



Comhairle Cathrach Chorcaí Cork City Council

Halla na Cathrach, Corcaigh - City Hall, Cork - T12 T997

Mercy Hospital Foundation
c/o Jan Oosterhof
Cunnane Stratton Reynolds
Copley Hall
Cotter Street
Cork

10/05/19

RE: Section 5 R511/19 9 Dyke Parade

Dear Sir/Madam,

With reference to your request for a section 5 Declaration at the above named property, I wish to advise as follows:

Having regard to:-

- Section 24 of the Planning and Development Act 1963,
- Sections 2 and 3 of the Planning and Development Act 2000 (as amended), and
- Articles 6, and 9 of the Planning and Development Regulations 2001 (as amended),

It is considered that proposed change of use is **NOT Development**

Yours Faithfully,

Paul Hartnett
Assistant Staff Officer
Strategic Planning & Economic
Development



We are Cork.

PLANNER'S REPORT		Cork City Council Development Management Strategic Planning and Economic Development
Ref. R511/19		
Application type	Section 5 Declaration	
Description	<i>Whether the proposed change of use of no. 9 Dyke Parade to a Cancer Care Centre constitutes development and if so, is it exempted development?"</i>	
Location	9 Dyke Parade	
Applicant	Mercy University Hospital Cork Foundation.	
Date	07/05/2019	
Recommendation	<i>Is Not Development</i>	

In this report 'the Act' means the Planning and Development Act 2000 (as amended) and 'the Regulations' means the Planning and Development Regulations 2001 (as amended), unless otherwise indicated.

1. Requirements for a Section 5 Declaration

Section 5(1) of the Planning and Development Act 2000 as amended states,

5.—(1) If any question arises as to what, in any particular case, is or is not development or is or is not exempted development within the meaning of this Act, any person may, on payment of the prescribed fee, request in writing from the relevant planning authority a declaration on that question, and that person shall provide to the planning authority any information necessary to enable the authority to make its decision on the matter.

The requirements for making a section 5 declaration are set out in the Act.

2. The Question before the Planning Authority

In framing the question to the planning authority, the applicant states in Q2 of the application form:

"Whether the proposed change of use of no. 9 Dyke Parade to a Cancer Care Centre constitutes development and if so, is it exempted development?"

3. Site Description

The property in question is a mid terrace 3 storey unit protected structure (PS584) which is also listed on the NIAH as being of Regional Architectural interest.

4. Planning History

No known applications.

E5002: Unauthorised windows. Case closed.

5. Legislative Provisions

5.1 **The Act**

Section 2(1),

"works" includes any act or operation of construction, excavation, demolition, extension, alteration, repair or renewal and, in relation to a protected structure or proposed protected structure, includes any act or operation involving the application or removal of plaster, paint, wallpaper, tiles or other material to or from the surfaces of the interior or exterior of a structure.

Section 3(1),

In this Act, “development” means, except where the context otherwise requires, the carrying out of any works on, in, over or under land or ‘the making of any material change in the use of any structures or other land’

Section 4(1)(h),

The following shall be exempted developments for the purposes of this Act-development consisting of the carrying out of works for the maintenance, improvement or other alteration of any structure, being works which affect only the interior of the structure or which do not materially affect the external appearance of the structure so as to render the appearance inconsistent with the character of the structure or of neighbouring structures;

Section 4(2),

Section 4(2) provides that the Minister may, by regulations, provide for any class of development to be exempted development. The principal regulations made under this provision are the Planning and Development Regulations 2001-2013.

Section 5(1),

(See section 1 of this report)

Section 177U (9) (screening for appropriate assessment)

In deciding upon a declaration or a referral under section 5 of this Act a planning authority or the Board, as the case may be, shall where appropriate, conduct a screening for appropriate assessment in accordance with the provisions of this section.

5.2 The Regulations

Article 9 (1)

Development to which article 6 relates shall not be exempted development for the purposes of the Act –

- (a) (i) if the carrying out of such development would... contravene a condition attached to a permission under the Act or be inconsistent with any use specified in a permission under the Act,*
- (a) (viii) consist of or comprise the extension, alteration, repair or renewal of an unauthorised structure or a structure the use of which is an unauthorised use,*

Article 10 (1)

Development which consists of a change of use within any one of the classes of use as specified in Part 4 of Schedule 2, shall be exempted development for the purposes of the Act, provided that the development, if carried out would not –

- (c) be inconsistent with any use specified or included in such a permission, or*
- (d) be development where the existing use is an unauthorised, save where the change of use consists of resumption of a use which is not unauthorised and which has not been abandoned*

6. ASSESSMENT

Planning permission is required for all development of land carried out since 1st October, 1964 **and**, which is not exempted development, or, for the retention of unauthorised structures. I note that the applicant has stated that the structure has the following history:

1780: Property listed as a House.

1959: Acquired and occupied by the Cork Polio and General After Care Association.

2002: The property was sold with the following condition of sale:

“The Vendor has been the sole occupant of the premises since acquiring same in 1959 and has used the premises variously as a residential hostel, school for persons with a learning difficulty and as assessment clinic without any Planning Applications having been made in respect of any of the said uses or change of uses. The premises was used for upwards of twenty years as an assessment clinic...”

2013 – 2018: Services for MyMind (multi Lingual services for migrant populations) and Children’s Leukaemia Association (multi-disciplinary services).

I have found the following details contained within the 1997 Statement of Accounts from the Directors of the Cope Foundation:

DAY SERVICES	Year Opened	RESIDENTIAL SERVICES	Year Opened
Scoil Bernadette	1958	Maple Place, Togher	1971
Scoil Eanna	1959	Westside Estate, Togher	1973
St. Paul’s School	1965	Ashville (Unit A)	1973
St. Killian’s School	1969	Parkview (Unit B)	1973
Tracton	1961	Silverheights Drive	1976
Beech Hill	1961	Hollyhill	1979
Ashville (Unit A)	1973	Vicar’s Road, Togher	1981
Parkview (Unit B)	1973	Skibbereen	1982
HoUyhiU	1979	Navigation Road, Mallow	1985
Vocational Training Centre	1977	Scartagh, Clonakilty	1985
H.E.L.P. Industries	1970	Deerpark, Mayfield	1986
Glasheen Centre	1987	Innishnure, Ballincollig	1987
Mallow Workshop	1988	Glasheen	1987
Midleton Centre	1990	Brooklodge, Gion mire	1987
Clonakilty Workshop	1995	Bandon	1988
Therapy Swimming Pool	1995	Lotanore, Mayfield	1988
Rainbow Lodge, PreSchool	1995	Silversprings Court	1988
Bonnington	1968	Blarney	1988
Administration Offices	1970	Manor Hill, Ballincollig	1990
9 Dyke Parade	1960	Mitchelstown	1990

Table from “COPE FOUNDATION: DIRECTORS’ REPORT AND STATEMENT OF ACCOUNTS For the year ended 31st December, 1997” Page 2.

