

L. MADDEN
EU REGISTERED ARCHITECT NETHERLANDS REG. NO. 1.180615.001
U.K. REGISTERED ARCHITECT REG. NO. 0461701
ENVIRONMENTAL SCIENTIST
PLANNING CONSULTANT

An Bord Pleanála,
64 Marlborough Street,
DUBLIN 1

P.A. ref : F55/062/21 Fingal County Council.
Applicant : David Murphy.
The Mallows, Healey's Lane, Portrane, Co. Dublin

Dear Sir/Madam,

this is a Referral to An Bord Pleanála of questions put to Fingal County Council by my client David Murphy as to whether the matters were or were not development and/or were or were not exempted development.

Attached are :

- (i) An Bord's referral Fee €220-00
- (ii) Acknowledgement of receipt of Section 5 request and Declaration made.

Attached is a full copy of the Section 5 Request listing the questions posed and the

supporting arguments.
My client is dissatisfied with the Declaration made by Fingal County Council and holds that the Declaration is flawed as none of the specific questions posed was answered, no reasons were offered for the single sentence declaration and there is no Planner's Report. My client wishes that An Bord review the entire of the matter.

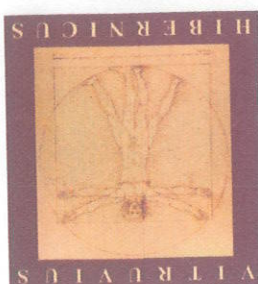
Yours faithfully,

Liam Madden

Liam Madden,
Convent Road,
LONGFORD
N39 EE72

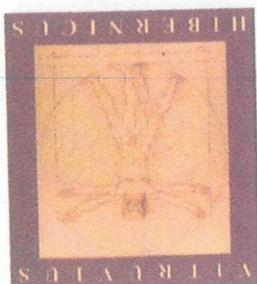
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2 THE GATE LODGE, WINDSOR CLOSE, 81 LOWER WINDSOR AVENUE, BELFAST BT9 7DX
POSTBUS 41882, 1009 DB AMSTERDAM, NEDERLAND
RESIDENCE : VITRUVIUS HIBERNICUS, CONVENT ROAD, LONGFORD N39 EE72 Tel./Fax 043-33 41151

AN BORD PLEANÁLA	
LDG-046563-21	ABP-
10 DEC 2021	
Fee: € 220	Type: cheque
Time: By: <i>depost</i>	



6 Dec. 2021

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28 Oct. 2021

Planning Department,
Fingal County Council,
County Hall,
SWORDS,
Co. Dublin
K67 X8Y2

Dear Sir/Madam,

this is a cover letter accompanying a request for a Section 5 Declaration of Exemption from the requirement to seek Planning Permission.

The person making the request is David Murphy who is owner of the premises known as The Mallows, Healy's Lane, Portrane, Co. Dublin K36 HY28.

The premises was the subject of a previous Section 5 request ref. F55/026/21. A Warning Letter ref. ENF 21/021A issued on 11th Feb. 2021. David Murphy replied to the Warning Letter on the same day. An Enforcement Notice ref. ENF 21/021A issued on 8th April 2021. There are flaws in the above.

The purpose of this section 5 request is to regularise planning anomalies and to correct the flaws, both in procedure and interpretation. Attached are 4 copies of plans and mapping which are self explanatory. Also attached is the €80 Section 5 fee.

Set out below are the supporting arguments in the exemptions being claimed.

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PLANNING STATUS

T premises was established in 1952 – witness the attached Lease. There was an Assignment of the Lease in 1960, copy attached, and a further Assignment to David Murphy in 2020. (A redacted copy of the 2020 Deed is also attached with purchase price excluded.)

The legal-planning significance of the 1952 and 1960 leases is that both pre-date the 1963 Planning and Development Act.

This alone undermines the Enforcement Notice on page 2 which expressly cites “AND WHEREAS subsequent to the 1st day of October 1964 and within 7 years immediately preceding the date of this Notice ...”

Also fatally undermined is what is asserted to be “the following development”, described as “the substantial demolition of a chalet/holiday home structure and the construction of a new dwellinghouse”.

A further fatal flaw in the Notice is the Council’s demand to “remove the new dwelling structure.” But the Enforcement Notice dimensions clearly include not only the extension but the entire of the remainder of the existing 1952 house.

There are other flaws.

For the record my client David Murphy does not accept the Council’s stated opinion that the works carried out constitute unauthorised development.

Moreover no Court has determined this thorny issue.

David Murphy, in haste it must be said, replied to the Council on the very day that he received the Warning Letter. He made a glaring error in his written submission. None of the above will matter one iota if/when a Declaration of Exemption issues for some or all the items listed herein.

WARNING LETTER

A warning letter is of no legal significance : it merely affords an involved party an opportunity to make submission BEFORE a planning authority forms an opinion on whether development is or is not unauthorised.

The fatal error in the Warning Letter is in the description of the alleged unauthorised development : “the demolition of a dwelling ...” and “the erection of a new dwelling ...”

First, the wording differs from the wording in the Enforcement Notice. Second, the P.A. was supplied with the 1952 and 1960 Deeds in FS5/026-21 which confirm that the house was established in 1952.

David Murphy’s hastily error was that he failed to contradict both statements in the Warning letter. All he had to say was – “I am not demolishing the dwellinghouse” and “I am not building a new dwellinghouse.” Certainly he spoke of an extension but he didn’t contradict the words used in the Warning Letter.

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However, none of this will matter if favorable Declarations issue.
 I read and understand the Act, there is nothing prohibiting a second submission in response to a Warning letter, even 8 months later. Indeed the P.A. can itself totally disregard the wording in the Warning Letter under S.152.-(5) as it did in this instance.

DOCTRINE OF LOST MODERN GRANT

Those academically inclined members of the P.A. can research this now repealed legal doctrine. It was a legal pretence which enabled and facilitated equitable remedy in complex land title contests. I'm going to do the same here.
 I am setting out below a late submission to the Warning Letter of Feb. 2021.
 (That the P.A. formed an opinion that unauthorised development took place is irrelevant to this Section 5 process.)

LATE REPLY TO WARNING LETTER

- (i) David Murphy is NOT demolishing his house.
- (ii) David Murphy is NOT erecting a new house.
- (iii) Instead David Murphy is erecting extension(s), and other works attached to and associated with his long existing 1952 house.
- (iv) David Murphy is also carrying out certain other works, remedial works and improvements to the existing house to the front and side of the house.
- (v) David Murphy says the development works in (iii) and (iv) above are all exempted developments.

WORKS TO FRONT AND SIDE OF HOUSE

1. (a) Repair and maintenance of existing front tile-profile roof to access and remove unwanted underlying fibercement 1950s sheeting and then replace the tile-profile outer sheeting,
- (b) the erection of a porch not exceeding 2 sq.m.,
- (c) the application of external insulation,
- (d) repair of existing chimney,
- (e) the replacement of windows frames,
- (f) new window ope and frame in side (south) wall.

WORKS AFFECTING ONLY THE INTERIOR OF THE STRUCTURE

2. (a) the removal of internal walls and the replacement of same in altered locations,
- (b) the rewiring of the house,
- (c) the re-plumbing of the house and the fitting of new washroom facilities,
- (d) the replastering of the interior of the house,
- (e) the demolition of part(s) of the rear wall of the existing house to accommodate a rear extension,
- (f) the re-decoration of the interior of the house.
- (g) the removal of the existing kitchen fittings.

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3. EXTENSION(S)

() the erection of a rear extension,

(b) the erection of a garage,

(c) the erection of a greenhouse/store

(d) the erection of a boilerhouse.

(e) temporary on-site accommodation for persons engaged in exempted or permitting development.

Attached are individual drawings for each/all of the above works which are self-explanatory.

I submit in relation to the works :

1. (a) Repair and maintenance of existing front tile-profile roof to access and remove unwanted underlying fibercement 1950s sheeting and then replace the tile-profile outer sheeting.

I refer to the attached photo of the original roof to the 1952 house.

Under the tile-profile sheeting was other fibercement sheeting.

The original red tile profile sheeting was removed as were the profiled panels below. It is intended to replace the tile-profile sheeting in one of two ways :

- (i) using a hip facing Healy's Lane and over the bathroom roof, or
(ii) replacing the original timbered gables.

I argue that both (i) and (ii) are exempt under Section 4.-(1)(h) of the Planning and Development Act 2000, as amended.

cf.

Development consisting of the carrying out of works for the maintenance, improvement or other alteration of any structure, being works which affect only the interior of the structure or which do not materially affect the external appearance of the structure so as to render the appearance inconsistent with the character of the structure or of neighbouring structures.

Option (i) shows a slight remodelling of the existing roof profile at the front and side bathroom gable, removal of the gables and the introduction of hips. I say this does not materially affect the external appearance of the structure so as to render it inconsistent with the character of the structure or of neighbouring structures.

Option (ii) is the replication of the pre-existing front gable with tile-profile to match the pre-existing. I say this does not materially affect the external appearance of the structure so as to render it inconsistent with the character of the structure or of neighbouring structures. Indeed I say this replicates the original.

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1 (c) the erection of a porch not exceeding 2 sq.m.,

Attached is a separate drawing showing this proposal.
I say that the proposed porch is exempt under Class 7, Schedule 2 Part 2 of the Planning and Development Regulations 2001, as amended.
I say that porch complies with the Conditions and Limitations relating to Class 7. There are no aesthetic Conditions/Limitations affecting this Class.
I say that porch does not fall foul of any of the provisions of Article 9 of the Regulations which could theoretically de-exempt what would otherwise be exempt. I say also that the works necessitated by re-opening of the pre-existing door are also exempt under Class 50 of the Regulations. This proposal complies with the Limitations and Conditions affecting Class 50 and is not de-exempted by any of the provisions of Article 9 of the Regulations.

1.(c) the application of external insulation and plaster;

I say this proposal is exempted under Section 4.-(1)(h) of the Act being works which do not materially affect the external appearance of the structure so as to render it inconsistent with the character of the structure or of neighbouring structures.
The external insulation will be plastered over to replicate the existing finish of the house and will be painted, consistent with the structure itself and neighbouring structures. I say that the plastering is also exempt under Class 10 Sundry Works Schedule 2 Part 1. There are no Conditions or Limitations affecting this Class and the works are not de-exempted by any of the provisions of Article 9 of the Regulations.
The painting is exempt under Class 12 Sundry Works Schedule 2 Part 1.
There are no Conditions or Limitations affecting this Class and the works are not de-exempted by any of the provisions of Article 9 of the Regulations.
There are no Conditions or Limitations affecting this Class and the works are not de-exempted by any of the provisions of Article 9 of the Regulations.
This part of the proposals does not require a drawing.

1.(d) the repair of the chimney.

The existing brick chimney has the top removed due to defects in broken chimney liners. The liners are to be replaced and the removed section rebuilt and replicated complete with pointed capping. The repaired chimney is to be plastered.
I say this constitutes work which does not materially affect the external appearance of the structure so as to render it inconsistent with the character of the structure or of neighbouring structures. I say the work is exempt under Section 4.-(1)(h) of the Act.
In addition or in the alternative, I say the plastering is also exempt under Class 10 Sundry Works Schedule 2 Part 1.
There are no Conditions or Limitations affecting this Class and the works are not de-exempted by any of the provisions of Article 9 of the Regulations.

1. replacement of window frames
 This proposal involves the replacement of window frames with a new uPVC double glazed unit within a pre-existing opening on the north elevation and two in the south wall. The window frame being replaced in the north wall was itself a replacement of an original from 1952.
 I argue that the window is work which does not materially affect the external appearance of the structure so as to render it inconsistent with the character of the structure or of neighbouring structures.
 I say the work is exempt under Section 4-(1)(h) of the Act.

1.(f) new window ope and frame
 This proposal is for a new window open c. 0.60 by 1.0m on the side (south) wall. The uPVC window proposed is shown on the attached drawings.
 I argue that the window is work which does not materially affect the external appearance of the structure so as to render it inconsistent with the character of the structure or of neighbouring structures.
 I say the work is exempt under Section 4-(1)(h) of the Act.

2. WORKS AFFECTING ONLY THE INTERIOR OF THE STRUCTURE
 (a) the removal of internal walls and the replacement of same in altered locations,
 (b) the rewiring of the house,
 (c) the re-plumbing of the house and the fitting of new washroom facilities,
 (d) the replastering of the interior of the house,
 (e) the demolition of part(s) of the rear wall of the existing house to accommodate a Class 1 rear extension or Class 7 porch.
 (f) the re-decoration of the interior of the house.
 (g) the removal of the existing kitchen fittings.

Attached is a plan showing the pre-existing walls/rooms.
 Also attached is a plan showing the proposed new wall locations within the existing house. In the interests of clarity only the profile of the works in the following is shown on the drawings. All the works in 2.(a) to (g) inclusive are, I say, exempt under Section 4-(1)(h) of the Planning and Development Act 2000, as amended.
 cf. Development consisting of the carrying out of works for the maintenance, improvement or other alteration of any structure, being works which affect only the interior of the structure

2.(e) is, I say, in addition or in the alternative, exempt under Class 50 (b) of Schedule 2 Part 1 of the Regulations, Miscellaneous.

EXTENSION(S) and TEMPORARY STRUCTURE

- (a) the erection of a rear extension,
 - (b) the erection of a garage,
 - (c) the erection of a greenhouse/store
 - (d) the erection of a boilerhouse.
 - (e) temporary on-site accommodation for persons engaged in the carrying out of exempted development.
- Attached are drawings for each/all of the above.

I refer now to the 1963 Planning and Development Act.
This development was in place in 1952, as confirmed by the 1952 and 1960 Deeds.
Section 2.-(2)(b) [interpretation] defines "unauthorised structure" :
(b) in relation to a structure in any other area, a structure other than
(i) a structure in existence on the commencement of the appointed day
i.e 1st Oct. 1964.

The structure is not an unauthorised structure.
Section 2.-(2) also defines "unauthorised use" [which] means, in relation to land, use commenced on or after the appointed day (i.e. 1st Oct. 1964) ... etc.
The use is not an authorised use.

Even if it were an unauthorised structure or use - which is denied - it is immune from prosecution under Section 157.-(4)(a) of the 2000 Act, as amended.

So what is the structure ?

The answer to that lies in Section 2 [Interpretation] of the 2000 Act, as amended.

"habitable house" means a house which

- (a) is used as a dwelling,
- (b) is not in use but when last used was used, disregarding any unauthorised use as a dwelling and is not derelict, or
- (c) was provided as for use as a dwelling but has not been occupied.

"house" means a building or part of a building which is being or has been occupied as a dwelling

In other words this is both a "habitable house" and a "house". That it is a house is further confirmed by the payment and acceptance of LPT since its introduction.

The premises being a "house" as defined, there is an entitlement to avail of the various and many exemptions applicable to a "house" in Schedule 2 Part 1 of the Planning and Development Regulations 2001, as amended, together with other relevant exemptions cited herein.

It is noteworthy that relevant exemptions refer to a "house" and not dwelling, not dwellinghouse, not residence and not apartment.

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7 applicable exemptions relate to :

- (a) the erection of a rear extension,
 - (b) the erection of a garage,
 - (c) the erection of a greenhouse/store,
 - (d) the erection of a boilerhouse with chimney.
 - (e) cf. Bord referral 304215-19 attached.
- temporary on-site accommodation for persons engaged in exempted development (though this may relate to any Exemption Class)

Schedule 2 Part 1 Development within the curtilage of a house.

- (a) Class 1 : All Conditions/Limitations are complied with especially the 40 sq.m. area limit at ground floor.
- (b) Class 3 : All six Conditions/Limitations are complied with.
- (c) Class 3 : All six Conditions/Limitations are complied with.
- (d) Class 2 (a) : The only Condition/Limitation is the 3500 litre capacity of the oil storage tank. There is no area or height or siting restriction.

Schedule 2 Part 1 Temporary Structures and uses.

- (e) Class 17 : The only condition/limitation that the structure be removed upon expiry of the development period.

The attached plans show the current intended development(s).
It is noted and understood that (b) and (c) cannot be legally erected together each measuring 25 sq.m. : only one or the other can be built but not both as exemptions.

ARTICLE 9 of 2001 Regulations, as amended.

Works which are exempted development under Section 4 of the 2000 Act are exempted absolutely. There are no conditions or limitations. There are no caveats.

Works which are ordinarily exempted development under the 2001 Planning and Development Regulation Exemption Classes made under Article 6 are different. Ordinarily exempted development can be de-exempted if the works fall foul of the provisions of Article 9 of the Regulations.

Article 9 is divided into 9.(1), 9.(2) and 9.(3)

- 9.(1) is sub-divided into (a), (b), (c) and (d).
- (a) is sub-divided into (i) to (xii) with an additional A, B and C attached to (vii).
- (b) refers to special amenity area orders made under section 203 of the Act.
- (c) refers to developments under Part 10 of the Act.
- (d) refers to establishments with significant repercussions on major accident hazards.

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9.2) refers to and clarifies 9.1)(a)(vi) with reference to electricity undertaking and overhead cables. This does not apply here.

9.3) refers to and clarifies 9.1)(a)(vii) with reference to the Habitats Directive. This does not apply to this situation.

Therefore Article 9.1) is the determinant.

9.1)(b) does not apply here. There is no Section 203 Special Amenity order.
9.1)(c) does not apply here as this is not a development under Part 10 of the Act.
9.1)(d) does not apply here as this is not a major accident hazard establishment.
Only 9.1)(a) (i) to (xii) could conceivably apply to this matter.
I submit that the following cannot have any bearing here.

- (i) there are no permissions or permission conditions.
- (ii) no widening of a means of access to/from a public road is involved.
- (iii) the works manifestly do not involve traffic hazard or interfere with road users.
- (iv) the works do not involve building forward beyond a line determined to be a building line in a development plan save only for a Class 7 porch which also does not build beyond the front wall.
- (v) no works are proposed under a public road.
- (vi) the works do not interfere with the character of a landscape or a view or prospect of special amenity value, the preservation of which is a development plan objective.
- (vii) the development plan does not require preservation and/or protection of this site, or any part of it, as archaeological, historical, geological, scientific or ecological interest.

