherwise requires-

12.2.1 words importing a person include any firm, corporation sole, unincorporated association or corporate body and vice versa;

12.2.2 any reference to the masculine gender includes reference to the feminine and neuter gender and any reference to the neuter gender includes the masculine and feminine genders;

12.2.3 any reference to the singular includes reference to the plural.

12.3 Any covenant by the Lessee not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and any references to any act, neglect, default or omission of the Lessee shall be deemed to include any act, neglect, default or omission of the Lessee or the sub-lessees, servants, agents, licensees or invitees of the Lessee or any person under its or their control.

12.4 References to any right of the Lessor to have access to or entry upon the Leasehold Area shall be construed as extending to all persons lawfully authorised by the Lessor including agents, nominees, officials, contractors, workmen, professional advisers, prospective purchasers of any interest of the Lessor in the Leasehold Area or in the Adjoining Property and others,

provided that such persons have given reasonable notice (except in the case of an emergency).

12.5 Any reference to a Law (whether specifically named or not) or to any sections or sub-sections in a Law includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given there-under or deriving validity therefrom.

12.6 Clause or schedule headings are inserted for convenience only and do not affect the construction or interpretation of this Lease.

12.7 Any reference to a clause, sub-clause or schedule means a clause, sub-clause or schedule of this Lease.

12.8 If any term or provision in this Lease is held to be illegal, invalid, or unenforceable in whole or in part, such term or provision shall be deemed not to form part of this Lease but the enforceability of the remainder of this Lease is not affected.

12.9 References to "month" or "months" mean a calendar month or months.

TENTH SCHEDULE

Definitions Section

13. In this Lease, unless the context otherwise requires:-

13.1 **"Adjoining Area"** means any Foreshore by the length of the boundary of the Leasehold Area and 100 metres in distance out from the boundary of the Leasehold Area;

13.2 **"Adjoining Property"** means any Foreshore, land and/or buildings adjoining or neighbouring the Leasehold Area;

13.3 **"Building Control Acts"** means the Building Control Acts, 1990 to 2007;

13.4 **"Conduits"** means all sewers, drains, soakways, pipes, gullies, gutters, ducts, mains, watercourses, channels, subways, wires, cables, shafts, flues and other transmission or conducting media and installations (including all fixings, covers, cowls, louvres and other ancillary apparatus) of whatsoever nature or kind or any of them;

13.5 **"Construction Regulations"** means the Safety, Health and Welfare at Work (Construction) Regulations, 1995;

13.6 **"Control"** has the same meaning as in Section 432 of the Taxes Consolidation Act, 1997;

13.7 **"Development"** means new quay walls and associated infrastructure at North Wall Quay Extension. as specified in the Plans;

13.8 **"Environment"** includes any Foreshore, reclaimed Foreshore, land (including without limitation soil, surface land and subsurface strata, sea bed

or river bed and any natural or man made structures), any inland waters, surface waters, ground waters and water in pipes, drains or other conduits and air (including without limitation air within buildings and other natural or man made structures above or below ground);

13.9 **"Environmental Laws"** means all laws (whether criminal, civil or administrative) including common law, statutes, regulations, statutory instruments, directives, bye-laws, orders, codes and judgements having the force of law in Ireland concerning Environmental Matters and protection of the Environment including without limitation the Air Pollution Act, 1987, the Dangerous Substances Act, 1972, the Litter Act, 1982, the Waste Management Act, 1996, the Environmental Protection Agency Acts, 1992 to 2007, the Protection of the Environment Act, 2003 and all regulations, bye-laws, orders and codes made thereunder;

13.10 **"Environmental Licences"** means any permit, licence, approval, consent, registration or other authorisation required by or pursuant to any applicable Environmental Laws or relating to Environmental Matters;

13.11 **"Environmental Matters"** means any matter arising out of, relating to or resulting from pollution, contamination, protection of the Environment, human health or safety, health and safety of animal and plant life, sanitation and any matters relating to emissions, discharges, releases or threatened releases of hazardous materials into the Environment;

13.12 **"Euro"** means the single currency of participating member states of the European Union or such replacement equivalent currency thereof;

13.13 **"Foreshore"** is defined in the same manner as in section 1 of the Foreshore Act as amended by section 60 of the Maritime Safety Act, 2005;

13.14 **"Foreshore Act"** means the Foreshore Act 1933;

13.15 **"Foreshore Acts"** mean the Foreshore Acts 1933 to 2011;

13.16 **"Foreshore Lease"** means a lease granted by the Lessor pursuant to section 2 (1) of the Foreshore Act;

13.17 **"Initial Rent"** means) per annum (if demanded)

13.18 **"Insured Risks"** means any or all of the following risks: fire (including subterranean fire), storm, tempest, flood, earthquake, lightning, explosion, impact, riot, civil commotion, aircraft, labour disturbance and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and such other risks as the Lessor may in his absolute discretion from time to time determine;

13.19 **"Law"** means any Act of the Oireachtas, regulation, Statutory Instrument, European Union obligation, direction of a regulatory or other competent authority, condition of any consent, authorisation, lease or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include this Lease;

13.20 **"Lease"** means this deed and any schedule to it, as may be amended by supplemental indenture from time to time or which is entered into pursuant to or in accordance with the terms hereof;

13.21 **"Leasehold Area"** means that part of the Foreshore more particularly described in the First Schedule of this Lease shown outlined in red on the map annexed hereto, together with the Development thereon;

13.22 **"Lessor"** means the Minister for the Environment, Community and Local Government including his successors and assigns where the context so requires or admits and also includes the party for the time being entitled to the reversion immediately expectant on the determination of the Term;

13.23 "**Lessee**" means Dublin Port Company having its registered office at Port Centre, Alexandra Road, Dublin 1 including its successors and permitted assigns where the context so requires or admits and also includes the party for the time being entitled to the Lessee's interest created by this Lease;

13.24 "**Outgoings**" means all rates, taxes, duties, charges, assessments, impositions and costs (including emergency service charges) of any description including the cost of any work which the Lessor may have to do to facilitate the carrying out of the Development or any act or thing hereby authorised by this Lease (whether or not of a capital or non-recurring nature) which may at any time during the Term be payable in respect of the Leasehold Area and the Utilities enjoyed in connection therewith including any insurance excesses or other sums not recoverable by the Lessee (unless due to its own neglect or default) and any connection and hiring charges and meter rates concerning the Utilities;

13.25 **"Permitted User"** means constructing, operating, and maintaining the Development and carrying out works which are necessary or incidental to these activities. For the avoidance of all doubt, this does not include a demise of any minerals in the Leasehold Area or the right to get and take such minerals, within the meaning of section 2(7) of the Foreshore Act.

13.26 **"Plans"** mean the plans and drawings (as may be amended from time to time pursuant to Clause 7.1) in the custody of and approved in writing by the Lessor and submitted to An Bord Pleanala, approved on 8 day of July 2015 under planning reference number 29N.PA0034 including any subsequent modifications approved by An Bord Pleanala . For the avoidance of doubt, the Plans shall also include the plans and drawings approved in writing by the Lessor in respect of any alterations, improvements or additions to the Leasehold Area;

13.27 "Planning Acts" mean the Planning and Development Acts 2000-2010;

13.28 **Plant"** means any lifts, lift machinery, central heating and air conditioning systems, sprinkler system, boilers, and other electrical and mechanical machinery, equipment, and apparatus of whatsoever nature or kind and wherever installed in the Leasehold Area (if any);

13.29 **"Public Health Acts"** means the Local Government (Sanitary Services) Act, 1878 to 2001;

13.30 **"Representations and Warranties"** mean the representations and warranties given by the Lessee to the Lessor pursuant to Clause 7.24;

13.31 **"Site Specific Conditions"** mean the specifications approved by the Lessor set out in the Sixth Schedule hereto as may be amended from time to time pursuant to Clause 7.1;

13.32 **"Term"** means 99 (ninety nine) years;

13.33 **"Term Commencement Date"** means the date of this Lease:

13.34 **"Utilities"** means water, soil, steam, air, gas, electricity, radio, television, telegraphic, telephonic, computer linking, electronic and other communications, oil and heating fuels and other services of whatsoever nature;

13.35 **"the 1860 Act"** and **"the 2009 Act"** mean respectively the Landlord and Tenant Law Amendment Act, Ireland, 1860 and the Land and Conveyancing Law Reform Act 2009;

13.36 **"V.A.T."** means value added tax as applied under the Value Added Tax Act 1972, as amended, or any similar tax substituted for it; and

13.37 **"Yearly Gale Day"** means the first day of January in every year of the Term.

PRESENT WHEN THE OFFICIAL SEAL OF THE MINISTER FOR THE ENVIRONMENT, COMMUNITY AND LOCAL GOVERNMENT WAS AFFIXED HERETO:-

A person authorised by section 15(1) of the Ministers and Secretaries Act, 1924 to authenticate the seal of the said Minister.

Signature: Louise Roche

Address: Custom House
Dublin 1

Occupation: Civil servant

PRESENT when the **COMMON SEAL**)
of **DUBLIN PORT COMPANY**) _____
was affixed hereto) DIRECTOR
)
) _____
) DIRECTOR ~~/SECRETARY~~

_____

Signature: _____)
)
Address: DUBLIN PORT COMPANY)
)
PORT CENTRE, ALEXANDRA ROAD,)
)
DUBLIN 1)
Occupation: CEO)

DATED THE DAY OF 2016

MINISTER FOR THE ENVIRONMENT, COMMUNITY AND LOCAL GOVERNMENT

"the Lessor"

One Part

AND

DUBLIN PORT COMPANY

"the Lessee"

Other Part

FORESHORE LEASE

FORESHORE AT ALEXANDRA BASIN, DUBLIN

Eileen Creedon,
Chief State Solicitor,
Osmond House,
Little Ship Street,
Dublin 8.
File ref.: 2016/01723

Foreshore boundary

Area of foreshore to be permanently occupied by North Wall Quay Extension Works	2,148 0.215	m² ha

KEY

01 Boundary coordinates

EAST WALL ROAD

ALEXANDRA BASIN

ALEXANDRA BASIN WEST

NORTH WALL QUAY

01

02

Approx 4.3m

Approx. 499.2m

03

04

NORTH WALL QUAY EXTENSION WORKS

EAST LINK BR.

YORK ROAD

PIGEON

Section 2 Foreshore Lease Map [1:2,500]

North Wall Quay Works Boundary				
POINT	ITM Easting (m)	ITM Northing (m)	ING Easting (m)	ING (Northing (m)
01	718091.463	734379.844	318166.322	234353.635
02	718091.034	734375.157	318165.893	234348.947
03	718588.145	734329.631	318663.111	234303.414
04	718598.869	734332.449	318673.837	234306.233

ACCEPTED FOR LEASE

11.04.2016

Edwin Mooney B.ENG. M.I.E.I

Comhshaol, Pobal agus Rialtas Áitiúil
Environment, Community and Local Government

DUBLIN PORT COMPANY
ORDNANCE SURVEY IRELAND
LICENCE No. EN 0001614
© ORDNANCE SURVEY IRELAND/
GOVERNMENT OF IRELAND

Signed: Sinéad Henry
MEng, CEng, MICE

Sinéad Henry

Date: 18/12/2015

Rev	Amendments	Drawn	Date
B	Extra coordinates added. Scale amended	M.H.	05/01/2016
A	Drawing title amended	SAH	21.12.15

RPS
Elmwood House
74 Boucher Road
Belfast
BT12 6RZ
T +44 (0) 28 90 667914
F +44 (0) 28 90 668286
W www.rpsgroup.com/ireland
E ireland@rpsgroup.com

Project
Alexandra Basin Redevelopment
Statutory Applications

Title
Section 2 Foreshore Lease Map

Drawing Status	Sheet Size	Drawing Scale
Foreshore	A3	1:2500

Drawing Number	Rev
IBM0569-FS-0027	B

Project Leader	Drawn By	Date	Initial Review
S.A.H.	KHG	18/12/2015	S.A.H.

Dated the 5th day of MAY 2016

MINISTER FOR THE ENVIRONMENT, COMMUNITY AND LOCAL GOVERNMENT

"the Licensor"

One part

AND

DUBLIN PORT COMPANY

"the Licensee"

Other part

FORESHORE LICENCE

Eileen Creedon

Chief State Solicitor

Osmond House

Little Ship Street

Dublin 8

MB/2016/01725

LICENCE AGREEMENT made the 5th day of MAY 2016

BETWEEN THE MINISTER FOR THE ENVIRONMENT, COMMUNITY AND LOCAL GOVERNMENT, the Custom House, Dublin 01 W6XO (hereinafter called "the Licensor" which expression shall include his successors or assigns where the context so requires or admits) of the One Part; and **DUBLIN PORT COMPANY** having its registered office at Port Centre, Alexandra Road, Dublin 1 (hereinafter called "the Licensee") of the Other Part.

INTRODUCTION

A. The Licensee has applied to the Licensor for a Foreshore Licence to enter onto, use and occupy the Licensed Area for the Permitted Purpose (as herein defined).

B. The Licensor in exercise of the power conferred on him by section 3(1) of the Foreshore Act, 1933, as amended, has agreed to grant a Foreshore Licence to the Licensee on the terms and conditions set out in this Licence.

IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

In this Licence, the following words and expressions have the following meaning:

1.1 "**Business Day**" means a day that is not a Saturday, Sunday or a bank or public holiday in a place where an act is to be performed or a payment is to be made;

1.2 "**Commencement Date**" has the meaning in clause 4.1;

1.3 "**Cure Notice**" has the meaning set out in clause 11.1;

1.4 "**Dispute**" means a difference or dispute of whatsoever nature arising between all or any of the parties under or in connection with this Licence;

1.5 **"Dispute Notice"** has the meaning set out in clause 20.2;

1.6 **"Dispute Resolution Procedure"** means the procedure outlined in clause 20;

1.7 **"Environment"** includes any Foreshore, reclaimed Foreshore, land (including without limitation soil, surface land and subsurface strata, sea bed or river bed and any natural or man made structures), any sea water, inland waters, surface waters, ground waters and water in pipes, drains or other conduits and air (including without limitation air within buildings and other natural or man made structures above or below ground);

1.8 **"Environmental Law"** means all laws (whether criminal, civil or administrative) including common law, statutes, regulations, statutory instruments, directives, bye-laws, orders, codes and judgements having the force of law in Ireland concerning Environmental Matters and protection of the Environment including without limitation the Air Pollution Act, 1987, the Dangerous Substances Act, 1972, the Dumping at Sea Act, 1996, the Litter Act, 1982, the Planning and Development (Amendment) Act, 2010, the Waste Management Act, 1996, the Environmental Protection Agency Acts, 1992 to 2007, the Protection of the Environment Act, 2003, the European Communities (Birds and Natural Habitats) Regulations, 2011 and all other regulations, bye-laws, orders and codes made thereunder;

1.9 **"Environmental Licences"** means any permit, licence, approval, consent, registration or other authorisation required by or pursuant to any applicable Environmental Law or relating to Environmental Matters;

1.10 **"Environmental Matters"** means any matter arising out of, relating to or resulting from pollution, contamination, protection of the Environment, human health or safety, health and safety of animal and plant life, sanitation and any matters relating to emissions, discharges, releases or threatened releases of hazardous materials into the Environment;

1.11 **"Euro"** means the single currency of participating member states of the European Union or such replacement equivalent currency thereof;

1.12 "**Force Majeure**" means an event or circumstance or a combination of events and/or circumstances not within the reasonable control of a party which has the effect of delaying or preventing that party from complying with its obligations under this Licence including:

(a) acts of terrorists or protesters;

(b) war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;

(c) sabotage, acts of vandalism, criminal damage or the threat of such acts;

(d) extreme weather or environmental conditions including lightning, fire, landslide, accumulation of snow or ice, meteorites or volcanic eruption or other natural disasters, measured by reference to local meteorological records published by Met Eireann over the previous ten years;

(e) the occurrence of radioactive or chemical contamination or ionizing radiation, explosion including nuclear explosion, pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds and impact by aircraft or other vehicles;

(f) any strike or other industrial action which is part of a labour dispute of a national or industry wide character occurring in Ireland;

(g) the act or omission of any contractor or supplier of a party, provided that the act or omission was due to an event which would have been an event of Force Majeure had the contractor or supplier been a party t this Licence;

(h) the unavailability of essential infrastructure or services required to comply with obligations pursuant to this Licence, other than due to an act or omission of the Licensee;

(i) mechanical or electrical breakdown or failure of machinery, plant or other facilities owned, installed or utilized by any party, which

breakdown or failure was outside the control of the party acting in accordance with Environmental Law or the Law;

provided that Force Majeure shall not include:

(a) lack of funds and/or the inability of a party to pay;

(b) mechanical or electrical breakdown or failure of Plant or other facilities owned or utilized by a party other than as a result of the circumstances identified in clauses 1.13(a) to 1.13(i), above; or

(c) any strike or industrial action not falling within clause 1.13(f) above;

1.13 "**Foreshore**" has the same meaning as in section 1 of the Foreshore Act as amended by section 60 of the Maritime Safety Act, 2005;

1.14 "**Foreshore Act**" means the Foreshore Act 1933, as amended;

1.16 "**Foreshore Licence**" means a licence granted by the Licensor pursuant to section 3(1) of the Foreshore Act;

1.17 **"Insured Risks"** means any or all of the following risks: fire (including subterranean fire), storm, tempest, flood, earthquake, lightning, explosion, impact, riot, civil commotion, aircraft, labour disturbance and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and such other risks as the Licensor may in his absolute discretion from time to time determine;

1.18 **"Law"** means any Act of the Oireachtas, regulation, statutory instrument, European Community obligation, direction of a regulatory or other competent authority, condition of any consent, authorization, licence or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include this Licence;

1.19 **"Licence"** means this Deed and any Schedule to it, as may be amended by Supplemental Indenture from time to time or which is entered into pursuant to, or in accordance with, the terms hereof;

1.20 "**Licensee**" means the party or parties named as the licensee at the commencement of this Licence ;

1.21 "**License Fee**" has the meaning set out in Clause 5.1;

1.22 "**Licensed Area**" means that part of the Foreshore more particularly described in the First Schedule;

1.23 "**Operations**" means the operations of the Licensee in connection with the use of the Licensed Area for the Permitted Use as permitted by this Licence and subject always to the Specific Conditions.

1.24 **"Outgoings"** means all rates, taxes and charges (including emergency service charges) of any description (whether or not of a capital or non-recurring nature) which may at any time during the Term be payable in respect of the Licensed Area and the Utilities enjoyed in connection therewith including any insurance excesses or other sums not recoverable by the Licensee (unless due to its own neglect or default);

1.25 **"Permitted Use"** means the use of the Licensed Area to carry out capital dredging and dumping of dredge spoil only;

1.26 **"Plant"** means any mechanical machinery, vessels, equipment and apparatus of whatsoever nature or kind located within the Licensed Area;

1.27 "**Representations and Warranties**" mean the representations and warranties given by the Licensee to the Licensor pursuant to clause 15.1;

1.28 **"Review Dates"** means the first day of the sixth, the eleventh, the sixteenth, the twenty first, the twenty sixth and the thirty first year following the Commencement Date and the Relevant Review Date shall be construed accordingly;

1.29 "**Specific Conditions**" mean the specifications set out in the Second Schedule, as may be amended from time to time pursuant to clause 8.2;

1.30 "**Term**" has the meaning set out in clause 4;

1.31 "**Utilities**" mean water, soil, steam, air, gas, electricity, radio, television, telegraphic, telephonic, computer linking, electronic and other communications, oil and heating fuels and other services of whatsoever nature.

1.32 **"Value Added Tax"** means value added tax as applied under the Value Added Tax Act, 1972, as amended, or any similar tax substituted for it.

2 INTERPRETATION

2.1 Where two or more persons are included in the expression "the Licensor" or "the Licensee", such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Licensor or the Licensee shall be deemed to be made by or with such persons jointly and severally.

2.2 Unless the context otherwise requires:

2.2.1 words importing a person include any unincorporated association or corporate body and vice versa;

2.2.2 any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders;

2.2.3 any reference to the singular includes reference to the plural.

2.3 Any covenant in the Licence by the Licensee not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.

2.4 References to any right of the Licensor to have access to or entry upon the Licensed Area shall be construed as extending to all persons lawfully authorised by the Licensor including agents, professional advisers, prospective purchasers of any interest of the Licensor in the Licensed Area or in the Adjoining Property or Foreshore, contractors, workmen and others provided that such persons have given reasonable notice (except in the case of an emergency) and have sufficient reason to require access.

2.5 Any reference to a statute (whether specifically named or not) or to any sections or sub-sections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given there-under or deriving validity there-from.

2.6 Headings are inserted for convenience only and shall not affect the construction or interpretation of this Licence.

2.7 Any reference to a clause, sub-clause or schedule means a clause, sub-clause or schedule of this Licence.

2.8 If any term or provision in this Licence is held to be illegal or unenforceable in whole or in part, such term shall be deemed not to form part of this Licence but the enforceability of the remainder of this Licence shall not be affected.

2.9 References in this Licence to any rights granted to the Licensee shall be construed as being granted to the Licensee and all persons authorised by the Licensee to exercise such rights.

