

The Secretary,
An Bord Pleanála,
64, Marlborough Street,
Rotunda Dublin1,
V902.

AN BORD PLEANÁLA	
LDG-	<u>061875-23</u>
ABP-	
20 MAR 2023	
Fee: €	<u>220</u> Type: <u>CARD</u>
Time: <u>12.17</u>	By: <u>HAND</u>

Kileen,
Baskin Lane,
Cloghran,
Co. Dublin,
K67 P9R6.

Details of Reference: Whether the works of partial repair, renewal, restructuring and replacement of the valdalised burnt out timber dwelling known as "The Puffin", located at North Beach, Rush, Co. Dublin is or is not development, or is or is not exempted development.

This reference appeal is made by me Colin Brady the owner of the subject property referenced above, against the declaration issued by Fingal County Council on the 24th February 2023 2023, pursuant to Section 5(1) of the Planning & Development Act 2000, As Amended and Regulations made thereunder, that the proposal was not considered to be Exempted Development.

I now wish to seek a review of this decision by An Bord Pleanála pursuant to s. 5(3)(a) of the said Act. In making this appeal I would respectfully request that all previous documentation including Statutory Declarations, Correspondence from family and extended family, Certified Indentures, Legal documentation Deeds of Assignment, Stamp Duty Certificate and Energy bills in respect of "The Puffin", North Beach, Rush, Co. Dublin. ((I enclose for the Bords attention copies of all of the said documents referred to above)).

This appeal reference

The subject dwelling unit is located on the North Beach Rush Co. Dublin which has since 1985 accomodated a single storey house owned and lived in by my family. The house has the benefit of an ESB electrical supply, piped water connection, and existing septic tank and is currently occupied by a family member. It is in an area that is characterised by a diverse range of different dwellings of single and two storey designs. Most dwellings in the area are located on small compact sites.

The planning history will record that two previous planning applications were made on this site.

F21A/0076 – Retention permission refused for a 21.3 sq.. dwelling, on the basis that it contravened Objective RF42 of the Fingal Development Plan.

F22A/0382 – Retention permission again refused for reason related to noncompliance with Objective RF42.

This Section 5 reference appeal does not include any other alterations to ground levels, foul sewer systems, water supply or access and do not form part of this appeal. Any such changes will be the subject of separate future applications to the planning authority. It is however noted that the internal reports on planning file F22A/0382 that the Water Services Department have no objection to any of these matters. The Planning Department have no objection to access as one historically exists.

The planning authority refused to issue a certificate of exemption under Section 5 stating the following:

"The repair, renewal of the chalet known as "The Puffin" at North Beach, Rush, Co. Dublin is development and is NOT exempt development, and would not come the scope of Section 4(1)(h) of the Planning & Development Act 2000, as amended, not being works for the maintenance, improvement or other alteration of the original structure, but rather works for the provision of a new structure that has replaced the original structure".

The declaration under Section 5(1) of the Planning & Development Act 2000 was dated 24th February 2023.

The Submission

This Section 5 appeal is being made having fully reviewed all planning documents, comments, recommendations, planning reports and recommendations relevant to this matter, and having done so I am sure I can be excused by the Bord for my failure to understand some of the comments made therein.

It is not contested that a dwelling house existed on this site dating back to 1958 as identified on my legal documents submitted to FCC. This house was renewed and replaced from time to time and was deemed an authorised structure as it was in place before the appointed day, namely 1st October 1964. There is no contradicting evidence by the council to this fact.

Indeed an extract from the planners report in the previous planning application confirm this fact and was referenced as follows: - *"The planning officer undertook a planning search of the application site by way of an examination of planning applications on the hard copy mapping system for the period 1979 to 2001 and the digital mapping system from 1995 onwards. Based on this search it is apparent that the subject site accommodated a structure from at least 1979 onwards. Online mapping tools were also used to confirm the existence of a structure on the site over the past 15 years or so. Having regard to this information coupled with some of the documentation submitted on behalf of the applicant, including the legal documentation submitted, the **Planning Officer is satisfied that the site accommodated a single storey HOUSE** and that this application involves its replacement with a single storey bungalow. As such the provisions of the rural settlement strategy are not considered to apply in this instance".*

That original house had a floor area concrete of approx. 21.6 m. that slab has not been extended and contains the partial renewal restructuring work carried out to the vandalised burnt out dwelling. There are no original drawings available for the dwelling but photographs of the vandalised dwelling were submitted to the planning authority. I have since recovered some more photos of the site copies which I enclose for the Bords attention.

Assessment of Proposal

The planning authority effectively determined that given the extent of demolition and replacement of the original house, that the new build created a new dwelling which is not authorised. I strongly contest this view and having carried out extensive research on both high court state case decisions and previous decisions of An Bord Pleanala will rely on their decisions.

The Supreme Court - 084/03

This was a Judgement handed down by by Mr. Justice Mc Cracken delivered on 17th day of December 2004. The court referred to a previous order of Morris P dated 4TH February in this matter. The judge noted, - clearly s.4(1)(g), now 4(1)(h), by referring to "other alterations", implies that there can be alterations which do not materially affect the external appearance of the structure or render such appearance inconsistent with the character of the structure or of neighbouring structures. In that context , therefore , "alteration" cannot be confined to something which materially affects the appearance of the structure. The alteration which is contended for in the present cases the replacement on the gable wall of a new hoarding in place of the then existing hoarding.

One of the essential findings of the learned trial judge was what he called "the planning unit" consisted of the gable wall with the hoarding attached. It follows logically from this finding that there has been an alteration to the planning unit by the substitution of one hoarding by another.

The judge further stated that it is unreal to look at a hoarding of this nature as a structure in isolation from the rest of the building.

In consideration of the above opinion, I think it unreal for FCC to look at the renewal of the "The Puffin" in isolation from the rest of the structures and services located within the curtilage of the site, which was referred to above by the learned judge as "the planning unit". In my case that would include the original foundations, concrete floor slab of the original house, concrete toilet block, ESB pole and electrical connection on site, piped water supply and septic tank on site. The repair/renewal of the dwelling are substantially the same size and appearance to that which has been in place since 1958.

In Cardiff v O Connell(1986) IR73 a balcony and staircase were erected at the rear of a building on which there had, some years previously, been a balcony and staircase, although of different dimensions. At page 77 Justice Finlay CJ said:

"It is clear that if a structure had a particular adjunct such as a balcony and staircase, and if for a relatively short period of time that had been removed or had become demolished, its replacement with one of substantially the same size and appearance would not materially affect the external appearance of the structure on the basis that immediately when work commenced no balcony or staircase existed."

In the case of "The Puffin" I would ask that consideration be also given to the fact that the works were renewal works carried out to comply with health and safety and that this Section 5 reference appeal would never have to be made, if the house on site was not vandalised and fire damaged by an unknown occupant and caused gardai to attend.

High Court

The works the subject matter of this reference appeal relate solely to the replacement of timber wall cladding and roof. In this regard I would refer An Bord Pleanála to, and rely on, the judgement of the High Court Mr. Justice Keane No. 41 MCA of Fingal County Council V David Byrne. The character of the structure in that case consisted of a dwelling house by the sea in an area of high amenity. The learned judge on that occasion found and was satisfied that, the replacement of the timber look a like cladding to the external of the dwelling with external brickwork cladding was exempted development within the meaning of Section 4(1)(g) now 4(1)(h) of the Local Government (Planning & Development) ACT 1963.

Bord Pleanála

I would request the Bord to review my case with reference to the above matters and court decisions. I would further refer to the decision of Bord Pleanála with particular reference to Ref. 27.RL2572. The bords decision in this case referred to a section 5 reference appeal at Rose cottage, Brockagh, Glendalough, Co. Wicklow. The section 5 reference appeal referred to a domestic extension and the repair and renewal to a cottage. The Bord concluded that:

- (a) The works of repair renewal to Rose Cottage are of a nature and scale consistent with the purposes of maintenance, improvement, or other alterations to a structure and do not materially affect the external appearance of the structure so as to render the appearance inconsistent with the character of the structure.
- (b) The works come within the exempted development provisions of Section 4(1)(h) of the Planning & Development Act 2000-2023; and are exempted development.

Conclusion

For these and all other reasons referred to in this appeal, I respectfully suggest that the planning authority due to lack of history documentation or personal knowledge of the site have erred in their decision which diminishes natural justice and denies me my civil right to make good my property, notwithstanding the volume of supporting documentation legal and otherwise submitted that the works in this case were of repair and renewal. In such circumstance I would sincerely and respectfully request An Bord Pleanála to reverse the decision of Fingal County Council planning authority and make a declaration to the effect that the works of repair and renewal to The Puffin are of a nature and scale consistent with

the purposes of maintenance, improvement or other alteration to a structure so as to render the appearance inconsistent the character of the structure.

I respectfully ask An Bord Pleanala in exercise of the powers confirmed on it by Section 4(3)(a) of the 2000 Act that the works come within the exempted development provisions of Section 4(1)(h) of the Planning and Development Act 2000.

Signed-----

Colin Brady.

Date: 20th March 2023.

Enclosures. Grounds of Section 5 reference appeal.

Copies of site location map with site outlined in red.

Copy of site / block plan/layout plan drawn to a scale of not less 1:500.

Copy of drawing of proposed development not less than 1:200.

Photos of vandalised dwelling.

Previous documentation submitted to Fingal County Council :

- Statutory Declaration dated 10th February 2021.
- Correspondence from family and extended family
- Certified Indenture dated December 1958
- Legal documentation dated October 1973 regarding same
- Legal Agreement made 1971.
- 2 No. Indentures dated 1984.
- Deed of Assignment dated February 2018
- Energy bills in respect of The Puffin, North Beach, Rush, Co. Dublin
Rush, Co. Dublin.
- Photographs of vandalised dwelling
- Copy of Fingal County Council decision to Refuse Section 5
Declaration considered to be not exempted development
- Requisite appeal fee of €220
- Extracts from precedent court decisions.
- Extract from Bord Pleanala decision on Rose Cottage
- Previous planning statements to Planning Authority.
- Declaration submission to FCC and receipt.



Colin Brady
Killeen
Baskin Lane
Cloghran
Co Dublin
K67 P9R6

FINGAL COUNTY COUNCIL

SWOL 5
THANK YOU
M****88805 TID****4756
AID : A0000000031010
Visa Debit
VISA DEBIT
**** * 7309
ICC PAN SEQ 02

SALE
CARDHOLDER COPY
PLEASE KEEP THIS RECEIPT
FOR YOUR RECORDS

AMOUNT €80.00

Verified by PIN

TH. YOU
11:22 30/01/23

AUTH CONF: 569906

NOTIFICATION OF DEC
PLANNING & DEVELOPMENT ACT 2000, AS AMENDED.

Decision Order No. PF/0397/23	Decision Date: 24-Feb-2023
Ref: FS5/004/23	Registered: 30-Jan-2023

Area: Rush Lusk

Applicant: Colin Brady

Development: Repair, renewal of house.

Location: North Beach, Rush, 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 30-Jan-2023 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. The repair, renewal of the chalet known as 'The Puffin' at North Beach Rush, is development and is NOT exempt development, and would not come within the scope of Section 4 (1)(h) of the Planning and Development Act, 2000, as amended, not being works for the

Development Management Section,
Planning & Strategic
Infrastructure Department
Fingal County Council
County Hall
Swords
Co. Dublin K67 XBY2.

Kileen,
Baskin Lane,
Cloghran,
Co. Dublin,
K67 P9R6.

Re: Declaration under Section 5 of the Planning & Development Act 2000.

Dear Sir/Madam,

I make this submission in the matter of the above application and seek a Declaration of Exemption for the works referenced under the Exempted Development provisions of the Planning and Development Act 2001-2022.

The Details of Reference. Whether the works of partial repair, renewal, restructuring and replacement of the vandalised burnt out timber dwelling known as the "The Puffin", located at North Beach, Rush, Co. Dublin, is or is not development, or is or is not exempted development."

In making this submission, I had regard particularly to: -

- (a) sections 2,3 and 4(1)(h) of the planning and Development Act. 2000, and
- (b) Articles 6 and 9 of the Planning and Development Regulations, 2001, and
- (c) Classes 1 and (50)(a)(a) of Part 1, Schedule 2, of the Planning and Development Regulations 2001.
- (d) The previous history of the site and the nature and extent of the works carried out and all previous documentation submitted to Fingal County Council in relation to these lands. They include:
 - Statutory Declaration date 5th August 2020.
 - Correspondence from family and extended family.
 - Certified Indenture dated December 1958
 - Legal documentation dated October 1973 regarding same.
 - Legal agreement made in 1980.
 - Indenture dated October 1984.
 - Deed of Assignment dated February 2018.
 - Energy bills in respect of "The Puffin", North Beach, Rush, Co. Dublin.
 - Amended Stamp Certificate in respect of "The Puffin", North Beach, Co. Dublin.

The Council will be aware that two previous planning applications were made in relation to this site. This Submission/Section 5 Reference is being made with reliance on FCC. V Keeling & Sons (2005) 21. R108 case where the Supreme Court concluded that no issue of Estoppel can arise merely by the making of a planning application.

The previous documentation submitted to the Council and referred to above clearly proves the existence of a bungalow dwelling on the subject site since 1958 and was renewed and replaced from time to time. The bungalow was deemed an authorised structure as it was in place before the appointed day, namely 1st October 1964. There is no contradicting evidence by the Council to this fact.

Indeed an extract from the planners reports in the previous applications confirms this fact and was referenced as follows: - "The planning officer undertook a planning search of the application site by way of an examination of planning applications on the hard copy mapping system for the period 1979 to 2001 and the digital mapping system from 1995 onwards. Based on this search it is apparent that the subject site accommodates a structure from at least 1979 onwards. Online mapping tools were also used to confirm the existence of a structure on the site over the past 15 years or so. Having regard to this information coupled with some of the documentation submitted on behalf of the applicant, including the legal documentation submitted, the **Planning Officer is satisfied that the site accommodated a single storey house** and that this application involves its replacement with a single storey timber bungalow. As such the provisions of the rural settlement strategy are not considered to apply in this instance".

It is obvious that the Council planning officers have not, or do not know, from their own direct knowledge what existed on this site prior to their only one visit in 2020. They therefore cannot give any direct evidence of the size of the previous dwelling, the location of the previous dwelling, the floor area of the previous dwelling or its continuous use or occupation up to that date. For information purposes photos of the vandalised dwelling are enclosed.

The works entailed the repair, renewal, restructure and replacement of the vandalised dwelling on site. It is not in any material way different from that which was on site since 1958 and the new timber cladding is located on the existing floor slab and foundations and is identical in its dimensions with that which immediately pre-existed it.

Clearly s. 4.(1)(g), by referring to "other alterations", implies that there can be alterations which do not materially affect the external appearance of the structure or render such appearance inconsistent with the character of the structure or of neighbouring structures. The alteration provided for in this case is the replacement of walls and roof in place of the previous vandalised dwelling. It is not a protected structure.

I think it unreal to look at the renewal of "The Puffin in isolation from the rest of the structures and services on site." The Council must consider all structures and services within the site. This view has previously been taken in Supreme Court judicial decisions. The area within the red line is referred to as "the planning unit". In this case that would include the existing foundations, concrete floor slab of the original house still on site, the concrete toilet

block still located on site, the ESB pole and connection still on site, the septic tank still on site and piped water supply still on site. The works to the dwelling are substantially the same size appearance to that which has been in place since 1958.

This section 5 reference does not include any other alterations to ground levels, fouls sewer systems water supply or access and do not form part of this reference. Any such changes will be the subject of separate future planning applications to the planning authority.

In conclusion I ask that consideration be given to the fact that this Section 5 would never have to be made other than the house on site was vandalised and fire damaged by an unknown occupant who caused gardai to attend and remove the occupant from the property.

I therefore respectfully request that the above facts be fully considered and having done so will be in a position to issue a declaration to the effect that the works carried out are development but exempted development.

Yours Sincerely,



Colin Brady.