- (viiiA) the site is not a National Monument
- (viiiB) the development does not require an Appropriate Assessment for likely affects on a European Site (cf. Bord Pleanála Appeal ref.
- (viiiC) the development would not adversely affect a site designated as a natural heritage area under the Wildlife (Amendment) Act 2000

SEE BELOW

- (ix) the continuance of the use of the building is not a development plan objective.
- (x) the site is not open to the public for recreational or any other use and development does not involve the fencing off of such land.
- (xi) the development does not obstruct any public rights of way
- (xii) the structure is not within an architectural conservation area within the provisions of section 82 of the Act.

The only item which could conceivably have a bearing on these works is (viii) Article 9.1) : development to which article 6 relates shall not be exempted development for the purposes of the Act - (a) if the carrying out such development would - (viii) consist or comprise the extension, alteration, repair or renewal or an unauthorised structure or a structure the use of which is an unauthorised use.

This 1952 house is not an unauthorised structure and the use is not unauthorised. I, I make it crystal clear that none of the exemptions claimed herein is the same building extension which has been partly built to the rear of the house. They differ from the built works to the rear of the house and all involve removal of the extension as built to date, notwithstanding and without prejudice to my client's claim that the extension as built is itself exempted development.

There are planning precedents and legal precedents which may apply in this case : Fingal County Council and William Keeling & Son (Supreme Court) Roadstone Properties Ltd. v. An Bord Pleanála 2007 No. 419 JR which declared, inter alia, that An Bord Pleanála has no power to decide whether a development is unauthorised or not. I further refer to attached legal commentary in a litany of legal cases, all at least partly related to the principles herein.

Bord Pleanála Referral RL ABP 304215-19 (copy attached with drawing). 304215 may be especially relevant/applicable as it ordered in answer to Question (3) that the erection of a 154 sq.m. boilerhouse was Exempted Development.

It should be particularly noted that the High Court has ruled that a Bord Pleanála Referral determination has the same status as a High Court Order. What this means is that David Murphy can lawfully build a 154 sq.m. – or bigger – boilerhouse on these lands and attached to the house and then convert lawfully 40 sq.m. of same to part of his house without the need to apply for planning permission. Should Declaration(s) of Exemption issue more suited to my client's modest ambitions, my client will not avail of the 114 sq.m. boilerhouse exemption which is assured.

OVERVIEW

This is an existing house, dating from 1952. Works were commenced, or are intended, by the owner/occupier. The works are threefold :

- (i) works to the interior of the existing house,
- (ii) works and alterations to the exterior of the existing house including demolition of part of the external walls to the existing house to accommodate an extension, extension to the existing house and other works.

My client holds that the works at (i), (ii), and (iii) are all exempt.

If any/all of the works are held to be exempt, well and good. If any/all of the works are held not to be exempt, the works will be removed and the former re-instated OR permission will be sought to retain any/all held not to be exempt. The existing house per se is not an unauthorised development. Works to the existing house are either exempt or unauthorised ... but the house itself is not unauthorised. The Questions below comprises the essential parts of the works commenced and/or planned.

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WHEREAS A QUESTION HAS ARISEN AS TO WHETHER :

1. **WORKS TO FRONT AND SIDE OF HOUSE**
 - 1(a) Repair and maintenance of existing front tile-profile roof to access and remove unwanted underlying fibercement 1950s sheeting and then replace the tile-profile outer sheeting,
 - 1(b) the erection of a front porch 2 sq.m.,
 - 1(c) the application of external insulation,
 - 1(d) repair of existing chimney.
 - 1(e) the replacement of windows
 - 1(f) new window ope and frame in side (south) wall.

2. **WORKS AFFECTING ONLY THE INTERIOR OF THE STRUCTURE**
 - 2(a) the removal of internal walls and the replacement of same in altered locations,
 - 2(b) the rewiring of the house,
 - 2(c) the re-plumbing of the house and the fitting of new washroom facilities,
 - 2(d) the replastering of the interior of the house,
 - 2(e) the demolition of part(s) of the rear wall of the existing house to accommodate a rear extension,
 - 2(f) the re-decoration of the interior of the house.
 - 2(g) the removal of the existing kitchen fittings.

7. **EXTENSION(S) and TEMPORARY STRUCTURE**

- 3(a) the erection of a rear extension,
- 3(b) the erection of a garage,
- 3(c) the erection of a greenhouse/store
- 3(d) the erection of a boilerhouse.
- 3(e) temporary on-site accommodation for persons engaged in the carrying out of exempted development.

are or are not development and are or are not exempted development.

I look forward to your determinations.

Yours faithfully,



Liam Madden
Convent Road,
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An Roinn um Pleanáil agus
Infrastruchtúr Straitéisíoch
Planning and Strategic
Infrastructure Department

Cathairle Contae Fhine Gall
Fingal County Council

Liam Madden
Convent Road
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NOTIFICATION OF DECLARATION UNDER SECTION 5 OF THE
PLANNING & DEVELOPMENT ACT 2000, AS AMENDED

Decision Order No. PF/2512/21	Decision Date: 29-Nov-2021
Ref: F55/062/21	Registered: 04-Nov-2021

Area:

Balbriggan

Applicant:

David Murphy

Development:

The purpose of this Section 5 request is to regularise planning anomalies and to correct the flaw, both in procedure and interpretation.

Location:

Mallows, Healeys Lane, Portrane, Co. Dublin

Application Type:

Request for Declaration Under Section 5

Dear Sir/ Madam

With reference to your request for a DECLARATION under Section 5 (1) received on 04-Nov-2021 in connection with the above, I wish to inform you that the above proposal IS NOT Exempted Development under Section 5(1) of the Planning and Development Act 2000 for the following reason(s):

1. It is recommended that a DECLARATION BE ISSUED pursuant to Section 5(i) of the Planning and Development Act 2000 as amended informing the applicant that the above proposal is development and it is not exempted

development under the Planning and Development Act 2000 as amended
and the Planning and Development Regulations 2001 as amended.

NOTE: Where a declaration is issued under section 5 (1) any person issued with
a declaration under subsection (2)(a) may, on payment to the Board of such a fee
as may be prescribed, refer a declaration for review by the Board within 4 weeks
of the date of the issuing of the declaration.

Signed on behalf of Fingal County Council.

F.M. J. W. O.
for Senior Executive Officer
30-Nov-2021

NOTES

(A) REFUND OF FEES SUBMITTED WITH A PLANNING APPLICATION

Provision is made for a partial refund of fees in the case of certain repeat applications submitted within a period of twelve months where the full standard fee was paid in respect of the first application and where both applications relate to developments of the same character or description and to the same site. An application for a refund must be made in writing to the Planning Authority and received by them within a period of eight weeks beginning on the date of Planning Authority's decision on the second application. For full details of fees, refunds and exemptions the Planning & Development Regulations, 2001 should be consulted.

(B) APPEALS

1. An appeal against the decision may be made to An Bord Pleanála by the applicant or ANY OTHER PERSON who made submissions or observations in writing to the Planning Authority in relation to this planning application within four weeks beginning on the date of this decision. (N.B. Not the date on which the decision is sent or received). A person who has an interest in land adjoining land in respect of which permission has been granted may within the appropriate period and on payment of the appropriate fee apply to the Board for leave to Appeal against that decision.

1. Every appeal must be made in writing and must state the subject matter and full grounds of appeal. It must be fully complete from the start. Appeals should be sent to:

The Secretary, An Bord Pleanála, 64 Marlborough Street, Dublin 1.

2. An appeal lodged by an applicant or his agent or by a third party with An Bord Pleanála will be invalid unless accompanied by the prescribed fee. A schedule of fees is at 7 below. In the case of third party appeals, a copy of the acknowledgement of valid submission issued by F.C.C. must be enclosed with the appeal.

3. A party to an appeal making a request to An Bord Pleanála for an oral Hearing of an appeal must, in addition to the prescribed fee, pay to An Bord Pleanála a further fee (see 7 (f) below).

4. Where an appeal has already been made, another person can become an "observer" and make submissions or observations on the appeal. A copy of the appeal can be seen at the Planning Authority's office.

5. If the Council makes a decision to grant permission/ retention/ outline/ permission consequent on the grant of outline and there is no appeal to An Bord Pleanála against this decision, a final grant will be made by the Council as soon as may be after the expiration of the period for the taking of such an appeal. If every appeal made in accordance with the Acts has been withdrawn, the Council will issue the final grant as soon as may be after the withdrawal.

6. Fees payable to An Bord Pleanála from 5th September 2011 are as follows:

Case Type

Planning Acts

(a) Appeals against decisions of Planning Authorities

Appeal

(i) 1st party appeal relating to commercial development where the application included the retention of development

€4,500 or €9,000 if an EIS or NIS involved

(ii) 1st party appeal relating to commercial development (no retention element in application

€1,500 or €3,000 in EIS or NIS involved

(iii) 1st party appeal non-commercial development where the application included the retention of development:

€660

(iv) 1st party appeal solely against contribution condition(s) – 2000 Act Section 48 or 49

€220

(v) Appeal following grant of leave to appeal (An application for leave to appeal is also €110)

€110

(vi) An appeal other than referred to in (i) to (v) above.

€220

(b) Referral

€220

(c) Reduced fee for appeal or referral (applies to certain specified bodies)

€110

(d) Application for leave to appeal (section 37(6)(a) of 2000 Act

€110

(e) Making submission or observation (specified bodies exempt).

€50

(f) Request for oral hearing under Section 134 of 2000 Act

€50

NOTE: the above fee levels for planning appeals and referrals remain unchanged from those already in force since 2007 (but note the addition of NIS in (i) and (ii) above).

Fees apply to: All third party appeals at 7(a)(iv) above except where the appeal follows a grant of leave to appeal; First party appeals (section 37 appeals) planning appeals not involving commercial or retention development, an EIS or NIS. All other (non section 37) first party appeals.

These bodies at 7(c) above are specified in the Board's order which determined fees. They include planning authorities and certain other public bodies e.g. National Roads Authority, Irish Aviation Authority.

NB. This guide does not purport to be a legal interpretation of the fees payable to the Board. A copy of the Board's order determining fee under the Planning Act is obtainable from the Board. Further information about fees under other legislation may be found in the appropriate legislation and is also available from the Board.

If in doubt regarding any of the above appeal matters, you should contact An Bord Pleanála for clarification at (01) 8588 100.

NOTES

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If in doubt regarding any of the above appeal matters, you should contact An Bord Pleanála for clarification at (01) 8538 100.



Liam Madden
Convent Road
Co Longford
N39 EE72

PLANNING & DEVELOPMENT ACT 2000, AS AMENDED
Date: 9 November, 2021

Register Reference: F55/062/21

Area: Balbrigan

Development: The purpose of this Section 5 request is to regularise planning anomalies and to correct the flaw, both in procedure and interpretation.

Location: Mallows, Healeys Lane, Portrane, Co. Dublin

Applicant: David Murphy

Application Type: Cert under Part 5 of 2000 Act as amended

Date Received: 04-Nov-2021

Dear Sir/Madam,

I wish to acknowledge receipt of your application for an exemption certificate under Part V Section 97 of the Planning and Development Act 2000 (as amended), which was received by this Department on 04-Nov-2021.

This matter is presently being examined and I will be in touch with you within the prescribed period.

Yours faithfully,

Donal Moriarty

for Senior Executive Officer



Application Form for Declaration Under
Section 5 of the Planning & Development Act 2000
Declaration on Development and Exempted Development

1. Applicants' Name: DAVID MURPHY
2. Location of Proposed Development: THE MALLONS
HEALY'S LAKE, PORTRANE, Co. DUBLIN
K36 HY 28

3. Agents' Name: LAM MADDEN
4. Correspondence Address: CONVENT ROAD,
LONGFORD N39 EE 72

5. Description of Proposed Development:
SEE ATTACHED COVER LETTER WITH
MAPS, DRAWINGS & SUPPORTING
ARGUMENTS

6. Is the Proposed Development Situated in a Special Amenity Area? NO

7. Is this a Protected Structure, Proposed Protected Structure or within the Curtilage of a Protected Structure? NO

The details contained on page 3 will not appear on the Council's Website

8. If yes to 6 above, has a Declaration Under Section 57 (works affecting character of a Protected Structure(s) or Proposed Protected Structure(s)) of the Planning & Development Act 2000 (as amended) been Requested or issued for the property by the Planning Authority?

N/A.

Documents Submitted with this Application are as follows:

COVER LETTER, SUPPORTING LEGAL-PLANNING ARGUMENTS & 4 COPIES PLANNING

(See confidential Details, Page 3)

Please Note:

Documents to submit include:

- ✓ Completed application form
- ✓ 4 copies of site location map with site clearly outlined in red
- ✓ 4 copies of site plan/block plan/site layout plan, drawn to a scale of not less than 1:500
- ✓ 4 copies of drawing of proposed development, preferably drawn to a scale of not less than 1:200 and any other particulars required to describe the works to which the development relates.
- ✓ Fee of €80

Applications shall be assessed on the basis of the drawings and plans submitted. Drawings/Plans which are not clearly legible shall result in the referral of the application back to the applicant and may result in the delay of the processing of the application.

Send Application to:
Development Management Section
Planning & Strategic
Infrastructure Department
Fingal County Council
County Hall
Swords
Co. Dublin
K67 X8Y2

For Dublin 15 Area Send to:
Development Management Section
Planning & Strategic
Infrastructure Department
Fingal County Council
Grove Road
Blanchardstown
Dublin 15
D15 W638



CONFIDENTIAL DETAILS

- Not for Publication -

10. Is the Applicant the owner and occupier of these lands at above location?

Yes ☒ No ☐

If 'No' to 10 above, please supply Name and Address of Owner.

Applicants' Address: _____

(If different from no. 2 above, page 1)

Applicants' Details: _____

Tel: _____ Fax: _____ E-mail: _____

Agents' Details: 043-33-41151
Tel: 043-33-41151 Fax: 043-33-41151
VITRUVIUS.HIBERNICUS
@hotmail.com

Signed: Liam Mearns Date: 3 Nov. 2021

The use of personal details of planning applicants, including for marketing purposes, may be unlawful under the Data Protection Acts 1988 - 2003 and may result in action from the Data Protection commissioner against the Sender, including prosecution.

* The details contained on this page will not appear on the Councils' Website

Land Registry Compliant Map

Area 'A' outlined in red
area = 0.0975 Hectares (975m²)

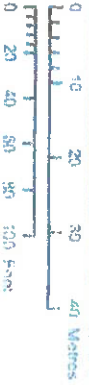
dwelling house
'Mallows'
Healy's Lane,
Portrane,
Co. Dublin.

map ref. no. 51-lm-05

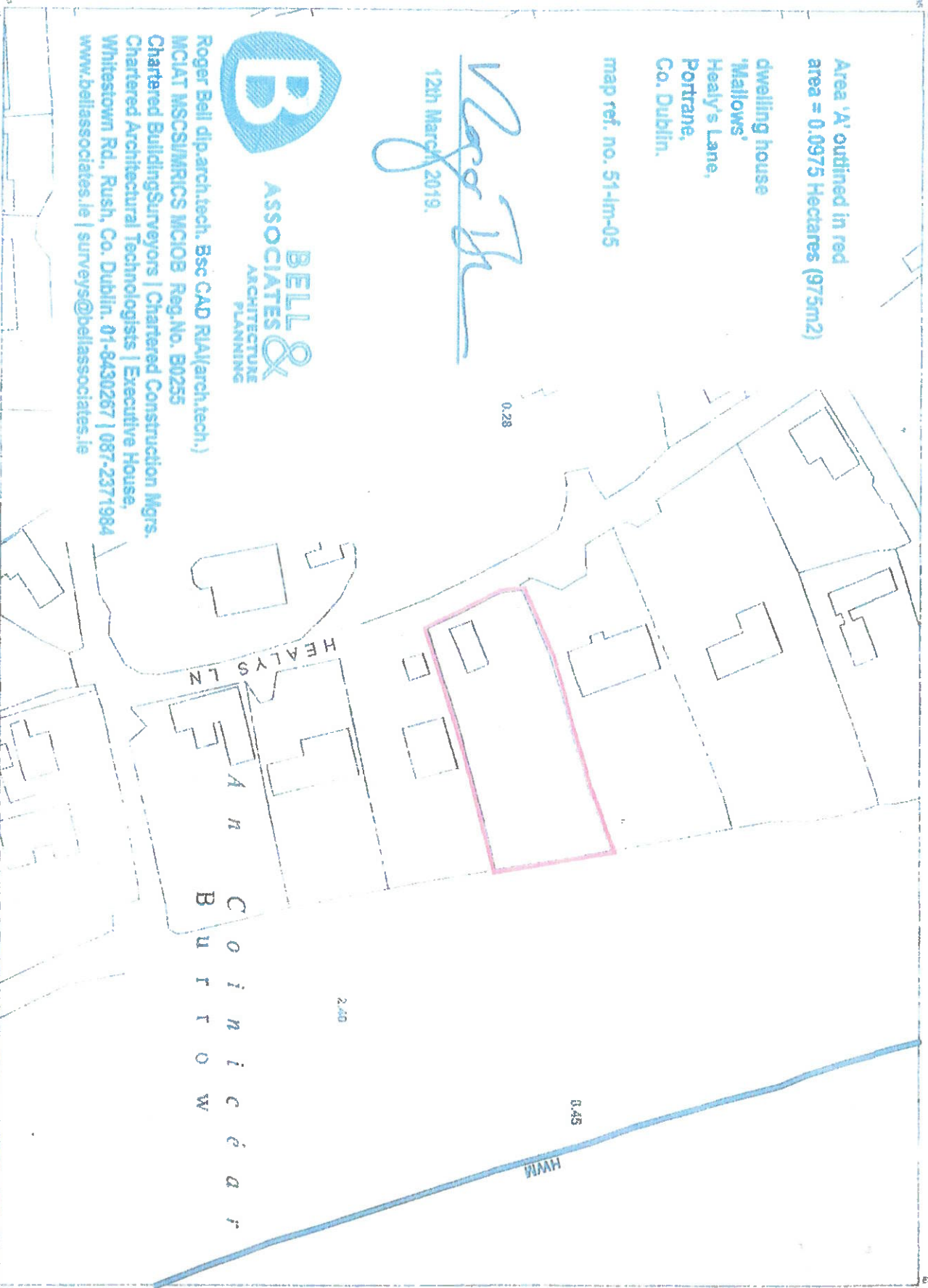
12th March 2019.