2.10 Rights excepted to the Licensor or reserved to any indemnities to the Licensor are to benefit also any other licensor and if necessary and appropriate the occupiers of the remainder of the Licensed Area, any occupier of adjoining or neighbouring property or Foreshore and any other person authorised by the Licensor or having similar rights.

2.11 Any right or privilege conferred on the Licensor under this Licence shall be deemed to be exercisable by the Licensor during the Term.

2.12 References to "month" or "months" mean a calendar month or months.

2.13 The Term shall extend to and include the term set out herein and if properly determined prior to the expiry of the Term, the Term shall mean the Term up to the date of such determination and expression such as the last year of the Term shall be construed accordingly.

3 GRANT OF LICENCE

3.1 The Licensor in exercise of the powers vested in him by section 3(1) of the Foreshore Act 1933 hereby grants to the Licensee a licence to enter onto, use and occupy the Licensed Area, on the terms and conditions set out in this Licence and in particular the Specific Conditions set out in the Second Schedule for the purpose of the Permitted Use.

3.2 Unless otherwise permitted by Law and with the written consent of the Licensor, the Licensee shall not use the Licensed Area for any other purpose other than the Permitted Use.

4 TERM

4.1 This Licence shall commence on the 20th day of June 2016 (the "Commencement Date").

4.2 Subject to clause 12, this Licence shall remain in force for a period of six (6) years from the Commencement Date (the "Term")

5 LICENCE FEE

5.1 In consideration of the grant of this Licence, the Licensee shall pay to the Licensor the sum of:

(i) on the execution of this Licence; and

(ii) annually payable from the Commencement Date of the Licence and no less amount annually thereafter, but subject to revision by increase for each successive period of five years on the Review Dates.

6 COMMENCEMENT OF OPERATIONS

6.1 The Licensee shall not commence the Operations or works in the Licensed Area without the prior written consent of the Licensor.

6.2 The Licensor is not obliged to grant consent pursuant to clause 6.1 unless and until the Licensee has obtained and provided to the Licensor in respect of the relevant works, activities or Operations copies of all the necessary consents, permissions, permits, licences and authorizations.

7 COMPLIANCE WITH APPLICABLE LAWS

7.1 The Licensee shall at all times comply with all applicable Law and Environmental Law.

7.2 Without prejudice to the generality of clause 7.1, the Licensee shall at all times hold all necessary consents, permissions, licences or authorisations associated with any activities of the Licensee in connection with the Licensed Area (to include Plant and equipment utilised therein).

8 SPECIFIC CONDITIONS

8.1 Unless the prior written approval of the Licensor is obtained, which approval may be granted subject to conditions, the Licensee shall ensure that:

8.1.1 all Operations are in accordance with the Specific Conditions and such Operations at all times comply with the Specific Conditions which are applicable at the date that such Operations take place; and

8.1.2 no Operations, development, work, construction or installation may be undertaken in the Licensed Area that does not comply with the Specific Conditions.

8.2 The Specific Conditions may be amended from time to time:

8.2.1 by agreement between the parties;

8.2.2 by the Licensor by notice in writing to the Licensee if the Licensor reasonably considers it necessary to do so for reasons of public safety or protection of the environment.

8.3 If, at any stage, the Licensee becomes aware that any Operations do not comply with the Specific Conditions that were applicable at the date that such Operations took

place (whether as a result of notification by the Licensor or other competent authority or otherwise), the Licensee shall immediately:

8.3.1 notify the Licensor, unless the Licensee was notified by the Licensor;

8.3.2 unless the Licensor otherwise agrees in writing, take all reasonable steps to ensure that:

(a) such Operations comply with the Specific Conditions that were applicable at the date that such Operations took place; and

(b) any adverse consequence arising out of the fact that the Operations did not comply with the Specific Conditions are rectified to the satisfaction of the Licensor as soon as is reasonably practicable.

9 OPERATIONS IN CONNECTION WITH THIS LICENCE

9.1 The Licensee may, from time to time, with the prior consent of the Licensor occupy and use such area adjacent to the Licensed Area as is reasonably required by the Licensee to exercise its rights pursuant to clause 3.1.

9.2 Without prejudice to any other rights and obligations under this Licence, any Law or Environmental Law, in exercising any of the rights or performing any obligations in connection with this Licence, the Licensee shall:

9.2.1 not use the Licensed Area or permit the same to be used otherwise than for the Permitted Use and for no other purpose or purposes whatsoever;

9.2.2 comply with the Specific Conditions described in the Second Schedule hereto at all times;

9.2.3 ensure that all Plant, works or structures in the Licensed Area (if any) are at all times maintained in a good and proper state of repair and condition to the satisfaction of the Licensor, ensuring that they do not constitute a public health hazard or danger to persons, animals, marine life or the environment, not be injurious to navigation, the adjacent lands or the public interest;

9.2.4 not encumber this Licence without the prior written consent of the Licensor

such consent not to be unreasonably withheld;

9.2.5 at all times maintain appropriate resources to ensure the proper exercise of all rights and the performance of all obligations in connection with this Licence including:

(a) ensuring that all necessary competent persons are engaged to carry out any works, activities, or Operations pursuant to this Licence;

(b) using suitable Plant, machinery and equipment which is in good repair and condition and maintained to proper safety standards;

9.2.6 use all reasonable endeavours to minimize damage and disturbance to the environment, fisheries and all other maritime activities and restore any damage which does occur, to the satisfaction of the Licensor;

9.2.7 not commit or suffer any waste, spoil or destruction on the Foreshore, other than waste, spoil or destruction:

(a) which is reasonably necessary as a consequence of the exercise of the rights and performance of obligations pursuant to this Licence; and

(b) in respect of which the Licensee holds all necessary consents, licences or permissions required by Law or Environmental Law;

9.2.8 carry out an analysis and monitoring of the Licensed Area and the waters within the immediate vicinity and to pay to the Licensor all expenses incurred by the Licensor or a person duly authorised by him, to carry out such analysis and monitoring;

9.2.9 not, without the prior written consent of the Licensor, carry out any works, activities or operations which, in the reasonable opinion of the Licensor, are injurious to or interfere unreasonably with fishing, navigation, adjacent lands, approved scientific research or the public interest;

9.2.10 ensure that adequate warning notices, fencing or other appropriate security and safety measures are in place at all works and structures associated with the Operations and, where necessary for the duration of this Licence;

9.2.11 permit the Licensor and any persons duly authorised by him at any time to remove from the Licensed Area and abate all buildings, works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent required under this Licence or which may in the opinion of the Licensor be injurious to navigation, the adjacent land or the public interest and to restore the Licensed Area to its former or proper condition and to erect or construct any building or works which in the opinion of the Licensor may be required for the purposes of navigation, the adjacent land or the public interest. The Licensee shall compensate the Licensor for all costs associated with the aforesaid removal or abatement.

9.3 Without prejudice to any other remedy under this Licence, at Law or Environmental Law, if the Licensor is of the view that the Licensee is in breach of any obligation pursuant to clause 9.2, the Licensor may, by written notice to Licensee, require that the Licensee rectify such breach within such reasonable time period as is specified by the Licensor.

9.4 The Licensee shall comply with any direction of the Licensor under clause 9.3 within the time specified in the notice.

10 INVESTIGATIONS, INSPECTIONS AND ENQUIRIES

10.1 The Licensor may conduct or cause to be conducted such investigations, inspections and enquiries in connection with this Licence as he sees fit.

10.2 The Licensee shall use all reasonable endeavours to co-operate fully and provide all reasonable assistance in relation to any investigation, inspection or enquiry conducted pursuant to clause 10.1.

10.3 The Licensee acknowledges and agrees that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Licence:

(a) is without prejudice to the Licensee's rights and obligations under this Licence, at Law or Environmental Law and does not amount to a waiver of any such rights or relieve the Licensee from any such obligations; and

(b) does not amount to an acknowledgement by the Licensor, or any officer, servant or agent of the Licensor, that the Licensee has complied with this Licence, Law or Environmental Law in relation to any matters to which the investigation, inspection or enquiry relates.

11 STEP IN RIGHTS

11.1 If at any time any obligation of the Licensee under this Licence is not performed, the Licensor may give written notice to the Licensee (hereinafter referred to as a **"Cure Notice"**) describing the obligation which has not been performed and requiring such failure to be remedied within the period specified in the Cure Notice (which period must be reasonable having regard to the nature of the obligation which was not performed).

11.2 If the failure to perform the obligation referred to in the Cure Notice is not remedied within the period specified in such Cure Notice, the Licensor shall be entitled to engage any personnel, execute any works and to provide and install any equipment which in the opinion of the Licensor may be necessary to secure the performance of the relevant obligations.

11.3 The Licensor may recover the costs and expenses of exercising all rights under clause 11.2 from the Licensee as a civil debt in any court of competent jurisdiction.

11.4 The rights under this clause 11 are without prejudice to any other rights available to the Licensor under this Licence, at Law or Environmental Law.

12 TERMINATION

12.1 The Licensor may, without prejudice to any other remedies available under this Licence, at Law or Environmental Law, terminate this Licence, by notice in writing to the Licensee upon the occurrence of the following events without payment of any compensation or refund by the Licensor to the Licensee and without prejudice to any claim by the Licensor in respect of any antecedent breach of any covenant or condition herein contained or without prejudice to any obligation or liability on the part of the Licensee arising under the Licence, at Law or Environmental Law (including any accrued rights or obligations which exist at the date of termination or

expiry of this Licence):

(i) Where, in respect of the application for this Licence, information has been wilfully withheld from the Licensor by the Licensee or information provided to the Licensor by the Licensee is false or misleading in any material particular;

(ii) if any moneys payable by the Licensee under this Licence are not paid by the due date for payment and such failure is not remedied within 21 days after receipt by the Licensee of a notice from the Licensor requiring such breach or non-observance or non-performance to be remedied and stating that this Licence may be terminated pursuant to clause 12.1(ii) if such breach or non-observance or non-performance is not remedied;

(iii) any breach, non-performance, or non-observance by the Licensee of any covenant on the Licensee's part, condition or agreement contained in this Licence, applicable Law or Environmental Law, which is capable of being remedied and which is not remedied within 21 days after receipt by the Licensee of a notice from the Licensor requiring such breach or non-performance or non-observance to be remedied and stating that this Licence may be terminated pursuant to clause 12.1(iii) if such breach or non-performance or non-observance is not remedied;

(iv) any breach, non-observance or non-performance by the Licensee of any covenant on the Licensee's part, condition or agreement contained in this Licence, applicable Law or Environmental Law, which is not capable of being remedied;

(v) repeated breach, non-observance or non-performance by the Licensee of any provision of this Licence, applicable Law or Environmental Law which has been notified to the Licensee by the Licensor and which has not been disputed in good faith, whether or not they are remedied, which are reasonably determined by the Licensor to constitute a breach and which continue after receipt by the Licensee of a notice from the Licensor stating that the Licence may be terminated if such repeated breach, non-observance or non-performance continues;

(vi) the Licensor is of the view that the capability of the Licensee to discharge fully its obligations under this Licence is materially impaired, including by reason of:

(a) the occurrence of the insolvency / liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation) of the Licensee; or

(b) any other adverse change in the managerial, technical or financial competence of the Licensee.

12.2 Without prejudice to Clause 12.1, this Licence may be determined at any time by the Licensor giving three months notice in writing, expiring on any day, to the Licensee, and upon the termination of such notice the Licence and permission hereby granted shall be deemed to be revoked and withdrawn without payment of any compensation or refund by the Licensor to the Licensee and without prejudice to any claim by the Licensor in respect of any antecedent breach of any covenant or condition herein contained or without prejudice to any obligation or liability on the part of the Licensee arising under any applicable Law, Environmental Law or pursuant to this Licence (including any accrued rights or obligations which exist at the date of termination or expiry of this Licence).

13 RIGHTS AND OBLIGATIONS ON TERMINATION OR EXPIRY

13.1 On the termination or expiry of this Licence:

13.1.1 All rights and powers exercisable by the Licensee pursuant to this Licence shall cease and terminate, but without prejudice to any obligation or liability arising under any applicable Law, this Licence (including any accrued rights or obligations which exist at the date of termination or expiry of this Licence) or without prejudice to any claim by the Licensor in respect of any antecedent breach of any covenant or condition herein contained.

13.1.2 All Operations belonging to the Licensee shall be removed by the Licensee on the termination or expiry of this Licence at its own expense to the satisfaction of the Licensor and the Licensee shall make good any damage cuased by such removal and shall restore the Licensed Area to its former condition.

In the event that the Operations shall not be removed in agreement with the Licensor on the termination or expiry of this Licence, the Licensee shall pay to the Licensor all reasonable costs, expenses and outgoings incurred in so removing the Operations and making good any damage thereby occasioned.

All moneys paid to the Licensor under the terms of this Licence are non-refundable.

14 PAYMENT AND INVOICING

14.1 All payments by the Licensee in connection with this Licence:

(a) shall be made by electronic funds transfer, delivered on or before the due date for payment to the Licensor's address for service pursuant to clause 25 or such other address notified to the Licensee by the Licensor in writing and;

(b) shall be paid in full, without deduction or set off in respect of any amounts in dispute or any other amounts whatsoever.

14.2 If any amount which is payable under this Licence has not been paid on or before the date that payment is due:

(a) the party to whom payment is due may institute proceedings for recovery from the other party; and

(b) in addition to any other remedies under this Licence, the party to whom payment is due is to be paid interest on the outstanding amount at Euribor + 1%, such interest to be calculated from the date that payment was due until the date of the actual payment.

15 REPRESENTATION AND WARRANTIES (IF LICENSEE IS A COMPANY)

15.1 The Licensee represents and warrants to the Licensor that:

(a) The Licensee is duly incorporated and organised under the laws of its place of incorporation;

(b) The Licensee has the corporate capacity and authorisation (internal and external) to enter into and perform the terms of the Licence;

(c) The representative signing this Licence on behalf of the Licensee is duly authorised in that behalf.

15.2 This Licence expressly excludes any warranty, condition or other undertaking implied at Law or by custom and supersedes all previous agreements and understandings between the parties with respect to the subject matter hereof, other than as expressly provided for in this Licence.

16 ASSIGNMENT

The benefit of this Licence is personal to the Licensee and not assignable and the rights given hereunder may only be exercised by the Licensee.

17 INDEMNITIES

17.1 The Licensee hereby indemnifies (as well as after the expiration of the Term by effluxion of time or otherwise as during its continuance) and agrees to keep indemnified and hold harmless the State, the Licensor and his/her officers, servants, agents and employees, against all or any actions, expenses, costs, claims, demands, damages and other liabilities whatsoever in respect of:

(i) the performance of works, the Operations and use of Plant and equipment in the Licensed Area by the Licensee or its servants, agents, employees or contractors; or

(ii) the injury, sickness or death of any person (including the Licensor's servants, agents and employees and any other occupants of the Licensed Area or any adjoining property or Foreshore); or

(iii) all damage to or loss to or of any property or business arising out of or in any way connected with the Licensed Area or the exercise of any of the Licensee's rights herein contained; or

(iv) as a result of any breach by the Licensee of the terms of this Licence; or

(v) any acts or omissions or negligence of the Licensee, its servants, agents, invitees, or any persons in or about the Licensed Area expressly or impliedly with the Licensee's authority or consent;

save to the extent that such actions, loss, claims, damages, expenses and demands are directly attributable to the negligence of the Licensor and/or his officers, servants, agents, employees or contractors.

18 JOINT AND SEVERAL LIABILITY (IF MORE THAN ONE LICENSEE)

Save where otherwise specified, any obligations of the Licensee under this Licence are joint and several obligations.

19 FORCE MAJEURE

19.1 Except as otherwise provided by this Licence, where any party or parties are rendered wholly or partially incapable of performing all or any of their obligations under this Licence by reason of Force Majeure:

19.1.1 as soon as is reasonably practicable, the party affected by the Force Majeure event shall notify the other party, identifying the nature of the event, its expected duration and the particular obligations affected and shall furnish reports at such intervals reasonably requested by the other party during the period of Force Majeure;

19.1.2 this Licence shall remain in effect but that party's obligations, except for an obligation to make payment of money, and the corresponding obligations of the other party, shall be suspended, provided that the suspension shall be of no greater scope and no longer duration than is required by the Force Majeure;

19.1.3 subject to full compliance with this clause 19.1, during suspension of any obligation pursuant to clause 19.1.2, the relevant party shall not be treated as being in breach of that obligation;

19.1.4 the party affected by the Force Majeure shall use all reasonable endeavours to remedy its inability to perform all or any of its obligations under this Licence by reason of Force Majeure and to resume full performance of its obligations under this Licence as soon as is reasonably practicable;

19.1.5 as soon as is reasonably practicable after notification of the Force Majeure, each party shall use all reasonable endeavours to consult with the other party

as to how best to give effect to their obligations under this Licence so far as is reasonably practicable during the period of the Force Majeure;

19.1.6 upon cessation of a party's inability to perform all or any of its obligations under this Licence by reason of Force Majeure, that party shall notify the other party; and

19.1.7 insofar as is possible, any party affected by an event of Force Majeure shall do all things reasonably practicable to mitigate the consequences of the Force Majeure.

19.2 Clause 19.1.4 shall not require the settlement of any strike, walk-out, lock-out or other labour dispute on terms which, in the sole judgement of the party involved in the dispute, are contrary to its interests.

20 DISPUTE RESOLUTION

20.1 Subject to clause 20.10, no party may commence proceedings in relation to any Dispute in connection with this Licence without first complying with the provisions of this clause 20.

20.2 Any party may notify the other party of the occurrence or discovery of any item or event which the notifying party, acting in good faith, considers to be a Dispute under or in connection with this Licence (hereinafter referred to as a "**Dispute Notice**").

20.3 A Dispute Notice shall:

20.3.1 set out the particulars of the issues in dispute in sufficient detail and be accompanied by sufficient supporting documentation (if relevant) to enable the other party to fully understand the Dispute; and

20.3.2 identify an individual to represent that party in discussions in relation to the Dispute, such individual to have:

(a) expertise or experience in the subject matter of the Dispute; and

(b) authority to negotiate in relation to the Dispute.

20.4 The recipient of a Dispute Notice shall, within 10 Business Days after the date of the

Dispute Notice:

(1) appoint an individual to represent such party in discussions in relation to the Dispute, such individual to have:

(a) expertise or experience in the subject matter of the Dispute; and

(b) authority to negotiate in relation to the Dispute; and

(2) notify the details of that individual to the other party.

20.5 The nominated representatives shall meet as soon as practicable, but in any event not more than 20 Business Days after the date of the Dispute Notice, to attempt in good faith using all reasonable endeavours to resolve the Dispute satisfactorily.

20.6 If a Dispute is not resolved to the satisfaction of the parties by the nominated representatives under clause 20.5 within 30 Business Days after the date of the Dispute Notice, the Dispute may, by notice in writing by any party to the other party, be referred to arbitration for determination by a single arbitrator appointed by agreement between the parties.

20.7 Failing agreement on the appointment of an arbitrator within the time frame set out in clause 20.6, the arbitrator shall be appointed at the request of any party, after giving notice in writing to the other party, by the President for the time being of the Law Society of Ireland.

20.8 The provisions of the Arbitration Acts 1954 to 2010 and any amendments thereto shall apply to the arbitration.

20.9 Performance of obligations under this Licence shall continue during any dispute resolution procedure pursuant to this clause 20.

20.10 Nothing in this clause 20 prevents either party from seeking urgent declaratory injunctive or other interlocutory relief.

21 COMPLIANCE WITH PLANNING

21.1 Where applicable, the Licensee shall obtain all planning permissions, fire safety certificates, Environmental Licences, permissions and other consents required for the

Licensed Area, the Operations, Plant and equipment as appropriate and comply at its own cost therewith and any local authority requirements. On the completion of the Operations, the Licensee shall furnish the Minister with its Architects Certificate of Compliance in respect of such permissions.

21.2 The Licensee shall not implement any planning permission before it and all required fire safety certificates and Environmental Licences have been produced to the Licensor.

21.3 In the event of the Licensed Area not conforming to the planning permission, fire safety certificate or Environmental Licences procured in respect thereof, the Licensee shall carry out such amendments as shall be necessary to comply therewith. However, in the event of it becoming impossible to comply with the planning permission, fire safety certificate or Environmental Licences procured, to restore the Licensed Area to its former condition to the satisfaction of the Licensor.

21.4 The Licensee shall not do any anything on or in connection with the Licensed Area, Plant and equipment the doing or omission of which shall be a contravention of the Planning and Development Acts, 2000 to 2010, the Building Control Acts, 1990 to 2007 and the Safety, Health and Welfare at Work Act, 1989 to 2005. In the event of permission or approval from any local authority under the Planning and Development Acts, 2000 to 2010 or Building Control Acts, 1990 to 2007 or the Public Health Acts 1878 to 2001 being necessary for any addition, alteration or change in or to the Licensed Area for the change of use thereof, to apply, at its own cost to the relevant local authority for all approvals, certificates, consents and permissions which may be required in connection therewith and to give notice to the Licensor of the grant or to refusal (as the case may be) together with copies of all such approvals, certificates, consents and permissions forthwith on receipt thereof and to comply with all conditions, regulations, bye-laws and other matters prescribed by any competent authority whether generally or specifically in respect thereof and to carry out such works at the Licensee's own expense in a good and workmanlike manner to the satisfaction of the Licensor. The Licensee shall produce to the Licensor on demand all plans, documents and other evidence as the Licensor may reasonably require in order to satisfy himself that the provisions of this Licence have been complied with in all respects.