Page 7 of this document also refers to the following:

“The following developments are in the planning stages.

- 1. Skibbereen. Extension to Day Centre at Mill Road Hostel.*
- 2. Mallow. Factory extension at Quarterstown.*
- 3. Mallow. New single storey purpose built Hostel to cater for changing needs of the Mallow client group.*
- 4. Midleton. Extension to existing Hostel and Day Centre.*
- 5. Clonakilty. Extension to Hostel at Scartagh.*
- 6. Glasheen Complex. Additional Day Centre for 50 clients.*
- 7. Glasheen Complex. Additional Hostel and Day Centre for severely profoundly multi-handicapped adult persons with a mental handicap.*
- 8. Vicars Road. Extension to HELP Industries Factory.*
- 9. Vicars Road. New Garden Centre at HELP Industries.*
- 10. New Assessment Clinic (to replace 9 Dyke Parade).*
- 11. New Central Kitchen at Montenotte.*
- 12. New Accommodation Unit to replace present inadequate/ unsuitable bedroom accommodation at Beech Hill.”*

I am satisfied that No. 9 Dyke Parade operated as a day Assessment Clinic associated with Cope pre 1963 and it was also in such use in 1997. The applicant has also declared that since 2013 to 2018, the property has been in use by MyMind and Children’s Leukaemia Association providing multi service supports for children and their families..

The proposed use is a drop-in centre providing one to one counselling, patient support groups and bereavement counselling operating from 9 to 5.30pm with some evening sessions.

6.1 Development

The first issue for consideration is whether or not the matter at hand is ‘development’.

‘Development’ as defined in the Act (3)(1) comprises two possible chief components: *‘the carrying out of any works on, in, over or under land’, or ‘the making of any material change in the use of any structures or other land’*. In order to ascertain whether or not the subject use is considered to be development as so defined, consideration must first be given to whether any works on, in, over or under land have or will be carried out, and secondly to whether any material change in the use of any structures or other land have or will take place.

‘Works’ is defined in section 2(1) of the Act as *‘the carrying out of any works on, in, over, or under land’* including *‘any act or operation of construction, excavation, demolition, extension, alteration, repair or renewal, and in relation to a protected structure or proposed protected structure, includes any act or operation involving the application or removal of plaster, paint wallpaper, tiles or other material to or from the surfaces of the interior or exterior of a structure.’*

I consider that the proposed change of use does not constitute a material change of use given the extent of the proposed use and taking into account the historical uses under the Cope Foundation as an assessment clinic pre 1963, and, more recently, the use from 2013 to 2018 by the Children’s Leukaemia Association.

6.2 Exempted development

I consider that the proposal does not constitute development.

7. ENVIRONMENTAL ASSESSMENT

7.1 Screening for Environmental Impact Assessment

Having regard to the contents of Article 103 (as amended by Article 14 of the Planning and Development (Amendment) (No 3) Regulations 2011) and Schedule 7 of the Planning and Development Regulations 2001 (as amended) it is considered that the proposed development by reason of its nature, scale and location would not be likely to have significant effects on the environment. Accordingly it is considered that an environmental impact statement is not required to be submitted.

7.2 Screening for Appropriate Assessment

Section 177U (9) of the Act requires planning authorities to screen applications for a section 5 declaration for appropriate assessment. The provisions of the *Habitats Directive*, the *Appropriate Assessment Guidelines for Planning Authorities 2009* (revised 2010) and the Act are noted. The relevant European sites are the Cork Harbour SPA (site code 004030) and the Great Island Channel cSAC (site code 001058). Having regard to the location of the proposed development site relative to these European sites and related watercourses and to the nature and scale of the proposed development it is considered that the proposed development would not affect the integrity of the European sites referred to above. Accordingly it is considered that appropriate assessment is not required.

8. Conclusion

The question has been asked whether the proposed change of use of no. 9 Dyke Parade to a Cancer Care Centre constitutes development and if so, is it exempted development.

Having considered the particulars submitted with the application and the relevant legislation as set out above, it is considered that the proposed change of use is not development

9. RECOMMENDATION

In view of the above and having regard to —

- Section 24 of the Planning and Development Act 1963,
- Sections 2 and 3 of the Planning and Development Act 2000 (as amended), and
- Articles 6, and 9 of the Planning and Development Regulations 2001 (as amended),

It is considered that proposed change of use **Is NOT Development**


Mary Doyle
Executive Planner

E. M. M. (SEP) 08.05.2019.

SECTION 5 DECLARATION APPLICATION FORM
under Section 5 of the Planning & Development Acts 2000 (as amended)

1. POSTAL ADDRESS OF LAND OR STRUCTURE FOR WHICH DECLARATION IS SOUGHT

9 Dyke Parade, Cork City, Cork.

2. QUESTION/ DECLARATION DETAILS

PLEASE STATE THE SPECIFIC QUESTION FOR WHICH A DECLARATION IS SOUGHT:

Sample Question: *Is the construction of a shed at No 1 Wall St, Cork development and if so, is it exempted development?*

Note: only works listed and described under this section will be assessed under the section 5 declaration.

Whether the proposed change of use of no. 9 Dyke Parade to a Cancer Care Centre

constitutes development and if so, is it exempted development?

ADDITIONAL DETAILS REGARDING QUESTION/ WORKS/ DEVELOPMENT:

(Use additional sheets if required).