Attached Documents:

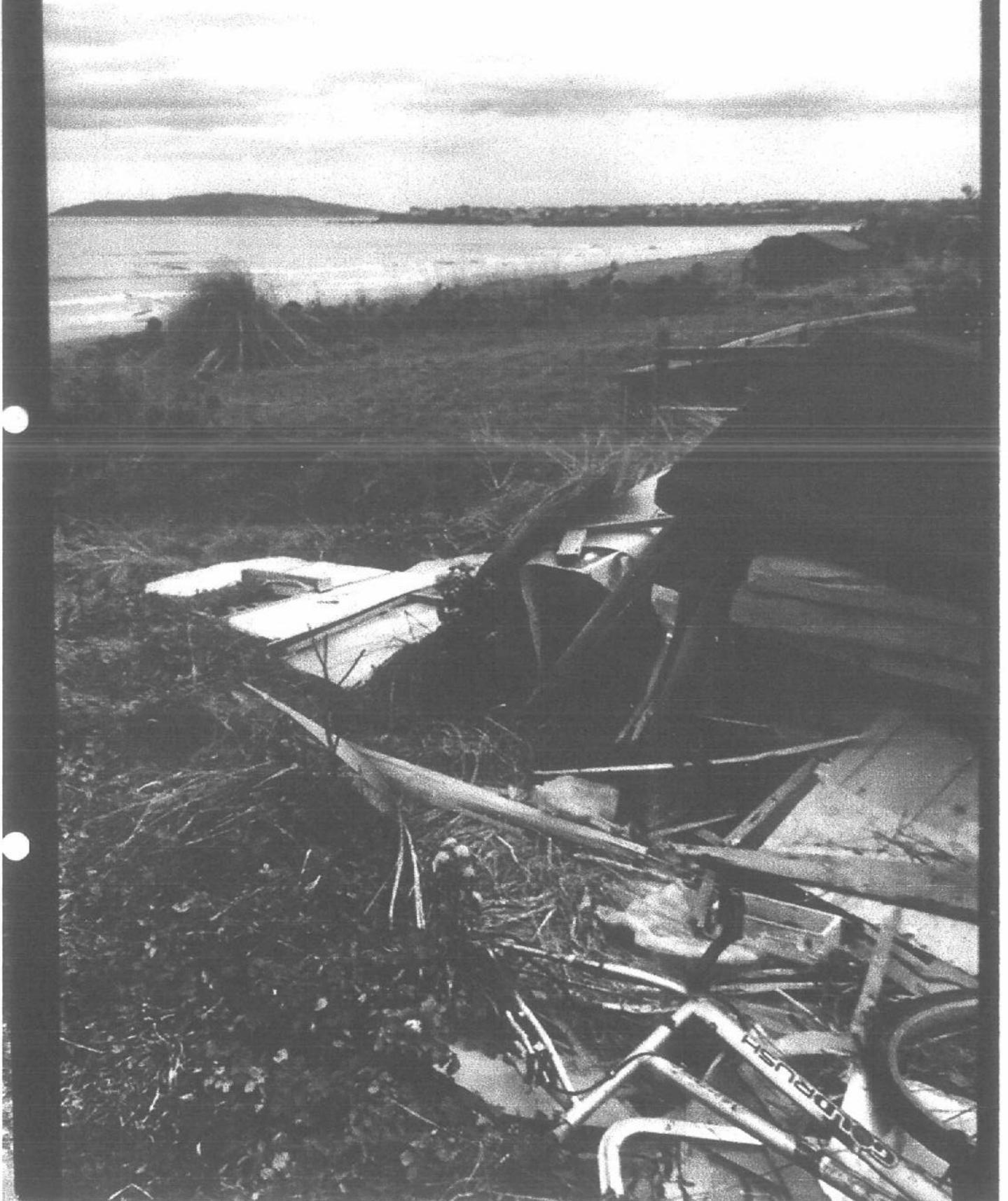
- Completed Application Form
- 4 copies of site location map with site in red
- 4 copies of site plan /block plan /layout plan drawn to a scale of not less than 1;500
- 4 copies of drawing of proposed development preferably drawn to a scale of not less than 1;200 and any other particulars required to describe the works to which the development relates.
- Photos of vandalised dwelling.
- Fee of €80.



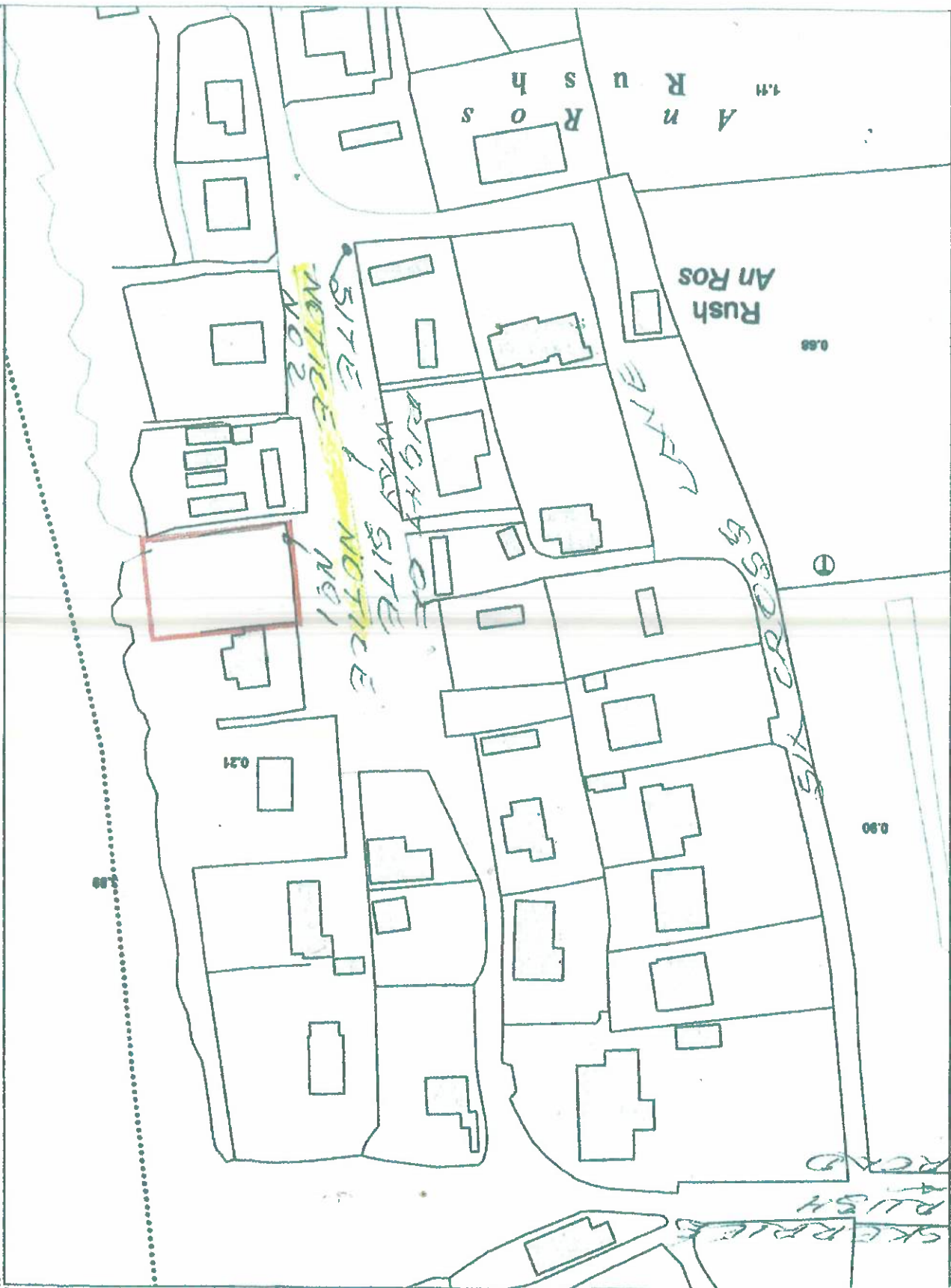
Dublin - North Beach

23 March 2018 16:01

Edit







SIX CROSS LANE

RIGHT OF WAY

GRASS VERGE

9000

SITE NOTICE No.1 17400

TIMBER FENCE

ESB POLE

ESB OVER HEAD LINE

ESB METER BOX

PEDESTRIAN WAY

CARAVAN PARK

24900

7250

TIMBER FENCE

9500



17400

11800

12000

6660

1400

74980

3700

3650

9300

100mm WASTE PIPE

100mm WASTE PIPE

TOILET

PUPPIN TIMBER BUNGALOW

TIMBER STRUCTURE

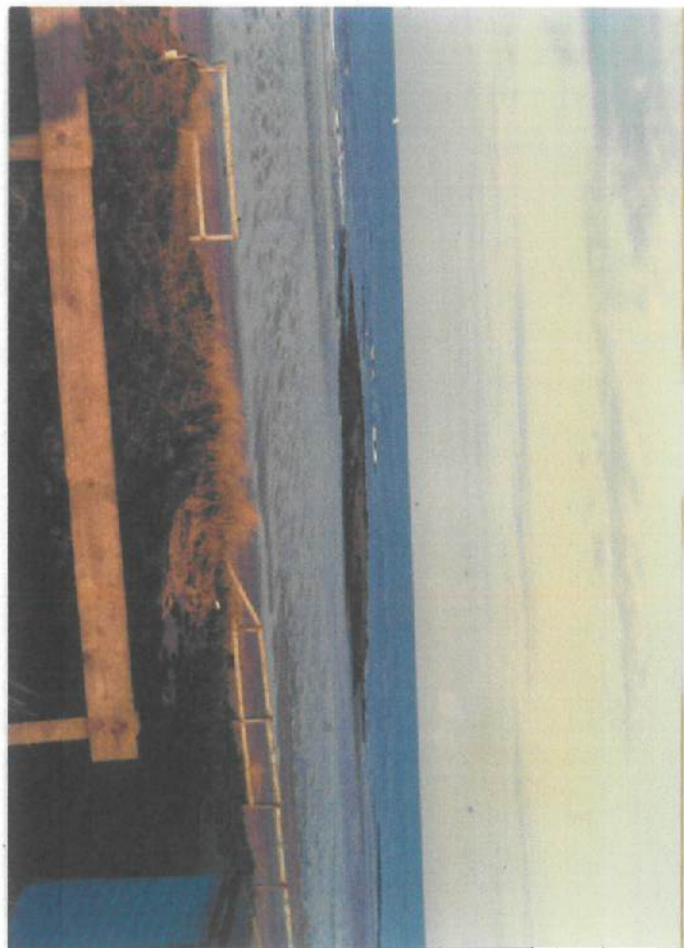
TIMBER FENCE

APPROXIMATE LOCATION OF SEPTIC TANK CONNECTION

EXISTING BLOCK PLAN
SITE OUTLINED IN RED
SCALE 1:200

AREA OF SITE = 436.50 sq.m.
AREA OF DEVELOPMENT = 21.3 sq.m.

OS REF. 2791-B
726789 E 755041 N



1984



Show More

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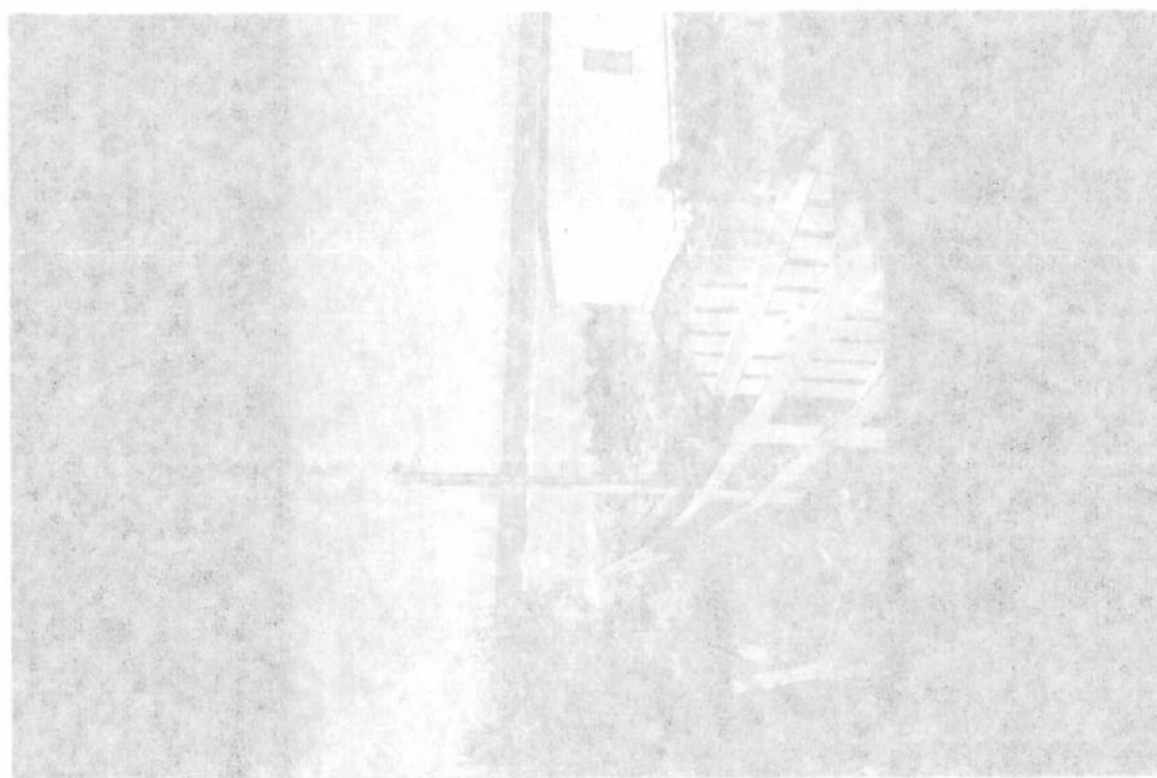


2022

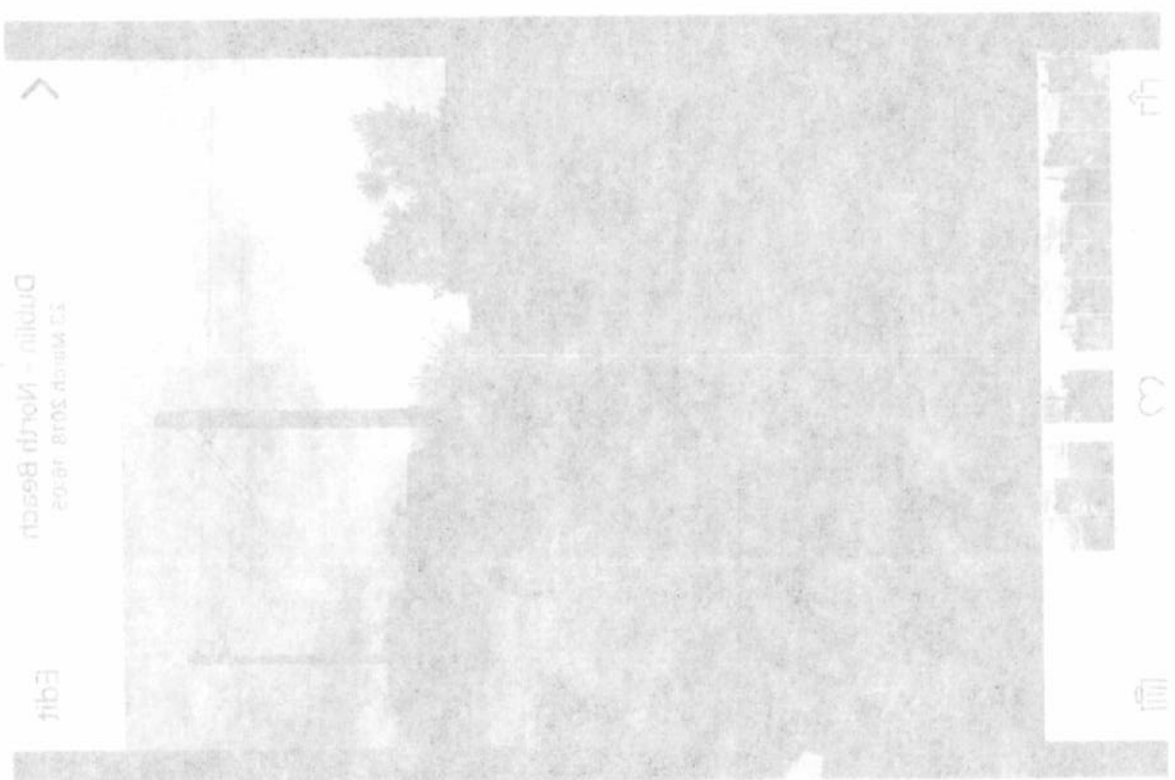
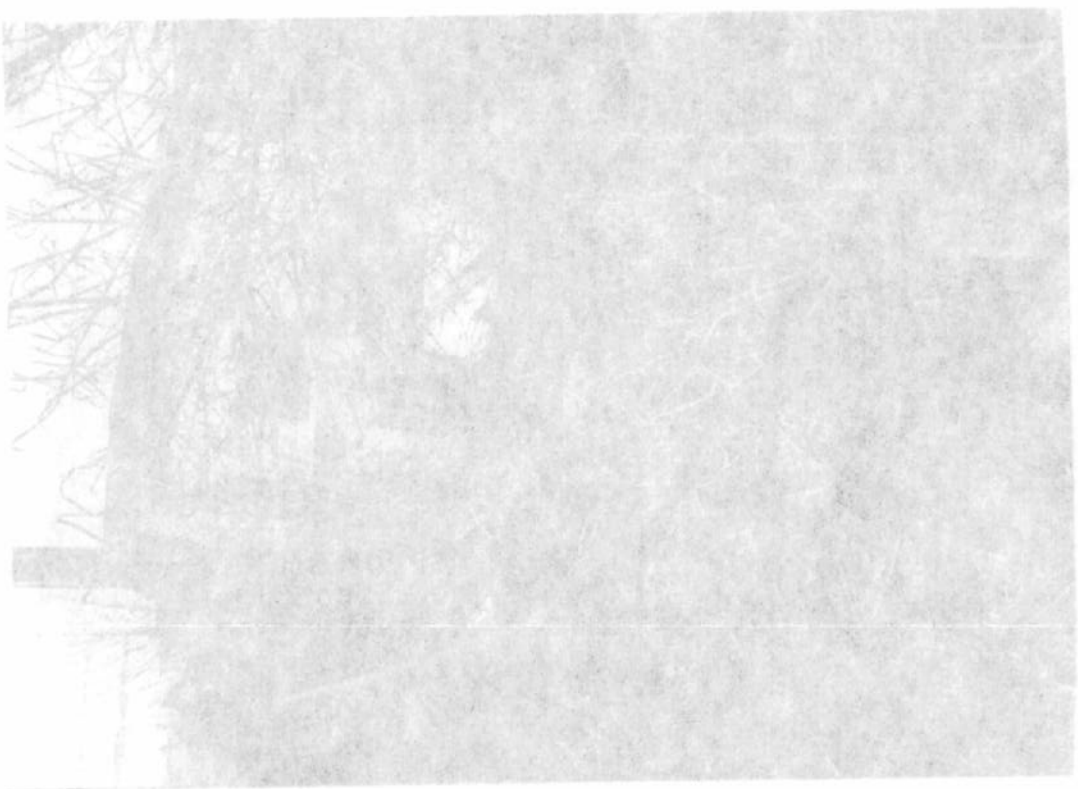