21.5 The Licensee shall give notice forthwith to the Licensor of any notice, order or proposal for a notice under the Planning and Development Acts, 2000 to 2010 or the Building Control Acts, 1990 to 2007 or the Public Health Acts, 1878 to 2001 and comply at its own cost therewith.

21.6 The Licensee shall at the request of the Licensor, but at its own cost, make or join in making such objections or representations in respect of any proposal the Licensor may require to be made.

22 OUTGOINGS

22.1 The Licensee shall pay and discharge:

(i) All rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever charged, levied, assessed, imposed upon or payable in respect of the Operations; and

(ii) All costs associated with the Operations and the continued operation and use thereof including the cost of any work which the Licensor may have to do to facilitate the carrying out of the works or any act or thing hereby authorised.

23 EXERCISE OF RIGHTS

To exercise the Licence hereby granted in such a manner as to cause no damage or injury to the Licensed Area, the Licensor, the occupants of the Licensed Area and any adjoining property or Foreshore and to forthwith from time to time with due diligence repair and make compensation for any such damage or injury that may be so caused.

24 INSURANCE

24.1 Without prejudice to the Licensee's liability to indemnify the Licensor in accordance with the provisions of clause 17, the Licensee shall effect and maintain in the joint names of the Licensor and the Licensee from the Commencement Date until the termination or expiry of this Licence (and for such further period thereafter as the Licensor may reasonably require) the following policies of insurance in an insurance office licensed to operate in the State or which has received official authorisation to operate in the State in accordance with Article 6 of Directive 73/239/EEC:-

(a) The Licensed Area, Plant and equipment, and the full reinstatement cost thereof (to be determined from time to time by the Licensor or his surveyor and including any inflationary factor) against loss or damage by fire, explosion or lightning, impact, earthquake, aircraft, floods, storm and tempest, riot, civil commotion and malicious damage or bursting or overflowing of water tanks, apparatus or pipes and including demolition and site clearance expenses, architect's and other fees and taxes in relation to the reinstatement of the Licensed Area. In the event that the Licensed Area or any part thereof shall be destroyed or damaged by fire or any of the aforesaid risks, then and as often as shall happen, the Licensee shall lay out all monies received in respect of such insurance as aforesaid as soon as practicable in or upon rebuilding, repairing or reinstating the Licensed Area in a good and substantial manner and in the event that such monies shall be insufficient for the said purpose, the Licensee shall make good the deficiency;

(b) A public liability insurance policy of indemnity with a limit of €6,500,000.00 (six million five hundred thousand euro) (or such increased amount as the Licensor may from time to time reasonably determine) in respect of any one claim and unlimited as to the number of accidents or claims during the currency of this Licence in respect of any one claim for any damage, loss or injury which may occur to any property (not being the property of the Licensor or the Licensee) or to any person by or arising out of the admission of any person to the Licensed Area;

(c) To effect and keep in force an employer's liability insurance policy with a limit of €12,700,000.00 (twelve million seven hundred thousand euro) (or such increased amount as the Licensor may from time to time determine) and to extend such policy so that the Licensor is indemnified by the insurers in the same manner as the Licensee in respect of all actions, costs, proceedings, losses, damages, or claims for personal injuries by employees of the Licensee;

(d) In the event that the Licensed Area or any part thereof, shall be destroyed or damaged by fire or any of the Insured Risks, then and as often as shall happen, to lay out all monies received in respect of such insurance as aforesaid as soon as practicable in or upon rebuilding, repairing or reinstating the Licensed Area

in a good and substantial manner and in the event that such monies shall be insufficient for the said purpose, to make good the deficiency;

(e) Whenever required to do so by the Licensor, to produce to the Licensor for inspection the said policy or policies together with the latest receipt of the premium paid for renewal of the said policy or policies together with evidence of waiver of subrogation rights against the Licensor by the Licensee's insurers, and to comply with all conditions pertaining to any such policy or policies;

(f) Such joint policy or policies to contain a non vitiation clause whereby subject to the terms, conditions, limitations of the policy or policies, any non disclosure, mistake or misrepresentation of a material fact by the Licensee gives sufficient reason for the insurer to prove the insurance policy to be void, the Licensor will not be denied the protection of the policy;

(g) Not to do or omit to do anything which might cause any policy of insurance relating to the Licensed Area, the Operations, Plant and equipment any adjoining property or Foreshore owned by the Licensor to become void or voidable, wholly or in part, nor (unless the Licensee has previously notified the Licensor and the Licensee has agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable;

(h) To immediately notify the Licensor in writing of the making of any claim under any policy of insurance and to provide the Licensor with all information in relation to any such claim; and

(i) To ensure that any contractors engaged in connection with activities in the Licensed Area or otherwise in connection with this Licence have appropriate insurance and that all copies of such insurance policies shall be provided to the Licensor as soon as is reasonably practicable.

24.2 The Licensee shall produce such policy or policies of insurance and the latest receipt of the premium paid for renewal of the said policy or policies to the Licensor for inspection as and when called upon to do so by the Licensor and to comply with all

conditions pertaining to any such policy or policies.

24.3 The Licensee must immediately notify the Licensor in writing of the making of any claim under any policy of insurance and must provide the Licensor with all information in relation to any such claim.

25 THE LICENSEE MUST ENSURE THAT ANY CONTRACTORS ENGAGED IN CONNECTION WITH ACTIVITIES IN THE LICENSED AREA OR OTHERWISE IN CONNECTION WITH THIS LICENCE HAVE APPROPRIATE INSURANCE AND ALL COPIES OF SUCH INSURANCE POLICIES SHOULD BE PROVIDED TO THE LICENSOR AS SOON AS IS REASONABLY PRACTICABLE.

26 NOTICES

26.1 Save where otherwise specified, any notice to be given on foot of this Licence may be given in writing sending same by pre-paid post to (i) the registered office of the Licensee at Port Centre, Alexandra Road, Dublin 1 or such other address as shall be notified to the Licensor, in writing, or (ii) the office of the Licensor being the Custom House, Dublin 1 W6XO or such other address as shall be notified to the Licensee, in writing.

26.2 Any such written notice shall be deemed to have been given when posted at the expiration of three working days after the envelope containing the same and properly addressed was put in the post.

27 VARIATION

No amendment or variation to this Licence shall be effective unless it is in the form of a supplemental agreement executed by the Parties.

28 RELATIONSHIP OF THE PARTIES

28.1 Nothing in this Licence may be interpreted or construed as creating any landlord and tenant relationship, any tenancy in or right to possession of or any right of easement over or in respect of the Licensed Area or adjoining property/Foreshore of the Licensor, or any agency, association, joint venture or partnership between the

Licensor and the Licensee.

28.2 Except as is expressly provided for in this Licence, nothing in this Licence grants any right, power or authority to any party to enter into any agreement or undertaking for, act on behalf of or otherwise bind the other party.

27.3 It is hereby certified for the purposes of Section 29 of the Companies Act 1990 that the Licensor is not a director or a person connected with a director of the Licensee.

29 SEVERABILITY

29.1 If any provision of this Licence is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the relevant body of the European Union, that provision shall be severed and the remainder of this Licence shall remain in full force and effect.

29.2 The parties shall comply with this Licence as amended in accordance with this clause 28.

30 STAMP DUTY

31 TO STAMP (IF APPLICABLE) THIS LICENCE AND COUNTERPART THEREOF AS SOON AS PRACTICABLE AFTER THE EXECUTION OF SAME AND TO FURNISH THE COUNTERPART DULY STAMPED TO THE CHIEF STATE SOLICITOR ON BEHALF OF THE LICENSEE WITHIN THREE MONTHS OF THE DATE OF EXECUTION OF THE LICENCE.

32 GOVERNING LAW

32.1 The Licence shall be governed by, and construed in accordance with, the laws of Ireland.

32.2 Subject to clause 20, the Parties hereby submit irrevocably to the exclusive jurisdiction of the courts of Ireland.

FIRST SCHEDULE

"LICENSED AREA"

ALL THAT AND THOSE Foreshore comprising 663.651 hectares or thereabouts statute measure, together with any works or other structures to be hereafter constructed thereon (if any), situate at Dublin Port and approach channel to Dublin Port as shown outlined in red on map titled Section 3 Foreshore Licence Map IBM0569-FS-0025.

SECOND SCHEDULE

"SPECIFIC CONDITIONS"

Throughout the Term of the Licence:

1. The Licensee shall use that part of the foreshore the subject matter of this licence for the purposes as outlined in the application and for no other purposes whatsoever.
2. The Licensee shall notify the Department of the Environment, Community and Local Government at least 14 days in advance of the commencement of the works on the foreshore.
3. During the course of the works the Licensee shall ensure that:

   (a) all necessary precautions are put in place to protect the public in accordance with relevant Health and Safety Legislation;

   (b) existing public access arrangements to the general foreshore area are not impeded by any plant or materials used in connection with the works, where relevant this access should be made safe and guaranteed by the provision of appropriate signage/notices/barriers etc. to the satisfaction of the Department of the Environment, Community and Local Government;

   (c) procedures are adopted to ensure that the works are not injurious to fishing, navigation, adjacent lands or the public interest.

4. The capital dredge works shall have a maximum navigation channel dredge depth of -10.0m CD.
5. The Licensee shall ensure that all mitigation measures set out in the Environmental Impact Statement, the Natura Impact Statement and associated documentation submitted with the application are implemented in full.
6. Prior to the commencement of any works on the foreshore a Construction Environmental Management Plan (CEMP), shall be drawn up by the Licensee for the approval of the Minister (subject to such modifications, if any, as he may deem appropriate).

The CEMP shall provide detailed construction methodology and shall further consider all potential and predicted impacts and how they shall be managed, the mitigation and control measures and how they shall be implemented as well as monitoring proposed.

The CEMP shall as a minimum, include:

- a Waste Management Plan;
- Pollution Prevention Procedures;
- Environmental Emergency Procedures and Contingency Plans;
- Procedures for the control and minimisation of surface water discharge and suspended solids movement onto the foreshore.

7. Prior to the commencement of dredging operations on the foreshore within the navigation channel the Licensee shall hold a valid Dumping At Sea Permit from the Environmental Protection Agency.
8. The Licensee shall ensure that all imported rock armour material is free of any contamination and invasive alien species and is sourced from authorised/licensed quarry operators.
9. Prior to the commencement of the works the Licensee shall furnish the names/registered number of all vessels involved in the operation to the Marine Survey Office in Dublin to ensure compliance with respect to Irish Load line and other relevant vessel certification and the Licensee shall ensure that all vessels/floating plant shall have appropriate certification from the Marine Survey Office.
10. The Licensee shall arrange for the publication of a local marine notice. This local marine notice should give a general description of operations and approximate dates of commencement and completion. An advertisement in a locally read newspaper shall suffice. Additionally the Licensee shall arrange for a Port Marine Notice to be issued by the Dublin Port Harbour Master.
11. The Licensee shall submit annually, for the duration of the works, a report to the Department of the Environment, Community and Local Government providing brief details of the piling method used, details of the location and dates on which activity took place and the duration of activity on each date. This information shall be included in the Department of the Environment, Community and Local Government's "Noise Register" as required under the Marine Strategy Framework Directive.

IN WITNESS whereof a person so authorised by the Licensor under Section 15(1) of the Ministers and Secretaries Act 1924 has hereunto subscribed his name and the Licensee has entered into this License and affixed its seal the day and year first herein **WRITTEN**.

PRESENT WHEN THE OFFICIAL)

SEAL OF THE MINISTER FOR THE)

ENVIRONMENT, COMMUNITY AND)

LOCAL GOVERNMENT)

WAS AFFIXED HERETO:-)

) Aoife Ní Shea

) A person authorised

) by Section 15(1) of

) the Ministers and

) Secretaries Act,

) 1924 to authenticate

) the seal of the said

) Minister.

Signature: Louise Roche)

)

Address: Personnel)

Custom House)

Dublin 1)

)

Occupation: Civil servant

GIVEN UNDER the **COMMON SEAL**)

of **DUBLIN PORT COMPANY**)

was)

affixed hereto in accordance with its)

Memorandum and Articles of Association)

)

)

Signature:)

)

Address:)

)

)

)

Occupation :)

DIRECTOR

)Director

Dated 5th day of MAY 2016

MINISTER FOR THE ENVIRONMENT, COMMUNITY AND LOCAL GOVERNMENT

"the Licensor"

One part

-AND-

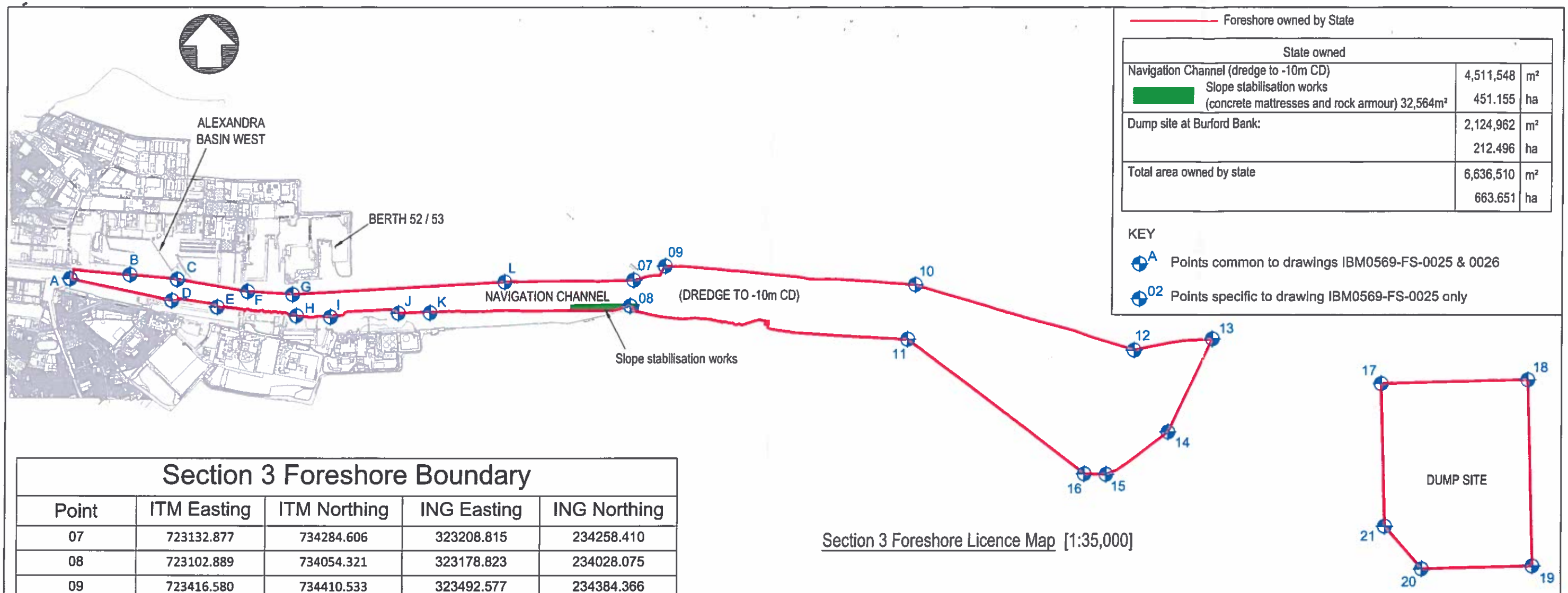
DUBLIN PORT COMPANY

"the Licensee"

Other Part

FORESHORE LICENCE

Eileen Creedon
Chief State Solicitor
Osmond House
Little Ship Street
Dublin 8
Ref: MB/2016/01725



Foreshore owned by State

State owned		
Navigation Channel (dredge to -10m CD)	4,511,548	m²
Slope stabilisation works (concrete mattresses and rock armour) 32,564m²	451.155	ha
Dump site at Burford Bank:	2,124,962	m²
	212.496	ha
Total area owned by state	6,636,510	m²
	663.651	ha

KEY

A Points common to drawings IBM0569-FS-0025 & 0026

02 Points specific to drawing IBM0569-FS-0025 only

Section 3 Foreshore Licence Map [1:35,000]

Section 3 Foreshore Boundary

Point	ITM Easting	ITM Northing	ING Easting	ING Northing
07	723132.877	734284.606	323208.815	234258.410
08	723102.889	734054.321	323178.823	234028.075
09	723416.580	734410.533	323492.577	234384.366
10	725674.201	734243.705	325750.682	234217.517
11	725605.379	733754.938	325681.851	233728.644
12	727647.953	733656.016	327724.862	233629.714
13	728352.134	733757.928	328429.192	233731.653
14	727955.307	732923.780	328032.289	232897.321
15	727399.712	732543.238	327476.579	232516.693
16	727200.894	732547.856	327277.719	232521.311
A	718061.526	734296.219	318136.379	234269.992
B	718597.671	734332.558	318672.639	234306.342
C	719024.289	734289.744	319099.348	234263.521
D	718976.635	734101.647	319051.686	234075.383
E	719386.154	734043.369	319461.293	234017.095
F	719658.848	734181.888	319734.044	234155.646
G	720064.078	734155.731	320139.361	234129.486
H	720099.666	733964.653	320174.959	233938.367
I	720404.722	733954.495	320480.080	233928.209
J	721014.881	733988.305	321090.369	233962.030
K	721299.130	733992.058	321374.679	233965.786
L	721971.724	734267.749	322047.414	234241.541

Dump Site Foreshore Boundary

Point	ITM Easting	ITM Northing	ING Easting	ING Northing
17	729872.714	733357.151	329950.100	233330.800
18	731182.335	733393.134	331260.000	233366.800
19	731228.406	731724.296	331306.100	231697.600
20	730240.217	731697.109	330317.700	231670.400
21	729907.592	732077.729	329985.000	232051.100

ACCEPTED FOR LICENCE
11.04.2016
Edwin Mooney B.ENG. M.I.E.I
Comhshaol, Pobal agus Rialtas Áitiúil
Environment, Community and Local Government

DUBLIN PORT COMPANY
ORDNANCE SURVEY IRELAND
LICENCE No. EN 0001614
© ORDNANCE SURVEY IRELAND/
GOVERNMENT OF IRELAND

Signed: Sinéad Henry
MEng, CEng, MICE

Date: 18/12/2015

Rev	Amendments	Drawn	Date
A	Slope stabilisation units amended	SAH	21.12.15

RPS
Elmwood House
74 Boucher Road
Belfast
BT12 6RZ
T +44 (0) 28 90 667914
F +44 (0) 28 90 666288
W www.rpsgroup.com/ireland
E ireland@rpsgroup.com

Project
Alexandra Basin Redevelopment
Statutory Applications

Title
Section 3 Foreshore Licence Map

Drawing Status	Sheet Size	Drawing Scale
Foreshore	A3	1:35,000

Drawing Number	Rev
IBM0569-FS-0025	A

Project Leader	Drawn By	Date	Initial Review
S.A.H.	KHG	18/12/2015	S.A.H.

Comhshaol, Pobal agus Rialtas Áitiúil
Environment, Community and Local Government

5 May 2016

Mr Michael Sheary
Company Secretary and Financial Controller
Dublin Port Company
Port Centre
Alexandra Road
Dublin 1

File Ref.: FS005699

CONSENT UNDER SECTION 10 OF THE FORESHORE ACT, 1933

Dear Mr Sheary

I wish to inform you that the Minister for the Environment, Community and Local Government (hereinafter referred to as "the Minister"), in exercise of the powers conferred on him by Section 10(1) of the Foreshore Act, 1933 hereby gives consent to Dublin Port Company, Port Centre, Alexandra Road, Dublin 1 (hereinafter referred to as "the Consent Holder") for capital dredging and works at Alexandra Basin West, Berths 52 & 53 and a marina protection structure (hereinafter referred to as the "the Works").

The Minister's consent is subject to the compliance with the following conditions:

1. This consent shall remain in force from the date of acceptance by Dublin Port Company except as may be hereinafter provided.
2. The Consent Holder shall use that part of the Foreshore the subject matter of this licence for the purposes as outlined in the application and for no other purposes whatsoever.
3. The Works shall be carried out within the area delineated in red on the Foreshore Section 10 Consent Map Drawing Number: IBM0569-FS-0026 attached hereto.
4. The Consent Holder shall notify the Department of the Environment, Community and Local Government at least 14 days in advance of the commencement of the Works on the Foreshore.
5. The Consent Holder shall ensure that Works are completed in accordance with the drawings and documents submitted in support of the application.
6. During the course of the Works the Consent Holder shall ensure that:
   (a) all necessary precautions are put in place to protect the public in accordance with relevant Health and Safety Legislation;

Páipéar 100% Athchúrsáilte
Printed on 100% recycled paper

(b) existing public access arrangements to the general foreshore area are not impeded by any plant or materials used in connection with the Works, where relevant this access should be made safe and guaranteed by the provision of appropriate signage/notices/barriers etc. to the satisfaction of the Department of the Environment, Community and Local Government;
(c) procedures are adopted to ensure that the Works are not injurious to fishing, navigation, adjacent lands or the public interest.