Please refer to CSR cover letter

Comhairle Cathrach Chorcaí
Cork City Council
26 MAR 2019
Strategic Planning & Economic
Development Directorate

3. APPLICATION DETAILS

Answer the following if applicable. Note: Floor areas are measured from the inside of the external walls and should be indicated in square meters (sq. M)

(a) Floor area of existing/proposed structure/s	278.03sq.m
(b) If a domestic extension, have any previous extensions/structures been erected at this location after 1 st October, 1964, (including those for which planning permission has been obtained)?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a If yes, please provide floor areas. (sq m) _____
(c) If concerning a change of use of land and / or building(s), please state the following:	
Existing/ previous use (please circle)	Proposed/existing use (please circle)
Various uses including Residential Hostel, School for persons with a learning difficulty and an assessment clinic	Cancer Care Centre

4. APPLICANT/ CONTACT DETAILS

Name of applicant (principal, not agent):		Mercy University Hospital Cork Foundation	
Applicants Address	Mercy University Hospital Cork Foundation 26 Henry Street Cork City Cork		
Person/Agent acting on behalf of the Applicant (if any):	Name:	Jan Oosterhof for Cunnane Stratton Reynolds	
	Address:	Unit 3 Copley Hall Cotters Street Cork	
	Telephone:	[REDACTED]	
	Fax:	[REDACTED]	
	E-mail address:	[REDACTED]	
Should all correspondence be sent to the above address? <small>(Please note that if the answer is 'No', all correspondence will be sent to the Applicant's address)</small>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

5. LEGAL INTEREST

Please tick appropriate box to show applicant's legal interest in the land or structure	A. Owner	B. Other <input checked="" type="checkbox"/>
Where legal interest is 'Other', please state your interest in the land/structure in question	Contracted to buy	
If you are not the legal owner, please state the name and address of the owner if available	Linkin Limited 93 Patrick Street, Cork.	

/ We confirm that the information contained in the application is true and accurate:

Signature: Jan Oosterhof

Date: 26/03/2019

.....

ADVISORY NOTES:

The application must be accompanied by the required fee of €80

The application should be accompanied by a site location map which is based on the Ordnance Survey map for the area, is a scale not less than 1:1000 and it shall clearly identify the site in question.

Sufficient information should be submitted to enable the Planning Authority to make a decision. If applicable, any plans submitted should be to scale and based on an accurate survey of the lands/structure in question.

The application should be sent to the following address:

The Development Management Section, Strategic Planning & Economic Development
Directorate, Cork City Council, City Hall, Anglesea Street, Cork.

- The Planning Authority may require further information to be submitted to enable the authority to issue the declaration.
- The Planning Authority may request other person(s) other than the applicant to submit information on the question which has arisen and on which the declaration is sought.
- Any person issued with a declaration may on payment to An Bord Pleanála refer a declaration for review by the Board within 4 weeks of the date of the issuing of the declaration.
- In the event that no declaration is issued by the Planning Authority, any person who made a request may on payment to the Board of such a fee as may be prescribed, refer the question for decision to the Board within 4 weeks of the date that a declaration was due to be issued by the Planning Authority.

The application form and advisory notes are non-statutory documents prepared by Cork City Council for the purpose of advising as to the type information is normally required to enable the Planning Authority to issue a declaration under Section 5. This document does not purport to be a legal interpretation of the statutory legislation nor does it state to be a legal requirement under the Planning and Development Act 2000 as amended, or Planning and Development Regulations 2001 as amended.

DATA PROTECTION

The use of the personal details of planning applicants, including for marketing purposes, may be unlawful under the Data Protection Act 1988-2003 and may result in action by the Data Protection Commissioner against the sender, including prosecution

CUNNANE STRATTON REYNOLDS

CSR Ref: 19113/00c/jo/260319 Rev C

Strategic Planning and Economic Directorate
Cork City Council
City Hall
Anglesea Street
Cork

By Hand

26th March 2019

Dear Sir/Madam,

Re: **Section 5 Reference with respect to No. 9 Dyke Parade, Cork**

Question: Whether the proposed change of use of no. 9 Dyke Parade to a Cancer Care Centre constitutes development and if so, is it exempted development?

1.0 Introduction

We make the following submission to Cork City Council under the provisions of Section 5 of the Planning and Development Act 2000 (as amended). This request for a Declaration under this Section of the Act is made on behalf of the Mercy University Hospital Cork Foundation. This request is accompanied by a cheque to the value of €80 made payable to Cork City Council in respect of the prescribed fee.

The provision of a Cancer Care Centre to support the needs of cancer patients and their families is a long-term objective of the Mercy University Hospital Cork Foundation. The charity have been trying to secure a suitable site within close proximity to the Mercy University Hospital for a number of years.

This Declaration is sought in relation to the property at no. 9 Dyke Parade, outlined in red on the attached Site Location Map, at Appendix A. We are of the view that the proposed change of use to a Cancer Care Centre at no. 9 Dyke Parade is exempted development.

2.0 Site Location and History

The subject site is located at no. 9 Dyke Parade. No. 9 is a mid-terrace three storey property which is currently vacant.

CORK OFFICE
COPLEY HALL COTTERS STREET CORK
TEL: 021 496 9224 FAX: 021 496 8012
EMAIL: corkinfo@csrlandplan.ie

OFFICES ALSO AT:
3 MOLESWORTH PLACE DUBLIN 2
TEL: 01 661 0459 FAX: 01 661 0431
EMAIL: info@csrlandplan.ie

DIRECTORS
Joe Cunnane BA (Hons) Dip TP MRTPI MIPI, Christopher Stratton OBE Dip LA FLI MRTPI AMLI (British),
John Creagh BA (Hons) MRUP Dip EIA Mgmt MRTPI MPl, Ian Phillips BA (Hons) MRUP MRTPI (British),
Eamonn Premier BA (Hons) Dip TP MSc MRTPI MIPI, Declan O'Leary BAgri Sc (Land-Hort) Dip LA MLI MLI.

ARDACONG, BALLYTRASNA, TUAM
CO GALWAY
TEL / FAX: 093 60854
EMAIL: galwayinfo@csrlandplan.ie
WWW.CSRLANDPLAN.IE

Developed in the 1780's the property appears listed as a 'house' on the national Inventory of Architectural Heritage. However it was not in use as a 'house' on 1st October 1964 when The Local Government (Planning and Development) Act 1963 came into force and has not been used as a 'house' since. In 1959, The Cope Foundation, known at the time as the Cork Polio and General After-Care Association, acquired no. 9 Dyke Parade and were the occupiers of the property when the Planning and Development Act came into force. As a result of the 1956 epidemic, the Cork Poliomyelitis Aftercare Association was established in 1957 to provide rehabilitative services. Cork Poliomyelitis Association provided physiotherapy services. In 1958 the charity changed its name to the Cork Polio and General After Care Association and over time it expanded its services to support Intellectual Disabilities and Autism.

Figure 1 Site Location



3.0 Planning History and Planning Policy Context

There is no planning or enforcement records for the site.