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Dublin - North Beach
23 March 2018 16:06

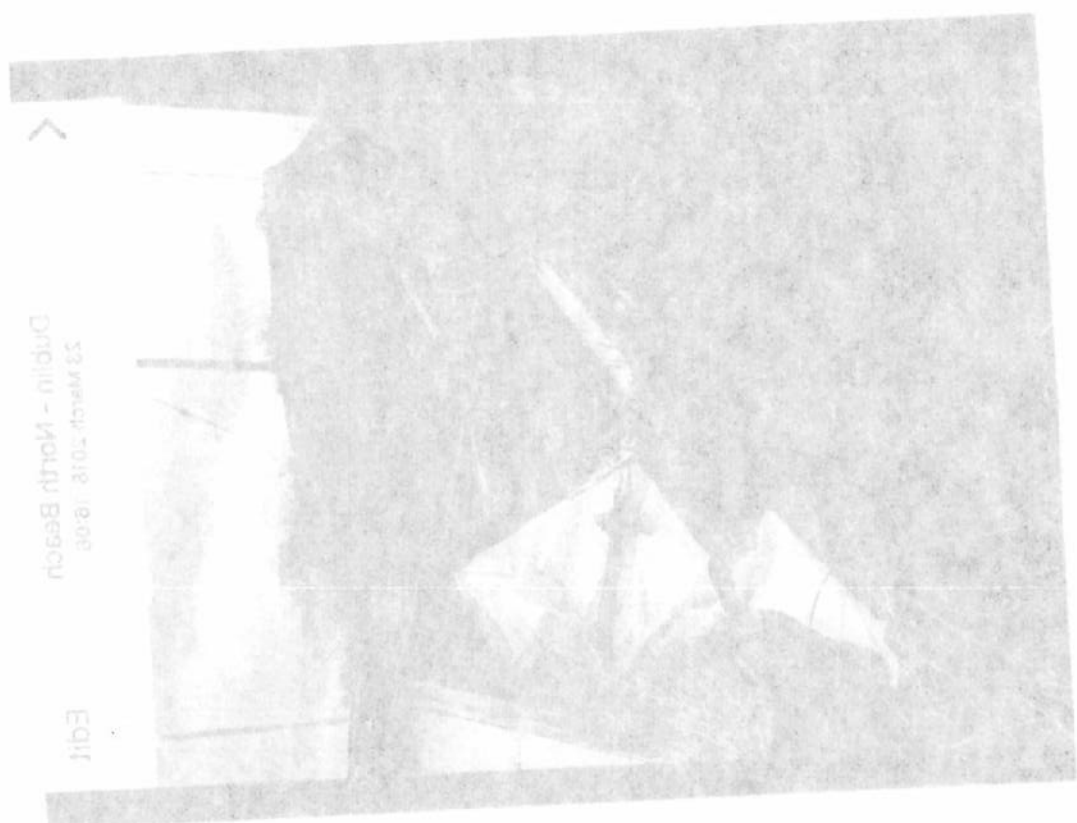
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Dublin - North Beach
23 March 2018 16:01

Edit





Fingal County Council,
Planning & Strategic,
Infrastructure Department,
County Hall,
Main Street, Swords,
Co. Dublin.

06-AUG-20 F20A/0382
FINGAL CO.CO. PLDEPT

**Re: Retention Permission sought for the replacement of the existing summer home "Puffin"
at Six Cross Lane, North Beach, Rush, Co. Dublin.**

Dear Sir / Madam,

We submit on behalf of our client Colin Brady a planning application for retention permission for the replacement of the demolished structure with a small 21.3sq. m. modern structure, comprising a single storey bungalow style dwelling, to match the existing dwellings in the immediate vicinity and surrounding area.

As per the attached correspondence indentures, maps and details, the original house was the residence of our client's family since 1984. The "Puffin" was originally built circa. 1958 and used by our clients extended family on week-ends and during the summer holiday months of May to September. The site had the benefit of existing piped water supply, drainage and ESB facilities and there is no additional demand for same sought.

This continued up to early 2013 when unfortunately, unauthorised persons took over and occupied the property and were in 2016 removed from the property by the gardai. Sometime later the property was vandalised to the extent that it had, in the interest of health and safety, to be removed. The site was completely cleared, and all structures and debris removed. The small replacement house erected has an internal floor of 21.3 sq.m. and replaced the original floor area of 32 sq. m. with a smaller modern structure.

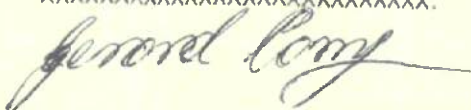
The rebuilt dwelling is modest in area and height and is designed to fit in and assimilate with similar existing dwellings in the area with the minimum of impact or loss of residential amenity.

From the documentation and indentures submitted the Council will see that our client and his immediate family have a long-established tradition of living in the North Beach area.

In such circumstances we would with respect, request that the permission sought by our client to reconstruct the structure known as "Puffin" with a modest modern single storey dwelling be granted in this instance.

Yours Sincerely,

XXXXXXXXXXXXXXXXXXXXXXXXXXXX.



**PLANNING APPLICATION
FOR**

06-AUG-20 F20A/0382
FINGAL CO.CO. PLDEPT

"PUFFIN"

NORTH BEACH,

RUSH,

COUNTY DUBLIN.

AUGUST 2020.

SCHEDULE OF ATTACHMENTS.

- Cover Letter-----1 copy.
- Planning Application Form ----- 1 Copy.
- Site Notice----- 1 Copy.
- Newspaper Advert----- 1 Copy
- Statutory Declaration----- 1 Copy.
- Indentures and Maps-----1 Copy.
- Support Letter-----1 Copy.
- Ground Rent receipts----- 1 Copy.
- ESB bills from the "Puffin"----- 1 Copy.
- Delivery Dockets-----1 Copy.
- Plans, Sections and Elevations-----6 Copies.



Fingal County Council,
Planning & Strategic,
Infrastructure Department,
County Hall,
Main Street, Swords,
Co. Dublin.

16th February 2020.

Re: Retention Permission sought for the replacement of the small single storey timber bungalow and for the construction of a new waste- water treatment and surface water drainage systems at "Puffin", Six Cross Lane, Rush, Co. Dublin.

Dear Sir/Madam,

We are retained by our client Colin Brady and submit on his behalf a planning application for the works referenced above and contained in the statutory newspaper and site notices.

A range of documents and correspondence has already been submitted to the Planning Authority in relation to a previous application (F20A/0382) on this site including Indentures, Statutory Declaration, Deeds of Assignments, Energy Bills and Amended Stamp Certificate. We would respectfully request that these documents be read in conjunction with this revised application.

As per the attached correspondence the original dwelling was erected on this site in 1958 and used as a residence over that period up to 2016 when it was vandalised and had to be removed. We note from the planning officers report that a very detailed planning search of the application site was carried by way of an examination of planning applications on the hard copy mapping system for the period 1979-2001 and the digital mapping system for the period 1995 onwards. The officer concluded that based on this search it was apparent that the subject site accommodated a structure for at least 1979 onwards. Online mapping tools were also used to confirm the existence of a structure on the site over the last 15 years or so. Having regard to this information coupled with some of the documentation submitted,

the planning officer **was satisfied** that the site accommodated a **single storey house**, and that the application involved its replacement with a single storey timber bungalow. It was further noted and accepted by the area planner that no undue impacts on the visual or residential amenity of the area would occur arising from the development as proposed.

Notwithstanding the above, permission was refused for two specified reasons:

- 1 Objective RF42 of the Fingal Development Plan 2017-2023 relates to the replacement or conversion of chalets in exceptional circumstances subject to a number of different criteria being met. The applicant has not submitted evidence to demonstrate compliance with this objective. In the absence of such information the development to be retained would therefore materially contravene Objective RF42 of the Fingal Development Plan 2017-2023 and as such, would be contrary to the proper planning and development of the area.
- 2 Having regard to the information submitted with the planning application, specifically the inadequacy of information in respect of foul drainage, the lack of information in relation to surface water drainage and in the absence of an Appropriate Assessment Screening, it has not been demonstrated to the satisfaction of the Planning Department that the development to be retained would not have a significant effect on Rogerstown SAC and SPA and the Rocabill to Dalkey Island SAC, either alone or in combination with other plans or projects. The proposal, would therefore, be contrary to the proper planning and sustainable development of the area.

In the interest of clarity, we propose to deal with the said reasons in the same numerical order in the following terms:

In order to demonstrate compliance with RF42 of the Fingal County Development Plan 2017-2023, a Statutory Declaration is submitted detailing evidence to demonstrate compliance and signed by:

- Lesley Meyer
- Joan Brady
- Colin Brady

The evidence, in tandem with all other correspondence submitted proves that this is a LEGACY SITE which accommodated a dwelling and had the on- site benefit of a septic tank and ESB connection. This fact has been confirmed following a detailed search/examination of the planning documents and mapping systems referred to in the planning officers report of September 2020 (F20A/0382) page 6, Paragraph 2 - *"the Planning Officer is satisfied that the site accommodated a single storey house, and that the application involves its replacement with a single storey timber bungalow"*. During that period of time since 1958 the residential use of the site or unit thereon was never abandoned. We therefore with

respect strongly reject any inference that the replacement proposed would in any way contravene Objective 42 as alleged.

The Council's concerns in relation to the inadequacy of information submitted in relation to foul and surface water drainage is noted in Reason 2 of the previous decision to refuse planning permission.

In this regard our clients have commissioned the professional services of Hydrocare Environmental Limited to carry out soil percolation and investigation tests and the preparation of a Site Investigation Report. The said report was completed on 1st February 2021 and submitted with this application. The conclusion of the expert's report will confirm that the new proposal represents a significant upgrade on the existing shared septic tank arrangement which has been in existence for over 30 years. The EPA Manual for Design of Treatment Plants 2009 for one off houses refers to legacy sites and supports upgrading of existing foul waste systems to ensure compliance with public health, water quality and environmental protection requirements.

The planning authority has further concern in relation to the absence of an Appropriate Assessment Screening Report being submitted. Having noted this concern our client commissioned the services of EHP Services providing specialist town planning and environmental planning services to carry out a Stage1 Appropriate Assessment Screening Report for our client's development at North Beach, Rush, Co. Dublin.

The said report was completed on 9th February 2021, a copy of which is submitted with this application. The conclusion of this report confirms that the existing dwelling on site will have no negative impacts upon any European Sites comprising the Natura 2000 network.

A finding of no significant impact (FONS) can be subsequently and confidently reached.

The proposed development does not therefore necessitate or warrant progression to Stage 2 Appropriate Assessment.

In conclusion it is clear from the documentation and declarations submitted that our client and his family have a long-established tradition of living in the North Beach area. The correspondence clearly identifies the subject site as a Legacy site that clearly accommodated a dwelling, fully serviced with a septic tank, access and electricity connection.

The Council's concerns in relation to foul and surface water have been successfully addressed in the Characterisation Report by Hydrocare Environmental Ltd. in addition to the Appropriate Assessment Screening Report compiled by EHP Services.

We would in such circumstances respectfully request that the permission sought be granted in this instance.

#

STATUTORY DECLARATION.

(PRIVATE & CONFIDENTIAL.)

IN THE MATTER OF THE LOCAL GOVERNMENT

(PLANNING AND DEVELOPMENT ACTS 1963-2020 - AS AMENDED),

AND

**IN THE MATTER OF A DWELLING THE "PUFFIN" AT SIX CROSS LANE, NORTH BEACH,
RUSH, COUNTY DUBLIN ALL COMPRISED**

**IN FOLIO NO. 5593 COUNTY DUBLIN INCORPORATING FRONT AND REAR GARDENS
AND DWELLING THEREON.**

**DECLARATION OF LESLEY MEYER, JOAN BRADY (Nee Buckley), AND COLIN
BRADY. (Son)**

**We, the undersigned of Rush, Baskin, and Swords County Dublin, Solemnly and
Sincerely Declare from our own personal knowledge and in the interest of clarity
and certainty the following:**

- 1. The property to which this declaration relates is a dwelling located at North Beach
Rush, County Dublin comprised in Folio 5593 incorporating front and rear gardens,
water and sewage facilities and residential structure thereon.**
- 2. The property known as "The Puffin" was owned and occupied as a dwelling house
since 1958 by the Gully and Craig families and Lesley Meyer a niece Frank Gully of**

and signatory to this declaration and was their shared residence on an ongoing basis up to 1984 (a period of 26 years). The property was purchased jointly from them by Joan Brady's parents (William & Molly Buckley) and others, by Deed of Assignment dated 10th October 1984. The dwelling was the residence of the Brady family until 2009. It was vacated and subsequently occupied by Colin Brady for a period of 3 years. Unfortunately, due to some family and probate issues, the property was not lived in except occasionally at weekends. In 2014 unauthorised occupation of the dwelling took place, requiring gardai assistance to regain control of the property in 2016. It was subsequently vandalised beyond repair and for health and safety reasons demolished. The property was subsequently, by Deed Assignment and Grant in 2018 gifted to their son Colin Brady the current owner of the property.

- 3 The dwelling known as the "Puffin" was built in 1958 as was the shared residence of the Gully, Craig, and Brady families until 2012. They were joined during summer holidays and weekends by our extended families who also parked a mobile home on site. The undersigned can from their own direct knowledge confirm that the dwelling was a family home used from 1958 (until it was vandalised and rendered unusable in 2016) without any interruption, complaint or interference from Dublin County Council or subsequently by Fingal County Council
- 4 During that period, no notices of any sort were served upon any occupiers or families by the Local Authority in connection with the property or use thereof.
- 5 We make this Declaration from our own direct knowledge, consciously believing the same to be true and by virtue of the Statutory Declarations Act 1938 for the benefit of Colin Brady.

Signed:

Lesley Meyer

(Niece of Frank Gully)

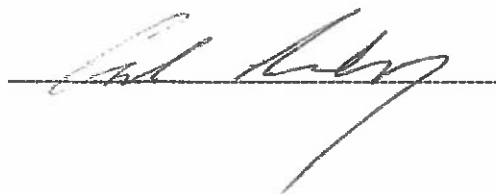
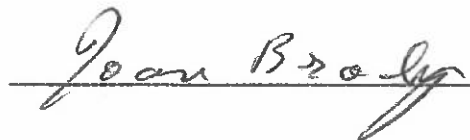
Joan Brady (Nee Buckley)

(Applicants Mother).