7. Prior to the commencement of dredging work within Alexandra Basin West and the placement of treated sediments works within Berths 52/53 on the foreshore the Consent Holder shall hold a valid Industrial Emissions Licence from the Environmental Protection Agency.
8. The Consent Holder shall ensure that all mitigation measures set out in the Environmental Impact Statement, the Natura Impact Statement and associated documentation submitted with the application are implemented in full.
9. Prior to the commencement of any Works on the foreshore a Construction Environmental Management Plan (CEMP), shall be drawn up by the Consent Holder for the approval of the Minister (subject to such modifications, if any, as he may deem appropriate).

   The CEMP shall provide detailed construction methodology and shall further consider all potential and predicted impacts and how they shall be managed, the mitigation and control measures and how they shall be implemented as well as monitoring proposed.

   The CEMP shall as a minimum, include:

   - a Waste Management Plan;
   - Pollution Prevention Procedures;
   - Environmental Emergency Procedures and Contingency Plans;
   - Procedures for the control and minimisation of surface water discharge and suspended solids movement onto the foreshore.

10. Prior to the commencement of the Works the Consent Holder shall furnish the names/registered number of all vessels involved in the operation to the Marine Survey Office in Dublin to ensure compliance with respect to Irish Load line and other relevant vessel certification and the Consent Holder shall ensure that all vessels/floating plant shall have appropriate certification from the Marine Survey Office.
11. The Consent Holder shall arrange for the publication of a local marine notice. This local marine notice should give a general description of operations and approximate dates of commencement and completion. An advertisement in a locally read newspaper shall suffice. Additionally the Consent Holder shall arrange for a Port Marine Notice to be issued by the Dublin Port Harbour Master.
12. The Consent Holder shall submit annually, for the duration of the Works, a report to the Department of the Environment, Community and Local Government providing brief details of the piling method used, details of the location and dates on which activity took place and the duration of activity on each date. This information shall be included in the Department of the

Environment, Community and Local Government's "Noise Register" as required under the Marine Strategy Framework Directive.

If you are agreeable to abide by the above conditions, please arrange to have the undertaking below signed on behalf of Dublin Port Company and returned to the undersigned as soon as possible.

Yours sincerely

Roger Harrington
Principal Officer
Marine Planning – Foreshore Section
Dept. of the Environment, Community & Local Government
Newtown Road, Wexford, Y35 AP90
+353-(0)53-9117340
Roger.harrington@environ.ie

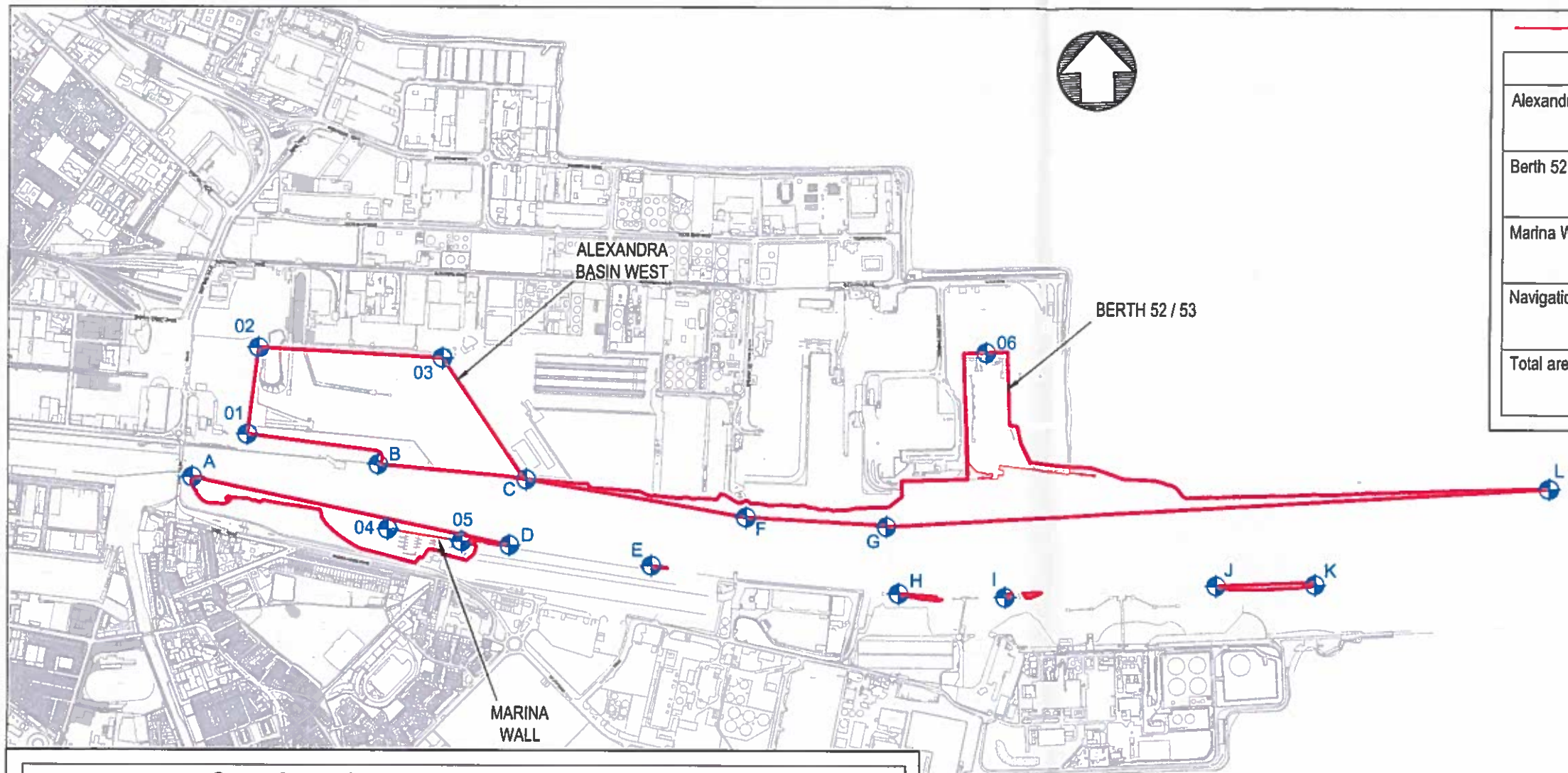
I / We agree to abide by the above conditions:

Signed for and on behalf of Dublin Port Company by: _____

Print name: MICHAEL STEAMY

Position held: COMPANY SECRETARY

Date: 10-05-2016



Foreshore owned by Dublin Port Company

Dublin Port Company		
Alexandra Basin West	192,832	m²
	19.283	ha
Berth 52 / 53	49,876	m²
	4.988	ha
Marina Wall	335	m²
	0.034	ha
Navigation Channel	202,325	m²
	20.233	ha
Total area owned by Dublin Port Company:	444,968	m²
	44.497	ha

Section 10 Foreshore Boundary

Point	ITM Easting	ITM Northing	ING Easting	ING Northing
01	718221.161	734419.093	318296.047	234392.893
02	718253.185	734667.326	318328.076	234641.180
03	718782.223	734637.457	318857.227	234611.308
04	718626.008	734147.518	318700.984	234121.262
05	718838.951	734112.782	318913.972	234086.520
06	720347.187	734655.283	320422.526	234629.149
A	718061.526	734296.219	318136.379	234269.992
B	718597.671	734332.558	318672.639	234306.342
C	719024.289	734289.744	319099.348	234263.521
D	718976.635	734101.647	319051.686	234075.383
E	719386.154	734043.369	319461.293	234017.095
F	719658.848	734181.888	319734.044	234155.646
G	720064.078	734155.731	320139.361	234129.486
H	720099.666	733964.653	320174.959	233938.367
I	720404.722	733954.495	320480.080	233928.209
J	721014.881	733988.305	321090.369	233962.030
K	721299.130	733992.058	321374.679	233965.786
L	721971.724	734267.749	322047.414	234241.541

Section 10 Foreshore Consent Map [1:15,000]

KEY

A Points common to drawings IBM0569-FS-0025 & 0026

02 Points specific to drawing IBM0569-FS-0026 only

Approved for Section 10 Consent
Bjorgey BENG MIEI
Edan Mooney 11.4.2016
DECLG

DUBLIN PORT COMPANY
ORDNANCE SURVEY IRELAND
LICENCE No. EN 0001614
© ORDNANCE SURVEY IRELAND/
GOVERNMENT OF IRELAND

Signed: Sinéad Henry MEng, CEng, MICE Sinéad Henry Date: 18/12/2015

Rev	Amendments	Drawn	Date
A	Drawing title amended	SAH	21.12.15

RPS
Elmwood House, 74 Boucher Road, Belfast, BT12 6RZ
T +44 (0) 28 90 667914
F +44 (0) 28 90 668286
W www.rpsgroup.com/ireland
E ireland@rpsgroup.com

Project: Alexandra Basin Redevelopment Statutory Applications

Title: Section 10 Foreshore Consent Map

Drawing Status	Sheet Size	Drawing Scale
Foreshore	A3	1:15,000

Drawing Number	Rev
IBM0569-FS-0026	A

Project Leader	Drawn By	Date	Initial Review
S.A.H.	KHG	18/12/2015	S.A.H.

Alexandra Basin Redevelopment 2

Bringing Dublin Port To 2040

Schedule 5: Newspaper Notices and Site Notice (Copies)



CALAFORT ÁTHA CLIATH
DUBLIN PORT

TETRA TECH

(blank page inserted intentionally)

SITE NOTICE

PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Notice of Direct Planning Application to An Coimisiún Pleanála in respect of Maritime Development

DUBLIN CITY COUNCIL

In accordance with Section 291 of the Planning and Development Act 2000, as amended, Dublin Port Company gives notice of its intention to make an application for permission to An Coimisiún Pleanála (the Commission) for a period of 10 years for completion of the Alexandra Basin Redevelopment Project (ABR Project) previously permitted under PL29N.P0034 as altered by PM29N.322353 at Alexandra Basin West, off Alexandra Road, and Berth 52/53 basin (Terminal 5) and associated yards off Alexandra Road Extension and Terminal Road South, Dublin Port in Dublin 1 and 3.

The proposed development referred to as the 'ABR2 Project' will consist of the following elements:

A. **Alexandra Basin West:** Completion of the dredging of c. 334,000cum of contaminated material to a depth of c. -10m CD over an area of c. 194,000sqm within the redeveloped Alexandra Basin West and its subsequent remediation;

B. **Berth 52/53 Basin:** Demolition of existing marine infrastructure including open pile jetty (c. 500sqm) and Ro-Ro Ramp 7; infilling of the Berth 52/53 (Terminal 5) basin over an area of c. 45,650sqm; raising of existing associated yard levels by c. 1.4m over an area of c. 95,000sqm; and; surfacing of infilled area and yard for delivery of the Unified Ferry Terminal permitted under the MP2 Project (Case Ref. PA29N.304888);

C. **Temporary Infrastructure, Plant and Works:** Temporary infrastructure, plant and works located at the North Wall Quay Extension (Protected Structure), on lands generally adjacent to Berths 49 and 52 West and in the vicinity of Berth 52/53 basin to include storage of treated dredge material pending recovery and reuse, storage and stockpiling areas for untreated dredge material, wastewater treatment plants, treatment and processing facilities for dredge material (such as soil and sediment washing plant, stabilisation/solidification treatment plant, screening and waste quarantine area), pumping equipment / pipelines, and dewatering infrastructure; associated ancillary plant and works, services, lighting, fencing, fuel storage, and site compounds (to typically include site offices, welfare facilities, storage areas, canteen and laboratory), access/egress roadworks arrangements to facilitate works and ongoing access to port facilities and decommissioning of all temporary works / plant on completion;

D. **Ancillary Development:** All associated and ancillary above and below ground development and site reinstatement works.

Permission is sought for a period of 10 years to facilitate the orderly completion of the proposed development.

An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared with respect to the proposed development and accompany this application for permission.

A Protected Structure is located within the application site boundary. The development will be located on a site that currently operates under an Industrial Emissions (IE) Licence (P1022-02/B) under Part IV of the Environmental Protection Agency Act 1992 (as amended for the Protection of the Environment Act, 2003). The site is located close to establishments to which the Chemicals Act (Control of Major Accident Hazards Involving Dangerous Substances) Regulations 2015 (S.I.209 of 2015) apply.

A copy of the application for permission, the Environmental Impact Assessment Report and the Natura Impact Statement may be inspected free of charge or purchased on payment of a specified fee (which shall not exceed the reasonable cost of making such copy) during public opening hours for a period of eight weeks (plus 9 days to cover the Christmas period) commencing on **17 November 2026** at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902.
- The Offices of Dublin City Council, Civic Offices, Woodquay, Dublin 8, D08 RF3F.

The application may also be viewed/downloaded on the following website: www.dublinportabr2.ie.

Submissions or observations may be made **ONLY** to An Coimisiún Pleanála (the Commission), 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the above-mentioned period of eight weeks (plus 9 days to cover the Christmas period) relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions / observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**. Such submissions/observations must also include the following information:

(i) the name of the person making the submission or observation, the name of the person acting on his or her behalf, if any, and the address to which any correspondence relating to the application should be sent,

(ii) the subject matter of the submission or observation, and

(iii) the reasons, considerations and arguments on which the submission or observation is based in full (Article 5 of the Planning and Development (Marine Development) Regulations 2023 refers).

Any submissions or observations which do not comply with the above requirements cannot be considered by the Commission. The Commission may at its absolute discretion hold an oral hearing on the application.

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to the Maritime Area Planning Section of An Coimisiún Pleanála (Tel. 01-8588100).

A person may question the validity of any such decision of the Commission by way of an application for judicial review, under Order 84 of the Rule of the Superior Courts (S.I. No. 15 of 1986, as amended by S.I. No. 691 of 2011), in accordance with section 50 of the Planning and Development Act 2000, as amended. Practical Information on the review mechanism can be accessed on the Commission's website (www.pleanala.ie) under the following heading: Legal Notices – Judicial Review Notice. This information is also available on the Citizens Information Service website (www.citizensinformation.ie).

Signed: Helena Gavin

Agent's Address: Helena Gavin, Tetra Tech (Agents), West Pier Business Campus, Dún Laoghaire, Co. Dublin, A96 N6T7.

Date of publication of Site Notice: **9 November 2026**

PUBLIC NOTICES

IN THE MATTER OF THE COMPANIES ACT 2014 AND IN THE MATTER OF CBM SIGNS LIMITED

Notice is hereby given pursuant to Section 587 (6) of the Companies Act 2014, that a Meeting of the Creditors of the above named company will be held at Lake of Shadows Hotel, Grianan Park, Ardaravan, Buncrana, Co Donegal, F93 VY36 on 20 November 2026 at 9.30am for the purposes mentioned in Sections 587 and 588 of the said Act. The Company shall nominate Anthony Glennon & Eoin Massey of Friel Stafford as Joint Liquidators of the Company. BY ORDER OF THE BOARD. 6 November 2026

Mavina Limited having ceased to trade, having its registered office at 36 Newtown Park, Blackrock, Co. Dublin, A94 H6C9 and formerly having its registered office at Office 1, Unit 17, Western Parkway Business Centre, Lower Ballymount Road, Dublin D12 NF89 and having its principal place of business at 36 Newtown Park, Blackrock, Co Dublin A94 H6C9, and having no assets exceeding €150 and/or liabilities, has resolved to notify the Registrar of Companies that the company is not carrying on business and to request the Registrar on that basis to exercise her powers pursuant to section 733 of the Companies Act 2014 to strike the name of the company off the register.

By Order of the Board

Aisling McDermott Director

Art2Desire Limited, having ceased to trade having its registered office at Tinnaranny, New Ross, Co Kilkenny and having its principal place of business at Tinnaranny, New Ross, Co Kilkenny, and has no assets exceeding €150 and/or having no liabilities exceeding €150, has resolved to notify the Registrar of Companies that the company is not carrying on business and to request the Registrar on that basis to exercise his/her powers pursuant to section 733 of the Companies Act 2014 to strike the name of the company off the register.

By Order of the Board

Morgan Lalor Director

PLANNING

" APPLICATION TO THE ENVIRONMENTAL PROTECTION AGENCY FOR A LICENCE"

Notice is hereby given in accordance with the E.P.A. Act 1992, as amended, that Rennard Pig Farms Ltd., Arrow Trust Limited, Confederation House, Waterford Business Park, Cork Road, Waterford, X91 E9TV intend to apply to the Environmental Protection Agency (E.P.A.) for a licence for a pig farm at Newtownrathganley, Kilcock, Co.Meath.

This enterprise is classed as:

Activity Class
6.2(a), " The rearing of pigs in an installation, where the capacity exceeds 750 places for sows, and
6.2(b), " The rearing of pigs in an installation, where the capacity exceeds 2,000 places for production pigs which are each over 30kg.

An Environmental Impact Assessment Report relating to this activity, which has previously been submitted to Meath County Council, will be submitted to the Agency as part of this application.

The environmental impact assessment report submitted to the Agency in accordance with section 83(2A)(d) of the Act of 1992, any information provided to the Agency under paragraph (e) or (f)(ii)(II) of section 83(2A) of the Act of 1992, any opinion issued by the Agency under section 83(2A)(de) of the Act of 1992 on the scope of the environmental impact assessment report and any further information, including reports and advice, relating to the environmental impact assessment as may be furnished to the Agency in the course of the Agency's consideration of the application, shall each be made available on the Agency's website and at the headquarters of the Agency.

Submissions may be made in writing to the Agency in relation to the likely effects on the environment of the proposed activity within the period specified by the Agency on its website under Regulation 4(2)(c), and in accordance with section 87(2) of the Act of 1992, a proposed determination shall be published by the Agency on its website.

A copy of the application for the licence may be inspected on the Agency's website or inspected at or obtained from the headquarters of the Agency as soon as is practicable after the receipt by the Agency of the application for the licence.

Signed: Paraic Fay B.Agr.Sc., C/o C.L.W. Environmental Planners Ltd., The Mews, 23 Farnham St., Cavan.

It's never been easier to book your public notice online.
visit bookanad.com

PLANNING

PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED
Notice of Direct Planning Application to
An Coimisiún Pleanála in respect of Maritime Development
DUBLIN CITY COUNCIL

In accordance with Section 291 of the Planning and Development Act 2000, as amended, Dublin Port Company gives notice of its intention to make an application for permission to An Coimisiún Pleanála (the Commission) for a period of 10 years for completion of the Alexandra Basin Redevelopment Project (ABR Project) previously permitted under PL29N.P0034 as altered by PM29N.322353 at Alexandra Basin West, off Alexandra Road, and Berth 52/53 basin (Terminal 5) and associated yards off Alexandra Road Extension and Terminal Road South, Dublin Port in Dublin 1 and 3.

The proposed development referred to as the 'ABR2 Project' will consist of the following elements:

A. **Alexandra Basin West:** Completion of the dredging of c. 334,000cum of contaminated material to a depth of c. -10m CD over an area of c. 194,000sqm within the redeveloped Alexandra Basin West and its subsequent remediation;
B. **Berth 52/53 Basin:** Demolition of existing marine infrastructure including open pile jetty (c. 500sqm) and Ro-Ro Ramp 7; infilling of the Berth 52/53 (Terminal 5) basin over an area of c. 45,650sqm; raising of existing associated yard levels by c. 1.4m over an area of c. 95,000sqm; and; surfacing of infilled area and yard for delivery of the Unified Ferry Terminal permitted under the MP2 Project (Case Ref. PA29N.304888);
C. **Temporary Infrastructure, Plant and Works:** Temporary infrastructure, plant and works located at the North Wall Quay Extension (Protected Structure), on lands generally adjacent to Berths 49 and 52 West and in the vicinity of Berth 52/53 basin to include storage of treated dredge material pending recovery and reuse, storage and stockpiling areas for untreated dredge material, wastewater treatment plants, treatment and processing facilities for dredge material (such as soil and sediment washing plant, stabilisation/solidification treatment plant, screening and waste quarantine area), pumping equipment/pipelines, and dewatering infrastructure; associated ancillary plant and works, services, lighting, fencing, fuel storage, and site compounds (to typically include site offices, welfare facilities, storage areas, canteen and laboratory), access/egress roadworks arrangements to facilitate works and ongoing access to port facilities and decommissioning of all temporary works/ plant on completion;
D. **Ancillary Development:** All associated and ancillary above and below ground development and site reinstatement works.

Permission is sought for a period of 10 years to facilitate the orderly completion of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared with respect to the proposed development and accompany this application for permission.

A Protected Structure is located within the application site boundary. The development will be located on a site that currently operates under an Industrial Emissions (IE) Licence (P1022-02/B) under Part IV of the Environmental Protection Agency Act 1992 (as amended for the Protection of the Environment Act, 2003). The site is located close to establishments to which the Chemicals Act (Control of Major Accident Hazards Involving Dangerous Substances) Regulations 2015 (S.I.209 of 2015) apply.