Roger Bell dip.arch.tech. Bsc CAD RIA/arch.tech.)
MCIAI MSCS/MRICS MCIOB Reg.No. B0255
Chartered Building Surveyors | Chartered Construction Mgrs.
Chartered Architectural Technologists | Executive House,
Whitestown Rd., Rush, Co. Dublin. 01-8430267 | 087-2371984
www.bellassociates.ie | survey@bellassociates.ie



OUTPUT SCALE: 1:1,000



CENTRE COORDINATES:
ITM 755273.751259

PUBLISHED: 31/01/2019
ORDER NO.: 50044812.2

MAP SERIES: 1:2,500
MAP SHEETS: 2859-C

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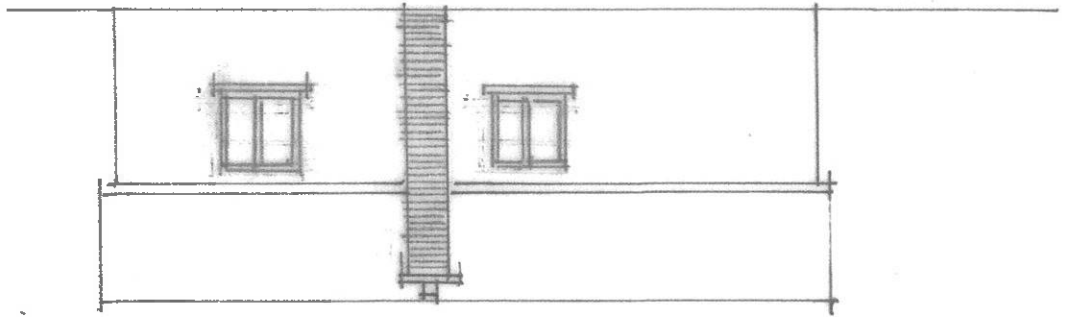
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LEGEND:
<http://www.osi.ie>
search 'Large Scale Legend'

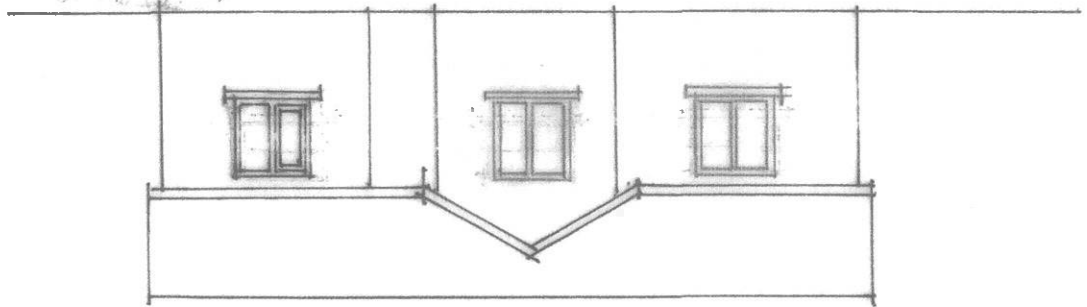
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The map objects are only accurate to the
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Output scale is not indicative of data capture scale.
Further information is available at:
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EXISTING

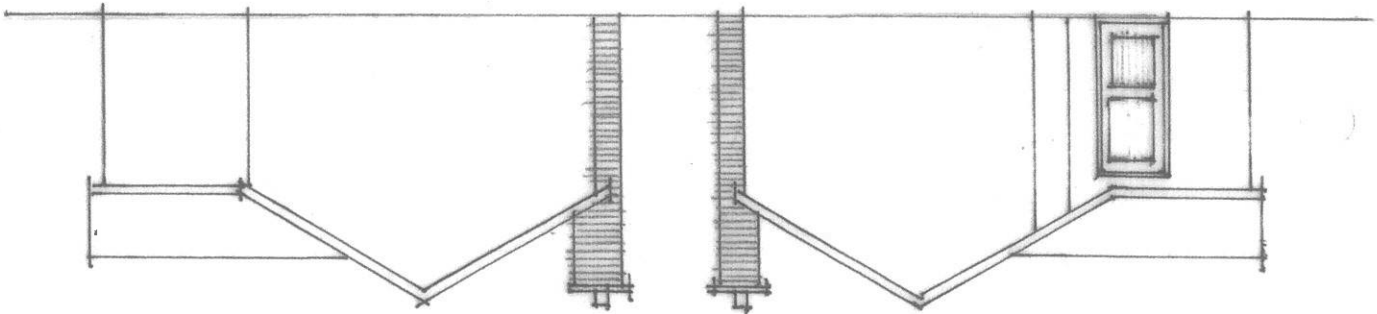
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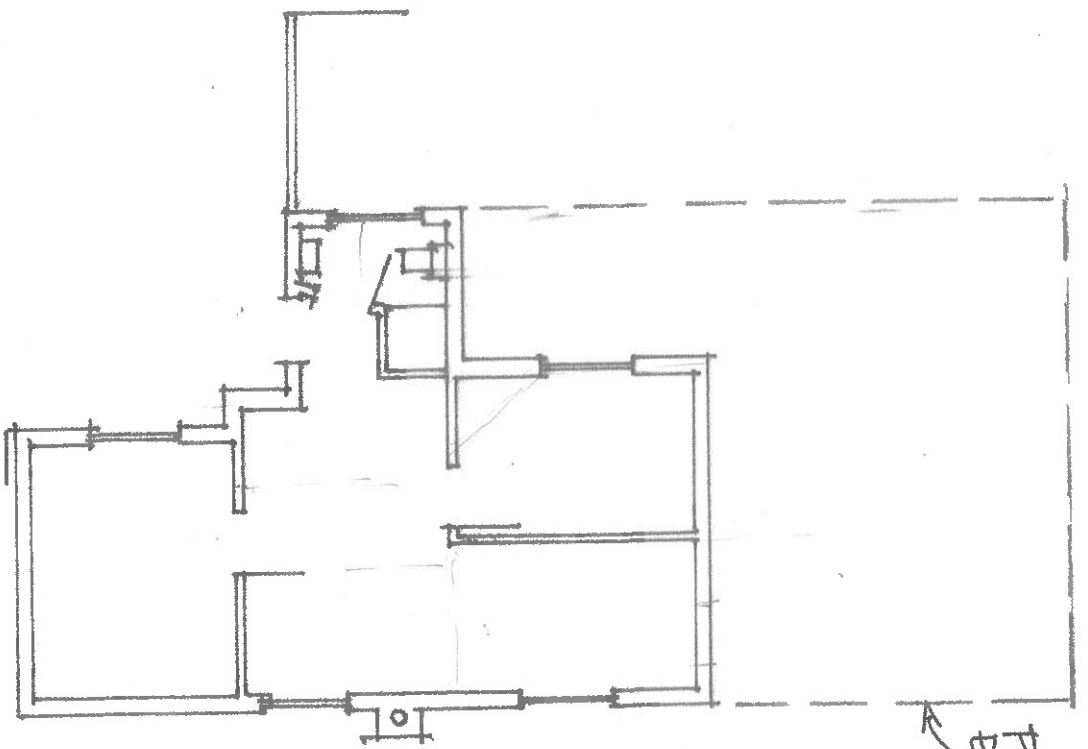
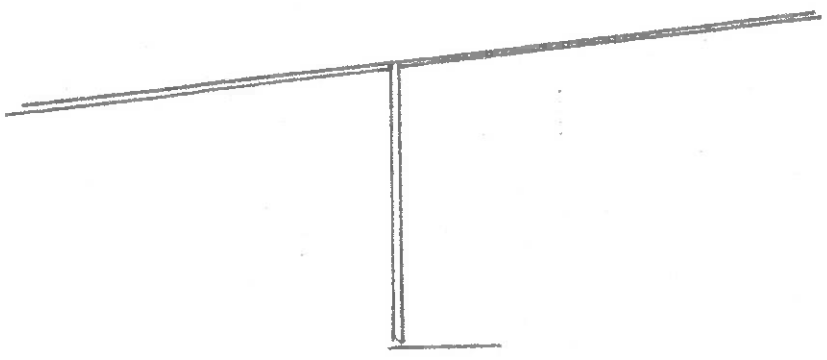
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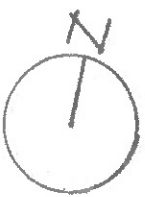
EAST 1:100



WEST 1:100



PROFILE OF
EXTENSION

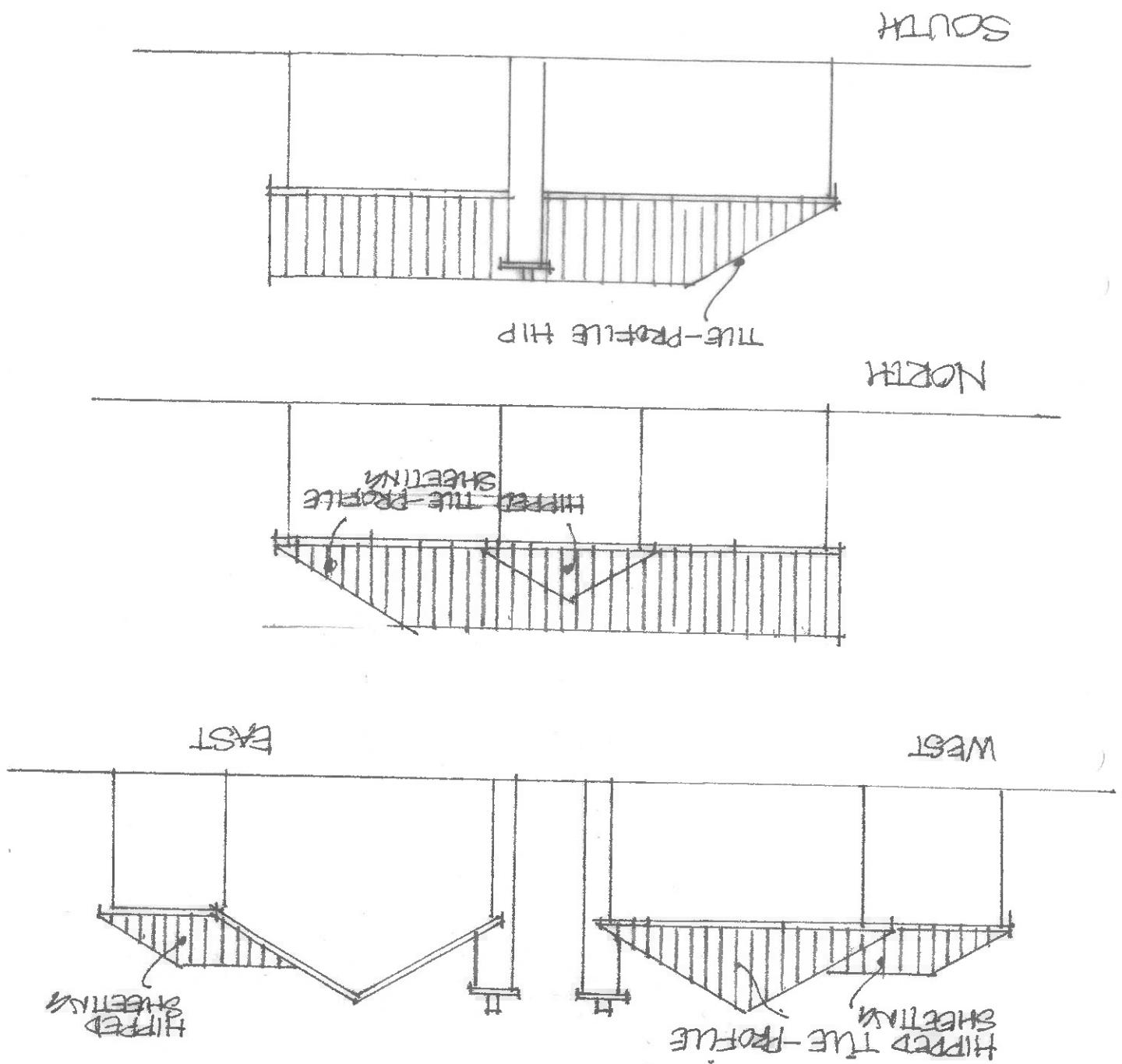


EXISTING
FLOOR PLAN 1:100



QUESTION 1. (a) OPTION (i)

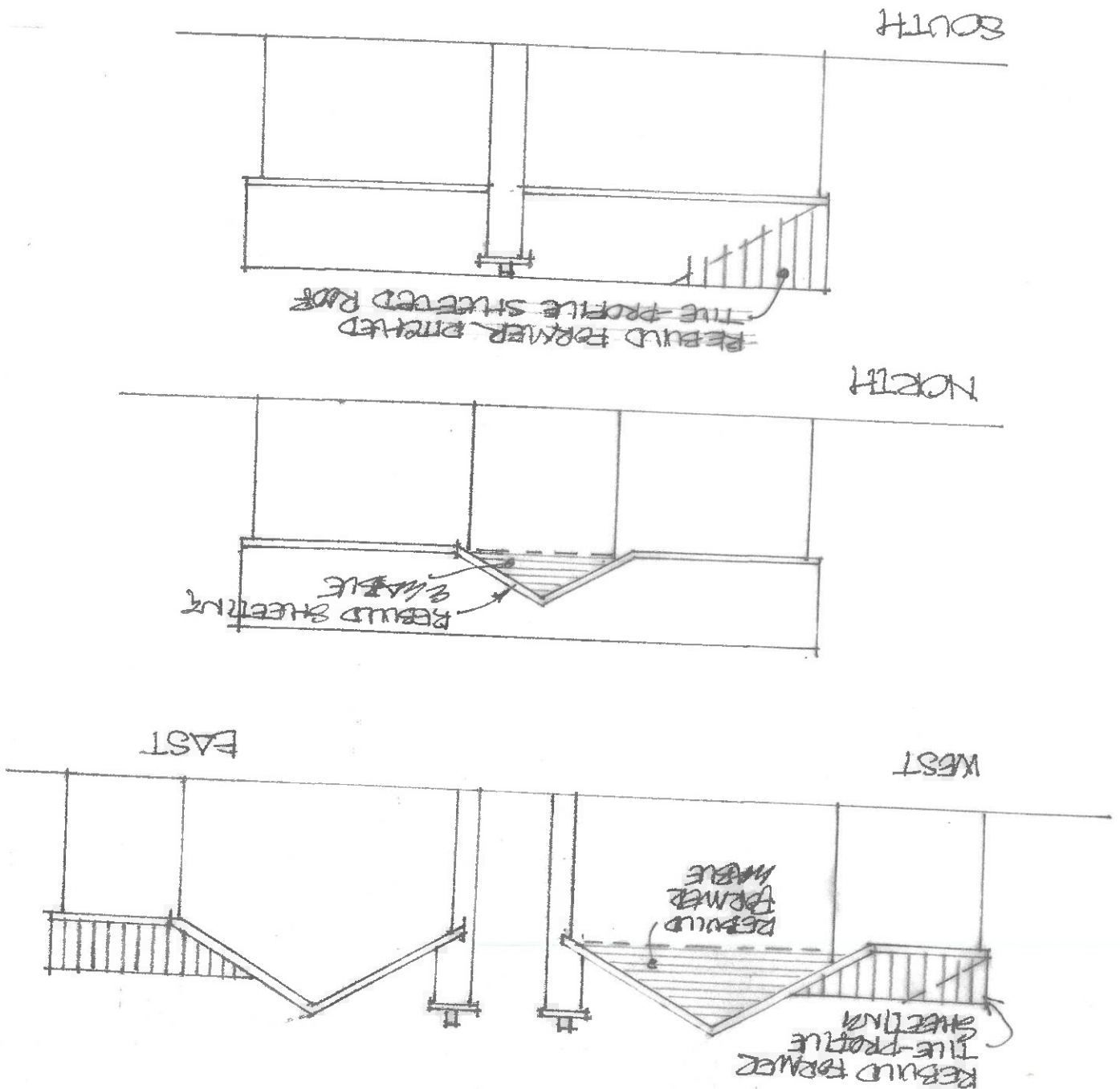
NOTE • ALL WINDOWS & DOORS OMITTED FOR CLARITY



SCALE 1:100

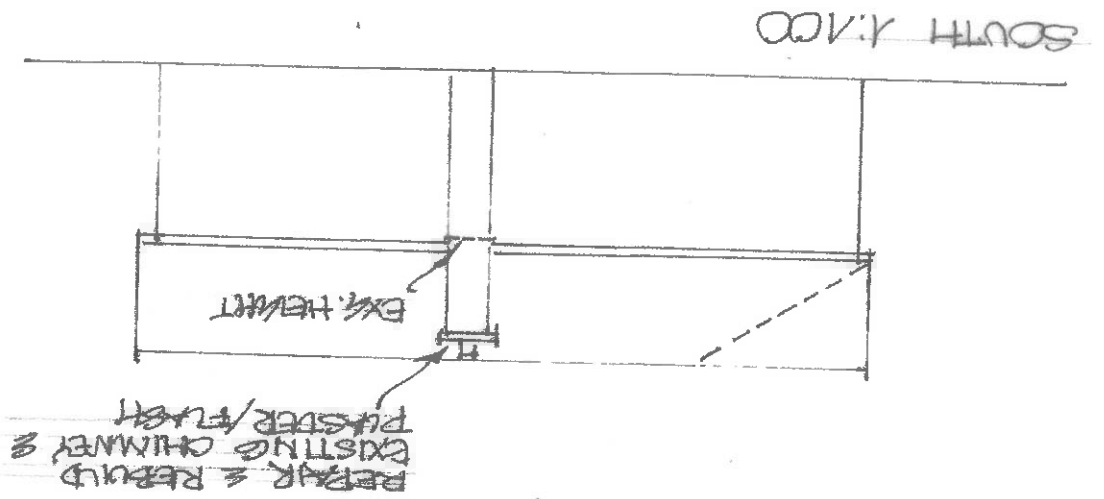
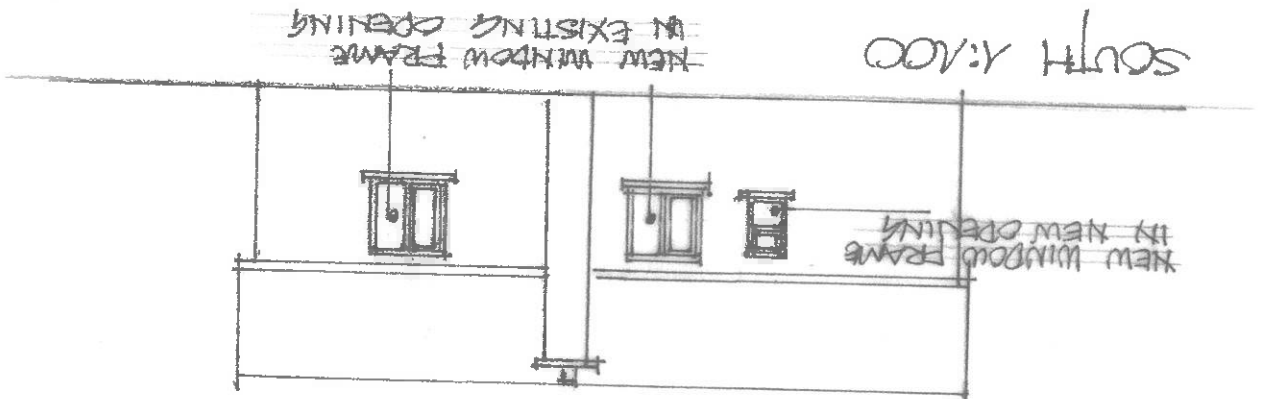
QUESTION 1. (a) option (ii)