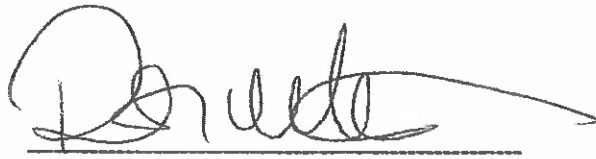
& Previous Owner.

Colin Brady

(Owner).



DECLARED BEFORE ME.



COMMISSIONER FOR OATS.

10th February
DATE. ~~JANUARY~~ 2021.

Peter E. Matthews
Practising Solicitor
Matthews Solicitors
53 Thomas Hand Street
Skerries
County Dublin

1st August 2020

To Whom It May Concern,

This is to advise that in 1953 the summer house (Puffin) existed and was situated on the site North Beach, Rush, County Dublin leased by Mr. Frank Gully my uncle. In 1984 the site lease was sold with the summer house Puffin still in place.

The present house owned by Mr Colin Brady is placed on the original location of the original summer house.

A handwritten signature in cursive script, reading 'Lesley Meyer'.

Lesley Meyer

Niece of Mr Frank Gully

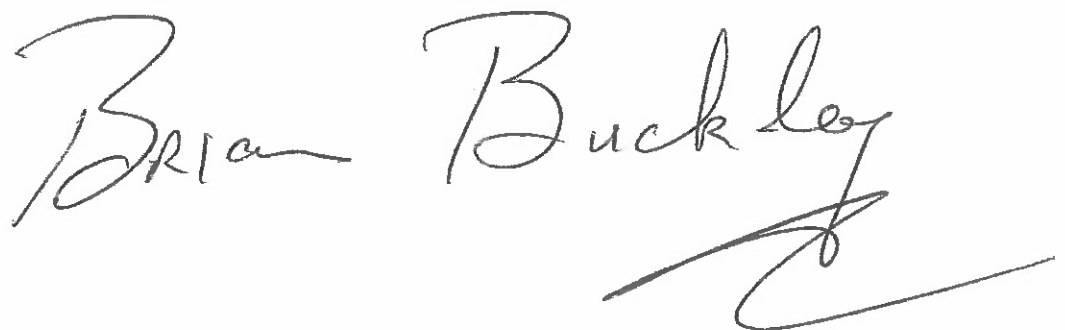
28th July 2020

To whom it may concern,

I am Colin Brady's uncle, I would like to confirm that since 1984 when we purchased the summer house our family spent most holidays at the North Beach.

My children spent their summers there and other holiday periods along with Aunts, Uncles, Cousins and Grandparents.

Brian Buckley

A handwritten signature in cursive script that reads "Brian Buckley". The signature is written in dark ink and includes a long, sweeping horizontal stroke at the bottom.

27th July 2020

Mrs. Linda Flanagan,

I Linda Flanagan formerly Linda Buckley and Colin Brady's Aunt would like to confirm that since 1984 when my family purchased the summer house, Puffin our family spent most holidays at the North Beach.

My three children Alan, Laura and Owen spent extended summers May to September and every holiday period there, along with their Grandparents, Aunts, Uncles and Cousins.

I was responsible for paying the ESB Bills.

Linda Flanagan

Linda Flanagan.

27th July 2020

To whom it may concern,

I am Colin's Aunt Veronica Bennett formerly Buckley and wish to state that in 1984 when my family purchased the summer house, Puffin our family spent holidays at the North Beach.

My children spent holidays at north beach from May to September and other holiday periods with family.

Veronica Bennett

Veronica Bennett

2 August 2020

Please note the following:-

I am Colin Brady's mother and formerly Joan Buckley, I would like to confirm that since 1984 when we purchased the summer house Puffin our family spent most holidays at the North Beach.

My four children Colin, Fiona, Sinead and Siobhan and my grandson Stephen spent extended summers there from May to September and every holiday period there.

Joan Brady Buckley

A handwritten signature in cursive script that reads "Joan Brady". The signature is written in dark ink and is positioned to the right of the printed name.

1 August 2020

TO WHOM IT MAY CONCERN,

My name is Joanne Douglas, Colin Brady's cousin. I have a mobile home in the mobile home park at Six Cross Lane, Rush.

I wish to confirm that in 2016 I notified the Garda of an unauthorised person living in Puffin.

Neighbours in the area had expressed their concerns over this person also.

Subsequently the Garda removed the person from the summer house.

Joanne Douglas

Joanne Douglas (O'Shea)
11 Keshmore Hill
Rathoe
Co. Carlow

(087 6289265)

1958

This Indenture

made the 17th day
of November

One thousand nine hundred and fifty eight BETWEEN PATRICK

FLYNN of St. James, The Bawn, Rush in the County of Dublin

and JOSEPH FLYNN of Skerries Road, Rush aforesaid both

formerly of Kilbush Lane, Rush in the County of Dublin,

Farmers (hereinafter called "the Lessors" which expression

shall include their heirs, executors, administrators and

assigns where the context so admits) of the one part and

Frank Metchette Gully of 370 Howth Road Raheny in the County

of the City of Dublin, Accountant, (hereinafter called "the

Lessee" which expression shall include his heirs, executors,

administrators and assigns where the context so admits) of the

other part WITNESSETH that in consideration of the sum of

pounds 100 to be paid by the Lessee to the Lessors and on the part

of the Lessors to be performed and observed the Lessors

do demise unto the Lessee All That piece of plot being part

of the lands described in Folio 5593 of the Register County

Dublin more particularly specified in the Schedule hereto

EXCEPTING AND RESERVING THEREOUT all mines and minerals

whatsoever together with the free and uninterrupted passage

and running of water, soil, sewage, gas and electricity from

the other buildings and lands of the Lessors and their Lessees

or tenants adjoining or near to the said premises by or through

water pipes, water courses, drains, sewers, septic tanks, gas

pipes and electric wires, poles or cables in or under the said

demised premises TO HOLD the same unto the Lessee from the

1st day of May 1957 for and during the full term and space of

ninety nine years subject to any right of mining and taking

minerals and digging and searching for mines and minerals and

such other rights as under the provisions of the Land Acts

are reserved to or vested in the Land Commission or the State

be the said Lessee yielding and paying therefore and thereout

unto the Lessors during the said term the yearly rent of Twelve

pounds

pounds to be paid by equal half yearly payments on the first day of November and first day of May in each and every year over and above all rates taxes charges and impositions whatsoever (quit rent, crown rent and landlord's proportion of Income Tax only excepted) the first half yearly payment of the said rent to be made on the first day of November 1958 in respect of the half year ending that date Provided Always that if the said reserved rent or any part thereof shall happen to be behind or unpaid for or by the space of twenty one days next after either of said days whereon the same ought to be paid as aforesaid whether legally demanded or not then and so often as it shall so happen it shall be lawful for the Lessors into the said demised premises and every part thereof to enter and distrain and the distress and distresses then and there found to take lead drive and carry away and dispose of according to law for payment of said rent all arrears thereof and the costs of distraining for the same and if no sufficient distress shall or may be found upon the said premises to satisfy the said rent and all arrears thereof or in the event of breach of any of the covenants herein contained then and in such case it shall be lawful for the Lessors into the said premises or any part thereof in the name of the whole to re-enter and the same to have again re-possess and enjoy as in their first estate as if these presents had not been executed or had expired by effluxion of time anything to the contrary in any wise notwithstanding and the Lessee doth hereby covenant with the Lessors and each of them that he the Lessee shall and will during the term aforesaid pay the said reserved yearly rent of Twelve pounds on the days and times and in the manner aforesaid appointed for the payment thereof over and above all rates taxes charges and impositions save as aforesaid and will pay and

by any local or Sanitary Authority or other Body or Authority which may be substituted therefor or any other proper Body or Authority upon or in respect of the said Premises and also that he will permit the Lessors or any person or persons authorised by them or either of them in that behalf at any time to enter upon the said demised premises for the purpose of performing and doing all things as may be required by any local or Sanitary Authority or other Body or Authority which may be substituted therefor or any other proper Body or Authority upon or in respect or in connection with or for the accommodation of any property adjoining or near the said premises and also for the purpose of connecting to any new or existing service of lighting or drainage or as otherwise may be required by the Local or Sanitary Authority or other substituted Body or Authority or any other proper Body or Authority doing as little damage as may be to the said premises hereby demised and ~~without any unreasonable delay~~ *and as aforesaid erected thereon* without any unreasonable delay but without making any compensation for any temporary damage or inconvenience to the Lessee and also he the Lessee shall and will at his own expense enclose the said plot of ground with a substantial wall hedge or other fence to the satisfaction of the Lessors and also will not without the consent of the Lessors or either of them erect any building or construction on said plot of ground other than the one bungalow or dwellinghouse already erected thereon by the Lessee at his own expense and will not without such consent as aforesaid make any structural alterations to the said bungalow or dwellinghouse and will not use or permit to be used the out offices of said bungalow or dwellinghouse as a separate dwellinghouse or houses or in any way separate from said dwellinghouse and that he the Lessee will at his own expense during the said term well and

he the Lessee shall and will at his own expense enclose the said plot of ground with a substantial wall hedge or other fence to the satisfaction of the Lessors and also will not without the consent of the Lessors or either of them erect any building or construction on said plot of ground other than the one bungalow or dwellinghouse already erected thereon by the Lessee at his own expense and will not without such consent as aforesaid make any structural alterations to the said bungalow or dwellinghouse and will not use or permit to be used the out offices of said bungalow or dwellinghouse as a separate dwellinghouse or houses or in any way separate from said dwellinghouse and that he the Lessee will at his own expense during the said term well and sufficiently maintain preserve and keep in repair the buildings erected on the said premises and at the end of the said term or other sooner determination thereof shall so yield and deliver up the same unto the Lessors and also will not carry on or permit or suffer to be carried on in or upon the said premises any offensive trade or business or allow the same to become a

nuisance but will use said premises as a private dwellinghouse only and also that he the Lessee will insure and keep insured the said demised premises and the bungalow or dwellinghouse and out offices erected thereon and any other buildings which at any time during the term hereby granted may be erected upon the demised premises with such consent as aforesaid against loss or damage by fire in the joint names of the Lessors and the Lessee in some approved Insurance Office to the full value thereof and will pay all premiums necessary for that purpose within seven days after the same shall become due and will when required produce to the Lessors or their agent the policy and receipt for the last premium in respect of such insurance

the said demised premises and the bungalow or dwellinghouse and out offices erected thereon and any other buildings which at any time during the term hereby granted may be erected upon the demised premises with such consent as aforesaid against loss or damage by fire in the joint names of the Lessors and the Lessee in some approved Insurance Office to the full value thereof and will pay all premiums necessary for that purpose within seven days after the same shall become due and will when required produce to the Lessors or their agent the policy and receipt for the last premium in respect of such insurance and that in case of the destruction or damage to the said premises by fire the monies received in respect of such insurance shall be laid out in rebuilding and reinstating the same and in case such money shall be insufficient for that purpose the deficiency shall be made good by the Lessee and if the Lessee shall fail to pay such premium or premiums in respect of such insurance it shall be lawful for the Lessors to do so and every such premium of insurance so paid by the Lessors shall be recoverable by the Lessors in like manner as if so much rent had been reserved by these presents and that the Lessee will permit the Lessors or their agent at all reasonable times to enter upon the said demised premises to view the condition of the building or buildings erected or to be erected thereon and for all other reasonable purposes and the Lessors hereby covenant with the Lessee that the Lessee paying the rent hereinbefore reserved and performing and observing all the covenants by the Lessee hereinbefore contained shall and may peaceably and quietly hold and enjoy the said premises during the said term without any eviction or disturbance by the Lessors or any person or persons lawfully or equitably claiming by from or under them or either of them.

reasonable times to view the condition of the building or buildings erected or to be erected thereon and for all other reasonable purposes and the Lessors hereby covenant with the Lessee that the Lessee paying the rent hereinbefore reserved and performing and observing all the covenants by the Lessee hereinbefore contained shall and may peaceably and quietly hold and enjoy the said premises during the said term without any eviction or disturbance by the Lessors or any person or persons lawfully or equitably claiming by from or under them or either of them. And the Lessors hereby consent to the within Lease being registered as a burden on Folio 5593 of the Register County Dublin. IN WITNESS whereof the parties have hereunto set

the yearly rent of Twelve

their hands and affixed their seals the day and year first herein written.

Schedule hereinbefore mentioned

All that piece or plot of land together with the structure already erected thereon by the Lessee at his own expense containing (Eighteen perches, Fifteen Square yards and thirty three square feet) statute measure or thereabouts being part of the lands of Rush situate in the Barony of Balrothery East and County of Dublin comprised in Folio 5593 of the Register County of Dublin delineated on the map hereto annexed and thereon coloured red together with a right of way for all purposes and at all times over the adjoining lands of the Lessors between the points marked X, Y, Z, Q, R as shown on the said map annexed hereto and thereon coloured yellow.

SIGNED SEALED AND DELIVERED

by the said PATRICK FLYNN

in the presence of :-

James Vane, 18 St. Andrew's Lane, Dublin

Patrick Flynn

SIGNED SEALED AND DELIVERED

by the said JOSEPH FLYNN

in the presence of :-

*Mr. Keogh
Johnston*

Joseph Flynn

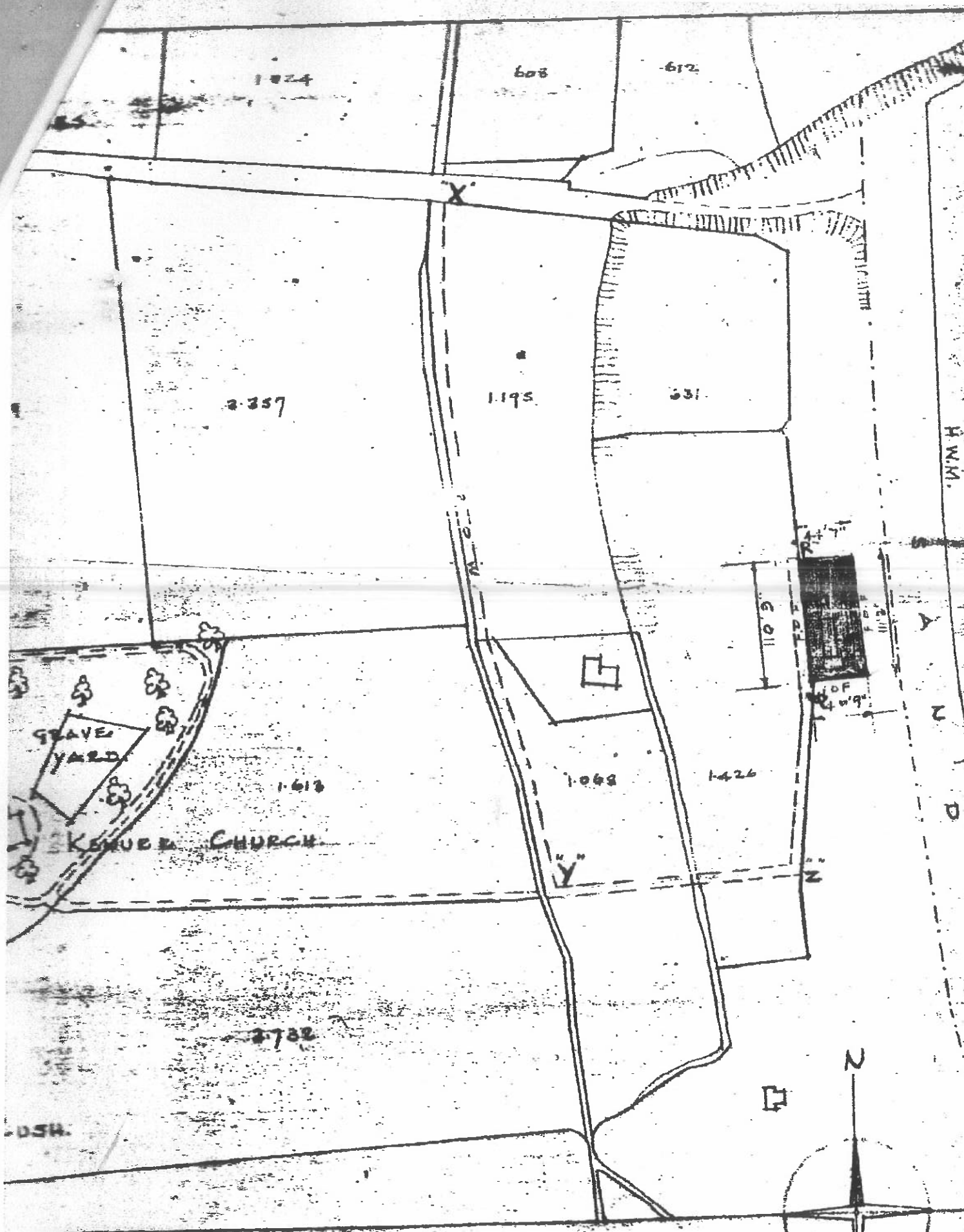
SIGNED SEALED AND DELIVERED

by the said FRANK METCHETTE

GUILTY in the presence of :-

[Signature]