A copy of the application for permission, the Environmental Impact Assessment Report and the Natura Impact Statement may be inspected free of charge or purchased on payment of a specified fee (which shall not exceed the reasonable cost of making such copy) during public opening hours for a period of eight weeks (plus 9 days to cover the Christmas period) commencing on **17 November 2026** at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902.
- The Offices of Dublin City Council, Civic Offices, Woodquay, Dublin 8, D08 RF3F.

The application may also be viewed/downloaded on the following website: www.dublinportabr2.ie.

Submissions or observations may be made **ONLY** to An Coimisiún Pleanála (the Commission), 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the above-mentioned period of eight weeks (plus 9 days to cover the Christmas period) relating to -

(i) the implications of the proposed development for maritime spatial planning, and
(ii) the implications of the proposed development for proper planning and sustainable development, and
(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**. Such submissions/observations must also include the following information:

(i) the name of the person making the submission or observation, the name of the person acting on his or her behalf, if any, and the address to which any correspondence relating to the application should be sent,
(ii) the subject matter of the submission or observation, and
(iii) the reasons, considerations and arguments on which the submission or observation is based in full (Article 5 of the Planning and Development (Marine Development) Regulations 2023 refers).

Any submissions or observations which do not comply with the above requirements cannot be considered by the Commission. The Commission may at its absolute discretion hold an oral hearing on the application.

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or
(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to the Maritime Area Planning Section of An Coimisiún Pleanála (Tel. 01-8588100).

A person may question the validity of any such decision of the Commission by way of an application for judicial review, under Order 84 of the Rule of the Superior Courts (S.I. No. 15 of 1986, as amended by S.I. No. 691 of 2011), in accordance with section 50 of the Planning and Development Act 2000, as amended. Practical Information on the review mechanism can be accessed on the Commission's website (www.pleanala.ie) under the following heading: Legal Notices - Judicial Review Notice. This information is also available on the Citizens Information Service website (www.citizensinformation.ie).

KILDARE COUNTY COUNCIL
Retention Permission is sought by Sam & Aoife Mansfield of Woodview, Lodgepark, Straffan, Co. Kildare W23 WK38 for amendments made to previously granted application 2479 - demolition of the existing bungalow and construction of a new two storey house with single storey garage to the side, alterations to the existing entrance and construction of a new front boundary wall and all necessary and associated site works. Retention permission is for new single storey plant room and family room constructed to the rear of new dwelling and associated works. The planning application may be inspected, or purchased at a fee not exceeding the reasonable cost of making a copy, at the offices of the Planning Authority during its public opening hours and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application.

It's never been easier to book your public notice online.
visit bookanad.com

Book your public notice in minutes
visit bookanad.com

PLANNING

MEATH COUNTY COUNCIL
SITE NOTICE OF FURTHER INFORMATION

Davin Plant Hire Ltd. have applied for permission (Planning reference 2561241) for development of a site at Boycetown, Dunsany, County Meath.

The development will consist of the importation of natural materials of topsoil, soil or stone for the purposes of land reclamation for a beneficial agricultural afteruse (3.12 hectares), temporary Wheel Wash, weighbridge, office, access track, landscaping and all ancillary site development infrastructure. The project provides for the importation of topsoil, soil and stone to provide an access track and final landscaping under Article 27 as defined by the EPA for land reclamation and reinstatement purposes. The application is accompanied by a Natura Impact Statement (NIS) and associated documents.

Significant Further Information has been furnished to the planning authority in respect of this proposed development, and is/are available for inspection or purchase at the offices of the authority at a fee not exceeding the reasonable cost of making a copy, during its public opening hours.

A submission or observation in relation to the further information or revised plans may be made in writing to the planning authority within two weeks of receipt by the Planning Authority of the newspaper notice and site notice or in the case of a planning application accompanied by an Environmental Impact Assessment Report (EIAR) or a Natura Impact Statement (NIS), within 5 weeks of receipt of such notices by the Planning Authority.

A submission or observation must be accompanied by the prescribed fee (€20), except in the case of a person or body who has already made a submission or observation.

DUBLIN CITY COUNCIL

Royal Dublin Society (RDS) intends to apply for permission for development on RDS Lands, Ballsbridge, Dublin 4. The overall RDS lands are located to the south of Merrion Road between Anglesea Road and Simmonscourt Road and between Simmonscourt Road and Shrewsbury Road and also include part of Simmonscourt Road. The RDS complex includes a number of structures which are protected structures.

The development will consist of alterations to existing entrance gate Known as Gate Q on the boundary wall a protected structure, located on Simmonscourt Road, comprising, widening of vehicular entrance Gate Q by circa 2000mm, and construction of gate piers, including all associated site works.

The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy at the offices of Dublin City Council during its public opening hours and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application.

DUBLIN CITY COUNCIL

We, Trinity College Dublin, c/o Estates and Facilities Directorate, intend to apply for permission for development at this site, the Examination Hall, The University of Dublin Trinity College, Dublin 2, which is a protected structure, RPS ref. no. 1999. The development consists of works to the East Theatre, which is part of the Examination Hall and includes the construction of a new accessible external ramp and steps, including all associated demolition works to existing modern ramp and paving at the southern entrance of the East Theatre. The dropping of sill to existing window to accommodate new entrance, it's removal and reinstatement to new location in existing doorway. The demolition of modern partitions finishes and fittings, and the construction of a lobby, tea station, 3 no. accessible WCs on ground floor level and the construction of an accessible platform lift within the central stair area from ground to second floor.

The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy, at the offices of Dublin City Council, Planning Department, Block 4, Ground Floor, Civic Offices, Wood Quay, Dublin 8 during its public opening hours (9.00a.m.- 4.30p.m.) and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application.

DUBLIN CITY COUNCIL: Christina and Zintis Jones intend to apply to Dublin City Council for permission to extend and refurbish the existing dwelling house at 1 Auburn Road, Donnybrook, Dublin 04. The proposed development comprises internal alterations to the existing ground floor, together with the provision of additional attic accommodation, including a new rear dormer structure and a new rooflight to the side of the existing hipped roof. The development will also include the installation of an overhead electric vehicle charging point within the front garden, minor alterations to the rear and side elevations, and associated landscaping, ancillary and site development works. The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy at the offices of the Planning Authority during its public opening hours and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee of EUR20 within the period of five weeks beginning on the date of receipt by the Authority of the application.

Book your Public & Legal Notices online
bookanad.com

Self-Serve your notice online.
visit bookanad.com

ComReg's move allowing for private 5G networks can transform Irish economy



Frank Rubotham
Opinion

Private 5G networks will help Ireland secure FDI in pharma, advanced manufacturing, and logistics

Ireland has established a strong international position in technology despite its small size. With the highest third-level-educated population in the European Union, our nation has a highly skilled workforce. Yet in comparison to our EU counterparts, we are trailing when it comes to the next technological evolution for Irish enterprise.

Recently, ComReg published decisions and draft regulations for a licensing framework that will support the next technological leap for Irish businesses.

The framework will enable organisations beyond traditional telecommunications providers (such as Vodafone, Eir or Three) to access spectrum for the purpose of building their own private 5G networks.

This development will open up a new enterprise connectivity market in Ireland, representing one of the most significant advances in digital infrastructure in recent years.

While the regulation changes still have to be finalised, the direction of travel is clear: an Irish business will be able to commission a connectivity network purpose-built for its own site and operations, rather than depending entirely on the coverage and priorities of a publicly accessible network.

Public networks are getting stronger, which is welcome, but businesses, especially those with complex operations, need uninterrupted coverage, lower latency and greater control, tailored to their own sites.

Access to private 5G spectrum, delivered by industry, is a transformational development for the Republic's economy, establishing the State as a competitive player on the global stage.

Complete control

This technology gives organisations complete control over their wireless infrastructure, delivering secure, low-latency connectivity across large operational sites where campus, giving the organisation complete control to specify where it needs coverage, which devices can connect and how traffic is managed, all the while keeping critical applications separate from general internet use.

This advanced technology supports a new generation of connected operations, including robotics, industrial AI, autonomous vehicles, IoT (Internet of Things) devices, edge computing and real-time operational analytics across sectors including manufacturing, pharmaceuticals, logistics, ports, utilities and higher education.

For Irish businesses, private 5G spectrum creates new opportunities to accelerate digital transformation, automation, artificial intelligence and industry 4.0 initiatives, while strengthening Ireland's competitiveness as a destination for global investment. Furthermore, as Irish organisations increasingly invest in AI, automation and digital transformation, private 5G will become a foundational technology that supports the next generation of connected enterprise operations.

Behind the curve

To date, Ireland has been behind the curve of its European counterparts. With this new licensing framework taking shape, Ireland has an opportunity to catch up, and we have ample opportunities to learn from our neighbours' success and also their failures.

One such example can be seen in the Port of Liverpool, which deployed private 5G across its 40-hectare (100-acre) site to support its logistics, robotics and enhanced connectivity requirements. The deployment created a secure, high-performance wireless infrastructure that delivered a tenfold improvement in network performance while enabling real-time operational data, automation and safer, more efficient port operations.

> **"Irish companies will have the ability to build the wireless infrastructure their operations require**

There is no reason why the Republic's ports, or enterprise businesses in general, should not be using the same technology, with the UK offering local shared access to spectrum since 2019. Germany has also given industry a route to local networks. Now Ireland has an opportunity to give businesses access to technology that provides robust security, greater connectivity capabilities and full oversight of their own private network, designed to minimise interruptions.

The prospect of businesses here adopting private 5G matters beyond just any one Irish company. On the global stage, Ireland com-



■ Access to private 5G spectrum, delivered by industry, is a transformational development for the Republic's economy, establishing the State as a competitive player on the global stage. ILLUSTRATION:

networks. This makes Ireland a more attractive and practical location for FDI, when it comes to the next production line or research facility.

The task now is to turn this opportunity into adoption. ComReg must finalise a workable licensing route, with clear application requirements and timelines. Irish businesses

CLASSIFIED EXTRA

PLANNING APPLICATIONS

conventional wifi or public cellular networks may be unable to meet business-critical requirements.

Imagine a crane lifting a shipping container while its operator controls the machinery remotely. If the connection drops, the operator loses the live video and control feed. That interruption could create a serious safety risk and halt operations completely. A private 5G network is designed for a particular place, such as a factory, port or university

petes for investment in advanced manufacturing, pharmaceuticals and logistics. Potential global investors look at the skills available in a market, alongside a region's ability to run complex facilities. Connectivity, and reliable connectivity, is an integral part of that picture.

Thanks to ComReg's landmark regulatory change, Irish companies will have the ability to build the wireless infrastructure their operations require by leveraging private 5G

GETTY

strain production and test private 5G against clear targets. Ireland has a chance to open a door to a different kind of technological infrastructure that can power the Irish business of the future.

ComReg must open that door, and businesses must then be ready to step over the threshold.

Frank Rubotham is head of specialists and propositions at Logicalis UK and Ireland

Economics

John FitzGerald



Cutting off work permits is not the right way to manage rapid growth

As the economy boomed in the late 1990s, the Irish labour market began to change. Not only were our emigrants returning to work in Ireland, but increasingly other Europeans came to work here, too.

Just as Irish people over the past two centuries went abroad for better economic prospects, today inward and outward flows are driven by people seeking to improve their living standards.

EU enlargement in 2004, along with a booming economy, was an important milestone in boosting large-scale immigration. A Lithuanian or Pole who came to Ireland to work in the hospitality sector could earn twice to three times what they could at home, allowing for differences in price levels. So, not surprisingly, the result was a big influx of workers from these countries.

However, since 2004 there has been very rapid growth in the economies of the states that joined the EU at that time, increasing the earnings of those who stay or return home. While a hotel worker from Poland might earn 50 per cent more here today, the cost of rent makes the net gain of migrating here unattractive. Lithuanian hotel workers can earn almost as much at home. The dramatic increase in the number of Lithuanians with high skills has meant fewer want to work in low-paid jobs, so these jobs have had to pay more to compete for staff.

Pay in sectors such as IT, financial services, pharmaceuticals and medicine are much higher in the Republic than in eastern Europe. However, these jobs require proficiency in English, favouring countries where English language proficiency is more widespread.

So, in more recent years, skills shortages in the State have increasingly been met from outside the EU. Our ageing population is leading to greater demands on our hospitals and social care system. We would not be able to staff these without immigrant nurses and care workers, with countries such as the Philippines a major contributor of these vital workers.

High-paid sectors

While EU workers can work here freely, most migrants from outside the EU require work permits. A third of the current inflow of migrant workers on such permits come from India, as the ESRI has reported recently. Most have high qualifications, and excellent English, and tend to work in areas such as tech or medicine.

Reflecting their concentration in high-paid sectors, Indians have the highest average earnings of any nationality here, including Irish. As a result, per head, Indians are also probably the highest contributors to the tax system.

The high-productivity, high-pay sectors of our economy have grown rapidly, increasing the demand for skilled staff, and attracting immigrants and returned emigrants. Not only do we rely on the corporation tax receipts from the few firms involved, but we also rely on the disproportionate share of income tax their employees pay.

Our population has grown by almost 800,000 since 2016, with inward migration of Irish and others the main driver. This has put significant pressure on the supply and the cost of housing. This is best addressed by expanding the supply of housing and related infrastructure – with immigrant builders playing a part in delivery.

> **Indians have the highest average earnings of any nationality here, including Irish. As a result, per head, Indians are also probably the highest contributors to the tax system**

Just as high rents here choked off the supply of eastern European workers, and induced many to return home, the same pattern is being seen with migrant workers from further afield. A study by the Department of Finance, albeit with quite a small sample, showed that more than half of people who came to the State on work permits have left after five years.

If we can't build housing supply quickly enough, the alternative would be to ease demand pressures by slowing down the pace of economic growth. Higher taxes or slower public spending could halt some of the galloping growth, slow the demand for labour, and dampen the rate of population growth.

Cutting off work permits, while economic growth and demand for labour continue to race ahead, would be the wrong approach. Better to lower the demand for labour rather than face labour shortages resulting in significant cost pressures.

There's a limit to how much the health and social care sectors can be cooled down, with the number aged over 80 forecast to grow by about 100,000 over the next decade. We are unlikely to grow the workforce needed at sufficient scale or pace without inward migration.

There's a balance to be struck between meeting labour shortages through relying on migrant workers, or letting wages rise to signal to people already living here to train for and enter the sectors experiencing shortages. Better pay and conditions have a role to play in encouraging more home-grown building workers and nurses.

PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED
Notice of Direct Planning Application to An Coimisiún Pleanála in respect of Maritime Development
DUBLIN CITY COUNCIL

In accordance with Section 291 of the Planning and Development Act 2000, as amended, Dublin Port Company gives notice of its intention to make an application for permission to An Coimisiún Pleanála (the Commission) for a period of 10 years for completion of the Alexandra Basin Redevelopment Project (ABR Project) previously permitted under PL29N.P0034 as altered by PM29N.322353 at Alexandra Basin West, off Alexandra Road, and Berth 52/53 basin (Terminal 5) and associated yards off Alexandra Road Extension and Terminal Road South, Dublin Port in Dublin 1 and 3.

The proposed development referred to as the 'ABR2 Project' will consist of the following elements:

A. **Alexandra Basin West**: Completion of the dredging of c. 334,000cum of contaminated material to a depth of c. -10m CD over an area of c. 194,000sqm within the redeveloped Alexandra Basin West and its subsequent remediation;
B. **Berth 52/53 Basin**: Demolition of existing marine infrastructure including open pile jetty (c. 500sqm) and Ro-Ro Ramp 7; infilling of the Berth 52/53 (Terminal 5) basin over an area of c. 45,650sqm; raising of existing associated yard levels by c. 1.4m over an area of c. 95,000sqm; and; surfacing of infilled area and yard for delivery of the Unified Ferry Terminal permitted under the MP2 Project (Case Ref. PA29N.304888);
C. **Temporary Infrastructure, Plant and Works**: Temporary infrastructure, plant and works located at the North Wall Quay Extension (Protected Structure), on lands generally adjacent to Berths 49 and 52 West and in the vicinity of Berth 52/53 basin to include storage of treated dredge material pending recovery and reuse, storage and stockpiling areas for untreated dredge material, wastewater treatment plants, treatment and processing facilities for dredge material (such as soil and sediment washing plant, stabilisation / solidification treatment plant, screening and waste quarantine area), pumping equipment / pipelines, and dewatering infrastructure; associated ancillary plant and works, services, lighting, fencing, fuel storage, and site compounds (to typically include site offices, welfare facilities, storage areas, canteen and laboratory), access/egress roadworks arrangements to facilitate works and ongoing access to port facilities and decommissioning of all temporary works / plant on completion;
D. **Ancillary Development**: All associated and ancillary above and below ground development and site reinstatement works.

Permission is sought for a period of 10 years to facilitate the orderly completion of the proposed development.

An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared with respect to the proposed development and accompany this application for permission.

A Protected Structure is located within the application site boundary. The development will be located on a site that currently operates under an Industrial Emissions (IE) Licence (P1022-02/B) under Part IV of the Environmental Protection Agency Act 1992 (as amended for the Protection of the Environment Act, 2003). The site is located close to establishments to which the Chemicals Act (Control of Major Accident Hazards Involving Dangerous Substances) Regulations 2015 (S.I.209 of 2015) apply.

A copy of the application for permission, the Environmental Impact Assessment Report and the Natura Impact Statement may be inspected free of charge or purchased on payment of a specified fee (which shall not exceed the reasonable cost of making such copy) during public opening hours for a period of eight weeks (plus 9 days to cover the Christmas period) commencing on **17 November 2026** at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902.
- The Offices of Dublin City Council, Civic Offices, Woodquay, Dublin 8, D08 RF3F.

The application may also be viewed/downloaded on the following website: www.dublinportabr2.ie.

Submissions or observations may be made **ONLY** to An Coimisiún Pleanála (the Commission), 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the above-mentioned period of eight weeks (plus 9 days to cover the Christmas period) relating to –

(i) the implications of the proposed development for maritime spatial planning, and
(ii) the implications of the proposed development for proper planning and sustainable development, and
(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions / observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**. Such submissions/observations must also include the following information:

(i) the name of the person making the submission or observation, the name of the person acting on his or her behalf, if any, and the address to which any correspondence relating to the application should be sent,
(ii) the subject matter of the submission or observation, and
(iii) the reasons, considerations and arguments on which the submission or observation is based in full (Article 5 of the Planning and Development (Marine Development) Regulations 2023 refers).

Any submissions or observations which do not comply with the above requirements cannot be considered by the Commission. The Commission may at its absolute discretion hold an oral hearing on the application.

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or
(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to the Maritime Area Planning Section of An Coimisiún Pleanála (Tel. 01-8588100).

A person may question the validity of any such decision of the Commission by way of an application for judicial review, under Order 84 of the Rule of the Superior Courts (S.I. No. 15 of 1986, as amended by S.I. No. 691 of 2011), in accordance with section 50 of the Planning and Development Act 2000, as amended. Practical Information on the review mechanism can be accessed on the Commission's website (www.pleanala.ie) under the following heading: Legal Notices – Judicial Review Notice. This information is also available on the Citizens Information Service website (www.citizensinformation.ie).

Alexandra Basin Redevelopment 2

Bringing Dublin Port To 2040

Planning Particulars - Schedule 6

Schedule of pre-application consultations



CALAFORT ÁTHA CLIATH
DUBLIN PORT

TETRA TECH

(blank page inserted intentionally)

Schedule of Pre-application Consultations

Pre-application Consultation

Pre-application Meeting with An Coimisiún Pleanála

DPC wrote to An Coimisiún Pleanála (the Commission) on 24th November 2025, requesting pre-application consultations under section 287 of the Planning and Development Act 2000, as amended. A pre-application meeting was subsequently held with the Commission on 5th February 2026, which took place virtually. The Commission's Record of Meeting, determination and Inspector's Report is presented in **Schedule 6**.

Pre-application Meeting with Dublin City Council Planning Section

A pre-application meeting took place with Dublin City Council (DCC) Planning and Property Development Section on 19th March 2026.

DPC provided a presentation to DCC, which led to a discussion on the key construction risks associated with the ABR2 Project. DCC recommended that technical meetings should take place with the following DCC Sections to ensure that the ABR2 Project was fully aligned to the policies of the Dublin City Development Plan 2022-2028:

- DCC Environmental Health Section;
- DCC Traffic and Transportation Section; and
- DCC Drainage Section.

A record of this meeting is presented in **Appendix 3-2** to the EIAR.

Pre-application Meetings with Dublin City Council Technical Sections and other key Stakeholders

The following consultations took place in April-May 2026:

- DCC Environmental Health Section (Noise & Dust) held on 1st April 2026
- DCC Traffic and Transportation Section held on 14th April 2026
- DCC Drainage Section held on 21st April 2026
- NPWS held on 15th May 2026

A record of each of these meetings is presented in **Appendix 3-2** to the EIAR.