NOTE • ALL WINDOWS & DOORS OMITTED FOR CLARITY

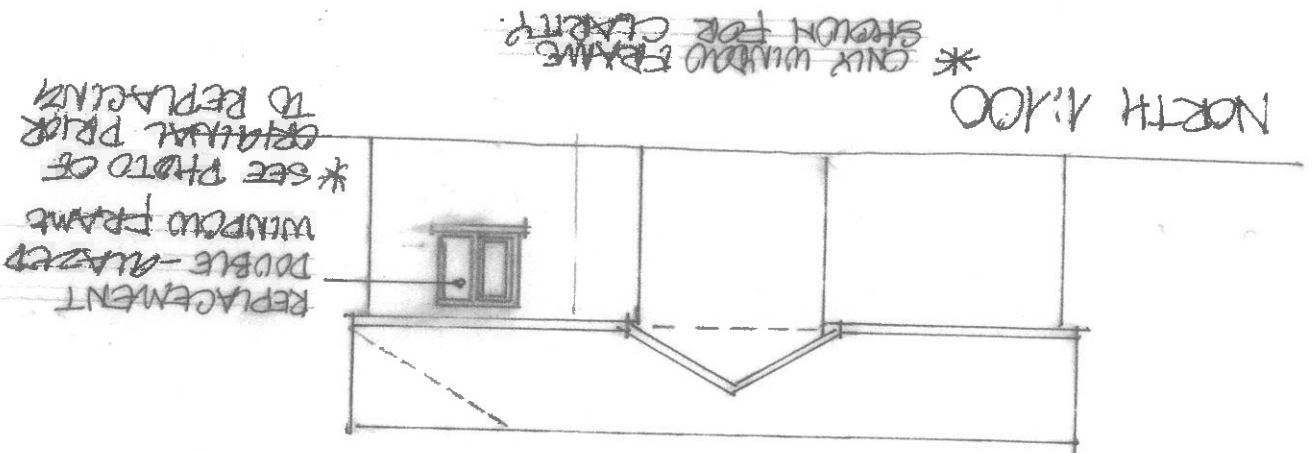


SCALE 1:100

QUESTION 1(f)



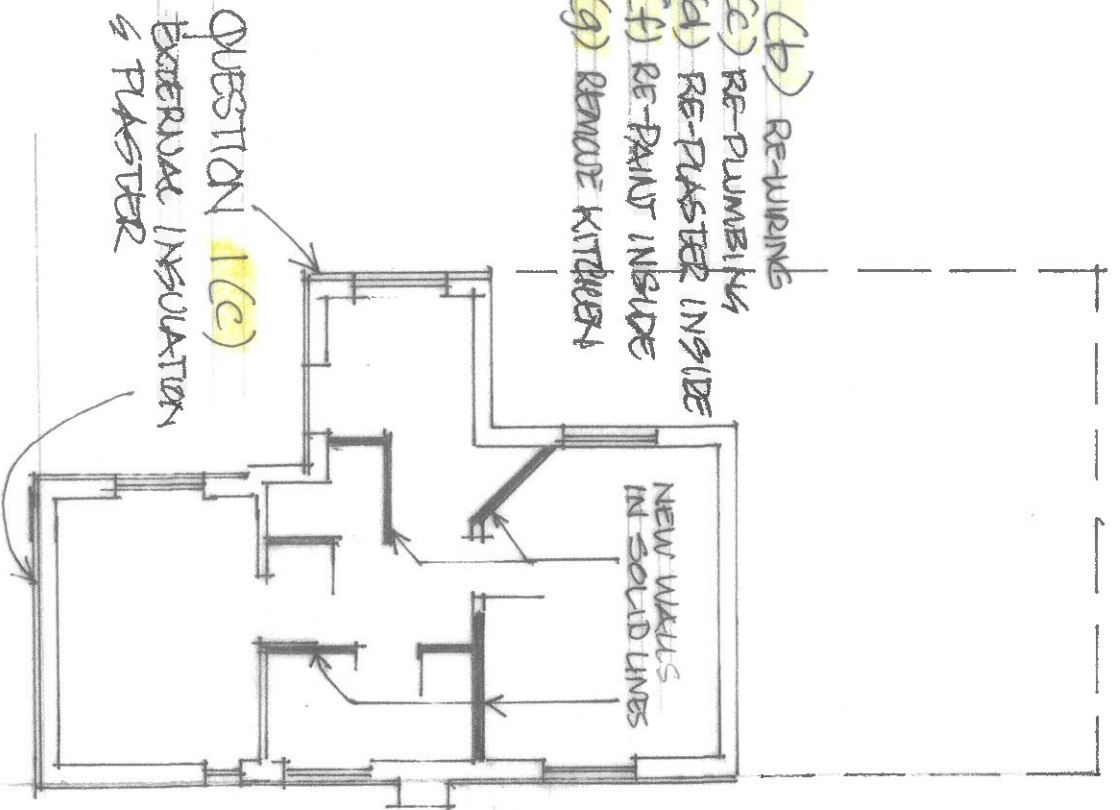
QUESTION 1(d)



QUESTION 1(e)

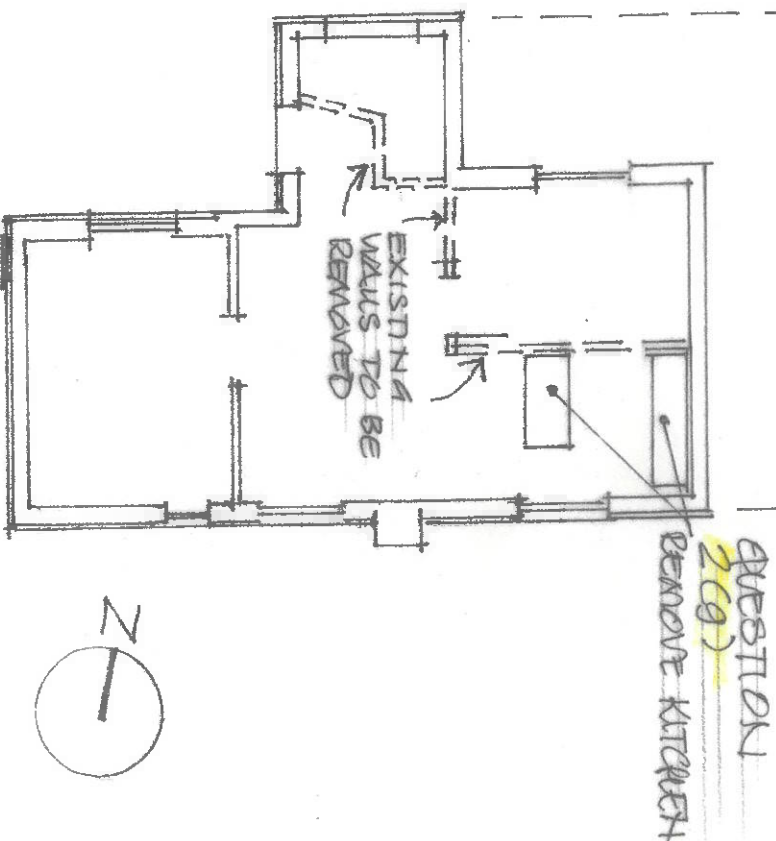
QUESTION 2(a)

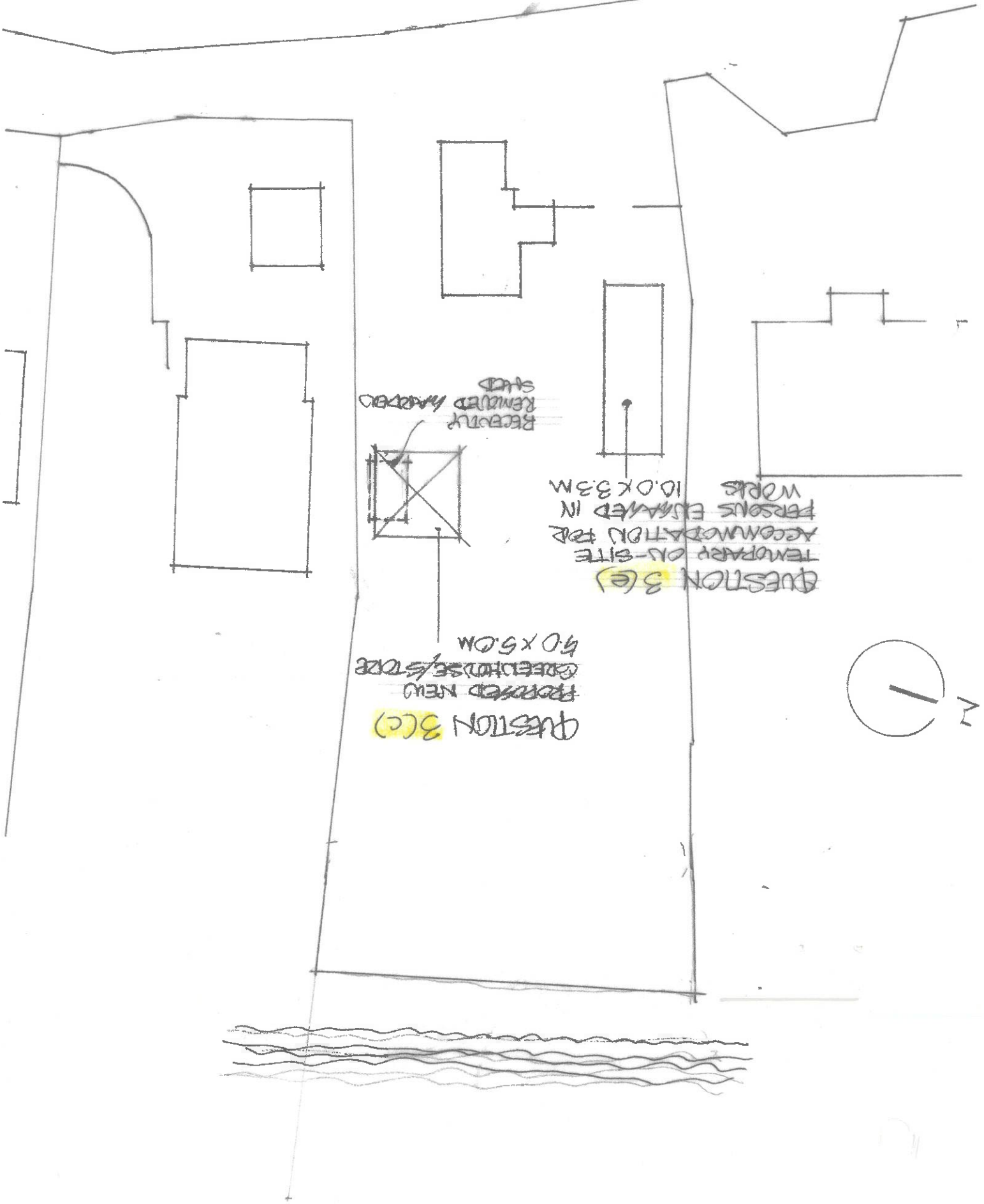
- QUESTION 2(b) RE-WIRING
- QUESTION 2(c) RE-PLUMBING
- QUESTION 2(d) RE-PLASTER INSIDE
- QUESTION 2(f) RE-PAINT INSIDE
- QUESTION 2(g) REMOVE KITCHEN

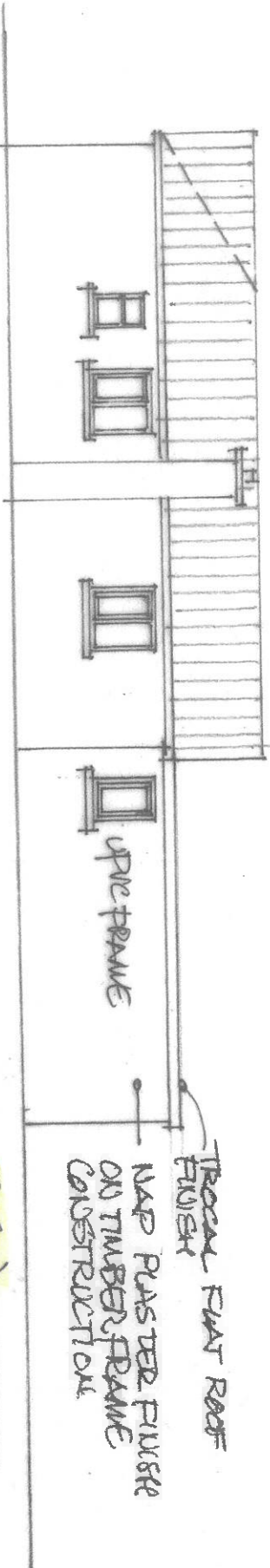
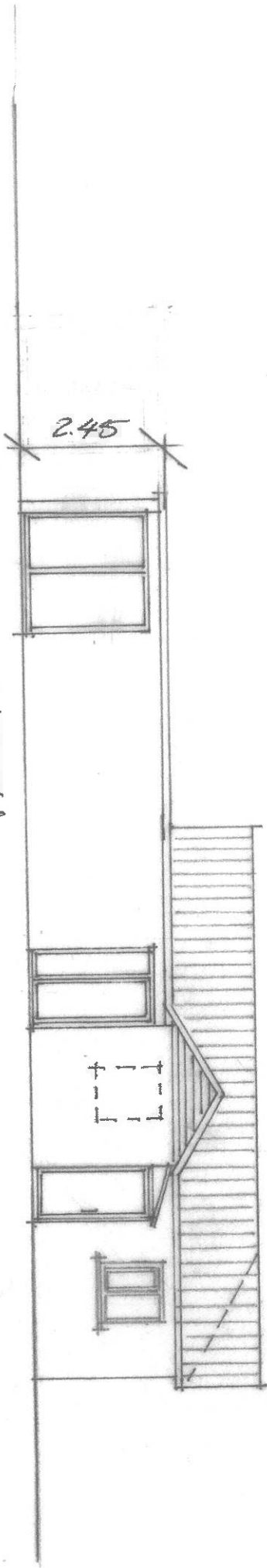
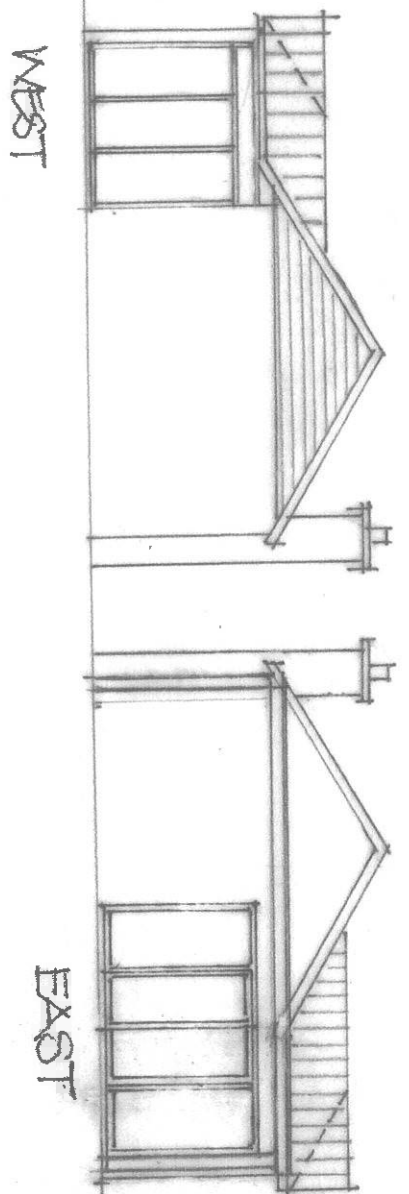


QUESTION 2(a)