Frank Metchette



OTHAM & STAFFORD
CIVIL ENGINEERS

SCALE 104 FT.
DRG N° 10640

REGISTRY
AS A JURY IN
OF THE RESISTANCE

Dated the 17th day of
November 1990

PATRICK FLANN & MICHAEL FLANN

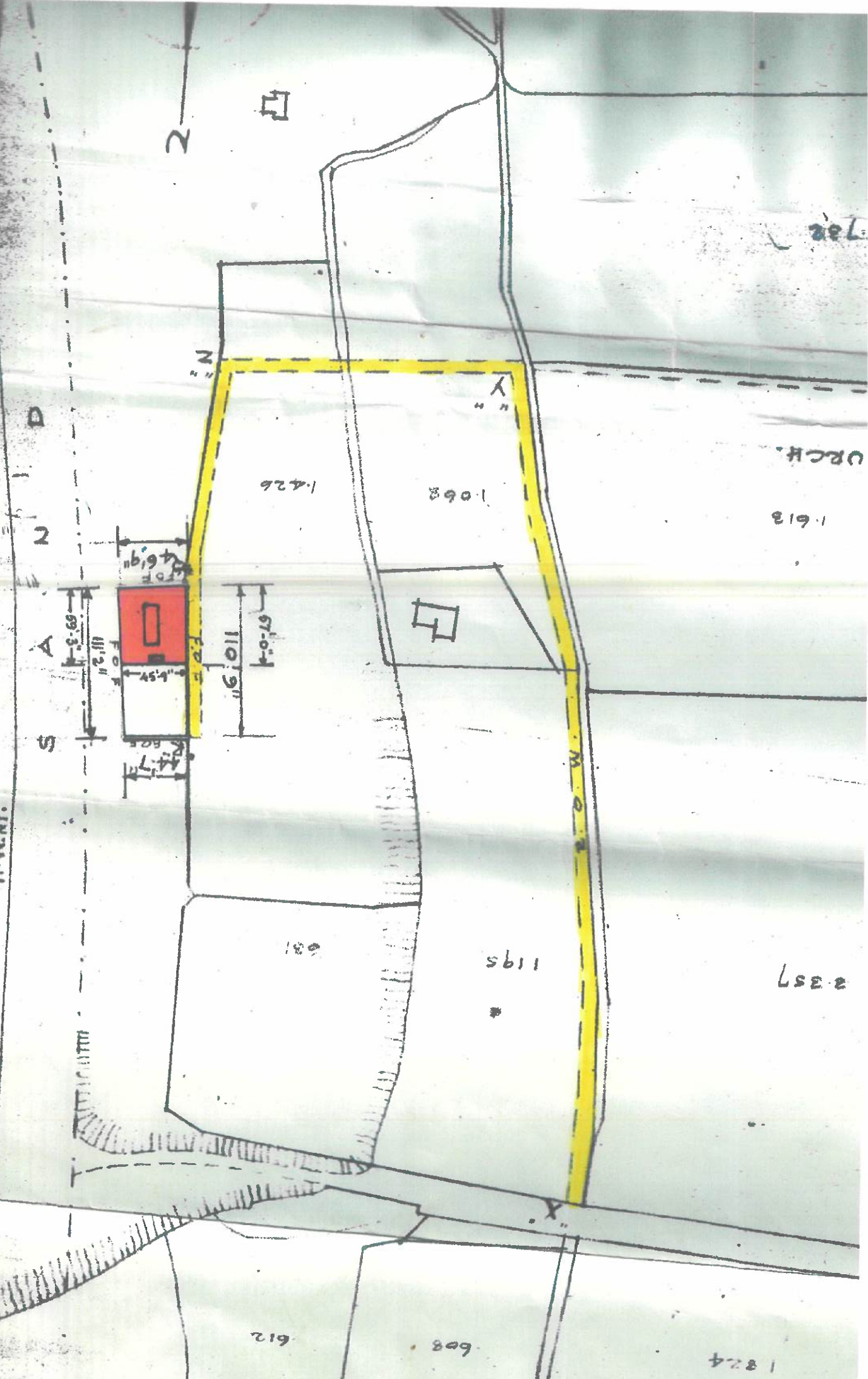
-to-

FRANK MCCORMACK ONLY

LEASE

James P. Kent,
Solicitor,
18 St. Andrew Street,
DUBLIN.

WE CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL





Banquet

1973

is made the 11th day of October
One Thousand Nine Hundred & Seventy-three BETWEEN
FRANK METCHETTE GULLY of 27 Sutton Park, Sutton, Dublin,
Chartered Secretary AND LESLIE STOKER CRAIG of 52
St. Assam's Avenue, Raheny, Dublin, Company Director
(hereinafter called "the Personal Representatives") of
the One part AND PATRICIA KATHLEEN GULLY of 27 Sutton
Park, Sutton, Dublin, Married Woman AND EITHNE JUNE CRAIG
of 52 St. Assam's Avenue, Raheny, Dublin, Married Woman
(hereinafter called "the Beneficiaries") of the other
part

WHEREAS:

(1) Kathleen Selina MacDermott late of No. 52 St.
Assam's Avenue, Raheny, aforesaid (hereinafter called
"the Testatrix") was at the date of her death the owner
of the property described in the Schedule hereto [here-
inafter called "the Scheduled Property") which she held
for the term of 99 years from 1st day of May 1957 under
a Lease dated 17th day of November 1958 made between
Patrick Flynn and Joseph Flynn of the one part and the
said Frank Metchette Gully of the other part subject to
the yearly rent of £12 (Twelve Pounds) thereby reserved
and to the covenants and conditions therein contained.

(2) The Testatrix died on 26th day of April 1973 having
by her last Will dated 13th day of August 1971, appointed
the Personal Representatives to be the Executors thereof
who duly proved same on 16th day of August 1973 in the
Principal Probate Registry of the High Court in Ireland.

(3) The Testatrix by her said Will bequeathed the Sch-
eduled Property to the Beneficiaries as tenants in common
in equal shares as part of the residue of her estate.

(4) The funeral expenses and all known debts of the

(b)

Testatrix have been paid and the Beneficiaries representatives have at the request of the Beneficiaries agreed to vest in them the Estate and interest of the Testatrix in the Scheduled property in manner hereinafter appearing

NOW THIS INDENTURE WITNESSETH as follows:-

1. The Personal Representatives HEREBY ASSENT to the Vesting in the Beneficiaries of the Scheduled property for all the unexpired residue of the term of years granted by the said Lease subject to the yearly rent reserved by the Lease and to the covenants on the Lessee's part and conditions therein contained TO HOLD the same UNTO the Beneficiaries as tenants in common in equal shares but subject to the statutory charge for securing the payment of any duties that may become payable on the death of the Testatrix.
2. The Beneficiaries HEREBY COVENANT with the Personal Representatives that the Beneficiaries or the persons deriving title under them will pay all rent due under the said Lease and perform and observe all the covenants agreements and conditions therein contained and on the part of the Lessee to be performed and observed and also will save harmless and keep indemnified the Personal Representatives and their and each of their estates and effects and the estate and effects of the Testatrix from and against all proceedings, costs, claims and expenses on account of (a) any omission to pay the said rent or any part thereof or the breach non-performance or non-observance of the said covenants agreements and conditions or any of them and (b) in respect of all duties (if any) which shall become payable on the death of the Testatrix.

their hands and affixed their Seals the day and year first herein WRITTEN.

SCHEDULE HEREINBEFORE REFERRED TO.

ALL THAT AND THOSE the property included in the Schedule to the said Lease and therein described as "ALL THAT piece or plot of land together with the structure already erected thereon by the Lessee at his own expense containing (18 perches 15 square yards and 33 square feet) Statute measure or thereabouts being part of the lands of Rush situate in the Barony of Balrothery East and County of Dublin comprised in Folio 5593 of the Register County of Dublin delineated on the map hereto annexed and thereon coloured red together with a right-of-way for all purposes and at all times over the adjoining lands of the Lessors between the points marked X, Y, Z, Q, R as shown on the said map, annexed hereto and thereon coloured yellow".

SIGNED, SEALED & DELIVERED:
by the said FRANK METCHETTE:
GULLY in the presence of:-

Deamus J.weeney
Gondweat House
Ballinacorney, Dublin 4.
Senior Assistant, Comptroller
Gondweat & Co.

Frank Metchette

SIGNED, SEALED & DELIVERED by the:
said LESLIE STOKER CRAIG in the
presence of:-

Frank W. Mac Loughlin
25 St. Asans Ave
Raheny S.
County Director

L S C
Leslie S Craig

SIGNED, SEALED & DELIVERED by the
said PATRICIA KATHLEEN GULLY in
the presence of:-

Mildred Milliard
29 Lower Drumcondra Road
Dublin 9.
Widow.

P K
Patricia K.
Gully

SIGNED, SEALED & DELIVERED by the
said EITHNA JUNE CRAIG in the pre-
sence of:-

Frank W. Mac Loughlin
25 St. Asans Ave
Raheny S.
County Director

E J C
Eithna June

4157
Dated this day of 1973.

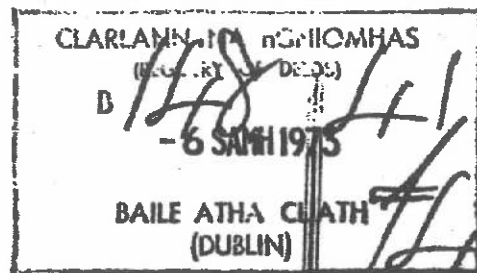
FRANK METCHETTE GULLY & ANOR.

One part

PATRICIA KATHLEEN GULLY & ANOR.

Other part

DEED OF ASSENT.



R.H. Beauchamp & Orr,
Solicitors,

5, Foster Place,
Dublin, 2.

WE CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL
DATED THIS 26 DAY OF JAN 1975

KINGS
LAW PRINTERS
DUBLIN 2

Indenture

made the 15th day of

BETWEEN Francis Metchett Gully of 27, Sutton Park, Sutton
in the County of the City of Dublin AND Lealie Stoker Craig of 52, St.

Avenue, Raheny in the City of Dublin (hereinafter called "the
s") of the one part AND Kathleen Selina MacDermott of 52, St.

Avenue, Raheny in the City of Dublin (hereinafter called "the

16-12-71 "s") which expression shall where the context so admits or requires

include her executors, administrators or assigns) of the other part

WHEREAS

1. By Indenture of Lease dated the 17th day of November, 1958 and made between Patrick Flynn and Joseph Flynn of the one part and Frank Metchett Gully of the other part the premises therein described and intended to be hereby assured were demised to the said Frank Metchett Gully for the term of 99 years from the 1st day of May, 1957 subject to the rent thereby reserved and to the covenants on the lessee's part and conditions therein contained.

2. By Indenture of Assignment dated the 29th day of December, 1958 and made between Frank Metchett Gully of the one part and Alfred William MacDermott of the other part the premises demised by the said lease were assigned to the said Alfred William MacDermott for the residue of the term of the said lease subject to the rent thereby reserved and the covenants on the lessee's part and conditions therein contained.

3. Alfred William MacDermott died on or about the 27th day of June, 1970.

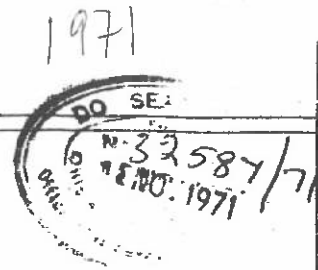
4. Probate of his last will dated the 16th day of August, 1963 issued forth of the Principal Probate Registry of the High Court on the 25th day of May, 1971 to the Assignors.

5. The said Will contains certain bequests in favour of the deceased's widow, the Assignee herein. She has elected to take her legal right share under the Succession Act, 1965 in lieu of the said bequests.

6. The Assignee has requested the assignors and they have agreed to

Registered in the Registry of Deeds, Dublin, at

35 minutes after 11 o'clock on the 6 day of



7756

AD. N. K. 1001

assign to her the premises demised by the said lease on account of her legal right share.

NOW THIS INDENTURE WITNESSETH:-

1. That in pursuance of the said agreement and in consideration of the covenant and indemnity on the part of the Assignee hereinafter contained the Assignors, as personal representatives of Alfred William MacDermott Deceased hereby assign ALL WHAT AND THOSE the premises comprised in and demised by the said Lease and therein described as "ALL THAT piece or "plot of land together with the structure already erected thereon by the "lessee at his own expense containing (18 perches, 15 square yards and "33 square feet) Statute Measure or thereabouts being part of the lands "of Rush situate in the Barony of Balrothery East and County of Dublin "comprised in Folio 5593 of the Register County of Dublin delineated on "the map hereto annexed and thereon coloured red together with a right of "way for all purposes and at all times over the adjoining lands of the "lessors between the points marked X, Y, Z, Q, R as shown on the said "map annexed hereto and thereon coloured yellow." TO HOLD the same unto the Assignee for the residue of the term of the said lease subject to the rent thereby reserved and the covenants on the part of the lessee and conditions therein contained.

2. That the Assignee hereby covenants with the Assignors that she will henceforth during the continuance of the said term pay the rent reserved by and perform and observe the covenants on the lessee's part and conditions contained in the said lease and will keep the Assignors effectually indemnified from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever by reason or on account of the non-payment of the said rent or any part thereof or the breach non-performance or non-observance of the said covenants and conditions or any of them.

IT IS HEREBY CERTIFIED by the Assignee that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed or transferred exceeds £

IT IS HEREBY FURTHER CERTIFIED by the Assignee being the person becoming

entitled to the entire beneficial interest in the premises hereby assigned that she is an Irish citizen and a qualified person within the meaning of Section 45 of the Land Act, 1965.

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

SIGNED SEALED AND DELIVERED

by the said FRANCIS METCHETT

GULLY in the presence of:-

Deirdre S. Metchett
Land. & House
Ballbridge, Dublin 4
Senior Hon. Secy, Camogie Association.

P. Lacey
Land. & House
Ballbridge, Dublin 4
Chartered Secretary.

SIGNED SEALED AND DELIVERED

by the said LESLIE STOKER CRAIG

in the presence of:-

L. Stoker Craig
3 Blackheath Drive
Colontarf Dublin
Company Director.

D. Hinch

39 St. Assam's Park
Rathfarnham Dublin 5
Production Manager.

SIGNED SEALED AND DELIVERED

by the said KATHLEEN SELINE

MacDERMOTT in the presence of:-

L. Stoker Craig
3 Blackheath Drive
Colontarf Dublin
Company Director.

D. Hinch

39 St. Assam's Park
Rathfarnham Dublin 5
Production Manager.

J. B. Joyce Dermott

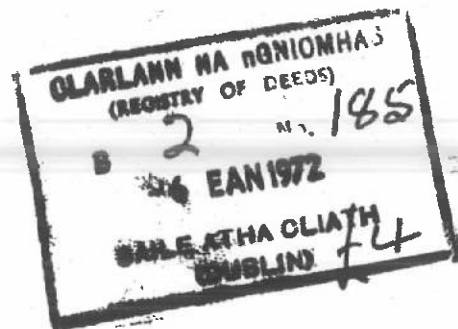
Dated the 15th day of November 1971.

Francis Metchett Gully
and Leslie Stoker Craig

1st Part

Kathleen Selina MacDermott

2nd Part



A S S I G N M E N T

WE CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL.

DATED THIS 15th DAY OF November 1971.

Roger Greene & Sons,
Solicitors,
11, Wellington Quay,
Dublin, 2.