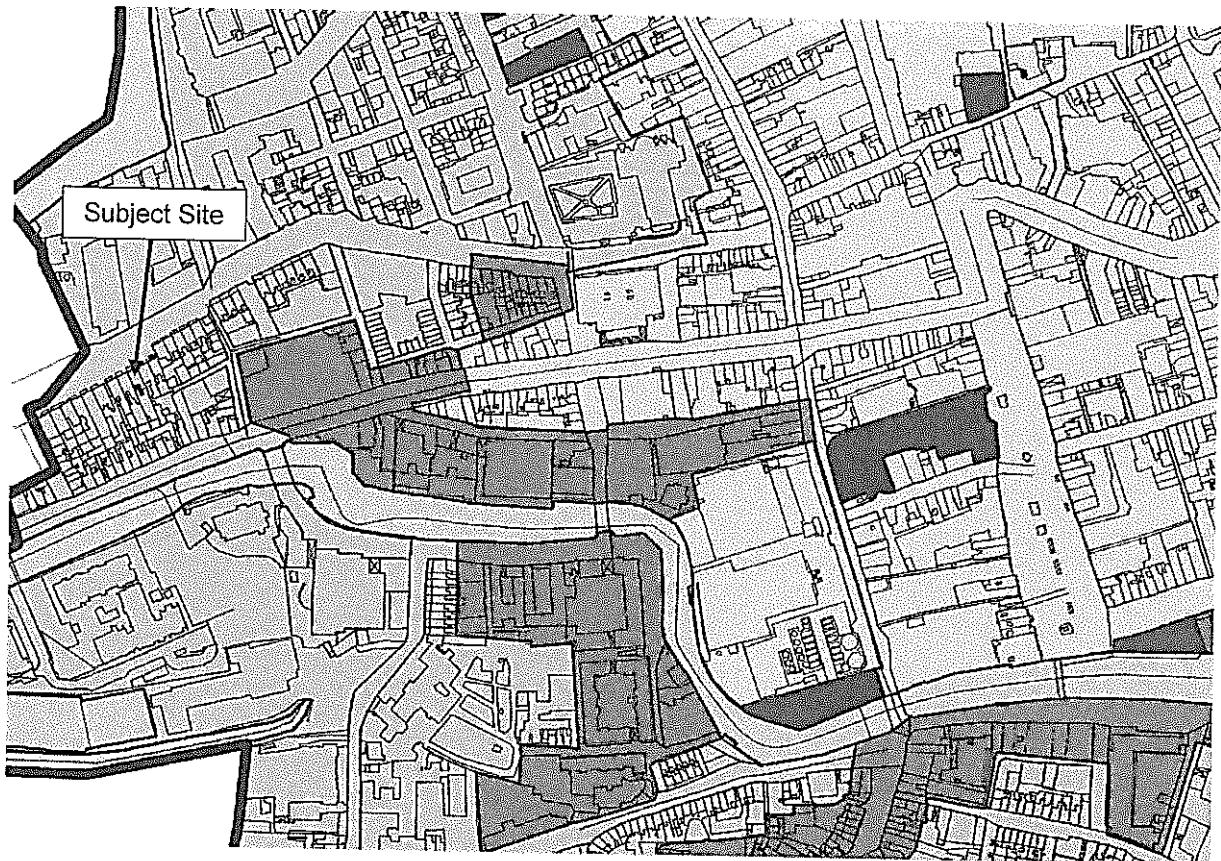
The statutory Plan for the site is the Cork City Development Plan 2015.

3.1 Site Zoning

The site is zoned as Inner City Residential Neighbourhood. This zoning relates to areas outside the Commercial Core zoning but within the City Centre boundary and some areas in the Docklands. These areas include a large quantity of older housing stock, some low end commercial uses and a range of other non-residential types such as large health and education institutions and community facilities, which strongly contribute to the character of these areas. Civic and institutional functions will be facilitated in this zoning where appropriate. The objective of this zoning is:

"To reinforce the residential character of inner city residential neighbourhoods, while supporting the provision and retention of local services, and civic and institutional functions"

Figure 2 – Extract of the CDP Zoning Map



3.2 Relevant Policies of the Cork City Development Plan 2015

The Development Plan sets out an overall vision for the City as follows:

'The vision for Cork City over the period of this Development Plan and beyond is to be a successful, sustainable regional capital and to achieve a high quality of life for its citizens and a robust local economy, by balancing the relationship between community, economic development and environmental quality. It will have a diverse innovative economy, will maintain its distinctive character and culture, will have a network of attractive neighbourhoods served by good quality transport and amenities and will be a place where people want to live, work, visit and invest in'.

The City Development Plan recognises the major role that the health sector has to play in the training of the workforce and also in research. It is therefore important to support their appropriate expansion and operation. Objective 3.14 seeks:

"To recognise the contribution of the major education and health institutions in Cork City to the overall economy of the city and their role in training, innovation and research and to support their continued operation and, where appropriate, expansion".

The Plan at Objective 3.15 states:

"Health Care Services, apart from the established major institutions, should normally be located in the City Centre, District, Neighbourhood and Local Centres. Small scale local medical services are open for consideration in the Residential, Local Service and Institutional Use zone".

A cancer support centre is compliant with the sites zoning and the location at no. 9 Dyke Parade is ideal to link the centre with the existing Mercy University Hospital. There will be no material impact to the exterior of the property and the proposed use is comparable with the previous uses on the site.