PROFILE OF
EXISTING EXTERIORS
TO BE REMAINED





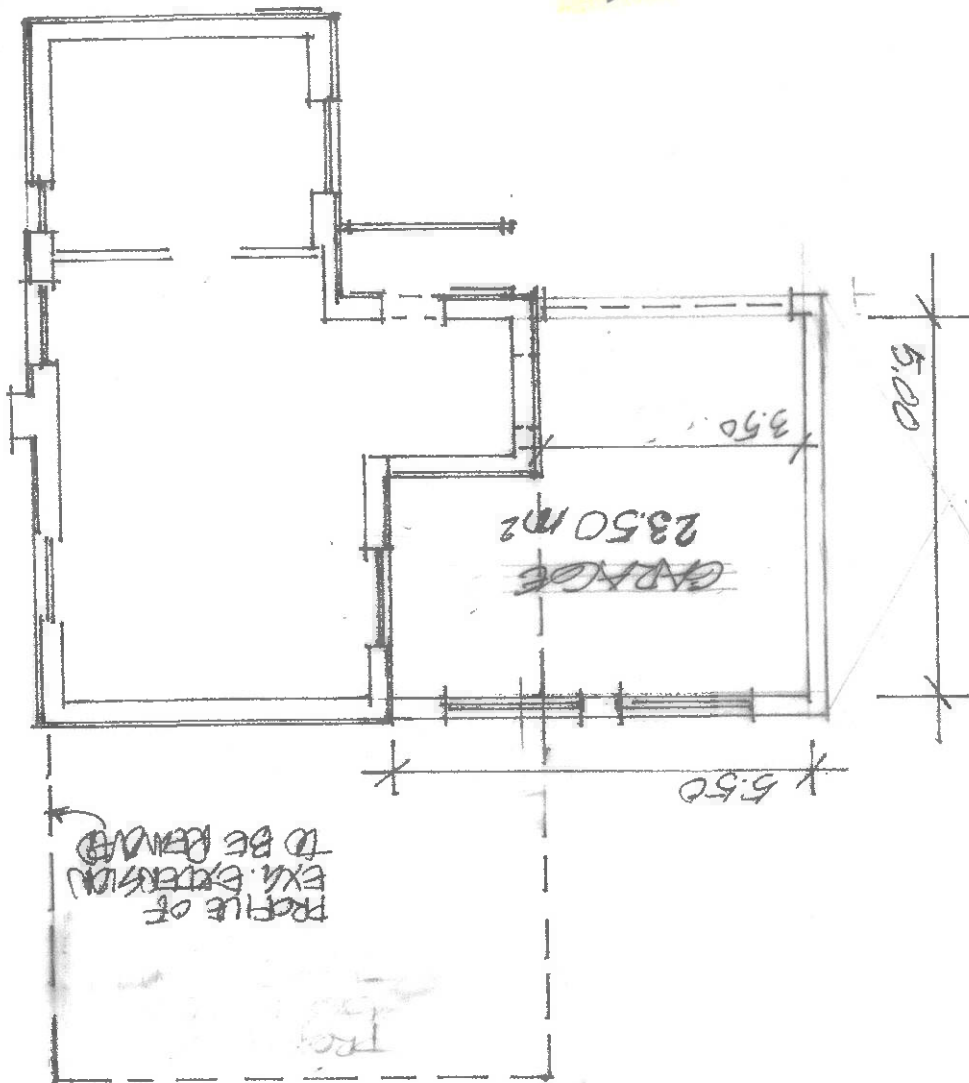


SOUTH 1:100

QUESTION 3(a)
REAR EXTENSION

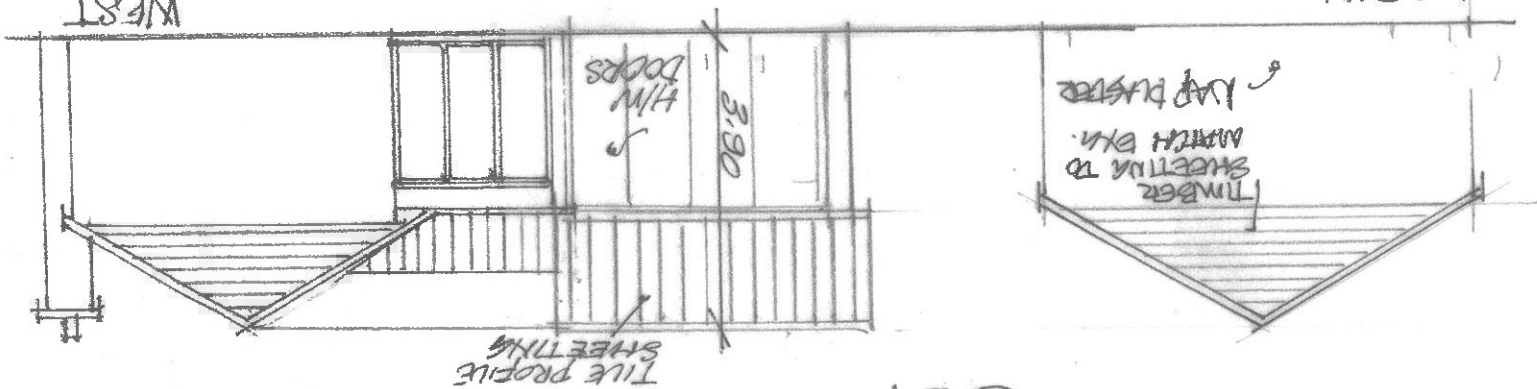
TRACED FLAT ROOF
FINISH
MAP PLASTER FINISH
ON TIMBER FRAME
CONSTRUCTION

QUESTION 3 (b) GARAGE

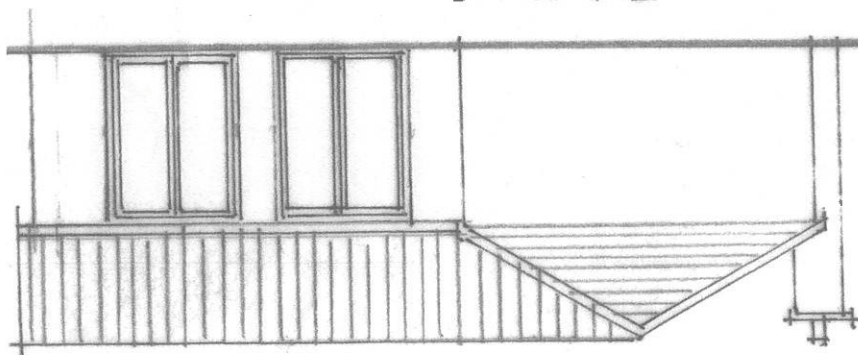


NORTH

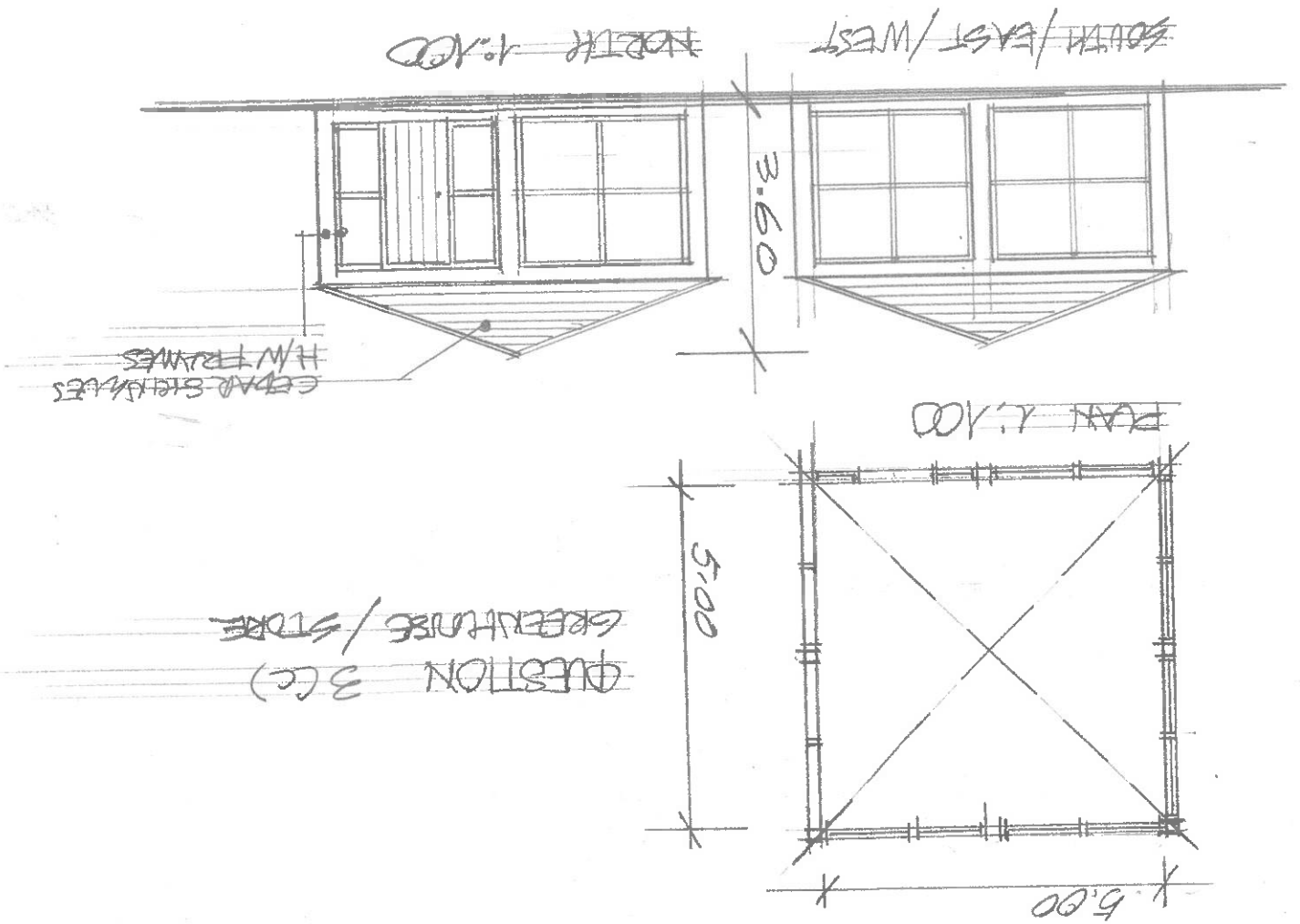
WEST



EAST



QUESTION 3(e)
TEMPORARY ON-SITE ACCOMMODATION



Appendix A

1. Location

Enf 21/021A



QUESTION 3 (c)

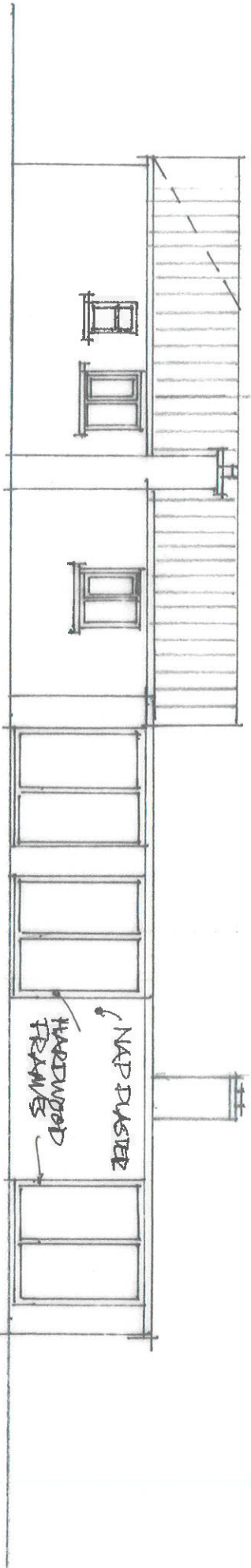
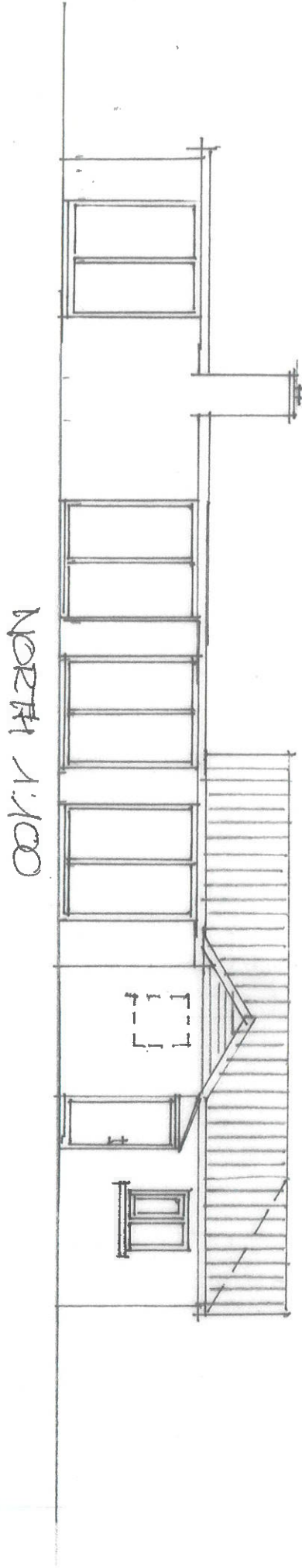
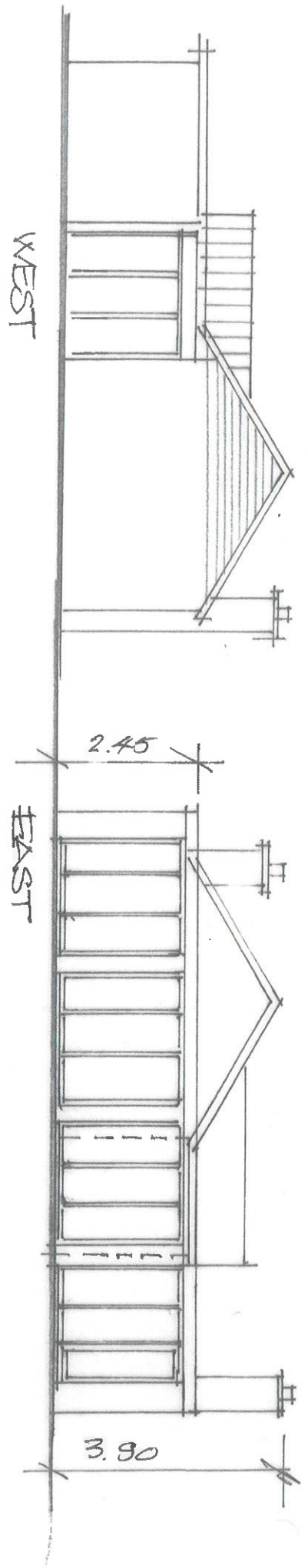
RECENTLY
REMOVED

By Clearance Survey Method

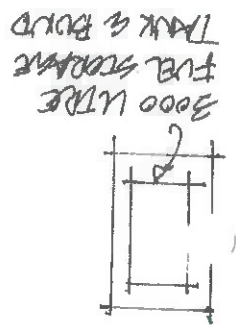
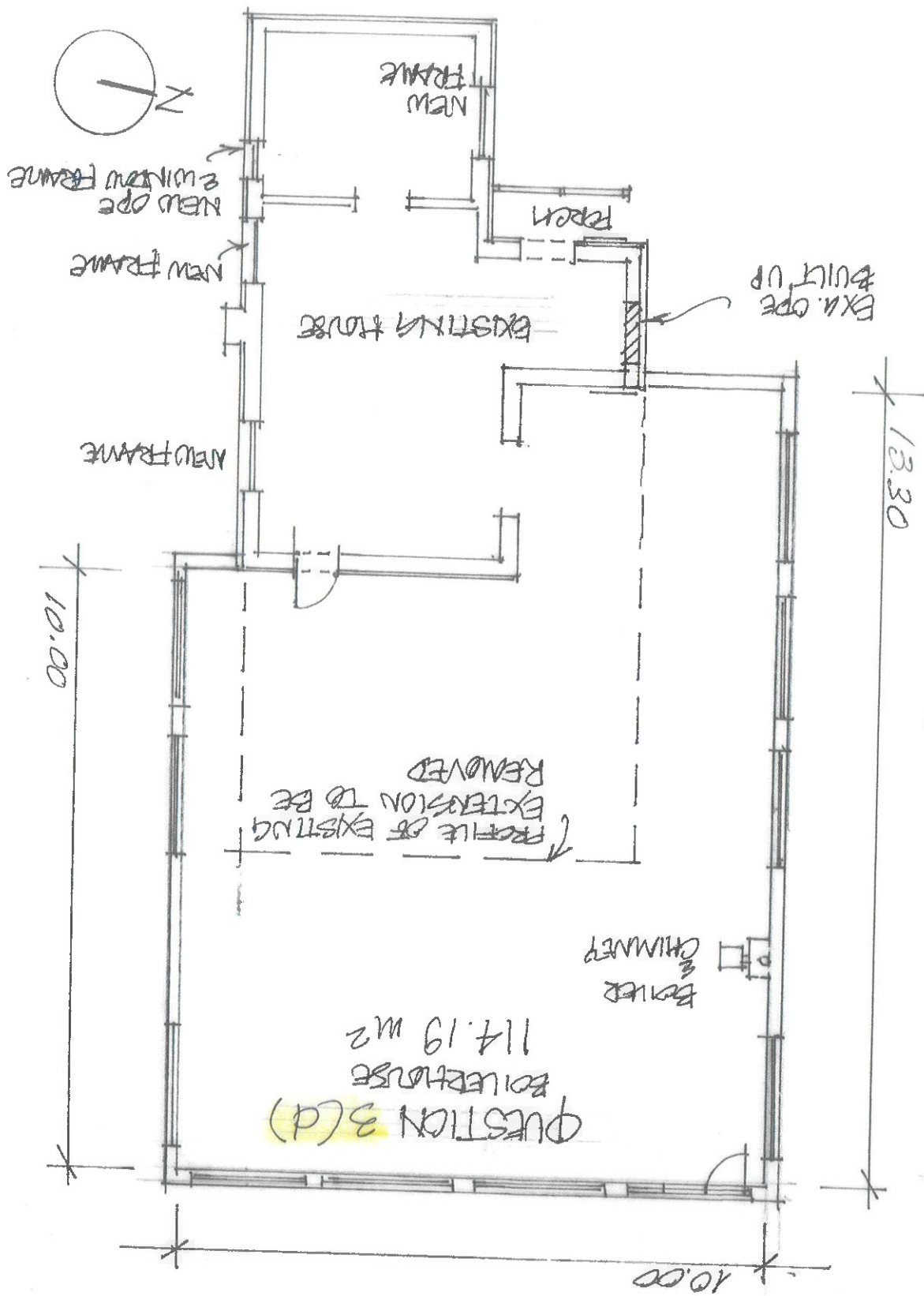
GARDEN SITE

2. Aerial map





QUESTION 3(d) BOILERHOUSE



4

at Stonepark, Longford, County Longford:

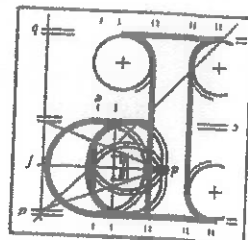
- (3) the provision of a boiler house as part of a central heating system for the adjoining house is or is not exempted development,
- (2) the provision of a building measuring 154.87 square metres internally as a Class 9 agricultural shed is or is not development or is or is not exempted development, and
- (1) the use of land, being the site edged in red on the map submitted with the request, consisting of the use for any of the purposes of agriculture and consisting of the use for that purpose of any building occupied with and so used is or is not development and is or is not exempted development,

WHEREAS a question has arisen as to whether

Planning Register Reference Number: DC 19/2

Planning Authority: Longford County Council

Planning and Development Acts 2000 to 2019



An
Bord
Pleanála

Board Order
ABP-304215-19

AND WHEREAS Liam Madden of Convent Road, Longford, requested a declaration on this question from Longford County Council and the Council issued a declaration on the 25th day of March, 2019 stating that all three matters were development and were not exempted development:

AND WHEREAS Liam Madden referred this declaration for review to An Bord Pleanála on the 16th day of April, 2019:

AND WHEREAS An Bord Pleanála, in considering this referral, had regard particularly to –

- (a) sections 2, 3 and 4(1)(a) of the Planning and Development Act, 2000, as amended,
- (b) Articles 6 and 9 of the Planning and Development Regulations 2001, as amended,
- (c) Class 2 of Part 1, and Class 9 of Part 3, of the Second Schedule to the Planning and Development Regulations, 2001, as amended,
- (d) the planning history of the subject site, and the pattern of development in the vicinity, including adjoining residential properties, and
- (e) the documentation on file, including of the inspection carried out by the Inspector of the subject shed and site:

AND WHEREAS An Bord Pleanála has concluded that -

- (a) the lands in question, being the site edged in red on the map submitted with the request, are located within the curtilage of the existing dwellinghouse, and do not form part of an agricultural holding,
- (b) the use of these lands for agricultural purposes would involve a change of use from residential to agricultural, and such change of use would be material, having regard to the pattern of development in the vicinity and the likely impacts on the residential amenities of adjoining properties, and would, therefore, be development,
- (c) the material change of use in this case would not, having regard to the location of the lands in question within the curtilage of a dwelling, come within the scope of the exemption afforded under Section 4(1)(a) of the Planning and Development Act, and would, therefore, not be exempted development,
- (d) the erection of the building that is the subject matter of this referral involved the carrying out of works and is, therefore, development,
- (e) the building in question is not linked to any agricultural activity on the lands in question, and, therefore, does not come within the scope of Class 9 of Part 3 of the Second Schedule to the Planning and Development Regulations, 2001, or of any other Class in this Part, and is, therefore, not exempted development, and

- (f) the building in question, having regard to its location within the curtilage of the adjoining dwelling, would, if provided solely as part of the central heating system of the existing house within the same curtilage, constitute a boiler house within the scope of Class 2 of Part 1 of the Second Schedule to the Planning and Development Regulations, 2001, as amended, and would, if used solely for this purpose as a boiler house, be exempted development.

NOW THEREFORE An Bord Pleanála, in exercise of the powers conferred on it by section 5(3)(a) of the 2000 Act, hereby decides that

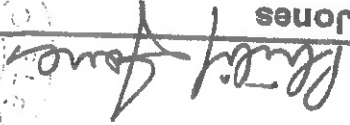
- (1) the use of land, being the site edged in red on the map submitted with the request, consisting of the use for any of the purposes of agriculture and consisting of the use for that purpose of any building occupied with and so used is development and is not exempted development,
- (2) the provision of a building measuring 154.87 square metres internally is development and is not exempted development under Class 9 of Part 3 of the Second Schedule to the Planning and Development Regulations, 2001, and

- (3) the building in question would, if provided and used solely as part of the central heating system of the existing house within the same curtilage, constitute a boiler house, and would in such circumstances be development and be exempted development,

all at Stonepark, Longford, County Longford.

Matters Considered

In making its decision, the Board had regard to those matters to which, by virtue of the Planning and Development Acts and Regulations made thereunder, it was required to have regard. Such matters included any submissions and observations received by it in accordance with statutory provisions.


Philip Jones
Member of An Bord Pleanála
duly authorised to authenticate
the seal of the Board.

Dated this 30th day of July 2019.



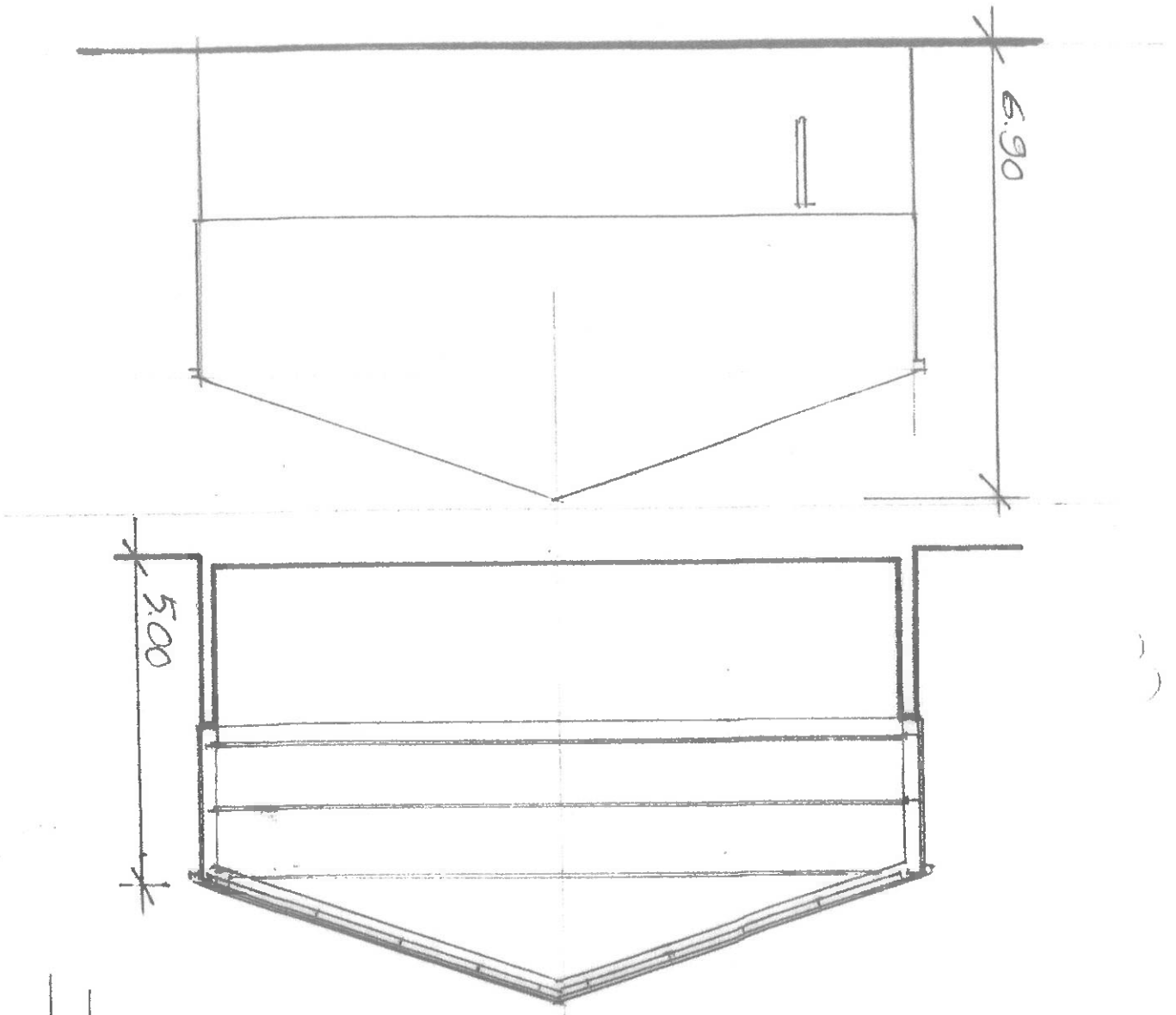
XV
Scale
Townland
Barony
County

STICKER PARK

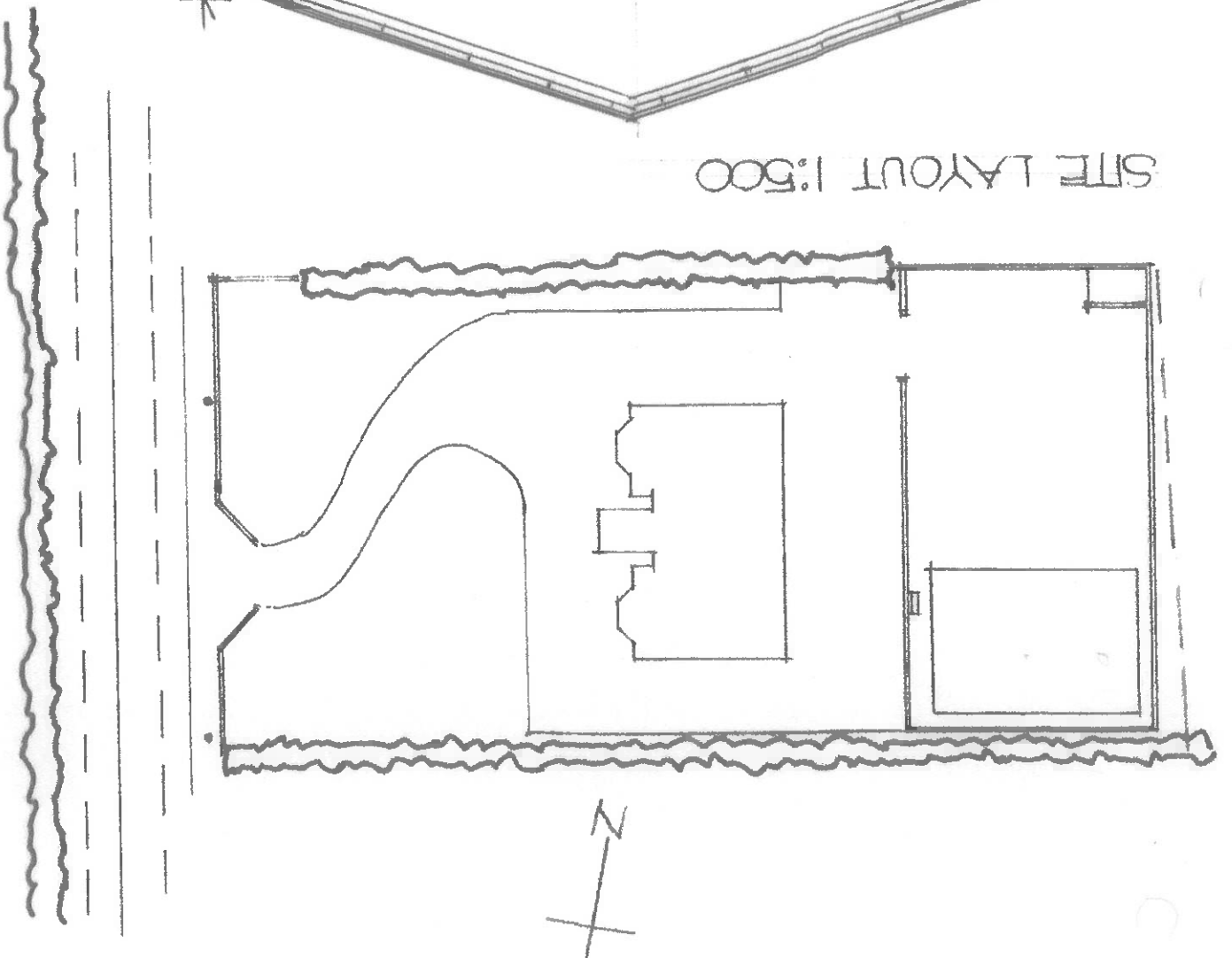
Please Note
Your current balance is
€1.5



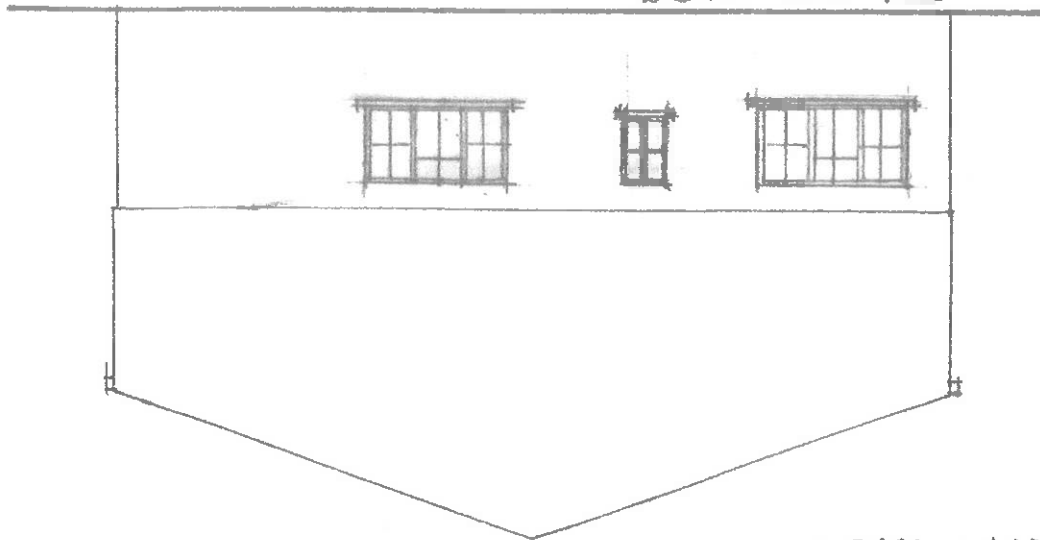
- Search
- View Info
- Application Search
- Register/Confirm Copy
- Search Registered Map
- Official Map Search
- Home
- Property of Interest
- View Current View
- Property Details
- Show/Hide Layers
- Account Management
- Help



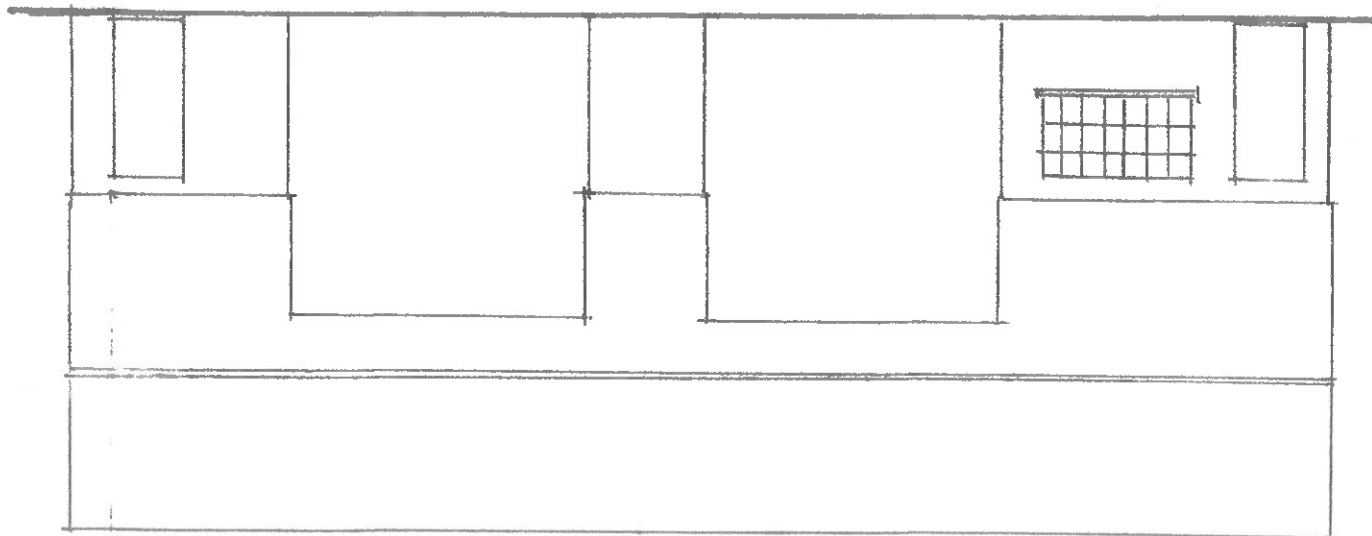
SITE LAYOUT 1:500



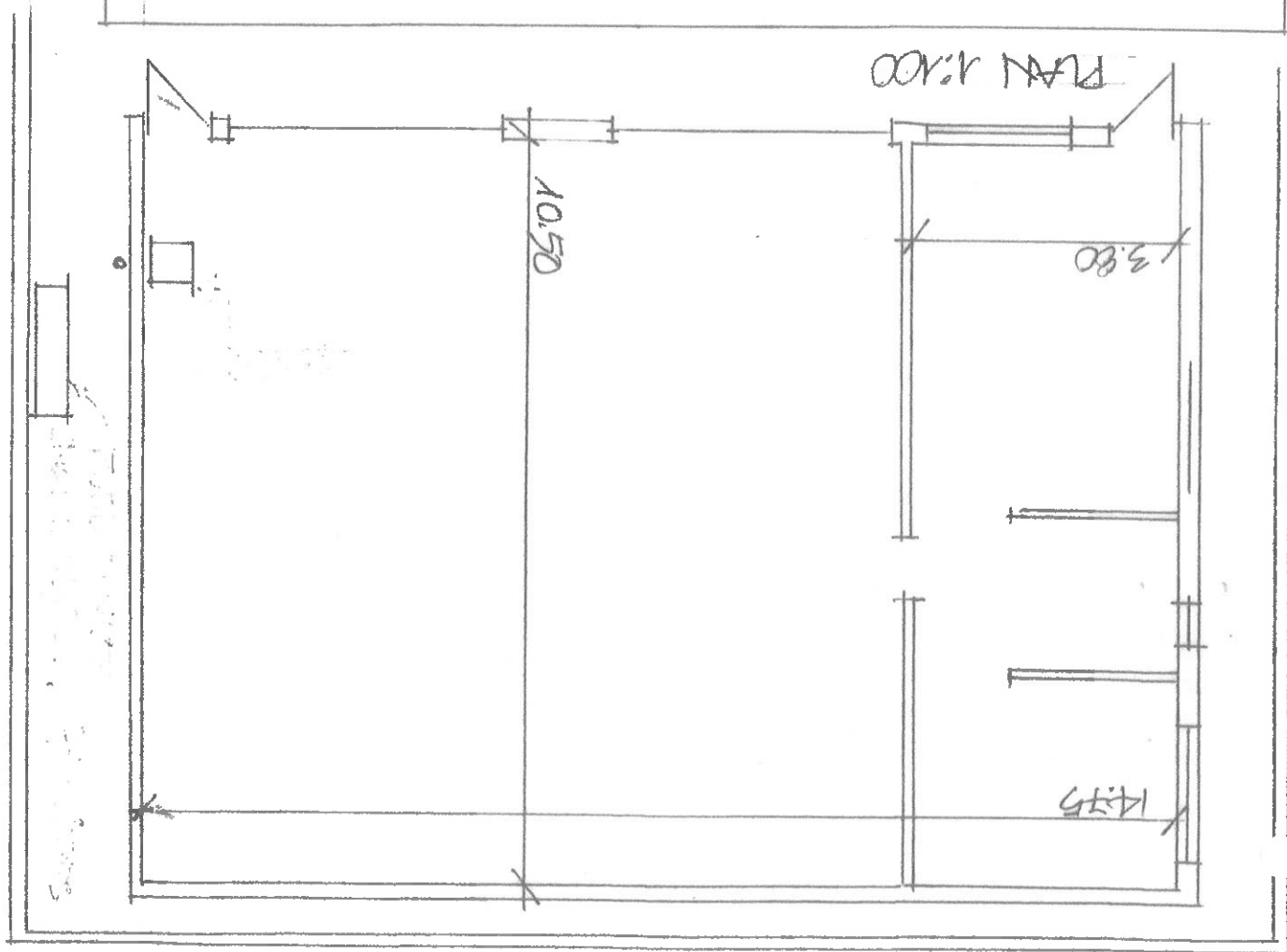
EAST 1:100



NORTH 1:100



PLAN 1:100



Comhairle Contae Fhine Gall
Fingal County Council

An Roinn um Pleanáil agus
Infrastruchtúr Straitéiseach
Planning and Strategic
Infrastructure Department