EIA Scoping Report Consultation

An EIA Scoping Report was prepared by Tetra Tech on behalf of DPC in respect of the proposed ABR2 Project. The main purpose of the Scoping Report was to identify potentially significant issues for detailed examination and if there are any which can be 'scoped out' of future assessments.

The EIA Scoping Report and covering letter was issued to 57 Statutory bodies, NGOs and key stakeholders, as listed in **Table 1** on 17th November 2025 seeking their views on the ABR2 Project.

Table 1: Consultees contacted regarding the ABR2 Project EIA Scoping Report

Consultees contacted regarding the ABR2 Project EIA Scoping Report		
Department of Housing, Local Government and Heritage	Department of Rural and Community Development and the Gaeltacht	Department of Climate, Energy and the Environment
Department of Agriculture, Food and the Marine	Department of Culture, Communications and Sport	Department of Transport
Department of Education and Youth	Department of Enterprise, Tourism and Employment	Department of Foreign Affairs and Trade

Consultees contacted regarding the ABR2 Project EIA Scoping Report		
Department of Health	Department of Finance	Department of Defence
Environmental Protection Agency	Office of Public Works	National Transport Authority
Transport Infrastructure Ireland	Fingal County Council	Dun Laoghaire-Rathdown County Council
Eastern and Midland Regional Assembly	Dublin City Council	Commission for Railway Regulation
Irish Rail	Cóas Iompair Éireann	Health and Safety Authority
Commissioners of Irish Lights	Royal National Lifeboat Institution	Arts Council
Heritage Council	Fáilte Ireland	An Taisce
Inland Fisheries Ireland	Waterways Ireland	Inland Waterways Association of Ireland
Bord Iascaigh Mhara	Sea Fisheries Protection Authority	Marine Survey Office
Marine Institute	Geological Survey of Ireland	BirdWatch Ireland
Irish Whale and Dolphin Group	Irish Seal Sanctuary	Sea Rescue Ireland
Uisce Éireann	Eir	Electricity Supply Board
Gas Network Ireland	Coillte	Eirgrid
Maritime Area Regulatory Authority	Commission for Regulation of Utilities	Sustainable Energy Authority of Ireland
Irish Coastguard	Public Health HSE Dublin and Midlands	Public Health HSE Dublin and North East
Bord na Móna	Chambers Ireland	

There were 12 responses received from the contacted consultees regarding the ABR2 Project EIA Scoping Report. These are listed in **Table 2**.

Table 2: Consultees responded regarding the ABR2 Project EIA Scoping Report

Consultees responded regarding the ABR2 Project EIA Scoping Report		
Dublin City Council	Gas Networks Ireland	Geological Survey Ireland
MARA	Health and Safety Authority	Commissioners of Irish Lights
Transport Infrastructure Ireland	Department of Transport (Marine Survey Office)	Department of Agriculture
Food and the Marine	Department of Housing	Local Government and Heritage
ESB	Uisce Éireann	

A summary of responses received is set out in Chapter 3 of the EIAR. The full EIA Scoping consultation responses are presented in **Appendix 3-3** to the EIAR.

Public Consultation

An extensive programme of public consultation was undertaken between March and April 2026 to seek the views of the wider public on the ABR2 Project. A dedicated website was created for the ABR2 Project. The website was launched on 5th March 2026, available at the following link: https://dublinportabr2.ie/. The website detailed information regarding the following;

- What the ABR2 Project involves;
- Why the ABR2 Project is required;
- Information on the Environmental and Sustainability considerations;
- Information on the relevant planning context;
- Community Gain;
- Gallery; and
- Information on how respondents could submit observations on the project, public consultation dates, and contact details for DPC.

An extensive advertisement campaign was undertaken to bring the ABR2 Project dedicated website to the attention of the public and to invite members of the public to three Public Information Events:

- Advertisements were placed in a Local Newspaper, *Dublin Gazette*, on the 5th, 12th and 19th March 2026.
- Social media posts were made on Facebook, Instagram and Linkedin.

Contact was made with local community groups and information posters placed Posters were erected in Poolbeg Yacht & Boat Club, Stella Maris Rowing Club, Clanna Gael Fontenoy GAA Club, Clontarf Yacht & Boat Club and Seán O'Casey Community Centre.

Three public consultations events were held in March 2026:

- Clontarf Yacht & Boat Club 24th March 2026
- East Wall Sean O'Casey Community Centre 25th March 2026
- Ringsend Clanna Gael Fontenoy GAA Club 26th March 2026

Both DPC and TT staff, as technical and environmental advisors, were available at each event to discuss and answer questions regarding the ABR2 Project. In total, there were 42 members of the public who attended the public consultation events across the three venues.

The Social Media Posts received over 20,000 views and 234 interactions.

The website received 505 views and one written response.

Further details are provided in Chapter 3 of the EIAR.

Our Case Number: ACP-323896-25

Your Reference: Dublin Port Company

An Coimisiún Pleanála

RPS
c/o Helena Gavin
West Pier Business Campus
Dun Laoghaire
Co. Dublin
A96 N6T7

Date: 23 March 2026

Re: Proposed redevelopment of Alexander Basin port infrastructure at Dublin Port, Dublin 1

Dear Sir / Madam,

I have been asked by An Coimisiún Pleanála to refer further to the above-mentioned pre-application consultation request.

Please find enclosed a copy of the written record of the meeting of the 5th February 2026.

If you have any queries in relation to the matter, please contact the undersigned officer of the Commission.

If you have any queries in the meantime, please contact the undersigned officer of the Commission or email marine@pleanala.ie quoting the above mentioned An Coimisiún Pleanála reference number in any correspondence with the Commission.

Yours faithfully,

PP

Ellen Moss
Executive Officer
Direct Line: 01-8737285

OC07

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

64 Sráid Maoilbhríde
Baile Átha Cliath 1
D01 V902

64 Marlborough Street
Dublin 1
D01 V902

An Coimisiún Pleanála	**Record of Meeting** **ACP-323896-25**

Case Reference / Description	Proposed redevelopment of Alexander Basin port infrastructure at Dublin Port, Dublin 1		
Case Type	Pre-application consultation		
1st / 2nd / 3rd / 4th Meeting	1st Meeting		
Date	5th February 2026	**Start Time**	11:00am
Location	MS Teams	**End Time**	12:00pm

Representing An Coimisiún Pleanála
Stephen Kay (Assistant Planning Director) Chair
Auriol Considine (Senior Planning Inspector)
Eugene Nixon (Marine Consultant to An Coimisiún Pleanála)
Conor Donnelly (Senior Marine Ecologist)
Ellen Moss (Executive Officer)

Representing the Prospective Applicant
Cormac Kennedy (Dublin Port Company)
Sean Reilly (Dublin Port Company)
Bryan Bellew (Dublin Port Company)
Mairead Rushe (Dublin Port Company)

Helena Gavin (Tetra Tech RPS Planning)
Alan Barr (Tetra Tech RPS Environmental)
Grace Glasgow (Tetra Tech RPS Environmental)
Richard Bingham (Tetra Tech RPS Environmental)
Garrett Fennell (Fennell Public Affairs)

Introduction

The Commission referred to the letter received from the prospective applicant on the 24 November 2025, requesting pre-application consultations under section 287 of the Planning and Development Act 2000, as amended, and advised the prospective applicant that the meeting was an opportunity for the prospective applicant to outline the nature of the proposed development and to highlight any matters that it wished to receive advice on from the Commission. The Commission's representatives noted that, in accordance with the provisions of Section 287 of the Act the purpose of the meeting is to give advice to the prospective applicant in advance of the submission of an application including in relation to the procedures to be followed in the making of any application and matters that the Commission is likely to take into consideration in the determination of any application, including relating to the NMPF, principles of proper planning and sustainable development and the impact on the environment or any European site.

The Commission's representatives mentioned the following general procedures in relation to the pre-application consultation process:

- The Commission will keep a record of this meeting and any other meetings, if held. Such records will form part of the file which will be made available publicly at the conclusion of the process. The record of the meeting will not be amended by the Commission once finalised, but the prospective applicant may submit comments on the record which will form part of the case file.
- It is not permitted to record the meeting in any way, including through the use of AI technologies. The only record of the meeting shall be the written record which will issue to the prospective applicant following the meeting.
- A further meeting or meetings may be held in respect of the proposed development.
- The Commission may hold consultations in respect of the proposed development with other bodies.
- In accordance with section 287(3) of the Act, the decision to close a consultation rest with the Commission. At the conclusion of the pre-application

process the case file including the record of meetings held and the report of the reporting inspector detailing the issues arising in the consultation, will be forwarded to the Commission. The Commission will issue a Direction/Order clarifying that the consultation has closed and that the prospective applicant may make an application for permission under section 291.

- The holding of consultations does not prejudice the Commission in any way and cannot be relied upon in the formal planning process or in any legal proceedings.

Presentation made by the prospective applicant:

The prospective applicant set out their presentation, which is on the file.

Discussion:

Matters including the following were discussed:

- The Commission's representatives noted that most of the outstanding questions that they had regarding the nature and approach to the project had been addressed in the comprehensive presentation given by the prospective applicant.
- Baseline surveys have been repeated, and monitoring is ongoing, and nothing new of significant interest has been identified. Seals have not been identified within the proposed development area. A recent otter survey produced no findings within the Basin. Infrastructural works are completed, so no piling is to be undertaken as part of the subject proposed development.
- Regard should be given to cumulative impacts and interdependencies, including any impacts from the Offshore Renewable Energy Projects and other Dublin Port projects. It was noted that the 3FM project at Dublin Port provided space for the Codling Offshore Wind Farm substation. Also noted that RPS have been involved in all phases of the Dublin Port redevelopment masterplan and that there is a significant amount of information available and understanding of the interrelationships between projects.
- Twelve responses were received from statutory bodies regarding a scoping report that was prepared by the prospective applicant. No major issues have been raised in the responses received, and it is the intention of the applicant to take on board the policy changes that have taken place since the submission of the original ABR Project, including the NMPF. The prospective applicant is to consider use of a schedule of policy compliance and the interaction between objectives and the key principles behind the framework including the ecosystems based approach.

- Formal consultations have not taken place with the NPWS, and it was advised that the prospective applicant would seek to engage with the NPWS in advance of the submission of an application. It was noted that the NPWS responded to the scoping report and advised being mindful of otters.
- The Marine Mammals Mitigation guidelines are being updated, and species sensitivity should be considered when applying mitigation.
- The Alexandar Basin Redevelopment (ABR) project has provided temporary nesting boxes when required, and ten new permanent nesting boxes have been placed on the jetty, which has resulted in increased numbers of Black Guillemots.
- Tern surveys conducted in April and May 2025 identified four colonies. Arctic Terns have been identified at Berth 47A. The 3FM project design was amended to avoid interference.
- The first phase of dredging has been undertaken. The applicant advised that the rate of dredging will be higher than originally proposed.
- An MMO will be in position during dredging works, and the Basin will be used by vessels during the works.
- That piling works are complete. A maximum of 50,000 cubic metres of Class 2 material may be exported. It is envisaged that 400,000 cubic metres of material will be removed.
- It was advised that the Community Gain Fund has been satisfied and funding drawn down. The position regarding the Community Gain Fund should be confirmed in any future application.
- Monthly Environment Reports are submitted to Dublin City Council, and quarterly Liaison Group meetings continue to be held, which include DCC, DPC and MARA.
- Further consultations are scheduled for March 2026.
- In terms of other consents, the prospective applicant advised that the Foreshore Consent is in place (S10 Consent remains live) and the Industrial Emissions Licence will need amendment. The amendment to the IEL may require changes to the red line boundary.

- Advised that an application will require 2 no. Hard copies and 8 no. soft copies to be submitted to An Coimisiun Pleanala.
- Prescribed bodies to be notified of the application will be identified in the correspondence issued by the Commission at the conclusion of the process.
- The public notice can be submitted for review by the Commission in advance of the submission of the application.
- The prospective applicant indicated that they are targeting June 2026 for the submission of an application.
- On the basis of the discussion undertaken it would appear that a further meeting may not be required. The Commission's representatives advised the prospective applicant that they intend not to make a decision to close the consultation until the record of the meeting has issued and there is an opportunity for the prospective applicant to respond and indicate their interest in a further meeting. This would facilitate the option of a further meeting in the event of new issues arising during any further consultations undertaken by the prospective applicant, including that scheduled for March.

Conclusion:

The Commission's representatives advised the prospective applicant tha following receipt of the record of the meeting that they can indicate to the Commission whether they wish to have a further meeting or consider that they are happy to close the pre-application consultation process.

The Commission's representatives advised that the record of the instant meeting will be issued in the meantime and that the prospective applicant can submit any comments it may have in writing or alternatively bring any comments for discussion at the time of any further meeting.

The Meeting concluded at 12:00.

Stephen Kay.

Stephen Kay

Assistant Director of Planning

Our Case Number: ACP-323896-25

Your Reference: Dublin Port Company

An Coimisiún Pleanála

RPS
c/o Helena Gavin
West Pier Business Campus
Dun Laoghaire
Co. Dublin
A96 N6T7

Date: 05 June 2026

Re: Proposed redevelopment of Alexander Basin port infrastructure at Dublin Port, Dublin 1

Dear Sir / Madam,

I have been asked by An Coimisiún Pleanála to refer further to the pre-application consultation request in relation of the above-mentioned proposed development.

Please note the Commission now considers it appropriate to conclude the consultation in respect of this matter.

Attached is a list of prescribed bodies to be notified of the application for the proposed development.

In accordance with section 146(5) of the Planning and Development Act, 2000 as amended, the Commission will make available for inspection and purchase at its offices the documents relating to the decision within 3 working days following its decision. This information is normally made available on the list of decided cases on the website on the Wednesday following the week in which the decision is made.

The attachment contains information in relation to challenges to the validity of a decision of An Coimisiún Pleanála under the provisions of the Planning and Development Act, 2000, as amended.

If you have any queries in the meantime, please contact the undersigned officer of the Commission or email marine@pleanala.ie quoting the above mentioned An Coimisiún Pleanála reference number in any correspondence with the Commission.

Yours faithfully,

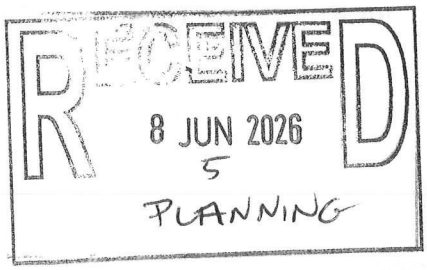
PP EGN

Ellen Moss
Executive Officer
Direct Line: 01-8737285
OC08A

Teil	**Tel**	(01) 858 8100
Glao Áitiúil	**LoCall**	1800 275 175
Láithreán Gréasáin	**Website**	www.pleanala.ie
Ríomhphost	**Email**	communications@pleanala.ie

64 Sráid Maoilbhríde
Baile Átha Cliath 1
D01 V902

64 Marlborough Street
Dublin 1
D01 V902



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

64 Sráid Maoilbhríde
Baile Átha Cliath 1
D01 V902

64 Marlborough Street
Dublin 1
D01 V902

An Coimisiún Pleanála

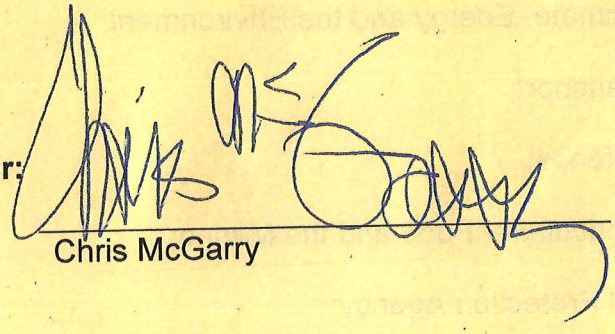
Direction
CD-022232-26
ACP-323896-25

The submissions on file and the inspector's report were considered at a meeting held on 03/06/2026.

The Commission decided that the prospective applicant be informed that under Section 287(3) of the Planning and Development Act 2000, as amended, the consultation is concluded. The following list of bodies that the applicant is requested to send copies of the application to in accordance with S291(3)(b) and S291(3)(d) should be attached.

- The Minister for Housing, Local Government and Heritage;
- The Minister for Climate, Energy and the Environment;
- The Minister of Transport;
- The Minister of Defence;
- The Minister for Agriculture, Food and the Marine;
- The Environmental Protection Agency;
- The Maritime Area Regulatory Authority;
- The Minister for Rural and Community Development;
- The Marine Institute;
- Inland Fisheries Ireland;
- Health and Safety Authority;
- Commission for Regulation of Utilities

- Failte Ireland;
- An Taisce;
- Dublin City Council (as the most proximate relevant coastal planning authority);
- The Eastern and Midlands Regional Assembly;
- National Transport Authority;
- Sustainable Energy Authority of Ireland;
- Eirgrid;
- Commissioner of Irish Lights;
- Irish Coastguard;
- Transport Infrastructure Ireland; and
- Uisce Eireann.

Planning Commissioner: 

Chris McGarry

Date: 03/06/2026

An Coimisiún Pleanála

Inspector's Report ACP-323896-25.

Development	Proposed Alexandra Basin Redevelopment 2 (ABR2) Project.
Location	Alexandra Basin, Dublin Port, Dublin 1.
Coastal Planning Authority	Dublin City Council
Prospective Applicant	Dublin Port Company (DPC).
Type of Application	Pre-application consultation for Development in the Maritime Area.
Dates of Pre-Application Meetings:	05/02/2026
Date of Site Inspection	04/02/2026
Inspector	A. Considine.

1.0 Introduction

1.1. The Commission received a request on 24th of November 2025 from prospective applicant, Dublin Port Company, via their agent Helena Gavin, RPS with an address at West Pier Business Camus, Dun Laoghaire, Co. Dublin, to enter into pre-application consultations under Section 287 of the Planning and Development Act, 2000 (as amended) in relation to the proposed Alexandra Basin Redevelopment 2 (ABR2) Project.

1.2. The Alexandra Basin lies within lands owned by DCP and which form part of the Dublin Port Estate. The proposed development seeks to complete aspects of the Alexandra Basin Redevelopment Project which were permitted under a previous SID (Case Reference PA29N.PA0034) but which were not completed before the expiration of the permission in July 2025. The prospective applicant advises their intent to make an application to the Commission under Section 291 of the Planning and Development Act, 2000 (as amended) to authorise the completion of the previously permitted project under Section.

1.3. Having regard Section 287(1)(a) and 286(3)(b) of the Act, it is submitted that DPC as owners of the land in the maritime area are eligible to apply for permission to which Chapter III relates without first holding a Maritime Area Consent and therefore eligible for consultation with the Commission prior to application for permission.

1.4. The Commission's representatives met with the prospective applicant on 1 occasion. The presentation provided by the prospective applicant and written record of the meeting are on file. This report should be read in conjunction with the written record on file of the pre-application consultation meeting held with the prospective applicant. This record was circulated to the prospective applicant, and it is not proposed to repeat the contents of those records in detail here.

1.5. It is proposed to submit an Environmental Impact Assessment Report with any application, and it was advised that a scoping report has been prepared and circulated to a number of bodies. An Appropriate Assessment Screening and Natura Impact Statement will also be prepared for the proposed development which will

include an assessment of the in-combination effects of the proposed development in combination with relevant applicable developments.

2.0 Site Location and Description

2.1. The Alexandra Basin lies within lands owned by DCP and which form part of the Dublin Port Estate. The proposed development site is located within lands owned by DPC and forms part of the Dublin Port Estate. The subject proposal relates to two separate parts of the Dublin Port Estate, namely Alexandra Basin and Terminal 5, including Basin 52/53. Both sites lie within the portion of the Dublin Port Estate north of the River Liffey.

3.0 Relevant Planning History

The relevant planning history pertaining to the proposed development is summarised as follows:

3.1. **ABP ref: PA29N.PA0034:** A 10-year permission was approved, subject to 16 conditions, for the development at Alexandra Basin on 7th July 2015. The permission granted comprised the following:

Alexandra Basin:

- The infilling of Graving Dock No.2 (6,055sq.m)
- The excavation and restoration of historic Graving Dock No.1.
- The removal of infill material (9,000sq.m.)
- The relocation of the ore concentrates loading system within Alexandra Basin West
- The relocation of double deck ramp No.4 to new river berth at Berths Nos. 52/53
- The demolition of:
    - The bulk jetty (3,200sq.m.)