1984

2.14/81



THIS INDENTURE OF GRANT Dated the 10th day of October One Thousand Nine Hundred and Eighty Four and MADE BETWEEN PATRICIA KATHLEEN GULLY of 14, Kilbarrack Grove, Kilbarrack, Dublin 5, Married Woman and Eithne June Craig of 52, St. Assons Avenue, Raheny, Dublin Married Woman (hereinafter called the Grantors) of the One Part and WILLIAM BUCKLEY of 5, Moatfield Road, St. Brendan's Estate, Coolock, Co. Dublin. and Joan Brady 5, Moatfield Road, St. Brendan's Estate, Coolock, Co. Dublin. and Brian Buckley of 5, Moatfield Road, St. Brendan's Estate, Coolock, Co. Dublin. and Linda Fannigan of 5, Moatfield Road, St. Brendan's Estate, Coolock, Co. Dublin. and Veronica Bennett of 5, Moatfield Road, St. Brendan's Estate, Coolock, Co. Dublin. (hereinafter called the Grantees) of the Other Part which expression shall where the context so admits or requires include their Executors, Administrators and Assigns of the Other Part. WHEREAS the Grantors did by Indenture of Assignment Made the 10th day of October 1984 BETWEEN the Grantors of the One Part and the Grantees of the Other part did grant and convey unto the Grantees ALL THAT AND THOSE the property described in the Schedule hereto for all the residue now unexpired of an Indenture of Lease dated the 17th day of November 1958 and MADE BETWEEN Patrick Flynn and Joseph Flynn of the One Part and Frank M. Gully of the Other Part for all the residue of the term of 99 years from the first day of May 1957 subject to the covenants and conditions therein contained including the covenant as to payment of rent. THIS INDENTURE WITNESSETH that in consideration of the sum of One Pound now paid by the Grantor (receipt of which is hereby acknowledged) the Grantor grants to the Grantees, their heirs,

and assigns, full right and liberty to discharge sewage water and soil to the sewerage pipeline laid on the Grantor's land along the line coloured yellow, on the Map annexed hereto the Septic tank situated at the point marked 'A' and coloured blue on the said Map for the free and interrupted discharge of domestic waste in the dwelling house on the lands described in the schedule hereto and full right and liberty to enter with prior notice to the Grantor onto the Grantor's land for the purpose of inspecting, cleansing, repairing, maintaining and replacing the said installations as herebefore described as may be required from time to time subject to the Grantees, their heirs and assigns reinstating the surface of the said lands to the condition in which they were prior to the said work. AND IT IS HEREBY CERTIFIED that this transaction does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £1,000. 00. IT IS HEREBY FURTHER CERTIFIED by the Grantees that they being the persons becoming entitled to the rights hereinbefore created by this Instrument are Irish Citizens and as such qualified persons within the meaning of Section 45 of the Land Act 1965.

S C H E D U L E

ALL THAT AND THOSE parts of the lands known as Puffin,
North Beach, Rush in the County of Dublin as is outlined
in red on the Map attached to the Indentur of ^{Assignment} ~~Lease~~ dated
the 10th day of October, 1984 and Made Between
Patricia Gully and Others of the One Part and William
Buckley and Others of the Other Part.

SIGNED SEALED AND DELIVERED by the said

Patricia Kathleen Gully in the presence of:

Kelaine O'Seary
Solicitor
24, Strand Street
Dublin

Patricia Kathleen
Gully

SIGNED SEALED AND DELIVERED by the said

Eithne June Craig in the presence of:

Kelaine O'Seary
Solicitor
24, Strand Street
Dublin Co Dublin

Eithne June Craig

SIGNED SEALED AND DELIVERED by the said

William Buckley in the presence of:

Christopher Grogan
CHRISTOPHER GROGAN
SOLICITOR & COMM. FOR OATHS
33 LR. ORMOND QUAY
DUBLIN 1

William Buckley

SIGNED SEALED AND DELIVERED by the said

Joan Brady in the presence of:

Christopher Grogan

CHRISTOPHER GROGAN
SOLICITOR & COMM. FOR OATHS
33 LR. ORMOND QUAY
DUBLIN 1

Joan Brady

SIGNED SEALED AND DELIVERED by the said

Brian Buckley in the presence of:

Christopher Grogan

CHRISTOPHER GROGAN
SOLICITOR & COMM. FOR OATHS
33 LR. ORMOND QUAY
DUBLIN 1

Brian Buckley
BB

SIGNED SEALED AND DELIVERED by the said

Linda Fannigan in the presence of:

Christopher Grogan

CHRISTOPHER GROGAN
SOLICITOR & COMM. FOR OATHS
33 LR. ORMOND QUAY
DUBLIN 1

Linda Fannigan
LF

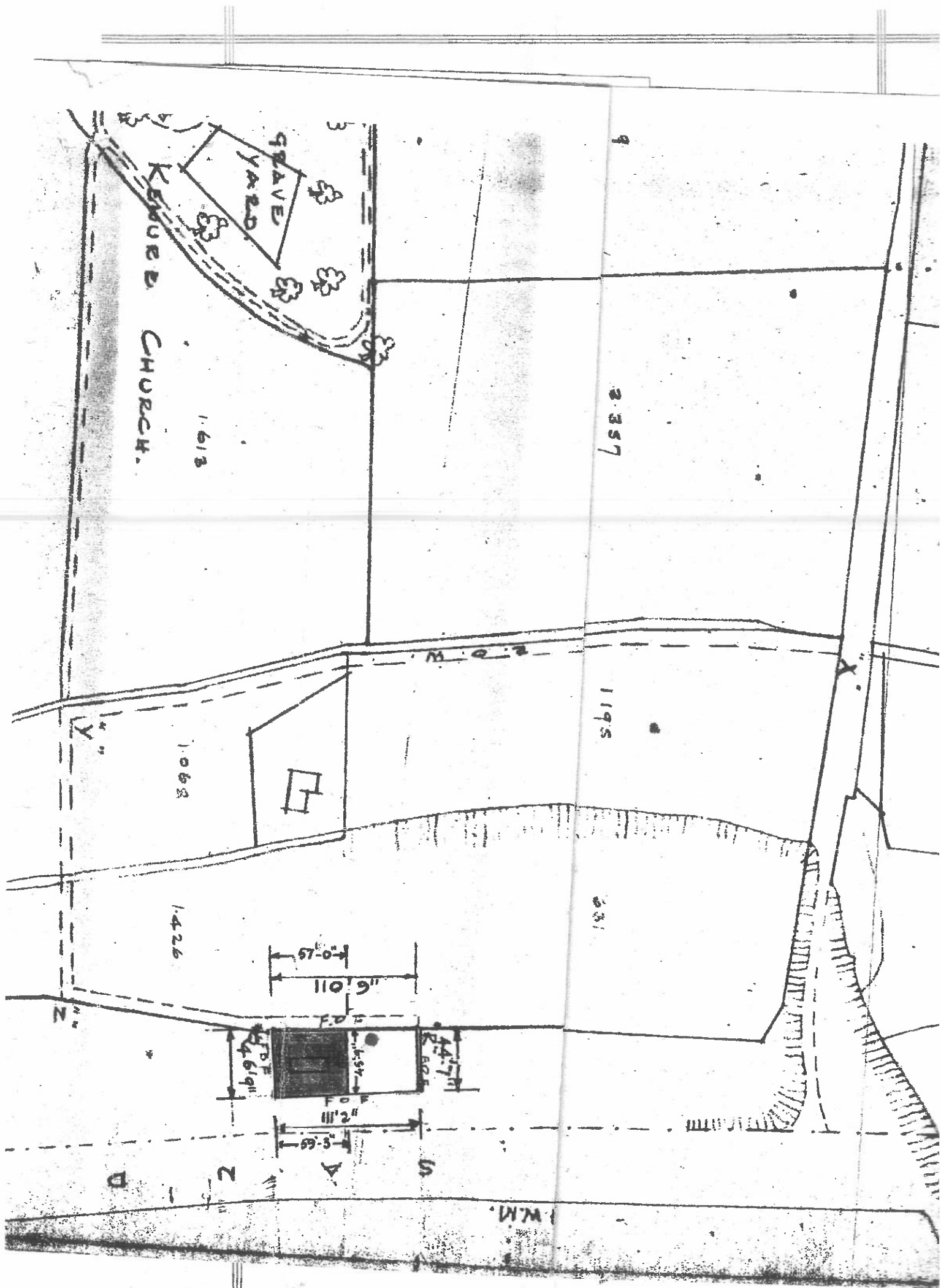
SIGNED SEALED AND DELIVERED by the said

Veronica Bennett in the presence of:

Christopher Grogan

CHRISTOPHER GROGAN
SOLICITOR & COMM. FOR OATHS
33 LR. ORMOND QUAY
DUBLIN 1

Veronica Bennett
VB



1984
THIS INDENTURE made the 10th day of
October One thousand Nine hundred and Eighty Four.

BETWEEN PATRICIA KATHLEEN GULLY of 27 Sutton Park Sutton 1
the County of Dublin Married Woman and EITHNE JUNE CRAIG of
52 St. Assams Avenue Raheny in the City of Dublin Married
Woman (hereinafter called "the Assignors") of the One Part
and WILLIAM BUCKLEY of 5 Moatfield Road, Saint Brendan's Estate,
Coolock, County Dublin.

JOAN BRADY of 5 Moatfield Road, Saint Brendan's Estate,
Coolock, County Dublin.

BRIAN BUCKLEY of 5 Moatfield Road, Saint Brendan's Estate,
Coolock, County Dublin.

LINDA FLANAGAN of 5 Moatfield Road, Saint Brendan's Estate,
Coolock, County Dublin.

and VERONICA BENNETT of 5 Moatfield Road, Saint Brendan's Estate,
Coolock, County Dublin

(hereinafter called "the Assignees" which expression shall
where the context so admits or requires include their
Executors, Administrators and Assigns) of the Other Part

WHEREAS

1. By an Indenture of Lease dated the 17th day of
November 1958 and made between Patrick Flynn and Joseph Flynn
of the one part and Frank Metchett Gully of the other part
the premises therein described and intended to be hereby
assured (hereinafter called "the Scheduled Property") demise
to the said Frank Metchett Gully for the term of Ninety Nine
years from the 1st day of May 1957 subject to the yearly rent
thereby reserved and to the covenants on the Lessees part and
the conditions therein contained.

2. By an Indenture of Assignment dated the 29th day
of December 1958 and made between Frank Metchett Gully of the

REGISTERED IN THE REGISTRY OF DEEDS (DUBLIN) AT 29
MINUTES AFTER 2 O'CLOCK ON THE 9 DAY OF

June 1998 BOOK 92 NO. 89

Bleimley 40



850
CL,
3/10/91
7/2



9594/8
ARNE MNC

one part and Alfred William McDermott of the other part the Scheduled Property were assigned to the said Alfred William McDermott for the residue of the term of the Lease subject to the rent thereby reserved and to the covenants on the Lessees part and the conditions therein contained.

3. Alfred William McDermott executed his last Will and Testament on the 16th day of August 1963 and there in appointed Francis Metchett Gully and Leslie Stoker Craig to be the Executors thereof.

4. Alfred William McDermott died on or about the 27th day of June 1970 without having altered or revoked his said Will.

5. Probate of his said Will dated the 16th day of August 1963 issued forth of the Principal Probate Registry of the High Court on the 25th day of May 1971 to Francis Metchette Gully and Leslie Stoker Craig.

6. The said Will contained bequests in favour of the Deceased's widow Kathleen Selina McDermott which inter alia included the Scheduled Property she elected to take her legal right share under the Succession Act 1965 in lue of the said bequests.

7. By Deed of Assignment dated the 15th day of November 1971 and made between Francis Metchett Gully and Leslie Stoker Craig of the One part and Kathleen Selina McDermott of the other part the Scheduled Property was thereby assigned to the said Kathleen Selina McDermott for the residue of the term of the said Lease subject to the rent thereby reserved and to the covenants on the part of the Lessee and the conditions therein contained.

8. The said Kathleen Selina McDermott executed

her last will and testament on the 13th day of August 1971 and therein appointed Frank Metchette Gully and Leslie Selina Craig to be the Executors thereof.

9. The said Kathleen Selina McDermott died on or about the 26th day of April 1973.

10. Probate of her said Will was granted forth of Principal Probate Registry of the High Court on the 16th day of August 1973 to the said Frank Metchette Gully and Leslie Stoker Craig the Executors therein named.

11. The said Will contained certain bequests in favour of the Deceased's daughters the Assignors herein which inter alia included the Scheduled Property.

12. By Deed of Assent dated the 11th day of October 1973 and made between Frank Metchette Gully and Leslie Stoker Craig of the one part and Patricia Kathleen Gully and Eithne June Craig of the other part the said Patricia Kathleen Gully and Eithne June Craig became the owners of the Scheduled Property as tenants in common in equal shares.

13. The Assignors have agreed with the Assignees for the sale to them of the Scheduled Property for the price or sum of Five Thousand Pounds (£5,000.00).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Five Thousand Pounds (£5,000.00) (the receipt whereof the Assignors doth hereby acknowledge) the Assignors as Beneficial Owners doth hereby assign unto the Assignees the Scheduled Property ^{as described in the Schedule hereto} TO HOLD the same unto the Assignees for all the residue now unexpired of the said term of Ninety Nine years granted by the said Lease subject to the yearly rent of Twenty Pounds

(£20.00) thereby reserved and to the covenants on the part of the Lessee and the conditions therein contained.

AND the Assignees hereby covenant with the Assignors that they will henceforth during the continuance of the said term pay the said rent and perform and observe the covenants on the part of the Lessee and the conditions therein contained in the Lease and will keep the Assignors effectually indemnified from and against all Actions and proceedings, costs, damages, expenses, claims and demands whatsoever by reason or on account of the non-payment of the said rent or any part thereof or the breach non-performance or non-observance of the said covenants and conditions or any of them.

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £5,000.00.

IT IS HEREBY FURTHER CERTIFIED by the Assignee and each of them who become entitled to the entire Beneficial Interest in the premises hereby assigned that they and each of them are Irish Citizens and as such are qualified persons within the meaning of Section 45 of the Land Act 1965.

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

SCHEDULED PROPERTY HEREINBEFORE REFERRED TO

ALL THAT AND THOSE the property included in the Schedule to the said Lease and therein described as "ALL THAT piece or plot of ground together with the structure already erected thereon by the Lessee at his own expense containing (18 perches 15 square yards and 33 square feet) statute measure or thereabouts part of the lands of Rush situate in the Barony of Balrothery East and County of Dublin comprised in Folio 5593 of the Register County of Dublin delineated on the Map hereto annexed and thereon coloured Red together with a right of way for all purposes and at all times over the adjoining lands of the Lessors between the points marked X, Y, Z, Q, R, as shown on the said Map annexed hereto and thereon coloured Yellow."

SIGNED SEALED AND DELIVERED

by the said PATRICIA KATHLEEN

GULLY and EITHNE JUNE CRAIG

in the presence of:-

Kelaine Deane
Solicitor

Skinner
Co. Dublin

Patricia Kathleen Gully

Eithne June Craig

SIGNED SEALED AND DELIVERED

by the said WILLIAM BUCKLEY

JOAN BRADY, BRIAN BUCKLEY,

LINDA FLANAGAN and VERONICA

BENNETT in the presence of:-

Christopher Grogan

CHRISTOPHER GROGAN
SOLICITOR & COMM. FOR OATHS
33 LR. ORMOND QUAY
DUBLIN 1

1
2
3
4
5
Linda Flanagan

Joan Brady

Brian Buckley

Veronica Bennett

William Buckley

1824

608

612

2337

1195

631

H.W.M.