ENF No.: 21/021A

CRM No.:

62946/21

WL No: 17

COMHAIRLE CONTAE FHINE GALL FINGAL COUNTY COUNCIL

WARNING LETTER

SECTION 152 OF THE PLANNING AND DEVELOPMENT ACT 2000, AS AMENDED

Date: 11th February 2021

David Murphy,
Healy's Lane,
Portrane,
Co. Dublin,
K36 HY28

RE: Lands at Healy's Lane, Portrane, Co. Dublin, K36 HY28

Dear Sir,

It has come to the attention of the Planning Authority that unauthorised development may be ongoing at the above lands. This alleged unauthorised development consists of:

- The demolition of a dwelling without the benefit of planning permission.
- The erection of a dwelling without the benefit of planning permission.

Forfeidhmí Pleanála, Bosca 174, Aras an Chontae, Sord, Fine Gall, Co. Bhaile Átha Cliath
Planning Enforcement Section, P.O. Box 174, County Hall, Swords, Fingal, Co. Dublin K67
X8Y2 t (01) 890 5000 e: planningenforcement@fingal.ie w: www.fingal.ie

WL 1



Comhairle Contae Fhine Gall
Fingal County Council

An Roinn um Pleanáil agus
Infrastruchtúr Strateiseach
Planning and Strategic
Infrastructure Department



The matter is now under investigation by the planning authority. Any person served with this warning letter may make submissions or observations in writing to the planning authority with regard to the purported offence not later than four weeks from the date of service of this letter. Submissions or observations should be made to the address below.

If, following investigation, the planning authority considers that unauthorised development has been carried out, it may decide to issue an Enforcement Notice under Sections 153 & 154 of the Planning and Development Act 2000, as amended, or make an application to the High Court or the Circuit Court for an injunction under Section 160 of the Planning and Development Act 2000, as amended, without further communication to you.

Officials of the planning authority may at all reasonable times enter on the above land for the purposes of inspection in the course of the planning authority's investigation.

Under Section 151 of the Planning and Development Act 2000, as amended, it is an offence to carry out unauthorised development. In this regard, your attention is drawn to Section 156 of the aforementioned Act, which sets out details of the penalties involved (copy enclosed).

Any costs reasonably incurred by the planning authority in relation to enforcement proceedings may be recovered from a person on whom an Enforcement Notice is served or where court action is taken. Such costs include the costs and expenses relating to the issue of this Warning Letter, and to the issue of any Enforcement Notice, together with the costs of investigation and detection including costs incurred in respect of remuneration and other expenses of employees, consultants and advisers including legal advisers.

Yours faithfully,

Frances Thompson
Authorised Officer

Ref: 2031

Your Ref:

Fingal County Council,
Fingal County Hall,
Main Street,
Swords,
Fingal,
Co. Dublin

11-02-2021

Re: Rear Extension to dwelling house at Mallows, Healeys Lane, Portrane, Co. Dublin.

ENF No - 21/021A

To Whom it Concerns,

I purchased this small house after a protracted separation from my then Wife. This is and will be my permanent resident and a base for my two Children to visit. I work in the Construction trade and have a degree of knowledge in building exempt of Planning structure to existing dwelling.

The works to date involved the re-roofing and removal of an Asbestos roof on the existing house, which I was unaware off when initially purchased.

I have added an exempt of planning extension to the rear; the floor area does not exceed 40sqm, it does not reduce the open space to less than 25sqm, the walls of the extension do not exceed the height of the rear wall of the building, it does not exceed the highest part of the existing dwelling's roof.

While I appreciate that this is lightly a complaint directed towards the County Council I can assure you that the structure falls within the guideline.

I am happy to invite someone from Building Control to investigate and measure if they so wish.

Kindest regards,

David Murphy EngTech MIEI



COMHAIRLE CONTAE FHINE GALL FINGAL COUNTY COUNCIL

ENF No: 21/021A
CRM No: 62946/21
S153 CE No.
PENF/29/2021
S154 CE No.:
PENF/30/2021

ENFORCEMENT NOTICE

SECTION 154 OF THE PLANNING AND DEVELOPMENT ACTS 2000 AS AMENDED
DEVELOPMENT CARRIED OUT WITHOUT A GRANT OF PLANNING PERMISSION

RE: Lands at Healy's Lane, Portrane, Co. Dublin, K36 HY28 (more particularly detailed on
Appendix A)

WHEREAS Fingal County Council (hereinafter called "the Council") being the Planning Authority for the area in which the above mentioned land is located having considered only the proper planning and sustainable development of its area including the preservation and improvement of the amenities thereof, regard being had to the provisions of the County Development Plan 2017 - 2023, any representations made to the Planning Authority under Section 152 (1)(a) of the Planning and Development Act, 2000 as amended, any submissions or observations made under Section 152 (4)(b) of the Planning and Development Act 2000 as amended, and any other material considerations, and having investigated the matter has, in accordance with Section 153 of the Planning and Development Act 2000 as amended, decided to issue this Enforcement Notice.

AND WHEREAS subsequent to the 1st day of October 1964 and within seven years immediately preceding the date of this Notice, the following development has been carried out on the said lands without a grant of permission under Part III of the Planning and Development Act 2000 as amended:

the substantial demolition of a chalet/holiday home structure and the construction of a new dwelling house

AND WHEREAS the said development is not exempted development.

AND WHEREAS the said development carried out on the said lands constitutes Unauthorised Development.

YOU ARE HEREBY REQUIRED, pursuant to Section 154 of the Planning and Development Act 2000 as amended:

Shall require within a period of 1 week of the date of the service of this Notice to:

- Cease all construction works

And shall further require within a period of 4 months of the date of the service of this Notice to:

- Remove the new dwelling structure measuring 3.87 metres x 4.15 metres, 6 metres x 5.03 metres, 6 metres x 4.84 metres and 3.7 metres in height
- Remove all associated services from structure
- The site is to be reinstated with soil and seeded with grass

B) To refund the Council the sum of €350,000 being the sum of the costs and expenses reasonably incurred by it in relation to the investigation, detection and issue of this Enforcement Notice and any Warning Letter issued under Section 152 of the Planning and Development Act 2000 as amended, including costs incurred in respect of the remuneration and other expenses of its employees, consultants and/or advisors pursuant to Section 154(5)(d) of the Planning and Development Act 2000 as amended.

AND TAKE NOTICE that if, within the said period above, or within such extended period (not being more than six months) the steps specified in this Notice to be taken by you have not been

so taken, the Council may enter on the said lands and take such steps, including the removal, demolition or alteration of any structure and may recover any costs reasonably incurred by it on that behalf.

AND TAKE FURTHER NOTICE that if, within the said period above, or within such extended period (not being more than six months as may be allowed by the Council) the steps specified in this Notice to be taken by you have not been so taken, you may be guilty of an offence. If the Council decides to prosecute you for non-compliance with this Notice and you are found guilty of an offence by the Courts, you may be liable on summary conviction to a fine not exceeding €5,000 and/or imprisonment for a term not exceeding 6 months or both or on conviction following trial on indictment to a fine not exceeding €12,697,381 and/or a term of imprisonment not exceeding 2 years or both. You will be liable on conviction for the costs and expenses of such prosecution.

DATED this 8th day of April, 2021

SENIOR EXECUTIVE OFFICER

SIGNED



To whom the appropriate powers have been delegated by Order of CE 7935 of the Chief Executive, Fingal County Council.

To be served upon the following:

1. On: David Murphy

At address at: Healy's Lane, Portrane, Co. Dublin, K36 HY28

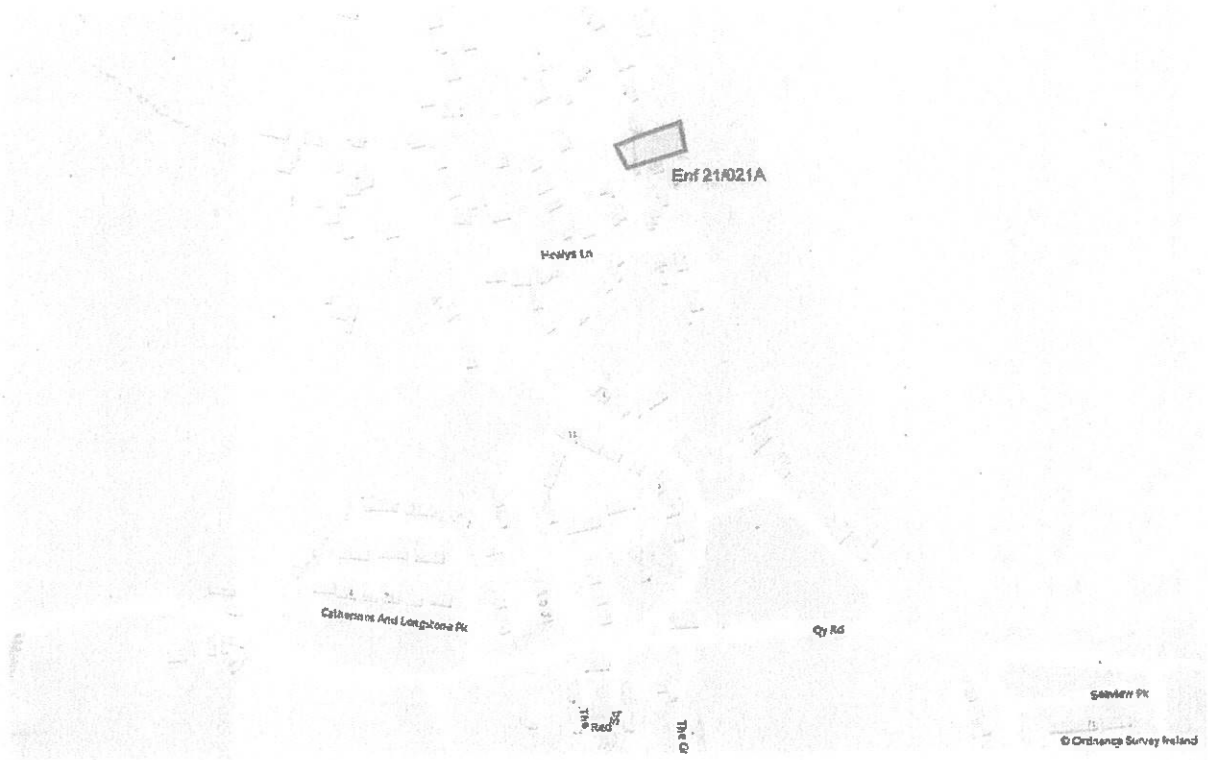
being the owner of the above mentioned land and the person carrying out the development.

2. On: David Murphy

At address at: C/o DPM Property Services Limited, 8 Lurgan Street, Dublin 7, D07 HK33
being the owner of the above mentioned land and the person carrying out the development.

Appendix A

1. Location



2. Aerial map



David Murphy,
Healy's Lane,
Portrane,
Co. Dublin,
K36 HY28

David Murphy
By email only: david@dpmpl.ie

Re: Property at "the Mallows", Portrane, Co Dublin

Dear David

I refer to your purchase of the above property in August 2020.

I understand that Fingal County Council have issued an enforcement notice in respect of some works carried out, and have not accepted your position that the dwellinghouse constructed there was built prior to the introduction of Planning Acts in 1964.

Please see attached the following:-

- Deed of Lease dated 21 day of July 1952 made between Robert Collins and Francis Guest. The property was demised to Mr Guest for a term of €490. I have marked in yellow the description of the property. It does not specifically refer to a dwellinghouse. It was common for long leases to include requirements to build, and that said requirement was originally included in this deed, (on page 3) but deleted, presumably prior to execution. That would suggest the dwellinghouse had already been constructed, as there is a subsequent covenant to "uphold maintain repair amend and keep..... said demised premises and all houses..... now erected Or to be erected there".

- Deed of Assignment dated 10th day of October 1960 made between Francis Guest and Timothy Mulhail when the property was sold onwards by Mr Guest to Mr Mulhail. The property is as set out in the lease earlier however (at bottom of page 2) specifically refers to the Bungalow "recently erected thereon".
- It is clear from the above that a dwellinghouse, described as a bungalow" was constructed prior to 1960. The section of requirement for planning permission in that regard does not arise.

Please feel free to pass this letter, with attachments to the planning authority. If you require further assistance, please do not hesitate to ask.

Yours sincerely

Sonia McEntee Solicitors

Sonia McEntee Solicitors
Date 29th April 2021



Sonia McEntee
Solicitors

Sonia McEntee BCL LLM (European Law) AITI STEP

1B Elm House, Kinnyptie, Cavan, DX 21012 Cavan

Ormand Building, 31-36 Ormand Quay Upper, Dublin 7, D07 EE37.
By appointment only

AITI
Chartered Tax
Adviser (CTA)



**LAW SOCIETY
OF IRELAND**
PRACTISING
SOLICITORS

t | 01 232 0707
t | 049 432 0609
e | info@apartmentlaw.ie
w | www.apartmentlaw.ie
o | office hours 9am - 5pm

13th Nov 1960 after 12 o'clock on the 25th

October 1960 Book 63 No. 233

Practitioner

day of October, 1960

Sixty B.T.W.E.N. FRANCIS GUEST of 17 Church Avenue, South Circular Road, Dublin, (hereinafter called "the Vendor") of the one part and TIMOTHY MURPHY of 24 St. Teresa's Road, Kimmage Road West, Dublin, (hereinafter called "the Purchaser") of the other part W.H.R.A.S. by an Indenture of Lease dated the 21st day of July 1952 and made between Robert Collins (thereinafter called the Lessor) of the one part and the Vendor (thereinafter called the Lessee) of the other part ALL THAT part of the Lands of Burrow therein and hereinafter more particularly described were demised unto the Lessee for the term of 490 years from the 29th day of September 1952 subject to the yearly rent of £6 thereby reserved and to the covenants and conditions on the part of the Lessee therein contained AND WHEREAS the Vendor has agreed with the Purchaser for the sale to him of the said Lands and premises comprised in the heretofore recited Lease for the sum of £200 (Two hundred pounds) NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £200 (Two

Made the 10th

This Indenture



hundred pounds) paid by the Purchaser to the Vendor
(the receipt of which said sum the Vendor doth hereby
acknowledge) THE Vendor as beneficial owner DOth HEREBY
ASSIGN unto the Purchaser ALL THAT AND THOSE the
premises comprised in and demised by the herebefore
recited Lease dated the 21st day of July 1952 and
therein described as "ALL THAT AND THOSE that piece or
plot of ground being part of the Lands of Burrow
containing approximately Nine thousand six hundred
square feet or thereabouts which said premises are
situate in the Parish of Donabate Barony of Nethercross
and County of Dublin as more particularly delineated
and described in the Map hereon endorsed and thereon
coloured red and are included in Folio 4530 County
Dublin Register of Freeholders and referred to in
the Land Commission Letter of Consent dated 25th
day of March 1950 and Numbered B 4 therein together
with the right of way in common with the Lessor and
his Lessees or tenants of adjoining premises for
the Lessee his servants agents and licensees at all
times and for all purposes and with or without
vehicles and animals to go pass and repass over and
along the passage (intended to be twelve feet wide)
between the points marked A and B on said Map and
which right of way or passage is shown coloured
yellow on said Map" together with the Bungalow
recently erected thereon EXCEPTING AND RESERVING as

recently elected person EXCESSIVE AND EXHAUSTIVE as
"action on said map" together with the boundary
"within light of map of passage is shown colored
"between the points marked A and B on said map and
"along the passage (intended to be twelve feet wide)
"verticals and horizontals to be used and release over and
"others and for all purposes and with or without
"the passage and release as agents and witnesses at all
"the release on terms of adjoining premises for
"with the light of map in common with the person and
"map of water 1820 and marked B & therein together
"the said commission letter of consent dated 22nd
"partly registered of deeds and referred to in
"colored red and the included in lot 10 1830 county
"and described in the map person enclosed and person
"and county of partly as were voluntarily designated
"signature in the part of documents before of witnesses
"adverse part of witnesses with said premises are
"containing approximately nine thousand six hundred
"feet of ground being part of the land of William
"herein described as "WILLIAM AND THOSE that have or
"leased lease dated the 2nd day of July 1825 and
"premises comprised in and devised by the predecessors
"assigned unto the purchaser WILLIAM AND THOSE the
"acknowledge) THE Vendor as beneficial owner JOHN HARRIS
(the receipt of which said and the Vendor both hereby
"purported bonds) paid by the purchaser to the Vendor

the day and year first herein written

SIGNED SEALED AND DELIVERED

by the said FRANCIS GUEST in

the presence of:-

Mrs. Frances Guest
14 Elm Place Dublin

Patrick J. Carmichael
14 Elm Place Dublin

SIGNED SEALED AND DELIVERED

by the said TIMOTHY MURPHY

in the presence of:-

James E. Moran

Witness

22, Angelsea St. Ball.