- A section of North Wall Quay Extension (21,700sq.m.)
- Five control rooms/buildings/oil bunds (1,715sq.m.)
- A floating ramp on the Liffey side of North wall Quay Extension
- A lead-in jetty at Graving Dock No.2 within the Basin

- The construction of:
  - New quay walls at North Wall Quay Extension (937m in length) including a rounded eastern end using salvaged stone material from demolished sections of quay.
  - Moving and reconstruction of existing light house to E end of revised North Wall Quay Extension
  - Extension of Alexandra Quay West (130m in length)
  - Rebuilding of existing quay walls in the remainder of Alexandra Basin West having an aggregate length of 1200sq.m.
  - New 273m long Ro-Ro jetty and provision of three Ro-Ro ramps
  - Interpretative glazed pavilions (36sq.m.) on the W of the reconfigured North Wall Quay Extension and the presentation of a salvaged historic concrete block from the demolished section of the quay

- The dredging of:
  - 470,000m3 of contaminated material to a depth of -10.0m Chart Datum (CD) over an area of 194,000sq.m within the redeveloped Alexandra Basin and its subsequent remediation.
- Conservation works to the existing pump house and to retained sections of North Wall Quay Extension

Berths 52 and 53

- The demolition of:
    - Existing Berths 52 and 53
    - Jetty at Berth 52 (500sq.m.)
    - Concrete Dolphin at Berth 53 (500sq.m.)
- The construction of:
    - A new river berth at Berths 52/53 (300m long)
    - A new 75m mooring jetty at new river berth
    - New 40m long mooring jetty to extend existing Berth 49 (50m long)
- The infilling of the Terminal 5 Ro-Ro basin (45,650sq.m.)
- The raising of existing levels by 1.4m over an area of 95,000sq.m.
- Dredging of new river berth to -10m CD

Liffey Channel

- Construction of a marina protection structure to a height of +7.0m CD and a length of 220m on the S side of the River channel.
- Dredging of the shipping channel to a depth of -10m CD from a point 55m to the E of the East Link Bridge to a location in the vicinity of Dublin Bay a total distance of 10, 320m.

The application for this development included an Environmental Impact Statement (EIS) and a Natura Impact Statement (NIS). A Waste Licence and a Dumping at Sea Permit were required from the from the EPA, and Foreshore consent was also required under the Foreshore and Dumping at Sea (Amendment Act) 2009.

The elements of the ABR Project which have been completed to date include:

- Alexandra Basin West:
    - Infilling of Graving Dock no.2
    - Removal of infill material (at berth 28)

- Relocation of the ore concentrates loading system within Alexandra Basin West
- Removal of double deck ramp no.4 (for re-use at new river berth 52 as part of the MP2 Project)
- Demolition of:
  - The bulk jetty
  - Five control rooms/buildings/oil bunds
  - A lead-in jetty at Graving Dock no.2
- Construction of:
  - Extension of Alexandra Quay West (130m in length)
  - Rebuilding of existing quay walls in the remainder of Alexandra Basin West having an aggregate length of 1200m
  - New 273m long ro-ro jetty and provision of three ro-ro ramps
- Partial dredging of contaminated material within the redeveloped Alexandra Basin and the subsequent solidification /stabilisation of the material
- Conservation works to the existing pump house

- The Navigation Channel and fairway from Dublin Port into Dublin Bay:
  - Dredging of the shipping channel.

3.2. **ABP ref: ABP-322353-25:** DPC submitted a request to the Commission under the provisions of Section 146B of the Act to alter the terms of the SID granted under Ref. PL29N.PA0034. The proposed alteration (ABP-322353-25) sought to omit aspects of the permitted development which were no longer required at the North Wall Quay Extension, which constituted a reduction in the scope of the consented project. In this regard, the following aspects were proposed for omission:

- Construction of interpretive glazed pavilions having an area of 36sq.m on the west of the reconfigured North Wall Quay Extension and the presentation of a salvaged historic concrete block from the demolished section of quay.
- Dredging to -10m CD (c.276,000sq.m) at the North Wall Quay Extension berthing pocket.
- Construction of new quay walls at the North Wall Quay Extension, 937m total in length, including a rounded eastern end using salvaged stone material from demolished sections of quay.
- Demolition of a floating ramp (Ramp no. 6) on the Liffey side of North Wall Quay Extension.
- Demolition of a section of the North Wall Quay Extension (a Protected Structure) having an area of 21,700sq.m.
- Moving and reconstruction of existing lighthouse to eastern end of revised North Wall Quay Extension.
- Construction of marina protection structure to a height of +7.0m CD and a length of 220m on the southern side of the River channel.

The Commission confirmed the alterations to the planning permission on 18th July 2025.

The Commission will note that there are a small number of incomplete aspects of the permitted development that were identified to be the subject of a future planning application. At the meeting with the prospective applicant, it was advised that four of these incomplete aspects (described below in Section 4.2 of this report) are proposed to be the subject of the current pre-application consultation before the Commission, and the final incomplete aspect comprises the excavation and restoration of historic Graving Dock No.1. The prospective applicant advises that the context within which Graving Dock No. 1 was to be excavated was based on demolition proposals relating to the North Wall Quay Extension. Omission of these demolition works from the ABR Project means that the excavation and restoration of Graving Dock No. 1 has now been excluded from the proposed project. Graving

Dock No. 1 will remain preserved and protected in-situ, and the hardstanding area at ground level close to the berth will continue to be used as part of general port operations.

3.3. **ABP ref: ABP-304888-19**: The Board (as it was at the time of permission) granted a 15-year permission for the second strategic project from the Dublin Port Masterplan (MP2 Project) which interfaces which aspects of the subject development. This development is currently under construction.

ABP ref: ABP-320250-24: The third strategic project for the Port, the proposed '3FM Project' consisting of a Southern Port Access Route and road network improvements, construction of a Lo-Lo container terminal, Ro-Ro freight terminal and other works, is currently with the Commission for consideration.

4.0 The Proposed Development

4.1. This pre-application consultation relates to the redevelopment of the Alexandra Basin which have been previously consented under the SID granted under Ref. PL29N.PA0034, and altered under application under Section 146B of the Planning and Development Act, 2000 (as amended), ABP ref: ABP-322353-25 refers.

4.2. The proposed development will comprise of the following elements:

- The dredging of a balance of 470,000m^3 of contaminated material to a depth of -10.0m CD over an area of 194,000m^2 within the redeveloped Alexandra Basin and its subsequent remediation;
- The demolitions at existing Berths 52 and 53;
- The infilling of the Terminal 5 Ro-Ro basin (45,650m^2); and;
- The raising of the existing Terminal 5-yard levels by 1.4m over an area of 95,000m^2, required for the development of the Unified Ferry Terminal (as permitted as part of the MP2 Project).

4.3. The ABR Project represents the first phase of redevelopment of Dublin Port identified in the Dublin Port Masterplan 2040. The ABR Project remains consistent with the objectives of the European Union TEN-T network for the North Sea-Mediterranean Corridor and the designated role of Dublin Port as a Core Port within the TEN-T network.

4.4. The information presented include the context of the project with the permitted MP2 Project (ABP ref: PA29N.304888 refers) and 3FM Project (ABP ref: PA29N.320250 refers) which is currently under consideration.

4.5. In relation to the proposed works, it is noted that the infrastructural works at the site have been completed, as well as the first phases of the dredging campaign. At the meeting with the prospective applicant on the 5th of February, the Commission was advised that monthly environmental reports are submitted to Dublin City Council, and regular meetings include the senior staff from both the Council and MARA. The Foreshore consent is in place under existing licence, and the Industrial Emissions Licence will require to be amended to provide for treatment of materials.

5.0 Consultations

5.1. No other consultations are noted within the applicants submission of the 24th November 2025. However, at the meeting of the 5th February 2026, the applicant advised that a scoping report had been prepared and circulated to relevant bodies. 12 responses were noted to have been received, including from the NPWS.

6.0 Policy Context

The following policy documents are of relevance but, it should be noted, do not comprise an exhaustive list:

- EU Habitats Directive (92/43/EEC)

- European Communities (Birds and Natural Habitats) Regulations, 2011
- EC Guidance on the implementation of the Birds and Habitats Directives in estuaries and coastal zones, with particular attention to port development and dredging, 2011
- Trans-European Transport Network (TEN-T) Regulations, 2014
- European Union Ports 2030 Gateways for the Trans European Transport Network, 2014
- Marine Spatial Planning Directive (2014/89/EU), 2014
- National Ports Policy, Department of Transport, Tourism and Sport, 2013
- Dublin Port Masterplan 2012-2040
- National Development Plan (NDP) 2018 - 2027
- Project Ireland 2040 National Planning Framework (NPF) 2018
- National Marine Planning Framework (NMPF) 2021
- The Dublin Transportation Office Strategy (Platform for Change)
- Regional Planning Guidelines – Greater Dublin Area 2019-2031 (RPG GDA)
- Greater Dublin Area Transport Strategy 2016-2035
- Dublin City Development Plan 2022-2028
- Local Action Plan City of Dublin – Cruise Traffic and Urban regeneration of City Port Heritage as a key for Sustainable Economic, Social and Urban Development, 2011
- The North Lotts and Grand Canal Dock Planning Scheme, 2014
- Poolbeg West SDZ 2016

7.0 Legislative Context

7.1. Section 285(1)(c) of the Planning and Development Act, 2000 (as amended) ('the Act'), notes that Chapter III (Other Development in the Maritime Area) of Part XXI (Maritime Development) applies to development of a class specified in the Eighth Schedule situated partly on land and partly in the nearshore area of a coastal planning authority[1]. The Eighth Schedule of the Act includes all developments listed in the Seventh Schedule and a wide range of marine and harbour/port infrastructure, underwater communications, pipelines and cables, land reclamation, extraction of aggregates, dredging, drilling, large marinas, as well as various energy generation and storage developments. Specifically, the Eighth Schedule includes the following classes of development:

Alexandra Basin West -

- *'Class 11: Development consisting of –*

  (a) ,

  (b) The extraction of stone, gravel, sand or clay by marine dredging (other than maintenance dredging), where the area of extraction would be greater than 5 hectares.

Terminal 5

- *'Class 21: A harbour or port installation, including—*

  (a) ,

  (b) vehicle queuing and parking areas,

7.2. 'Nearshore Area' for the purposes of the Act has the meaning assigned to it in the Maritime Area Planning Act 2021, and essentially relates to the marine area below the line of the high-water mark (including tidal rivers and tidal estuaries) extending out to sea by three nautical miles (or any other such distance as may be prescribed by regulation).

[1] Section 285(1)(c)(ii)(I) of the Act refers.

7.3. Section 286(3) of the Act states that a person shall not be eligible to apply for permission under the provisions of Part XXI, Chapter III, unless that person is either:

(a) the holder of either a Marine Area Consent (MAC)[2], or of a licence granted under section 3 of the Foreshore Act of 1933[3] ("the Foreshore Act") authorising the licensee to do any act or acts referred to in that section for the purposes of the development on, or in relation to the maritime site in which the development is proposed,

(b) the owner of the land in the maritime area where the development will be carried out,

(c) the lessee under a lease made under section 2 of the Foreshore Act that includes the maritime site of the proposed development and that contains a covenant, condition or agreement that requires the lessee to carry out on that site the proposed development concerned[4], or

(d) makes the application with the consent of the owner of the land in the maritime area[5].

7.4. S. 287(1) states that a person who proposes to make an application for permission under s.291 shall consult with the Board. S.287(2) states that the Board may provide its opinion regarding the making of the application and in particular, as respects:

(a) the procedures to be followed by the prospective applicant when making the application and by the Board when considering the application,

(b) the documents required to accompany the application,

(c) the need for the prospective applicant to create an internet website for the purpose of publishing the application and all documentation accompanying the application,

(d) the publication of notices in accordance with this Act, the furnishing of documentation to persons referred to in subsection (3) of section 291 and the

---

[2] Section 286(3)(a)(i) of the Act refers.
[3] Section 286(3)(a)(ii) of the Act refers.
[4] Section 286(3)(c)(i) & (ii) of the Act refers.
[5] Section 286(3)(d) of the Act refers.

making of submissions and observations in relation to an application under that section,

(e) such persons as may be prescribed for the purposes of this Chapter,

(f) some or all of the matters that the Board is likely to take into consideration relating to—

(i) the National Marine Planning Framework,

(ii) objectives of maritime spatial planning,

(iii) principles of proper planning and sustainable development, and

(iv) the environment or any European site,

when making a decision under section 293 in relation to the application,

(g) the fees payable to the Board in relation to the making of the application, and

(h) compliance by the prospective applicant with any direction of the Board under subsection (3) of section 291.

7.5. Of note, under S.287(3), the Board may at any time conclude a consultation under this section where it considers it appropriate to do so.

8.0 Meetings Held

8.1. One meeting was held with the prospective applicant's representatives on the 5th of February 2025.

8.2. A presentation was provided at the meeting which is included in the file together with other information provided to the Commission in respect of same. The record of the meeting is also contained on the file.

8.3. Issues raised at the meetings are identified and discussed in Section 10 below.

9.0 Relevant Cases

9.1. The following comprise recent port facility related pre-application consultations or applications which are considered of note.

9.2. **Pre-Application Consultations**

- **ABP-320733-24:** S287 consultation regarding the proposed redevelopment of port facilities at Ringaskiddy, Co. Cork. Similar issues arise, in that the previously permitted redevelopment works at Ringaskiddy were not completed within the lifetime of the S37E (SID) permitted development, ABP ref: PL04.PC0131 refers. The Commission will note that Ringaskiddy was also subject to a number of alteration consents.

10.0 Matters Arising

10.1. **Proper Planning and Sustainable Development**

10.1.1. The Commission is referred to the record of the meeting and documentation submitted, which is attached to the file. The following is a summary of the matters arising including inter alia:

- The planning history associated with the subject site and wider Dublin Port lands, is noted. In particular, the nature of the proposed works, which seeks to complete previously permitted works as part of the Alexandra Basin Redevelopment project, should have regard to updated baseline surveys and any monitoring programmes which have been undertaken for the site (as discussed below in Section 10.2).
- Policy context surrounding the proposal ranging from strategic to local. The applicant noted their intention to take on board any policy changes that have taken place since the submission of the original ABR Project, with particular regard to the National Marine Planning Framework. The prospective applicant should consider the use of a schedule of policy compliance and the interaction between objectives and the key principles behind the NMPF

including the ecosystems-based approach. While compliance with all NMPF Policies should be demonstrated, the applicant is particularly advised to address policies in relation to ports, harbours and shipping, as well as those policies which relate to other maritime uses. While it is acknowledged that piling works have been completed as permitted under a previous SID (Case Reference PA29N.PA0034 refers) NMPF policies relating to ocean health, biodiversity, water quality, seafloor and water column integrity, as well as underwater noise should also be addressed.

- Public consultation process and stakeholder engagement undertaken.
- Consideration of the interdependencies and cumulative impacts from ORE projects and other Dublin Port projects, and the vast amount of information available due to these projects.

The coastal planning authority within whose functional area (including nearshore area) the proposed development would be situated or one whose functional area (including near shore) adjoins that part of the maritime area in which the proposed development would be situated may provide a dedicated report including their members views during any future application process. In this instance Dublin City Council is the relevant coastal planning authority under the provisions of Section 291(3)(b)(V) from which a report (including members consideration) would be appropriate as part of any future application process.

10.2. Environmental Impact Assessment

10.2.1. It is intended to submit an Environmental Impact Assessment Report with the proposed application for development. The prospective applicant advised that the baseline surveys have been repeated with monitoring ongoing as part of the previously permitted development. It is further noted that the infrastructural works associated with the project are completed so no piling activities are proposed as part of the current project works. At the meeting on the 5th of February 2026, the following matters were discussed:

- The prospective applicant prepared a Scoping Report which was circulated to a number of bodies.
- There were 12 responses to the Scoping Report, including from the NPWS who advised the applicant to 'be mindful of otters'.
- There have been monthly environment reports submitted to Dublin City Council and quarterly Liaison Group meetings.
- There is no request for the Commission to consider options in terms of a S287A opinion.
- Consideration of Alternatives to be clearly presented.
- In terms of environmental factors:
    - A question around the potential sources of contamination from the graving dock was raised at the meeting on the 5th of February. It was confirmed by the prospective applicant that this source of contamination has been eliminated on the grounds that the graving dock has been infilled and sources of pollutants has been stopped.
    - Dredging and infilling schedules – Alexandra Basin is operational and busy resulting in the need for an increased rate of dredging.
        - Proposals for the second phase of dredging will be similar to the first phase - a small dredger/floating barge.
        - The EIAR will provide for the export of excess material if necessary.
    - Dumping at Sea –
        - Heavy contaminated materials will be treated and reused.
        - Slight to moderate contaminated materials will be dumped at sea under licence and capped.
        - Clean material to be dumped at sea under licence.
    - Marine Mammals – Mitigation guidelines are due to be updated, and any measures should reflect the most up-to-date information at the time of lodging of the application, and including sensitivity, on species. The applicant will ensure the MMO, who will be present during all

dredging works, shall satisfy the requirements of the most up to date national guidance.

- Ornithology – the use of the port area for birds and efficacy of mitigation measures included in original permission.
- Major accidents – ESB have advised the applicant to consider the power station intakes.
- Consideration of Cumulative Impacts and Interdependencies to be presented, to include developments and consents since the original EIAR was prepared, and which could be constructed/operational at the same timeframe as the subject proposed development.

- In terms of policy, the application will have to consider the requirements of the Climate Action and Low Carbon Act as well as the relevant Climate Action Plan and established sectoral carbon budgets.
- The location of the site within a tidal river will require consideration of the provisions of the National Marine Planning Framework.
- Construction Impacts
  - All methods to be used to be included and assessed in the EIAR.
  - All impacts in the marine and coastal environments to be addressed.

10.3. Appropriate Assessment

10.3.1. It is proposed to submit a Natura Impact Assessment Report with the proposed Application for Development in the Marine Area. The following include matters which were discussed during the consultation meeting.

- Consultation with the National Parks and Wildlife Service (NPWS) was encouraged.
- Natura 2000 sites within likely zone of impact and proximity to QI's/SCI's. Ongoing monitoring of birds and mammals in the river channel to inform assessment.

- Potential mitigation measures and consideration of the efficacy of any mitigation measures that were applied during the previously approved construction.
- In-combination Effects.

10.4. **Procedures**

10.4.1. Having regard to the information submitted, and having undertaken a site inspection, I am satisfied that the proposed development constitutes a Class 11(b), Eighth Schedule form of development that is located partly on land and partly in the nearshore area of Dublin. The development consists of the extraction of stone, gravel, sand or clay by marine dredging (other than maintenance dredging), where the area of extraction would be greater than 5 hectares.

10.4.2. The proposed development is located partly within the nearshore of Dublin City Council where the dredging and infilling works and demolition works at existing Berths 52 and 53, are proposed. As the proposed development is a class of development specified in the Eight Schedule of the Act (Class 11(b)) and is located partly on land and partly in the nearshore area of a coastal planning authority I am satisfied that the relevant criteria set out in Section 285(1)(c)(ii)(I) of the Act have been met.

10.4.3. Having regard Section 286(3)(b) and 287(1)(a) of the Act, it is submitted that DPC as owners of the land in the maritime area are eligible to apply for permission to which Chapter III relates without first holding a Maritime Area Consent and therefore eligible for consultation with the Commission prior to application for permission.

10.4.4. In terms of other consents, the Commission will note the following:

- **Foreshore Licence FS005699:** Consent under Sections 2(1), 3(1) and 10(1) of the Foreshore Act, 1933 on the application made by Dublin Port Company 2016 with respect of works on the foreshore for the Alexandra Basin Redevelopment Project at Alexandra Basin, Dublin 1, was approved by the Department of Environment, Heritage and Local Government on the 12th May.

The prospective applicant advised at the pre-application consultation meeting that this consent remains live.

- **Industrial Emissions Licence P1022-02:** The prospective applicant advised that this licence, which was determined on the 14th February 2019, and subject to Clerical Amendment A granted on 26 April 2019, and Technical Amendment B dated 5th November 2024, will require amendment for the necessary treatment of materials.
- **Dumping at Sea Permit S0024-01:** This permit was granted on the 13th September 2016, and relates to the loading and dumping at sea of dredged material arising from capital dredging by Dublin Port Company as part of the Alexandra Basin Redevelopment Project. Under this permit, a maximum of 8,760,000 tonnes of dredged material may be loaded and dumped at sea up until and including 31" March 2021.

I am satisfied that the prospective applicant will be aware of the requirements for other consents associated with the proposed development.

10.4.5. The Prospective Applicant did not indicate any requirement for an opinion from the Commission in relation to flexibility under section 297B of the Act.

10.4.6. At the pre-application meeting, the Commissions representatives advised the prospective applicant that in its opinion the relevant Coastal Planning Authority is Dublin City Council.

10.4.7. In terms of closing the pre-application process, I would note that the prospective applicant has confirmed that they do not require any further feedback and I am satisfied that the applicant is aware of all the relevant issues arising. I am further satisfied that the prospective applicant is familiar with the processes involved, and as such, it is appropriate to close out the pre-application consultation process at this time. The prospective applicant's most recent correspondence, dated 06 May 2026, notes the discussion and feedback provided at the pre-application consultation meeting was of sufficient detail to assist in consideration of the proposed development.

10.4.8. The submission confirms that on issuing of correspondence to confirm that the pre-application consultation has concluded, DPC will proceed to make an application for permission under S291 of the Act. No further questions on procedures are noted. The administrative section of the Commission will remain available to engage with the prospective applicant up to the lodgement of any future planning application in relation to any relevant procedures concerning the documentation and details required including the provision of the stand-alone website, timing and statutory wording of notices, relevant prescribed bodies, application fee, etc.