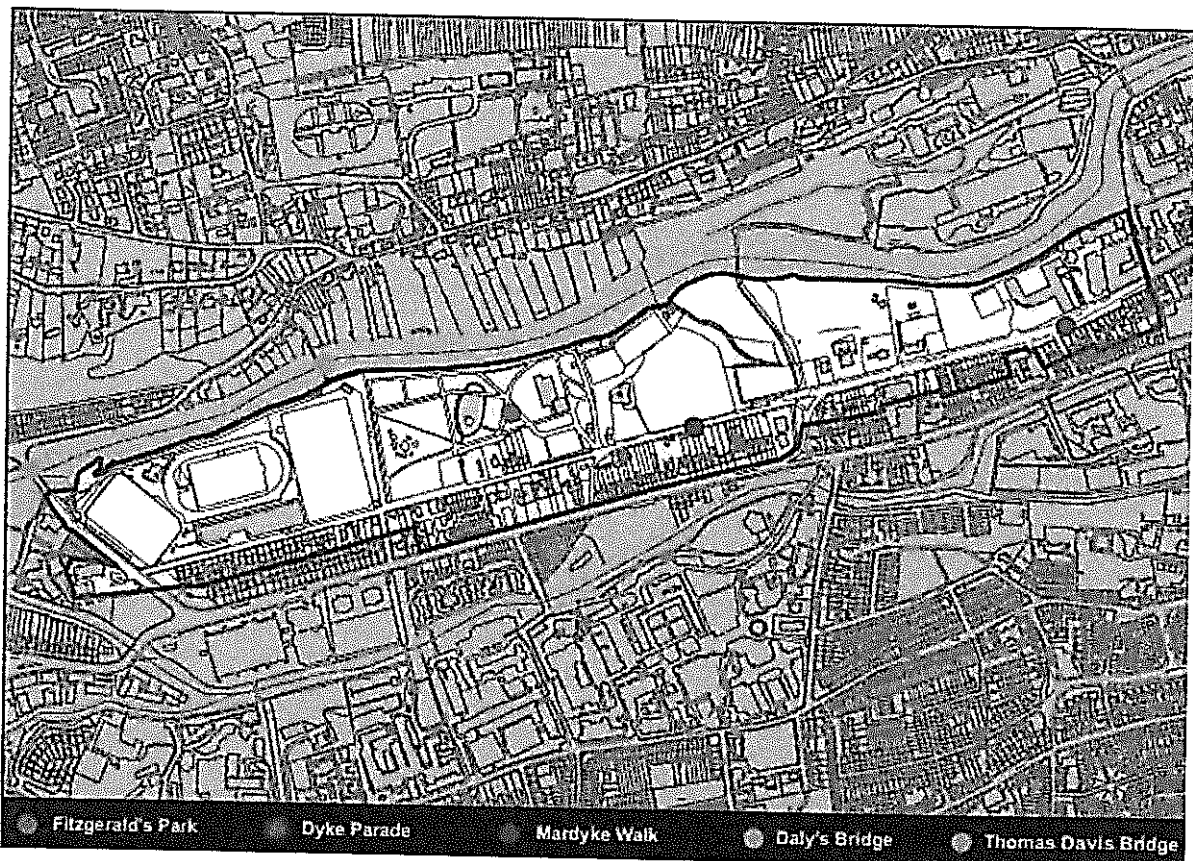
The site is located within The Mardyke Architectural Conservation Area as highlighted in Figure 3 below. The Mardyke ACA is defined by;

"A linear pattern of development, centred along the main thoroughfare running from The Maltings complex in the east to the grounds of the Sacred Heart Catholic on Western Report it is bound to the north by the River Lee while the rear gardens of predominantly terraced housing shape the southern boundary of the ACA."

Objective 9.29 of the Development Plan seeks;

"To preserve and enhance the designated Architectural Conservation Areas in the City."

Figure 3: Mardyke ACA



The property is listed on the National Inventory of Architectural Heritage (NIAH). The NIAH record is set out in figure 4 below.

Figure 4: NIAH Record

9 Dyke Parade, Cork City, Cork City

20503092



Reg. No.	20503092
Date	1780 - 1810
Previous Name	N/A
Townland	CORK CITY
County	Cork City
Coordinates	166773, 71743
Categories of Special Interest	ARCHITECTURAL
Rating	Regional
Original Use	house
In Use As	house

Description

Terraced two-bay three-storey house, c. 1795; annexe to rear; one of four. Pitched roof with rendered chimney stack. Rooflights to front date from before 1970. Painted render finish. Plat band to door case head. Square headed openings to upper floor, camber headed to ground. Replacement uPVC windows. Wrought iron balconies to the first floor. Decorative Ionic timber doorcase having cornice with dentils, engaged columns on high plinths and segmental fanlight. Timber panelled door. Steps up to entrance door with wrought iron rail. Small railed area to front, enclosed area to rear. Limestone kerb wall and wrought iron railings incorporating foot scrapers.

Appraisal

Distinctive late-Georgian terraced house, retaining many of its characteristic features, as well as its scale and form unchanged. Significant in its own right, and also for its contribution to this historically fashionable streetscape.

4.0 Proposed Cancer Care Centre at no. 9 Dyke Parade

Cancer support centres provide an invaluable and regrettably an increasingly necessary range of services for cancer patients and their families. They are generally run on a drop-in basis whereby anyone affected by cancer can access information and services offered by the centres. The proposed facility will specifically cater for the needs of and offer support to patients who have been diagnosed with cancer and their families. The facility will be open to the public between the hours of 09:00 – 17:30. In addition, the Cancer Care Centre may run some evening time sessions but these would be by invitation only and would involve small numbers.

The purpose of the facility is to provide a quiet and safe place for patients and their families to go. It will provide the following benefits to users of the centres services:

- A safe haven for patients at the time of their initial diagnosis.
- Drop-in Centre for cancer awareness and support and the potential, in time, for a Community Awareness Outreach Programme.
- Survivorship programmes and psycho-oncology services.
- Facilities for one-to-one counselling, patient support groups and bereavement counselling.
- Relaxed atmosphere where patient-centred and patient-directed care is its goal.
- It is important to note that no medicine or drugs will be dispensed from the proposed facility.

5.0 Section 5 Question

As set out above, we ask Cork City Council to confirm that a material change of use is not being proposed. In the Planning and Development Act 2000 (as amended) Section 3 (1) defines development as follows:

"Development, means, except where the context otherwise requires, the carrying out of any works on, in, over or under land or the making of any material change in the use of any structures or other land".

Works in the Planning and Development Act

"Includes any act or operation of construction, excavation, demolition, extension, alteration, repair or renewal and, in relation to a protected structure or proposed protected structure, includes any act or operation involving the application or removal of plaster, paint, wallpaper, tiles or other material to or from the surfaces of the interior or exterior of a structure".

Alteration includes

- (a) *Plastering or painting or the removal of plaster or stucco, or*
- (b) *The replacement of a door, window or roof,*

That materially alters the external appearance of a structure so as to render the appearance inconsistent with the character of the structure or neighbouring structures.

As noted in Planning and Development Law Second Edition by Garrett Simons the imposition, for the first time, of a general requirement to obtain planning permission, on October 1, 1964, represented a dramatic change in the law and involved the introduction of a restriction on property rights. Presumably for this reason, the requirement to obtain planning permission was not retrospective (in the sense that development commenced prior to October 1st, 1964 did not require planning permission). There was an express statement to this effect under Section 24 of the Local Government (Planning and Development) Act 1963.

This principle of established development continues, and is recognised (albeit in less forthright terms) under the PDA 2000 (as amended). In particular, each of the definitions of "unauthorised structure", "unauthorised use" and "unauthorised works" under Section 2 except's development commenced prior to October 1st, 1964.

The use of the property prior to October 1st 1964 was by Cork Polio and General After-Care Association. This was a service then that we believe is directly comparable as an activity to the cancer care facility the subject of this application.