Francis Guest
Francis Guest

de-acting witness.

25. 18. 1948. 1948.
1948. 18. 1948.
1948. 18. 1948.

in the presence of:-
PA the said LINDA WAINMAN
SIGNED SEATED AND DELIVERED

[Signature]
[Signature]
[Signature]

in the presence of:-
the said LINDA WAINMAN
SIGNED SEATED AND DELIVERED

in the presence of:-
the said LINDA WAINMAN
SIGNED SEATED AND DELIVERED

[Signature]

[Signature]
[Signature]

NA GOIMINGIRI IONNAN
 BAILE ATHA CLUATH
 22.1237
 MION INNSTE TUGTHA

DUBLIN.

22, ANGELSEA STREET,

SOLICITORS,

BROWN & MCCANN

CLARLANN NA HIONTIDIRI
 (REGISTRAR OF DEEDS)
 B 63
 No. 233
 25 OCT 1960
 BAILE ATHA CLUATH
 (DUBLIN) 180

ASSIGNMENT

TIMOTHY MULHALL

TO

FRANCIS GUEST

(2)

2692

STATE VOUCHER
BY COMMISSIONER

55-1535

AMOUNT PAID

STATE VOUCHER

RECEIVED

STATE VOUCHER

DATE	1-20
STATE VOUCHER	
55000000	
5 83	NO 533
(RECEIVED BY STATE)	
OFFICE OF THE COMMISSIONER	

RECEIVED

STATE VOUCHER

10

STATE VOUCHER

5-1535

common with the Lessor and his Lessees or tenants of adjoining
 and Numbered B 4 therein together with the right of way in
 Commission Letter of Consent dated 25th day of March 1950
 Dublin Register of Freeholders and referred to in the Land
 thereon coloured red and are included in Folio 4 5 3 0 County
 delineated and described in the Map hereon endorsed and
 Barony of Nethercross and County of Dublin as more particularly
 which said premises are situate in the Parish of Donabate
 -nately Nine Thousand Six Hundred square feet or thereabouts
 ground being part of the Lands of Burrow containing approx-
 the Lessee ALL THAT AND THOSE that piece or Plot of
 -after contained the Lessor doth hereby grant and demise unto
 hereinafter reserved and the covenants by the Lessee herein-
 hereby acknowledge) and in consideration of the yearly rent
 of these Presents (the receipt of which the Lessor doth
 paid by the Lessee to the Lessor on or before the execution
 WITNESSETH that in consideration of the sum of Thirty Pounds
 (hereinafter called the Lessee) of the other part
 70, Harold's Cross Cottages in the City of Dublin,
 called the Lessor) of the one part and Francis Guest of
 -park Fortrane in the County of Dublin Farmer (hereinafter
 Nine hundred and fifty two ~~ROBERT~~ COLLINS of Castle-



This Indenture



Made the 21st day of July, One Thousand

12456

common with the person and his lessors or tenants of adjoining
 and numbered B & therein together with the right of way in
 Commission letter of consent dated 22nd day of March 1880
 Dublin Register of Deeds and referred to in the land
 therein contained and are included in Folio & 230 County
 mentioned and described in the last person endorsed and
 entry of Methercross and County of Dublin as more particularly
 which said premises are situate in the Parish of Donnybrook
 -namely nine thousand six hundred square feet or thereabouts
 being part of the lands of Ballymore containing about
 the lessor WILLIAM AND THOMAS that piece or plot of
 -land contained the person both hereby given and demise unto
 hereinafter named and the covenants by the lessee herein
 hereby acknowledged) and in consideration of the yearly rent
 of these premises (the receipt of which the lessor both
 held by the lessee to the lessor on or before the execution
MINISTER that in consideration of the sum of thirty pounds
 (hereinafter called the lease) of the other part
 do hereby a cross contract in the City of Dublin
 called the lessor) of the one part and Francis Green of
 -bank Portlane in the County of Dublin Farmer (hereinafter
 name named and with the DEEDS CONTAINS of estate
 one thousand



John Augustine



1881

Made the 11th day of

ing premises) for the Lessee his servants Agents and Licensees
at all times and for all purposes and with or without vehicles
and animals to go pass and repass over and along the passage
(intended to be twelve feet wide) between the points marked
A and B on said map and which right of way or passage is
shown coloured Yellow on said map TO HOLD the said premises
unto the Lessee from the ^{19th} day of ~~March~~ ^{April} 1952 for the term
of 490 years henceforth next ensuing YIELDING AND PAYING
therefor and thereout the yearly rent of Six Pounds during
the said term by equal half yearly payments on 25th. March
and 29th. September in each year during the said term hereby
granted clear over and above all rates taxes charges
impositions outgoings and deductions whatsoever (Landlord's
proportion of Income Tax only excepted) the first payment
of the said rent to be paid on the ^{19th} ~~25th~~ ^{March} 1952 and
to be calculated for the half year commencing ^{19th} ~~25th~~ day of
~~March~~ ^{April} 1952 And if any part of the said yearly rent shall be
in arrear or unpaid for twenty one days next after any of
the days hereinbefore appointed for the payment thereof Then
so often as it shall so happen the Lessor may enter and
distrain and the distress and distresses then and there
found may dispose of according to law for the satisfaction
of the said rent and all arrears thereof and the Costs of
distaining AND the Lessee doth hereby covenant for him-
self and his assigns with the Lessor that the Lessee will
during the term hereby granted pay to the Lessor the said
reserved yearly rent on the days and in the manner aforesaid
AND ALSO will during the term hereby granted pay in addition

to the said yearly rent hereby reserved all taxes charges rates impositions outgoings deductions duties and sums of money as aforesaid as and when they become due AND ALSO will at his own expense at all times build make perform and do all things required by any Sanitary Authority or other Body or Authority which may be hereafter substituted therefor or have the powers thereof to be done whether by the owner or occupier or otherwise upon or in respect of the said premises hereby demised and will at all times keep the Lessor indemnified against any loss or damage which may arise owing to the non-performance of the covenant lastly hereinbefore contained AND ALSO will within ~~the period of one month from the twenty fifth day of March 1950~~ ~~erect on the said premises a~~ ~~demised a dwelling house of such type and of such materials~~ ~~design and elevation as shall be approved by the Lessor and~~ ~~dwelling house to be of a value of not less than \$1500. AND~~ ALSO will during the said term well and sufficiently uphold maintain repair amend and keep the said demised premises and all houses edifices buildings walls structures windows doors drains and sewers and all other fixtures and things now erected or placed or hereafter to be erected or placed thereon or thereunder in good and substantial repair and condition AND that the Lessee will at the expiration or other sooner determination of the said term peaceably surrender and yield up unto the Lessor the said premises hereby demised with the

into the lessor the said premises hereby demised with the
-mination of the said term lawfully and tender and yield up
that the lessee will at the expiration of term sooner defer-
preclude in good and sufficient repair and condition AND
or placed or repaired to be erected or placed thereon or
drains and sewers and all other fixtures and things now erected
all houses edifices buildings walls enclosures windows doors
repairs in repair stand and keep the said demised premises and
AND will during the said term well and sufficiently uphold
~~the said premises and all the fixtures and things now erected~~ AND
~~the said premises and all the fixtures and things now erected~~
~~the said premises and all the fixtures and things now erected~~
~~the said premises and all the fixtures and things now erected~~
~~the said premises and all the fixtures and things now erected~~
~~the said premises and all the fixtures and things now erected~~
-performance of the covenants lawfully herebefore contained
whether any loss or damage which may arise owing to the non-
demised and will at all times keep the lessor indemnified
or otherwise upon or in respect of the said premises hereby
the powers thereof to be done whether by the owner or occupier
authorities which may be required authorized therefor or have
things required by any authority authority or other body or
at his own expense at all times shall make perform and do all
money as aforesaid as and when they become due AND ALSO will
taken impositions outgoings deductions duties and sums of
to the said yearly rent hereby reserved all taxes charges

apartments together with all buildings erected and fixtures now or hereafter to be built or erected thereon in good and substantial repair and condition in all respects reasonable wear and tear only excepted PROVIDED ALWAYS and it is hereby expressly agreed that whenever the rent hereby reserved or any part thereof shall be in arrear and unpaid for twenty one days (whether the same shall be lawfully demanded or not) or in the case of the breach non-performance or non-observance of any of the covenants or conditions on the Lessee's part herein contained or if the Lessee shall do or suffer anything here-inbefore covenanted not to be done or suffered Then and in any such case it shall and may be lawful for the Lessor into the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again in repossess and enjoy as in his first or former estate therein as if these presents had not been executed or as if the term hereby granted had expired by effluxion of time or been otherwise determined in due course of law anything herein contained to the contrary notwithstanding AND the Lessor doth hereby covenant with the Lessee that the Lessee paying the aforesaid yearly rent of Six Pounds and performing and observing all and every the covenants and agreements on his part hereinafore contained shall and may during the continuance of this demise peaceably hold and enjoy the said premises without any interruption or disturbance by the Lessor or any person claiming through him

disturbance by the tenant or any person claiming through him
shall and may during the continuance of this lease peacefully
covenants and agreements on his part hereinafter contained
of six pounds and performing and observing all and every the
provisions that the tenant having the sole and several lease
hereinafter and the tenant shall hereby covenant with
the county of Jan. and the county of the county
and expired by effluxion of time or been otherwise determined
hereinafter and not been executed or as if the term hereby granted
shall be in his first or former estate therein as if these
the whole to re-enter and the same to have again reassess and
the said demised premises or any part thereof in the name of
any such case it shall and may be lawful for the tenant here-
inafter covenanted not to be done or suffered then and in
contained or if the tenant shall do or suffer anything here-
of the covenants or conditions on the tenant, a part herein
case of the present non-performance or non-observance of any
(whether the same shall be lawfully demanded or not) or in the
part thereof shall be in breach and subject for twenty one years
expressly agreed that whenever the lease hereby renewed or any
year and term only excepted EXCEPTED ATWAVE and if the tenant
unlawfully break and condition in all respects whatsoever
now or hereafter to be built or erected thereon in good and
substantially together with all buildings erected and fixtures

AND it is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration other than the rent exceeds £500. AND I, FRANCIS GUEST, the Lessee hereby certify that I am the person who becomes entitled to the entire beneficial interest in the property and that I am an Irish citizen.

IN WITNESS whereof the parties aforesaid have hereunto set their hands and affixed their seals the day and year first herein written.

SIGNED SEALED AND DELIVERED
by the said ROBERT COLLINS

in the presence of :-

in the presence of :-
14 Elly Place Dublin
Robert Collins

Robert Collins

SIGNED SEALED AND DELIVERED

by the said FRANCIS GUEST

in the presence of :-

in the presence of :-
14 Elly Place Dublin
Francis Guest

Francis Guest

in the presence of :-
by the said LEONARD COHEN
 SIGNED SEVED AND DELIVERED

Handwritten signature

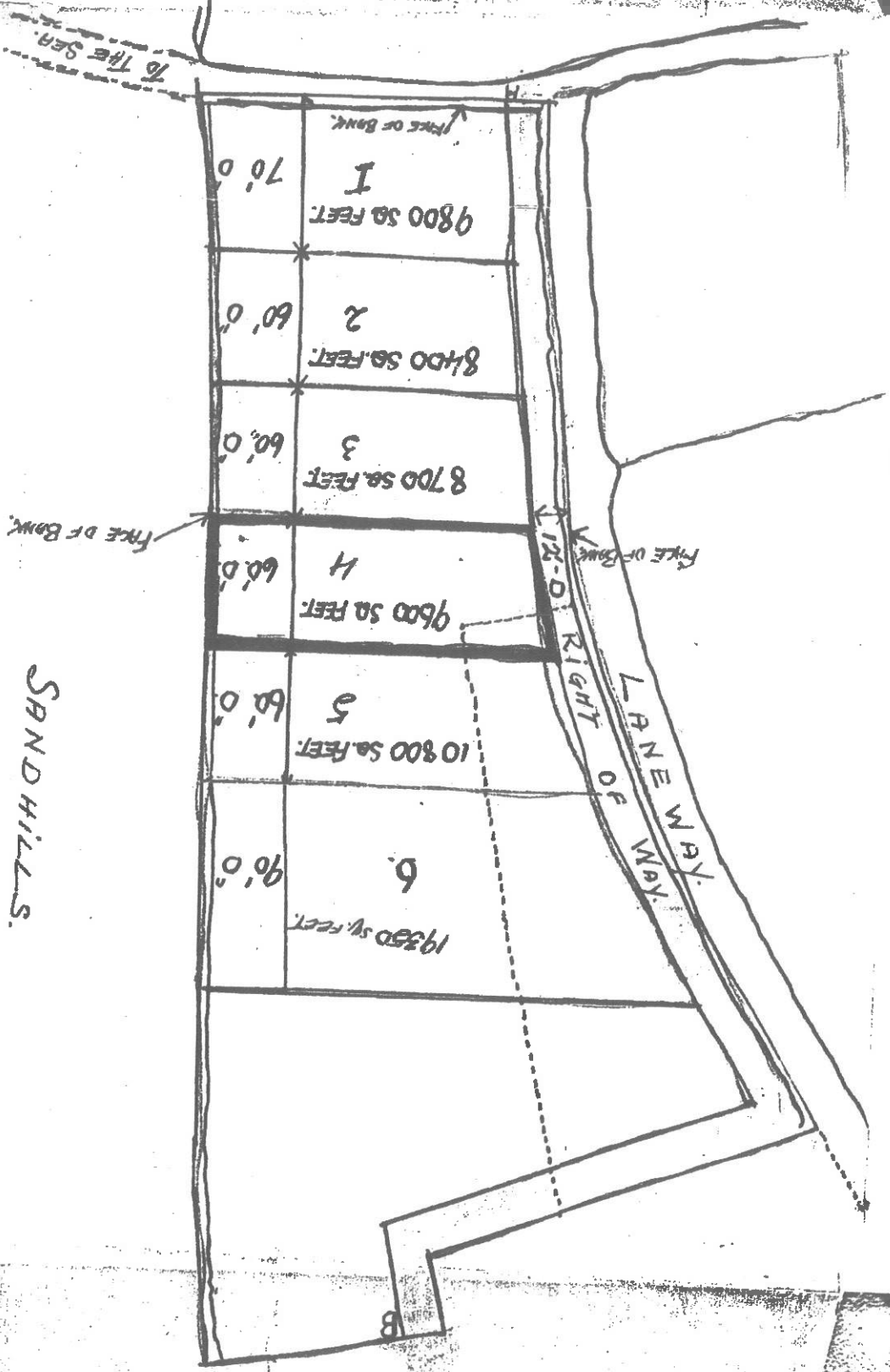
in the presence of :-
by the said ROBERT COHEN
 SIGNED SEVED AND DELIVERED

Handwritten signature

and their hands and stated their seals the day and year
 IN WITNESS whereof the parties aforesaid have hereunto
 and that I am an Israelite
 entitled to the entire beneficial interest in the property
 lease hereby certify that I am the person who receives
 other than the rent exceeds \$200. AND I 'LEONARD COHEN' the
 value of the aggregate amount or value of the consideration
 a series of transactions in respect of which the amount or
 affected does not form part of a further transaction or of
 AND it is hereby certified that the transaction hereby

MAP REFERRED TO
IN WITHIN DEED.

SANDHILLS.



SCALE: - (25.344 x 4) INCHES TO ONE MILE

AND REGISTRY
REGISTERED AS A BURDEN IN
FOLIO 4530 OF THE REGISTEN
COUNTY DUBLIN



(1)

DATED THE 24th DAY OF July 1952

ROBERT COLLINS, ESQ.

- TO -

FRANCIS GUEST, ESQ.

154

L E A S E.

Term :- 490 years from 25th

March 1950

Fine :- 330. 0. 0.

Rent :- 26. 0. 0. per annum.

Gale Days :- 25th. March and 29th. September in each year.

Thomas Crozier & Son,

Solicitors,
14, Elv Place,
DUBLIN, C. 2.

2N 1220

IN THE DISTRICT OF COLUMBIA
SOLICITORS
THOMAS GLOSTER & SON

September 10 each year.
Date Day :- 22nd March and 23rd
year :- 22 0 0 2nd March
Time :- 330 0 0
Term :- 400 Acres from 22nd
1870.

1 2 3 4

1914
REVISED EDITION 1870

- 10 -

ROBERT CORLISS 180

COPIED BY
BIOLOGICAL OF THE REGISTER
REGISTERED AS A BURDEN IN
LAND REGISTRY

DATED THE 19th DAY OF July 1914

SPOUSAL / CIVIL PARTNER CONSENT (*delete as appropriate)

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

MEMORANDUM OF AGREEMENT made this _____ day of _____

BETWEEN Michael McKeever **OF** _____

Rogerstown, Rush, Co Dublin

20

Tax number	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					Tax type	_____
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("Vendor")

Nominated Email Address of Vendor's solicitorjohn@dermotmcmanus.ie.....

AND David Murphy **OF** _____

Tax number	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					Tax type	_____
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("Purchaser")

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

Purchase Price

less deposit

Balance

SIGNED (Purchaser)

David Murphy

SIGNED (Vendor)

Witness

Occupation

Address

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

REMARKS
Where appropriate, Vendor should state on which Special Condition 3

(For rate section)