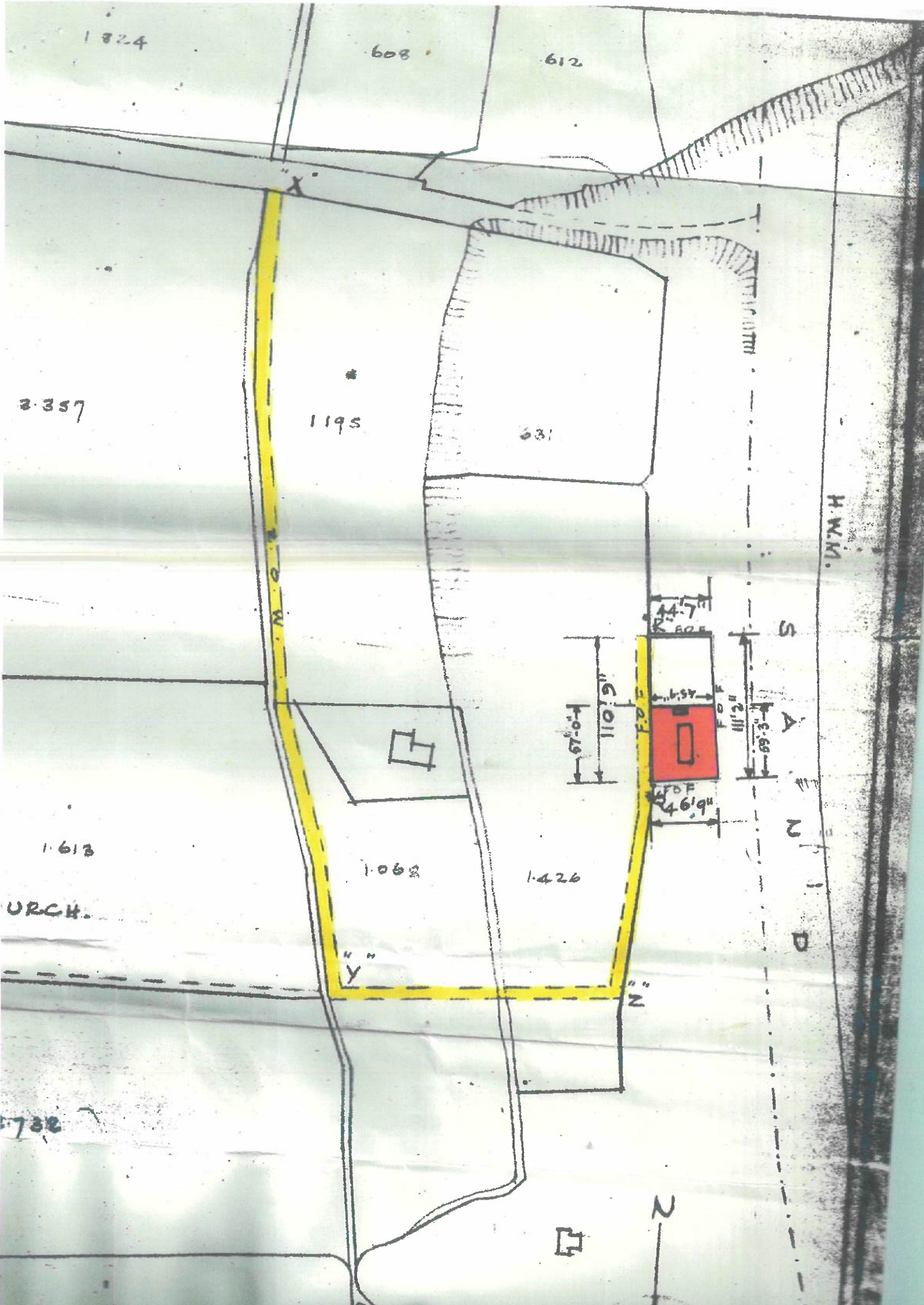
1613

URCH.

1062

1426

1732



Your account number

950929035

To ask about this bill

call 1850 372 372

Open Mon - Sat, 8am - 8pm

MR COLIN BRADY
PUFFIN
SIX CROSS LANE
NORTH BEACH
RUSH
CO. DUBLIN

For emergencies or
electricity interruptions

ESB Networks

call 1850 372 999

Open 24 hours, 7 days a week

Please have this MPRN number ready

DOM00 03/0779/23



MPRN 10 308 353 287

MC Profile

MCC01 1

of issue 16 Apr 21

e number 1807834335

Your electricity bill at a glance

> Full details of your account are on the back of this bill

Billing period

4 Mar 21 to 14 Apr 21 42 days

Reading type

Your meter was read

Bill summary

Your last bill	None
Balance brought forward	€0.00
Charges for this period	€189.94 cr
Your Savings	€1.07 cr
VAT	€25.79 cr

Total due €216.80cr

Pay by

Due To You

Payment terms are 14 days from date of bill issue or immediately if overdue.
Information on the Fuel Mix and environmental impact is on the back of this bill.

No payment due as your account
is showing a credit balance.

Energy tips

Saving LED lightbulbs use
less electricity and last
longer than CFL bulbs.
Standby can add up
of your total electricity bill.

VAT Reg No IE 8F 52100V

E&OE



0001 9509290351 000000000001 798258

93-20-86
Bank date/Brand

Bank Giro Credit Transfer
Allied Irish Banks plc.
7/12 Dame Street, Dublin 2
Giro No. 81900087

950929035

MR COLIN BRADY

Date

Notes/Coins €

Total cash €

Cheques etc €

Total amount €

216.80cr

MS L FLANAGAN
25 MOYCLARE CLOSE
BALDOYLE
DUBLIN 13

Bosca Oifig Phoist 12152, Baile Átha Cliath 15, Éire
PO Box 12152, Dublin 15, Ireland
Fón / Phone 1850 372 372
Facs / Fax 021 484 4532

electricireland.ie

001/0312



1850 372 372

For: PUFFIN NORTH BEACH RUSH CO. DUBLIN

Contract Account: 901-732-747
Contract Type: Electricity

06 April 2016

Urgent reminder

Your Account of €210.96 remain seriously overdue

Dear MS FLANAGAN,

We have reviewed your account, and despite a number of attempts to secure payment from you, your account remains seriously overdue. Your credit rating is now adversely affected.

This is a final reminder before your account is passed to Networks for disconnection.
You will then be liable for all of the associated costs.

To avoid this happening, please pay in full now by Laser or Debit Card either:

- online at www.electricireland.ie/irishdebitcards
- or by contacting our Customer Contact Centre on 1850 372 777 (Monday to Friday, 8am to 6pm).

A full list of payment methods is also shown on the reverse of your bill. If you are unable to pay in full, please call us to discuss other suitable payment options.

Your immediate attention to this matter is required.

Yours Sincerely,



Andrew Giles

Andrew Giles
Manager Payments & Credit Control

DN017



MS L FLANAGAN
25 MOYCLARE CLOSE
BALDOYLE
DUBLIN 13

DOMEO2 01/0465/2

This bill is for
Puffin, North Beach, Rush, Co. Dublin

Your electricity bill at a glance

Full details of your account are on the back of this bill

An Post
Billpay Receipt for payment
Post Office: 3013 Position: 1
Date: 05-Sep-2012 Time: 09:26:30
Ref No.: 3013-1-2841274

Bill Type : ESB Bill
Account : 901732747
Tran Code : 79825

Cash 73.48
TOTAL AMOUNT PAID 73.48
Including Fee of: 0.00

901732747

call 1850 372 372

Open Mon - Sat, 8am - 8pm

ESB Networks

call 1850 372 999

Open 24 hours, 7 days a week

Please have this MPRN number ready

MPRN	10 003 953 197	
DG	MC	Profile
DG1	MCC01	1

Date of issue 9 Aug 12
Invoice number 205042444

Billing period

12 Jun 12 to 7 Aug 12 57 days

Reading type

Your meter was read

Bill summary

Your last bill	€42.24
Arrears brought forward	€42.24
Charges for this period	€27.52
VAT	€3.72

Total due €73.48

Pay by Overdue

Payment terms are 14 days from date of bill issue or immediately if overdue.
Information on the Fuel Mix and environmental impact is on the back of this bill.

HOME ENERGY MAKEOVER

Make savings while the sun shines

Save up to 10%*

on our range of energy saving Home Services products.

1850 372 333

electricireland.ie/homeservices

*Closing date 31st August 2012. Terms and conditions apply. Excludes boiler servicing.

Electric Ireland is a registered trademark of ESB

VAT Reg No IE 8F 52100V

E&OE



0001 9017327472 000000073482 798258



93-20-96
Bank date/Brand

Bank Giro Credit Transfer
Allied Irish Banks plc.
7/12 Dame Street, Dublin 2
Giro No. 81900087

901732747

MS L FLANAGAN

Date

Notes/Coins €

Total cash €

Cheques etc €

Total amount € **73.48**

<901732747> 798258

9017327472

73482

MS L FLANAGAN
25 MOYCLARE CLOSE
BALDOYLE
DUBLIN 13

DOM02 02/0663/2



This bill is for
Puffin, North Beach, Rush, Co. Dublin

To ask about this bill call 1850 372 372

Open Mon - Sat, 8am - 8pm

For emergencies or
electricity interruptions

ESB Networks
call 1850 372 999

Open 24 hours, 7 days a week

Please have this MPRN number ready

MPRN

MPRN	10 003 953 197	
DG	MC	Profile
DG1	MCC01	1

Date of issue 14 Jun 12
Invoice number 1203996880

Your electricity bill at a glance

Full details of your account are on the back of this bill

Billing period

7 Apr 12 to 11 Jun 12

66 days

Reading type

Your meter was read

Bill summary

Your last bill	€56.65
Payments/Transactions	€50.00 or
Arrears brought forward	€6.65
Charges for this period	€31.36
VAT	€4.23

Total due €42.24

Pay by 28 Jun 12

Payment terms are 14 days from date of bill issue or immediately if overdue.
Information on the Fuel Mix and environmental impact is on the back of this bill.

HOME
ENERGY
MAKEOVER

Make savings
while the
sun shines

Save
up to
10%

on our range of
energy saving
Home Services
products.

1850 372 333

electricireland.ie/
homeservices

*Closing date 31st July 2012. Terms and conditions apply. Excludes boiler servicing.

Electric Ireland is a registered trademark of ESB

VAT Reg No IE 8F 52100V

E&OE



0001 9017327472 000000042242 798258

Date

Notes/Coins €

Total cash €

Cheques etc €

Total amount € **42.24**



93-20-86
Bank date/Brand

Bank Giro Credit Transfer
Allied Irish Banks plc.
7/12 Dame Street, Dublin 2
Giro No. 81900087

901732747

MS L FLANAGAN

<901732747> 798258

9017327472

42242

**electric
ireland**



Your account number

901732747

To ask about this bill

call **1850 372 372**

Open Mon - Sat, 8am - 8pm

For emergencies or
electricity interruptions

ESB Networks

call **1850 372 999**

Open 24 hours, 7 days a week

Please have this MPRN number ready

MPRN

MPRN		
10 003 953 197		
DG	MC	Profile
DG1	MCC01	1

Date of issue **11 Apr 12**

Invoice number **1404100631**

MS L FLANAGAN
25 MOYCLARE CLOSE
BALDOYLE
DUBLIN 13

DOM03 02/0118/2



This bill is for
Puffin, North Beach, Rush, Co. Dublin

Your electricity bill at a glance

Full details of your account are on the back of this bill

Billing period

10 Feb 12 to 6 Apr 12

57 days

Reading type

Your meter was read

Bill summary

Your last bill €25.41

Arrears brought forward €25.41

Charges for this period €27.52

VAT €3.72

Total due €56.65

Pay by

Overdue

Payment terms are 14 days from date of bill issue or immediately if overdue.

Information on the Fuel Mix and environmental impact is on the back of this bill.



Our
Appliance
Calculator
App gives
you more
control over
your home
energy costs

Download it
now at the
iTunes App
Store or
Android Market

Electric Ireland is a registered
trademark of ESB

VAT Reg No IE 8F 52100V

E&OE



0001 9017327472 000000056651 798258



93-20-86
Bank date/Brand

Bank Giro Credit Transfer
Allied Irish Banks plc.
7/12 Dame Street, Dublin 2
Giro No. 81900087

901732747

MS L FLANAGAN

Date

Notes/Coins €

Total cash €

Cheques etc €

Total amount €

56.65

<901732747> 798258

9017327472

56650

**electric
ireland**

Billpay Receipt for payment

Post Office: 1238 Position: 1
Date: 22-Sep-2005 Time: 12:36:11
Ref No.: 1238-1-842272

Bill Type: ESB Bill
Account: 901732747
Tran Code: 79825

Cash 30.00

TOTAL AMOUNT PAID 30.00
Including Fee of: 0.00

Your account number is 901-732-747

Date of issue 16 AUG 05

Invoice number 1200168701

Useful contacts

For Accounts/General enquiries
Contact ESB Customer Supply

1850 372 372

Lines open 8am-8pm, Mon-Sat
Please have your Account number ready

For Emergencies/Electricity
interruptions
Contact ESB Networks

1850 372 999

Lines open 24hrs, 7 days a week
Please have your MPRN number ready

Your MPRN number is

M	10	003	953	197
DG	MCC	Profile		
DG1	MCC01	1		



Meter readings		Units and rates (cent)	Description of charges	Amount € CR = Credit
Present	Previous			
FOR: PUFFIN				
NORTH BEACH				
RUSH				
TARIFF: DOMESTIC				
8258E	8258	0 X 12.20	GENERAL UNITS	0.00
		62 DAYS @ €54.84/YEAR	STANDING CHARGE	9.32
		PUBLIC SERVICE OBLIGATIONS	LEVY JUN, JUL	3.98
		VAT @ 13.5% ON	13.30	1.80
		ARREARS		15.00
		ROUND LAST PERIOD		0.16CR
		TO ROUND	29.94	0.06

Shonos 8401613

Did you know?

By having your account number to hand when you contact us we can deal with your query quickly and efficiently.

Meter readers call on you four times a year. When your meter is not read usage is estimated based on previous consumption. Any necessary adjustment is automatically made when the next reading is obtained.

If you pay on time, you help Rehab and you could also win one of many WINELECTRIC prizes.



= Customer reading
= Estimated reading

E&O.E

Billing period

10 JUN 05 - 10 AUG 05

Payment due by

30 AUG 05

Total due €

30.00



0001 9017327472 000000030007 798258

93-20-86
Bank Date/Brand

BANK GIRO CREDIT TRANSFER
Allied Irish Banks plc.
7/12 Dame Street, Dublin 2
Giro No. 81900087
901-732-747

MS L FLANAGAN



Customer Supply

Bills must be cleared in full by the payment date or immediately if overdue.

Notes/Coin		
Total Cash		
Chqs., etc.		

TOTAL € 30.00

<901732747>

798258

9017327472 30007



Your Account Number

3821 26 150

VAT Reg. No. IE 8F 52100V

PAYDIRECT

See back of bill for details

Pay on time and
help REHAB

Regional Office:

Date of Issue:

ST MARGARETS ROAD
FINGLAS DUBLIN 11
E-MAIL SERVICE@ESB.IE
TEL 8581486

8 JUN 00

MS L FLANAGAN
25 MOYCLARE CLOSE
BALDOYLE DUBLIN 13

Your Enquiry/Service Centre is:

CUSTOMER ACCOUNTS/ENQUIRIES TEL 1850372372
EMERGENCIES 1850372999 SALES 8491300

BILLS MUST BE CLEARED BY THE PAYMENT DATE, OR IMMEDIATELY, IF OVERDUE

Meter Readings		Units and Rate (pence)	Description	Amount (CR=Credit)
Present	Previous			
5358	5357	PUFFIN NORTH BEACH RUSH GO DUBLIN 1 X 7.43	GENERAL DOMESTIC STANDING CHARGES SPECIAL DISCOUNT VAT @ 12.5% ON £3.83 ARREARS ROUND LAST PERIOD TO ROUND £12.45	0.07 3.95 0.19CR 0.48 8.00 0.14 0.45CR
THE EURO TOTAL EQUIVALENT IS NOW SHOWN ON YOUR BILL ACCOUNT DETAILS SINCE LAST BILL				
06/04	8.00	LAST BILL		
	8.00	ARREARS		

YOUR LATEST DATE FOR PAYMENT IS

EURO TOTAL	Usage period	Date of reading	PAYMENT DATE	TOTAL IR£
€15.24	APR-MAY 00	7 JUN 00	OVERDUE	£12.00

Conversion rate is based on 1€ = IR£0.787564

E.&O.E.

WINELECTRICA chance to win one of many
PRIZES when you pay by the due date

This stub to accompany payment to any ESB office or bank.

-----93-20-86
Bank Date/Brand**BANK GIRO CREDIT TRANSFER**Allied Irish Banks plc.,
7/12 Dame Street, Dublin 2.Giro No. 81900087
ESB Account No.

Notes		
Coin		
Total		
Cash		
Chqs.		
etc.		

224222 3821 26 150
MS L FLANAGAN

TOTAL
IR£ £12.00

3821261501 12009



Colin Brady
Killeen
Baskin Lane
Cloghran
Co Dublin
K67 P9R6

NOTIFICATION OF DECLARATION UNDER SECTION 5 OF THE
PLANNING & DEVELOPMENT ACT 2000, AS AMENDED.

Decision Order No. PF/0397/23	Decision Date: 24-Feb-2023
Ref: FS5/004/23	Registered: 30-Jan-2023

Area: Rush Lusk

Applicant: Colin Brady

Development: Repair, renewal of house.

Location: North Beach, Rush, 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 30-Jan-2023 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. The repair, renewal of the chalet known as 'The Puffin' at North Beach Rush, is development and is NOT exempt development, and would not come within the scope of Section 4 (1)(h) of the Planning and Development Act, 2000, as amended, not being works for the

maintenance, improvement or other alteration of the original structure, but rather works for the provision of a new structure that has replaced that original structure.