We are of the view that the use of the premises is exempted development under the provisions of Section 10 (1) of the Planning and Development Regulations 2001 (as amended) which states the following with regard to changes of use:

"Development which consists of a change of use within any one of the classes of use specified in Part 4 of Schedule 2, shall be exempted development for the purposes of the Act, provided that the development, if carried out would not –

- (a) *Involve the carrying out of any works other than works which are exempted development,*
- (b) *Contravene a condition attached to a permission under the Act,*
- (c) *Be inconsistent with any use specified or included in such a permission, or*

- (d) Be a development where the existing use is an unauthorised use, save where such change of use consists of the resumption of a use which is not unauthorised and which has been abandoned”.

Having regard to Schedule 2, Part 4 of the Regulations, the site is classified as Class 8(a) – use as a health centre or clinic or for the provision of any medical or health services (but not the use of the house of a consultant or practitioner, or any building attached to the house or within the curtilage thereof, for that purpose).

Existing Use

As noted above, the property is currently vacant. We submit that the proposed use of the site in question is essentially the same use and not materially different from a planning perspective as it was pre and post 1963 as per Section 10(1)(d) of the Regulations:

- d) *Be a development where the existing use is an unauthorised use, save where such change of use consists of the resumption of a use which is not unauthorised and which has not been abandoned.*

As noted the property was acquired and occupied by the Cork Polio and General After-Care Association in 1959 until the Foundation sold the premises in 2002. Please see attached copy of Contract dated 10th May 2002 between the Cope Foundation and Maura, Michael and Daniel Reidy. We note in particular special condition no. 4 which states that:

“The Vendor has been the sole occupant of the premises since acquiring same in 1959 and has used the premises variously as a residential hostel, school for persons with a learning difficulty and an assessment clinic without any Planning Applications having been made in respect of any of the said uses or change of uses. The premises was used for upwards of twenty years as an assessment clinic. The Purchaser shall purchase the property in the full knowledge of the aforesaid uses and changes of use”.

Figure 5: *Internal fit out of 9 Dyke Parade*

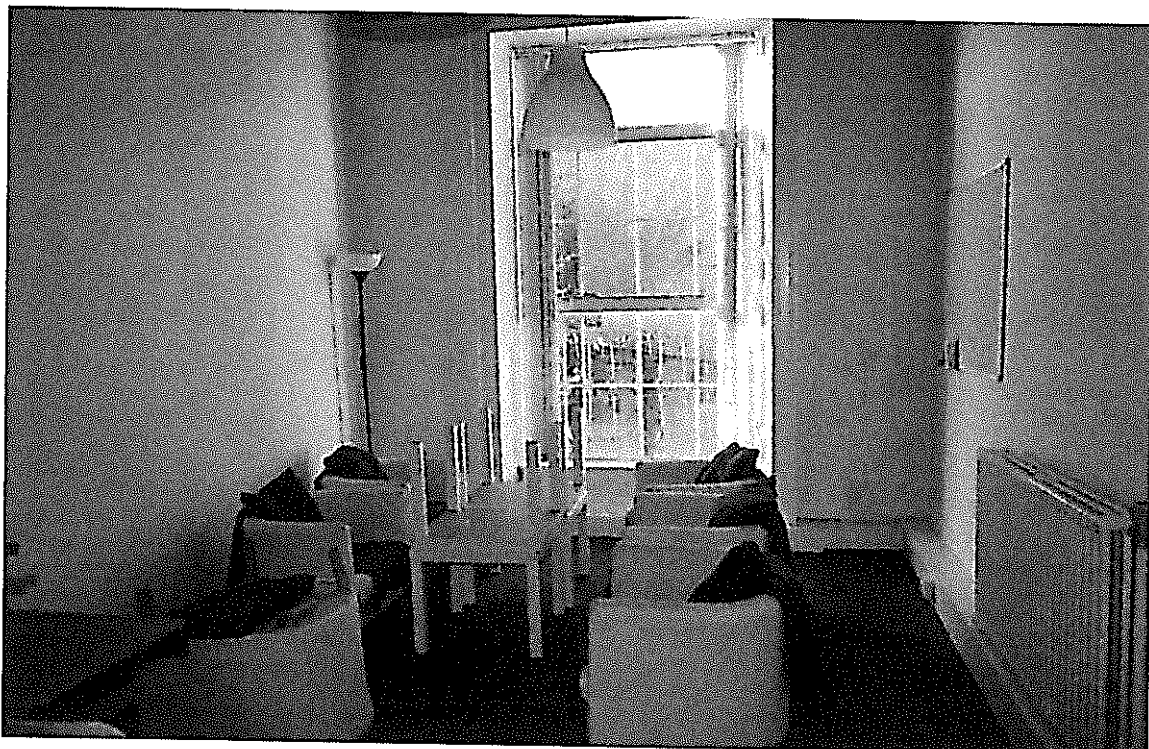
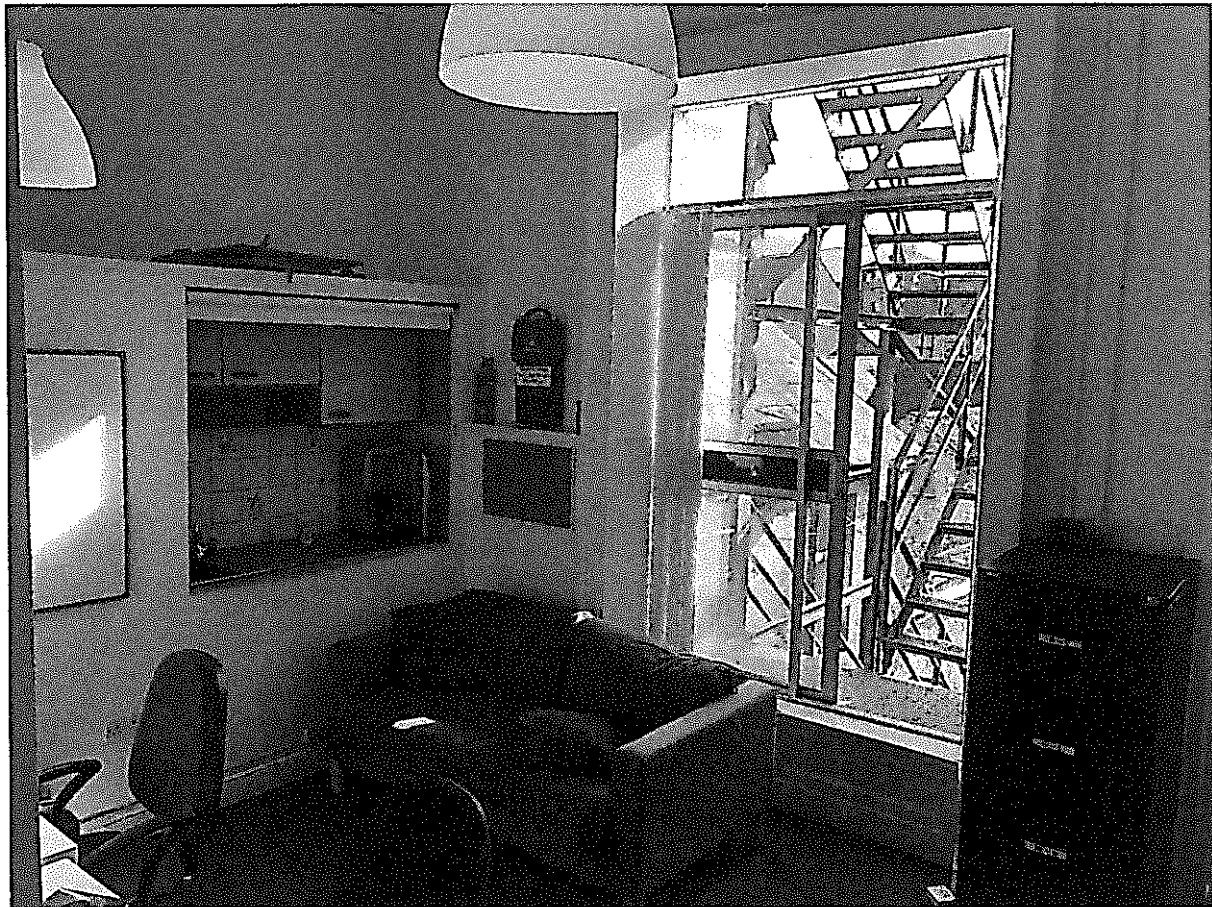