10.4.9. In terms of prescribed bodies for any future application, I recommend that the Commission consider that the persons listed in Appendix A to this report, be served with the application and accompanying documents. In forming the list, regard was had to, inter alia, the requirement under Schedule 1 of the Planning and Development (Maritime Development) Regulations 2023. Regard was also had, in drawing up the list below, to the provisions of S.291(3)(b) and S.291(3)(d) of the Planning and Development Act, 2000 (as amended).

10.4.10. The prospective applicant should send a copy of the application, accompanying documents and a copy of the public notice to the Prescribed Bodies listed in attached Appendix A. The Prospective Applicant should also be advised that it is open to them to send copies of the application and its associated documentation to any other bodies that they consider relevant on the basis of the studies that they have carried out. In this context, I recommend that the prospective applicant also be requested to send copies of any future Section 291 application to the following bodies, as included in Appendix A below:

1. Transport Infrastructure Ireland
2. Uisce Eireann/Irish Water

The Commission may wish to review that list and satisfy itself that it is sufficient, and the applicant may wish to consider other bodies they consider relevant.

10.5. Transboundary Consultation

10.5.1. Having regard to the provisions of S.291(3)(d) of the Planning and Development Act 2000 (as amended), the nature and location of the proposed development, I do not consider that the Proposed Development is likely to give rise to transboundary effects and accordingly I do not consider it necessary to engage in transboundary consultations.

10.6. Other Matters

10.6.1. In terms of closing the pre-application process, I would note that the prospective applicant has confirmed that they do not require any further feedback and I am satisfied that the applicant is aware of all the relevant issues arising. The prospective applicant's most recent correspondence, dated 06 May 2026, notes the discussion and feedback provided at the pre-application consultation meeting was of sufficient detail to assist in consideration of the proposed development. The submission sets out the following points to be confirmed as part of the Opinion.

10.6.2. Regarding Terminal 5, the submission notes that the proposed works at Terminal 5 comprise the infilling of the Ro-Ro basin and the raising of existing Terminal 5 yard levels to facilitate the development of Unified Ferry Terminal (UFT) vehicle queuing, parking, and other similar facilities which have been permitted as part of the MP2 Project (Case ref. ABP-304888-2021). These permitted works relate to infrastructure capable of accommodating vessels with a tonnage exceeding 1,350 tonnes. DPC has requested that the Commission confirm whether the proposed infill works and increased levels also fall within the scope of Class 21(b) of the Eighth Schedule of the Act, as specified for the purposes of Chapter III of Part XXI. Class 21(b) relates to *A harbour or port installation, including - vehicle queuing and parking areas.*

10.6.3. On the basis that the works will facilitate a project which was subject to an EIAR, I am satisfied that the proposed infill works and increased levels fall within the scope of Class 21(b) of the Eighth Schedule of the Act, as specified for the purposes of Chapter III of Part XXI.

11.0 Conclusion

11.1. Following the completion of the pre-application meeting on the 5th February 2026, I am of the opinion that the process should be concluded. I recommend that the Commission notify the prospective applicant that the process is closed and include the attached list of bodies that the applicant is requested to send copies of the application to in accordance with S291(3)(b) and S291(3)(d), as well as the additional bodies identified in the interests of completeness.

12.0 Professional Declaration

I confirm that this report represents my professional planning assessment, judgement and opinion on the matter assigned to me and that no person has influenced or sought to influence, directly or indirectly, the exercise of my professional judgement in an improper or inappropriate way.

A. Considine
Senior Planning Inspector
21st May 2026

APPENDIX A - Prescribed Bodies

1. Minister for Housing, Local Government and Heritage
2. Minister for the Environment, Climate and Communications
3. Minister for Transport
4. Minister for Defence
5. Minister for Agriculture, Food and the Marine
6. Environmental Protection Agency
7. Maritime Area Regulatory Authority
8. Minister for Rural and Community Development
9. Marine Institute
10. Inland Fisheries Ireland
11. Health and Safety Authority
12. Commission for Regulation of Utilities
13. Failte Ireland
14. An Taisce
15. Dublin City Council
16. Eastern & Midland Regional Assembly
17. National Transport Authority
18. Sustainable Energy Authority of Ireland
19. Eirgrid
20. Commissioner of Irish Lights
21. Irish Coastguard
22. Transport Infrastructure Ireland
23. Uisce Eireann/Irish Water

Alexandra Basin Redevelopment 2

Bringing Dublin Port To 2040

Planning Particulars – Schedule 7

Schedule of Bodies Notified and Copies of Notifications



CALAFORT ÁTHA CLIATH
DUBLIN PORT

TETRA TECH

(blank page inserted intentionally)

Schedule of Bodies Notified and Copies of the Notifications

This document provides a schedule of the prescribed bodies notified pursuant to Section 291(3) of the Planning and Development Act 2000, as amended.

Note: The prescribed bodies were formally notified by email on 9 November 2026. Each email included a formal notification letter and a link to download the full application documentation.

Copies of the formal notification letters are appended to this document in the same order as the bodies listed in the schedule.

No.	Body / Authority	Date Notification Sent	Format Required
	Coastal Planning Authority		
1	Dublin City Council	9 November 2026	One hard copy & one USB
	Prescribed Bodies		
2	The Minister for Housing, Local Government and Heritage	9 November 2026	Electronic copy via email
3	The Minister for Climate, Energy and the Environment	9 November 2026	Electronic copy via email
4	The Minister of Transport	9 November 2026	Electronic copy via email
5	The Minister of Defence	9 November 2026	Electronic copy via email
6	The Minister for of Agriculture, Food and the Marine	9 November 2026	Electronic copy via email
7	The Environmental Protection Agency	9 November 2026	Electronic copy via email
8	The Maritime Area Regulatory Authority	9 November 2026	Electronic copy via email
9	The Minister for Rural and Community Development	9 November 2026	Electronic copy via email
10	The Marine Institute	9 November 2026	Electronic copy via email
11	Inland Fisheries Ireland	9 November 2026	Electronic copy via email
12	Health and Safety Authority	9 November 2026	Electronic copy via email
13	Commission for Regulation of Utilities	9 November 2026	Electronic copy via email
14	Fáilte Ireland	9 November 2026	Electronic copy via email
15	An Taisce	9 November 2026	Electronic copy via email
16	The Eastern and Midland Regional Assembly	9 November 2026	Electronic copy via email
17	National Transport Authority	9 November 2026	Electronic copy via email
18	Sustainable Energy Authority of Ireland	9 November 2026	Electronic copy via email
19	EirGrid	9 November 2026	Electronic copy via email
20	Commissioners of Irish Lights	9 November 2026	Electronic copy via email
21	Irish Coast Guard	9 November 2026	Electronic copy via email
22	Transport Infrastructure Ireland	9 November 2026	Electronic copy via email
23	Uisce Éireann	9 November 2026	Electronic copy via email

TETRA TECH

C1 – Public

Our ref.: IE002726

Chief Executive Officer,
Dublin City Council,
Civic Offices,
Wood Quay,
Dublin 8,
D08 RF3F.

By courier

9 November 2026

RE: FORMAL NOTIFICATION TO DUBLIN CITY COUNCIL OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Tetra Tech, on behalf of Dublin Port Company (DPC; the Prospective Applicant), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A2, has been instructed to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for permission for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

Certain elements of the proposed development are located within the foreshore. A Foreshore Licence (Ref. FS005699) exists and remains valid.

A Protected Structure is located within the application site boundary. The development will be located on a site that currently operates under an Industrial Emissions (IE) Licence (P1022-02/B) under Part IV of the Environmental Protection Agency Act 1992 (as amended for the Protection of the Environment Act, 2003). The site is located close to establishments to which the Chemicals Act (Control of Major Accident Hazards Involving Dangerous Substances) Regulations 2015 (S.I.209 of 2015) apply.

Tetra Tech, West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tel +353 (0)1 488 2900

Tetra Tech Ireland Limited. Registered in Ireland: No. 161581
Registered Office: West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tt-EU-TEM-003-02

Statutory Basis

The proposed development comprises works partly on land and partly within the nearshore area, being development which falls within the scope of the Eighth Schedule to the PDA 2000. Accordingly, the application is being made to the Commission pursuant to Section 291 of the PDA 2000.

Dublin City Council (DCC) is the planning authority for the area where the proposed development would be situated. This letter formally notifies DCC of the proposed development and the prospective Applicant's intent to submit a planning application for consent for the above-mentioned project to the Commission.

Application Documentation

The nature, extent and location of the proposed development are contained within the documentation and drawings prepared and enclosed herewith (**2 no. hard copies, and 1 no. USB memory stick containing an electronic copy**). Copies of the Environmental Impact Assessment Report (EIAR) and Natura Impact Statement (NIS) are also enclosed.

The complete application documentation, including the EIAR and NIS, is also available to view and download on the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents - Public Display

As stated in the statutory notices, the public is informed that the application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during public opening hours for a period of eight weeks (plus 9 days for the Christmas period) commencing on **17 November 2026**, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

The statutory notices also state that submissions/observations in respect of the proposed development must be made to the Commission, accompanied by a fee of €50 (except for certain prescribed bodies), and must be received by the Commission no later than **5.30 pm on 21 January 2027.**

The public consultation period for making submissions or observations in respect of the proposed development commences on **17 November 2026** and expires on **21 January 2027 (5.30 p.m.).**

Please direct any enquiries relating to the application process to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

Schedule of Enclosures

No.	Enclosure / Document	Details
1	**Planning Particulars Report**	Includes Schedules 1–8: • Schedule 1: Maritime Area Planning Application Form • Schedule 2: Schedule of Drawings • Schedule 3: Ordnance Survey Map Reference Numbers • Schedule 4: Foreshore Licence – Copy • Schedule 5: Newspaper Notices and Site Notice – Copies • Schedule 6: Schedule of Pre-Application Consultations • Schedule 7: Schedule of Bodies Notified and Copies of Notifications • Schedule 8: EIA Portal Confirmation Notice – Copy
2	**Planning Report**	Including Appendices A–D
3	**COMAH Land Use Planning Assessment**	
4	**Water Framework Directive Compliance Assessment**	
5	**Summary of Mitigation Measures**	
6	**Draft Construction Environmental Management Plan**	
7	**Environmental Impact Assessment Report**	Volume 1: Non-Technical Summary Volume 2: Assessment Chapters Volume 3: Appendices
8	**Appropriate Assessment Screening Report and Natura Impact Statement**	
9	**Drawings**	As listed in Schedule 2 of the Planning Particulars Report
10	**ABR2 Project Planning Boundary – ITM**	Digital file provided on the electronic copies supplied on USB and made available on the dedicated project website established by the Applicant.

TETRA TECH

C1 – Public

Our ref.: IE002726

The Minister for Housing, Local Government and Heritage
c/o The Manager,
Development Applications Unit,
Department of Housing, Local Government and Heritage,
Newtown Road,
Wexford,
Y35 AP90

Sent by email to: manager.dau@npws.gov.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental**

Tetra Tech, West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tel +353 (0)1 488 2900

Tetra Tech Ireland Limited. Registered in Ireland: No. 161581
Registered Office: West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tt-EU-TEM-003-02

Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

The Minister for Environment and Climate & Communications
Department of the Environment, Climate and Communications,
Tom Johnson House,
Haddington Road,
Dublin,
D04 K7X4

Sent by email to: planningadvisory@dcee.gov.ie
CC. Minister.OBrien@decc.gov.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental**

Tetra Tech, West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tel +353 (0)1 488 2900

Tetra Tech Ireland Limited. Registered in Ireland: No. 161581
Registered Office: West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tt-EU-TEM-003-02

Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

Minister of Transport
General Co Ordination Unit,
Department of Transport,
Leeson Lane,
Dublin 2,
D02 TR60

Sent by email to: GeneralCo-OrdinationUnit@transport.gov.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

Tetra Tech, West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tel +353 (0)1 488 2900

Tetra Tech Ireland Limited. Registered in Ireland: No. 161581
Registered Office: West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tt-EU-TEM-003-02

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

The Minister of Defence
Trinity Point,
10/11 Leinster Street South,
Dublin 2,
Dublin,
D02 EF85

Sent by email to: PropertyManagementPlanning@defence.ie
cc Philomena.Evans@defence.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental**

Tetra Tech, West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tel +353 (0)1 488 2900

Tetra Tech Ireland Limited. Registered in Ireland: No. 161581
Registered Office: West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tt-EU-TEM-003-02

Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

The Minister for Agriculture, Food, and the Marine
Department of Agriculture,
Food and the Marine,
Agriculture House,
Kildare Street,
D02 WK12

Sent by email to: Environmental_Co-ordination@agriculture.gov.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

The Environmental Protection Agency
PO Box 3000,
Environmental Protection Agency,
Johnstown Castle Estate,
Co. Wexford,
Y35 W821.

Sent by email to: eiaplanning@epa.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

The Maritime Area Regulatory Authority
2nd Floor, Menapia House,
Drinagh Business Park,
Drinagh, Wexford,
Y35 RF29

Sent by email to: consultation@mara.gov.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

The Minister for Rural and Community Development
Department of Rural and Community Development,
Trinity Point,
10-11 South Leinster Street,
Dublin 2,
D02 EF85

Sent by email to: minister@drcdg.gov.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

The Marine Institute
Director of Marine Environment and Food Safety Services,
Rinville,
Oranmore,
Galway,
H91 R673.

Sent by email to: alan.berry@marine.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

Our ref.: IE002726

Inland Fisheries Ireland
Roisin O'Callaghan & Matthew Carroll
3044 Lake Drive,
Citywest Business Campus,
Dublin 24,
D24 CK66

Sent by email to: Roisin.O'Callaghan@fisheriesireland.ie / Matthew.Carroll@fisheriesireland.ie / erbd@fisheriesireland.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental**

Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

Health and Safety Authority (HSA)
The Metropolitan Building,
James Joyce Street,
Dublin 1,
D01 K0Y8

Sent by email to: contactus@hsa.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

Commission for Regulation of Utilities
The Grain House,
The Exchange,
Belgard Square North,
Tallaght,
D24 PXW0

Sent by email to: planning@cru.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

Fáilte Ireland
Planning Applications,
88-95 Amiens Street,
Dublin 1,
D01 WR86

Sent by email to: planning.applications@failteireland.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

An Taisce
Planning Referrals,
5 Foster Place,
Temple Bar,
Dublin,
D02 V0P9

Sent by email to: advocacyqueries@antaisce.org

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA

FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental**

Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

The Eastern and Midlands Regional Assembly
3rd Floor North,
Ballymun Civic Centre,
Main Street,
Ballymun,
Dublin 9,
D09 C8P5.

Sent by email to: rses@emra.ie / info@emra.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental**

Tetra Tech, West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tel +353 (0)1 488 2900

Tetra Tech Ireland Limited. Registered in Ireland: No. 161581
Registered Office: West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tt-EU-TEM-003-02

Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

National Transport Authority
Haymarket House,
Smithfield,
Dublin 7,
D07 CF98

Sent by email to: planning@nationaltransport.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

Sustainable Energy Authority of Ireland (SEAI)
Three Park Place,
Hatch Street Upper,
Dublin 2,
D02 FX65

Sent by email to: info@seai.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

Our ref.: IE002726

Eir Grid
The Oval,
160 Shelbourne Road,
Ballsbridge,
Dublin 4,
D04 FW28.

Sent by email to: Fay.Lagan@Eirgrid.com / Info@Eirgrid.com / Consult@Eirgrid.ie / StatutoryNotifications@Eirgrid.com

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental**

Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

Our ref.: IE002726

Commissioner of Irish Lights
Commissioners of Irish Lights Headquarters,
Harbour Road,
Dun Laoghaire
Co. Dublin,
Ireland,
A96 H500

Sent by email to: Operations@irishlights.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental**

Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

Irish Coast Guard
Irish Coast Guard Headquarters,
Department of Transport,
Leeson Lane,
Dublin 2,
D02 TY80

Sent by email to: Mark.Kilduff@transport.gov.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

Transport Infrastructure Ireland
Parkgate Business Centre,
Parkgate Street,
Dublin 8,
D08 DK10.

Sent by email to: LandUsePlanning@tii.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.**

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

TETRA TECH

C1 – Public

Our ref.: IE002726

Uisce Éireann
Development Management Planning,
Uisce Éireann,
Colvill House,
24-26 Talbot Street,
Dublin 1,
D01 NP86.

Sent by email to: planning@water.ie

9 November 2026

RE: FORMAL NOTIFICATION OF AN APPLICATION TO AN COIMISIÚN PLEANÁLA FOR PERMISSION FOR MARITIME DEVELOPMENT UNDER SECTION 291 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Proposed Development: ABR2 Project, Dublin Port, Dublin 1 and 3

Dear Sir/Madam,

Please be advised that Dublin Port Company (DPC), Estuary House, Block P7, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 Y6A (DPC; the Prospective Applicant), gives notice of its intention to submit an application for permission to An Coimisiún Pleanála (the Commission) under Section 291 of the Planning and Development Act 2000, as amended (the PDA 2000) for the proposed maritime development known as the ABR2 Project.

The proposed development is located at Alexandra Basin West, off Alexandra Road, and at the Berth 52/53 basin and associated terminal yards, off Alexandra Road Extension and Terminal Road South, Dublin Port, Dublin 1 and Dublin 3.

The proposed development seeks permission for a period of 10 years and relates to the completion of elements of the Alexandra Basin Redevelopment Project (the ABR Project), previously consented under the Commission's Case Ref. PL29N.PA0034 in July 2015, as altered by Case Ref. PM29N.322353.

The public notice enclosed with the application documentation sets out summary details of the proposed development. An Environmental Impact Assessment Report and a Natura Impact Statement have been prepared for the proposed development and accompany the application documentation.

Furnishing of Application Documents

Further to your confirmation that the application documentation may be provided electronically, **we are furnishing the application documentation and drawings, including an Environmental**

Tetra Tech, West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tel +353 (0)1 488 2900

Tetra Tech Ireland Limited. Registered in Ireland: No. 161581
Registered Office: West Pier Business Campus, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 N6T7
Tt-EU-TEM-003-02

Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS), via the download link provided in the accompanying email.

The complete application documentation, including the EIAR and NIS, is also available to view and download from the dedicated project website at:

www.dublinportabr2.ie

Inspection of Documents – Public Display

The application documentation will also be available for inspection free of charge, or for purchase on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy), during the period specified in the statutory notice accompanying the application, at the following locations:

- The Offices of An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902; and
- The Offices of Dublin City Council, Civic Offices, Wood Quay, Dublin 8, D08 RF3F.

Public Consultation - Submissions and Observations

As stated in the statutory notices accompanying the application, submissions or observations may be made **ONLY** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1, D01 V902 in writing and may also be made online at www.pleanala.ie during the period of eight weeks (plus 9 days to cover the Christmas period) starting on **17 November 2026**, relating to –

(i) the implications of the proposed development for maritime spatial planning, and

(ii) the implications of the proposed development for proper planning and sustainable development, and

(iii) the likely effects on the environment of the proposed development (including the likely effects on any European site), if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than **5.30 p.m. on 21 January 2027**

The Commission may in respect of an application for permission decide to:

(a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or

(ii) grant permission in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

(b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to An Coimisiún Pleanála (Tel. 01-8588100).

Yours faithfully,

for Tetra Tech

Helena Gavin

Helena Gavin
Planning Director
helena.gavin@tetratech.com
+353 (0)1 488 2900

Alexandra Basin Redevelopment 2

Bringing Dublin Port To 2040

Planning Particulars - Schedule 8

EIA Portal Confirmation Notice (Copy)



CALAFORT ÁTHA CLIATH
DUBLIN PORT

TETRA TECH

(blank page inserted intentionally)

From: Housing Eiaportal
To: LaraGonzalez, Carlos
Cc: Gavin, Helena
Subject: EIA Confirmation Number 2026182
Date: Thursday 5 November 2026 16:00:44
Attachments: image001.png

CAUTION: This email originated from an external sender. Verify the source before opening links or attachments.

Dear Carlos,

An EIA Portal notification was received on 05/11/2026 in respect of this proposed application. The information provided has been uploaded to the EIA Portal on 05/11/2026 under EIA Portal ID number 2026182 and is available to view at https://experience.arcgis.com/experience/a1a85d92623147b191dd25a14b2571da

Portal ID: 2026182

Competent Authority: An Coimisiún Pleanála

Applicant Name: Dublin Port Company

Location: Alexandra Basin West, off Alexandra Road, and Berth 52/53 basin (Terminal 5) and associated yards off Alexandra Road Extension and Terminal Road South, Dublin Port in Dublin 1 and 3.

Description: Completion of elements of the Alexandra Basin Redevelopment Project (the "ABR Project"), previously consented under An Bord Pleanála Case Reference PL29N.PA0034 in July 2015, as altered by Case Reference PM29N.322353.

Linear Development: No

Date Uploaded to Portal: 05/11/2026

Regards,
Emmet

EIA Portal team

An Roinn Tithíochta, Rialtais Áitiúil agus Oidhreachta
Department of Housing, Local Government and Heritage

Teach an Chustaim, Baile Átha Cliath 1, D01 W6X0
Custom House, Dublin 1, D01 W6X0

T +353 (0) 1 888 2000

www.gov.ie/housing



An Roinn Tithíochta,
Rialtais Áitiúil agus Oidhreachta
Department of Housing,
Local Government and Heritage