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.


for Senior Executive Officer

28-Feb-2023

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 Malborough 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

€110

750

DEED OF ASSIGNMENT AND GRANT dated the 5th day of February 2018 and made between **JOAN BRADY** of Cranford House, Cloghran, Co. Dublin, **BRIAN BUCKLEY** of 5 Moatfield Road, St. Brendan's Estate, Coolock, Dublin 5, **LINDA FLANAGAN** (or **FANNIGAN**) of 25 Moyclare Close, Baldoyle, Dublin 13 and **VERONICA BENNETT** of 49 Ard na Gréine, Dublin 5 (hereinafter called "the Grantors" which expression shall include their executors, administrators and assigns) of the One Part and **COLIN BRADY** of Killeen, The Baskin, Cloghran, Co. Dublin (hereinafter called "the Grantee" which expression shall include his executors, administrators and assigns) of the Other Part.

WHEREAS:

- A. By Indenture of Lease dated the 17th November 1958 (hereinafter called "the Lease") and made between Patrick Flynn and Joseph Flynn of the one part and the Frank Metchett Gully of the other part, the premises to be let under the Lease therein described and in the Schedule to the Lease, the said Patrick Flynn and Joseph Flynn (hereinafter called "the Lessors") do hereby assure unto the said Frank Metchett Gully for a term of years (hereinafter called "the Term") from the 1st May 1957 subject to the covenants on the Lessee's part and the
- B. By divers mesne Assignments and finally by a Deed of Assignment dated 10th October 1984 between Patricia Kathleen Gully and Eithne June Gully of the one part and the Grantors together with the Deceased (hereinafter called "the Deceased") of the other part the Deceased has assigned unto the Grantors and the Deceased for all the residue unexpired of the Term the rent and the covenants on the part of the Lessee contained in the Lease but otherwise free from encumbrances.
- C. By Indenture of Grant (hereinafter called "the Grant") dated the 10th October 1984 and made between the Assignors of the one part and the Grantors and the Deceased of the other part the Assignors did Grant to the Grantors and the Deceased, their heirs and assigns full right and liberty to discharge sewage water and soil to the sewage pipeline laid on the land of the Assignors as more particularly set out in the Grant along the line coloured yellow on the map annexed to the Grant for the purposes and with the rights set out therein (hereinafter called "the Easements").
- D. The Deceased died on the 21st August 1993 without having severed the joint tenancy in the Demised Property.
- E. The Grantors are seized of the Demised Premises for all the residue unexpired of the Term subject to the rent and the covenants on the part of the Lessee and the conditions contained in the Lease but otherwise free from encumbrances TOGETHER WITH the benefit of the Easements.

- F. The Grantors are desirous of assigning the Demised Property to the Grantee together with the benefit of the Easements by way of gift in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows:

1. For effectuating the said desire and in consideration of the natural love and affection for the Grantee the Grantors **HEREBY ASSIGN AND GRANT** unto the Grantee **ALL THAT** the Demised Property **TO HOLD** the same unto the Grantee for all the residue now unexpired of the said term of 99 years granted by the Lease subject to the rent of £20 thereby reserved and the covenants on the part of the Lessee and the conditions therein contained **TOGETHER WITH** the benefit of the Easement as set out in the Grant.
2. The Grantee hereby covenants with the Grantors that he will henceforth during the continuance of the said term pay the said rent and perform and observe the covenants on the part of the Lessee and the conditions therein contained in the Lease and will keep the Grantors effectually indemnified from and against all actions and proceedings costs, damages, expenses, claims and demands whatsoever by reason or on account of the non-payment of the said rent or any part thereof or the breach, non-performance or non-observance of the said covenants and conditions or any of them.

SCHEDULE

The Demised Property

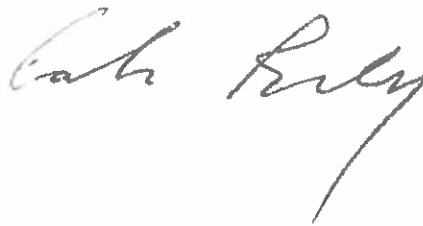
ALL THAT AND THOSE the property included in the Schedule of the said Lease and therein described as "**ALL THAT** piece or plot of ground together with the structure already erected thereon by the Lessee at his own expense containing (18 perches 15 square yards and 33 square feet) statute measure or thereabouts part of the lands of Rush situate in the Barony of Balrothery East and County of Dublin comprised in Folio 5593 of the Register County of Dublin delineated on the Map hereto annexed and thereon coloured Red together with a right of way for all purposes and at all times over the adjoining lands of the Lessors between the points marked X, Y, Z, Q, R as shown on the said Map annexed hereto and thereon coloured Yellow" which said premises are known as "Puffin", North Beach, Rush in the County of Dublin.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals the day and year first herein written.

SIGNED AND DELIVERED by the
GRANTORS in the presence of:



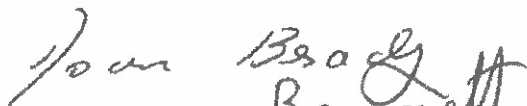
NEIL M. BLANEY & CO.
SOLICITORS
PORTMARNOCK DUBLIN



SIGNED AND DELIVERED by the
GRANTORS in the presence of:



Niamh Kelly
Gary Irwin Solicitors
Suite 3, Portmarnock Town Centre,
Portmarnock, Co. Dublin.
Tel: 01 8459100
Fax: 01 8459110


Veronica Bennett
Brian Buckley
Linda Hanagan

Dated this day of February 2018

**JOAN BRADY, BRIAN BUCKLEY,
LINDA FLANAGAN AND VERONICA BENNETT**

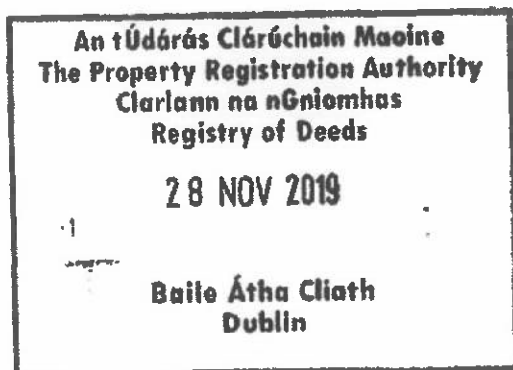
One Part

-and-

COLIN BRADY

Other Part

DEED OF ASSIGNMENT AND GRANT



Neil M. Blaney & Co.,
Solicitors,
Unit 3,
Strand Road Shopping Centre,
Portmarnock,
Co. Dublin.

STATUTORY DECLARATION

WE, LESLIE STOKER CRAIG AND EITHNA JUNE CRAIG

both of *Tegün*, VILLAJOSOSA, ALICANTE, SPAIN.

aged 21 years and upwards do solemnly and sincerely declare as follows:-

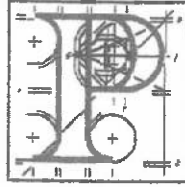
1. The property to which this Declaration relates are premises known as "Puffin" North Beach, Rush, Co. Dublin.
2. We are married to each and were so married on the 1st day of September, 1951 and we have never been married to any other person either in this Jurisdiction or any other Jurisdiction.
3. The premises referred to at paragraph 1 above are not a Family Home by virtue of the fact that our Family Home is situate at
Villajoyosa, Alicante, Spain.
4. We further say that the premises herein are not effected by Section 5 of the Family Law Act 1981 as we have never entered into a Contract to marry which has been terminated.
5. We make this Declaration conscientiously believing same to be true from facts within our own knowledge for the benefit of William Buckley and Others and pursuant to the Statutory Declaration Act 1938.

LS Craig
Eithna Craig
Leslie Stoker Craig
Eithna June Craig
Seam Rodney P.C.
Peace Commissioner

Re:-
SWORN by LESLIE STOKER CRAIG
 EITHNA JUNE CRAIG
at 38 DUBLIN ROAD, SUTTON, DUBLIN 13.
on the ²⁸17th day of SEPTEMBER 1984
and I know the Declarants.

AB Sutton P.C.

An Bord Pleanála



Inspector's Report

Reference No.: 27.RL2592

Details of Reference: Whether (a) a domestic extension and (b) works of repair and renewal to a cottage, known as 'Rose Cottage', at Brockagh, Glendalough, Co. Wicklow, is or is not development, or is or is not exempted development.

Referred by: Mr Fredrick O'Brien, 6 Borleigh Court, Welling Road, Orsett, Grays, Essex RM 1635E, England.

Agent for owner: Michael Halligan Planning Consultants Ltd.

Planning Authority: Wicklow County Council

Location: Rose Cottage, Brockagh, Glendalough, Co. Wicklow.

Site Inspection: 17th April 2009

Inspector: Tom Rabbette



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High Court of Ireland Decisions

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URL: <http://www.bailii.org/ie/cases/IEHC/2006/H356.html>

Cite as: [2007] 2 IR 392, [2006] IEHC 356

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Judgment Title: McCabe v Coras Iompair Éireann & Anor

Neutral Citation: [2006] IEHC 356

High Court Record Number: 2005 79MCA

Date of Delivery: 10 November 2006

Court: High Court

Composition of Court: Herbert J.

Judgment by: Herbert J.

Status of Judgment: Approved

[2006] IEHC 356

THE HIGH COURT

IN THE MATTER OF SECTION 160 OF THE PLANNING AND DEVELOPMENT ACT,
2000

BETWEEN

BERNADINE McCABE

APPLICANT

•AND

CORAS IOMPAIR ÉIREANN AND IARNRÓD ÉIREANN – IRISH RAIL

RESPONDENT

JUDGMENT of Mr. Justice Herbert delivered of 10th day of November, 2006

The Applicant seeks an Order of this court, pursuant to the provisions of s. 160 of the Planning and Development Act, 2000, directing the Respondent to restore a 161 years old railway under-bridge at Gingerstown, Caragh, Naas, Co. Kildare, to its condition prior to what is claimed to have been unauthorised development carried out by the Respondent at the bridge on the 16th, 17th and 18th days of March 2002.

On the 13th February, 2002, the Applicant wrote to the Respondent asserting that in her belief

THE SUPREME COURT

084/03

Murray CJ
McCracken J
Kearns J

IN THE MATTER OF SECTION 27(1) OF THE LOCAL
GOVERNMENT (PLANNING AND DEVELOPMENT) ACT 1976 AS
AMENDED BY SECTION 19(4) OF THE LOCAL GOVERNMENT
(PLANNING AND DEVELOPMENT) ACT 1992

AND

IN THE MATTER OF AN APPLICATION BY THE RIGHT
HONOURABLE THE LORD MAYOR ALDERMEN AND
BURGESSES OF DUBLIN

Between:

The Right Honourable the Lord Mayor
Aldermen and Burgesses of Dublin

Applicant/ Appellant

AND

Arnold Lowe and Signways Limited

Respondents

Judgment of Mr Justice McCracken delivered the 17th day of
December 2004

This is a matter with a somewhat lengthy history. By notice of motion dated 18th May 1999 the Appellant sought the following reliefs pursuant to s.27 of the Local Government (Planning and Development) Act 1976 as amended, namely:-

"1 An order, directing the respondents and each or either of them, to forthwith discontinue the unauthorised use of the exterior flank wall (Chancery Place elevation) at first and second floor level of the premises situate at and known as Number 3, Inns Quay, Dublin 7, for advertisement purposes.

2 An order, directing the respondents and each or either of them, to forthwith remove the advertisement hoarding (including all fixtures and fittings) erected on the exterior flank wall (Chancery Place elevation) of the premises situate at and

FINGAL COUNTY COUNCIL

and -

DAVID BURNIE

EX-TEMPORE JUDGMENT OF MR. JUSTICE KEANE DELIVERED
26TH OCTOBER, 1993

I am satisfied that the replacement of the silicate timber look like external cladding with external brickwork cladding is attempted development within the meaning of Section 4(1)(g) of the Local Government (Planning and Development) Act, 1963. Whilst the construction of the external brickwork cladding does materially affect the external appearance, the question must be further posed as to whether or not such appearance is inconsistent with the character of the structure or of neighbouring structures. In the Cairnduff v. O'Connell 1986 IRLM 465 case, an obvious primary concern in that case was the fact that the building in question was one of a terrace of Georgian houses which is distinguishable from the instant case. In my view, it is almost impossible to contend that the external brickwork cladding is inconsistent with the character of neighbouring structures. In my view, there is no common theme among the neighbouring structures. In my view, it is also impossible to contend that the external brickwork cladding is inconsistent with the character of the Respondent's existing structure itself. It is noteworthy that An Bord Pleanála in their decision to grant retention in 1986 referred to the structure as a dwellinghouse. I accept that the Respondent has replaced unsatisfactory external cladding with proper cladding. Therefore, I find that it is not inconsistent with the character of the structure itself. The character of the structure is a dwellinghouse by the sea in an area of high amenity. Accordingly, I find that the replacement of the external cladding is within Section 4(1)(g) of the 1963 Act. I accordingly refuse relief in respect of this aspect of the Applicant's claim for relief. As I have found that the construction of the new external cladding is within Section 4(1)(g) of the 1963 Act, it follows (and it has been correctly conceded by Counsel on

SINGAPORE DISTRICT COURT

and -

DAVID BYRNE

EX-TEMPORE JUDGMENT OF MR. JUSTICE KEANE DELIVERED
26TH OCTOBER, 1995

I am satisfied that the replacement of the silicone timber look alike external cladding with external brickwork cladding is exempted development within the meaning of Section 4(1)(g) of the Local Government (Planning and Development) Act, 1963. Whilst the construction of the external brickwork cladding does materially affect the external appearance of the external brickwork cladding does whether or not such appearance is inconsistent with the character of the structure or of neighbouring structures. In the *Callaghan v. O'Connell* 1986 IR 465 case, an obvious primary concern is that once was the fact that the building in question was one of a terrace of Georgian houses which is disqualifiable from the instant case. In my view, it is almost impossible to contend that the external brickwork cladding is inconsistent with the character of neighbouring structures. In my view, there is no common theme among the neighbouring structures. In my view, it is also impossible to contend that the external brickwork cladding is inconsistent with the character of the Respondent's existing structure itself. It is noteworthy that Mr. Board Pleasants in their decision to grant permission in 1986 referred to the structure as a dwellinghouse. I accept that the Respondent has replaced unsatisfactory external cladding with proper cladding. Therefore, I find that it is not inconsistent with the character of the structure itself. The character of the structure is a dwellinghouse by the sea in an area of high amenity. Accordingly, I find that the replacement of the external cladding is within section 4(1)(g) of the 1963 Act. As I have found that the construction of the new external cladding is within Section 4(1)(g) of the 1963 Act, it follows (and it has been correctly conceded by Counsel on behalf of the Applicant) that, in that event, the construction of the porch to the front of the Respondent's premises and the construction of the 8 sq.m. extension to the rear of the Respondent's premises are within the exemption limits provided for the Local Government (Planning and Development) Regulations, 1994.

In relation to the construction by the Respondent of a three sided area approximately 44 sq.m., I find as a matter of fact that the construction of this is at the side of the Respondent's dwelling and, therefore, as constructed, it is not

and is a chimney hearth. There is no indication that this is a garage. Such an addition, if accepted by the Court, would involve the Court in supervising further construction by the Respondent. In my view, if a structure is unauthorized an Order should be made. The only exception to this would be in circumstances where the County Council was guilty of breach or acquiescence so as to render the Order unjust in such circumstances of fact and/or acquiescence. The Respondent is the last case went ahead with the unauthorized development to the side of his premises. Accordingly, it must be removed. For the avoidance of any doubt, I will make it clear that only that part of the extension comprising 8 sq.m. to his dwelling comes within the meaning of Class 1, part 1 of the Second Schedule to the Local Government (Planning and Development) Regulations, 1994 as that, in my view, is the only part which is to the rear of the Respondent's premises. For the avoidance of any doubt, it is my view that the meaning of the words "to the rear of the dwellinghouse" does not equate to the side of the dwelling. Accordingly, only that part of the extension comprising 8 sq.m. can come within the meaning of Class 1, Part 1 of the Second Schedule to the 1994 Regulations. I regard the increase in the size of the windows on each side of the porch as constructed by the Respondent not to amount to a material change in the external appearance of the structure and I equally find that they are not inconsistent with the character of the structure or of neighbouring structures.

Accordingly, I will Order that the Respondent removes the structure to the side of his dwellinghouse.

I also find that the deposit by the Respondent of waste debris and builders' rubble on the land adjacent to his property to come within the "de minimus" Rule and I accordingly, will not make an Order in relation thereto.

In relation to costs, Counsel for the Applicant has submitted that as the County Council had to go to Court in relation to this case, it should be awarded its costs. Counsel for the Respondent submits that as his client has successfully contended that he comes within Section 4(1)(g) of the 1963 Act, no Order should be made as costs in this case. It seems to me that this case may well have ended up in Court if any event given that a Section 5 reference could have been made to Mr. Board Pleasants which would ultimately have been referred to this Court. In all the circumstances, I will make no Order as to costs in this case.

ABP-

[illegible]