Figure 6: Internal fit out of 9 Dyke Parade



The property was co-occupied by MyMind (Centre for Mental Wellbeing) and Children's Leukaemia Association (CLA) from 2013 to 2018. We note that planning permission was not obtained by either organisation prior to occupation. Both organisations operated on site for a period of circa 5 years and no enforcement action was taken. This would suggest that the uses did not constitute a material change of use for the established use. Figures 5 and 6 indicate an internal layout directly comparable to that use the subject of this Section 5 application requiring minimal internal alterations.

MyMind Centre for Mental Wellbeing was founded in 2006 as a not-for-profit community based provider of accessible mental health care. *"MyMind has a multidisciplinary, multicultural team that is able to provide services in more than ten languages, enabling us to serve the migrant population."*

The Children's Leukaemia Association *"supports and assists families in every way possible during and after their course of treatment for Leukaemia and other cancers."* *The Children's Leukaemia Unit is "run by a dedicated multi-disciplinary team who provide the very highest standard of care possible ensuring that both children and families are cared for in a comfortable and homely environment."*

We submit that the proposed use at 9 Dyke Parade does not constitute a material change in use having regard to the historic use of the property by the Cork Polio and General After-Care Association and more recently the services provided by MyMind and Children's Leukaemia Association.

Finally, bearing in mind that the site is located within an Architectural Conservation Area and it is currently vacant the reuse as requested in this application will bring substantial planning gain as exempted development.

6.0 Conclusion

Mercy University Hospital Cork Foundation have identified 9 Dyke Parade as a suitable premises to provide a Cancer Care Centre. The building, within close proximity to the Mercy University Hospital makes it an ideal location for the proposed Cancer Care Centre.

The proposed use is directly comparable to the use established by Cork Polio and General After-Care Association in 1959 and would not constitute a material change of use where it was used as assessment clinic for over 20 years. Our view that the proposed use is exempted development is reinforced by the recent tenants (MyMind and CLA) who operated on the site without obtaining planning permission and were not subject to any enforcement action.

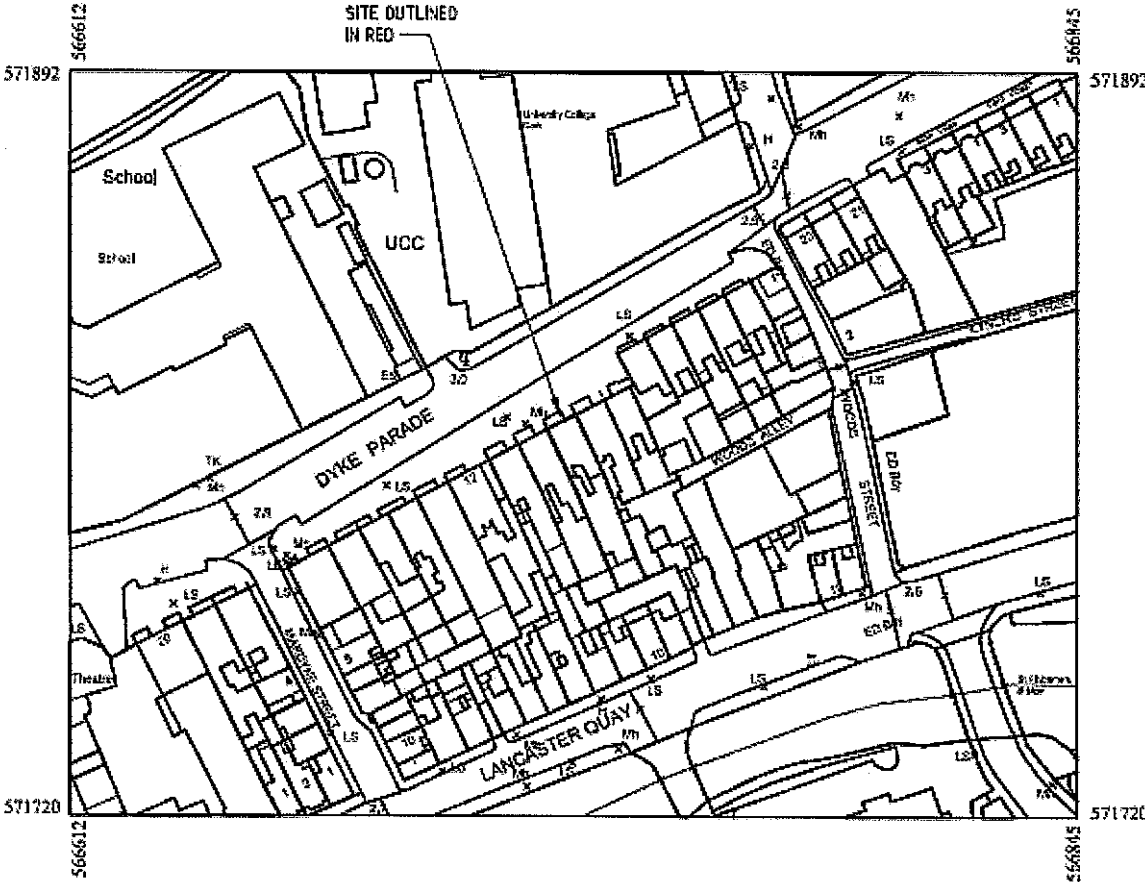
Yours sincerely

CUNNANE STRATTON REYNOLDS
LAND PLANNING & DESIGN
Dublin, Cork & Galway
www.csrlandplan.ie

Encl.

Particulars and Conditions of Sale of 9 Dyke Parade, dated May 2002
Declaration of Frances J. O'Flynn
Deeds

Appendix A – Site Location Map



SECTION 5 APPLICATION
SCALE 1:1000

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Appendix B – Extract of news article on MyMind's website confirming dates of operation at 9 Dyke Parade

MyMind is opening a new centre in Cork city to serve the growing demand for affordable mental health support.

After opening the Cork branch in 2013, MyMind saw an increase of 86% in appointments in 2017, compared to the previous year. MyMind provided nearly 5,000 appointment to the people of Cork in 2017 alone.

The new centre – located at Unit 6 South Bank, Crosses Green, provides counselling and psychotherapy in different languages for adults, teens and children, including Hungarian, Polish, Lithuanian, Italian and English.

The new centre will officially open to the public on **Monday, 26th March**, relocating from its previous address at 9 Dyke Parade.

The new centre will increase capacity for the service by 40% to serve more people in the Cork area who need support with issues such as anxiety, depression, grief and loss, addiction, stress, low self esteem and relationship issues, to name a few.

MyMind CEO and founder Krystian Fikert said, "Now in our fifth year in Cork, we have seen a huge increase in the need for support around mental health issues that most of us struggle with at some stage in our lives. By opening a bigger centre, we can meet this need head-on and focus our work on creating the best possible outcomes for our clients.

"We would urge anyone not to suffer alone if they are struggling with their mental health, and not to be afraid to seek help if they need it.

STATUTORY DECLARATION of FRANCIS J. O'FLYNN

I, FRANCIS J. O'FLYNN of 58 South Mall, in the City of Cork aged 18 years and upwards SOLEMNLY AND SINCERELY DECLARE as follows:-

1. I am a Director of COPE Foundation and I am duly authorised to make this Declaration on its behalf.
2. This Declaration relates to the property known as 9, Dyke Parade, Cork ("the Property") which is owned by COPE Foundation.
3. There has been no development of the property (apart from changes of use) which would have required Planning Permission whilst it has been in the ownership of COPE Foundation (formerly Cork Polio and General Aftercare Association).
4. The property is not affected by the provisions of the Building Control Act 1990 and the Regulations made thereunder as there has been no work carried out on the property which would have required compliance with the said Act and Regulations.
5. I make this Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1938 and for the benefit of Michael Reidy, Maura Reidy and Daniel Reidy.

DECLARED by the said Francis J. O'Flynn at
58 South Mall, in the City of Cork this 2nd
day of May 2002 before me a
Practising Solicitor and I know the Declarant.


DECLARANT


PRACTISING SOLICITOR



This Indenture

made the *Thirty-first* day of
December One Thousand Nine Hundred and Fifty-nine between WOJCIECH
DLUZEWSKI of 21 Earls Court Square, Kensington, London, S.W.5., ADAM KOSIBA of
 35 Wentworth Road, London, N.W.11., and STANISLAW GROCHOLSKI of 22 Connaught
 Square, London W.2., (hereinafter called "the Vendors") of the One Part and
CORK POLIO AND GENERAL AFTER CARE ASSOCIATION duly incorporated Company Limited
 by guarantee whose registered Office is at 133 Oliver Plunkett Street in the
 City of Cork (hereinafter called "the Association") of the Other Part WHEREAS:

1. By Indenture dated the Twelfth day of November One Thousand Eight
 Hundred and Eighty and made between Anne Woods of the One Part and Eleanor
 Woods and Charlotte Woods of the Other Part being a Grant in Perpetuity made
 under the Irish Church Temporalities Acts the premises therein described as
 "All that and those the aforesaid piece or plot of ground so demised by the
 "said hereinbefore in part recited indenture of Lease of the 23rd day of July
 "1812 and therein described as follows All That and those that part of a piece
 "of ground formerly called or known by the name of the Bowling Green then in
 "the said James Woods possession situate lying and being near the Mardyke Walk
 "in the Parish of St. Finn Barry's and in the Diocese and County of the City
 "of Cork bounded on the north by that part of the Mardyke Walk called the
 "Terrace on the South side by the Quay or Public Passage dividing the said
 "demised premises from the River on the East by the holdings of Mr. Francis
 "Cottrell and by the intended passage which divided said premises from the said
 "Cottrell's concern and as particularly described in said Francis Cottrell's
 "lease thereof and on the West by Mr. Robert Evory's house and back concerns
 "and which said demised piece of ground was enclosed with a wall from said
 "terrace so bounding it on the north and is also enclosed with a wall from
 "said quay or passage so bounding it on the South and contains by common
 "estimation from North to South about one hundred and eighty feet and in front
 "to the North thereof about ninety-seven feet and to the South thereof about
 "eighty-three feet to be the same more or less All which said hereby granted
 "premises are situate lying and being in the Parish of St. Finn Barry's and
 "City of Cork and are more particularly described on the map or chart thereof
 "delineated on these presents together with all and singular the advantages,
 "ways, passages, rights, members and appurtenances to the said hereby granted
 "premises and every part thereof being or in anywise appertaining" were
 granted and confirmed unto the said Eleanor Woods and Charlotte Woods their
 heirs and assigns for ever as tenants in common in the proportions therein
 mentioned namely the said Eleanor Woods being entitled to one-fifth and the
 said Charlotte Woods to four-fifths subject to the perpetual yearly fee farm
 rent of £69: 14: 4. and under and subject to the covenants on the Grantees
 part and conditions therein contained.

*Filed in the Registry of Deeds
 37 months after 30th Dec 1959 at 28*
 January 1960
 Book Y H
 Y. G. G. A.R.*

*197
 JH: GH*

2. By Indenture dated the Eighteenth day of October One Thousand Nine Hundred and Twenty-three and made between Maurice Godfrey and William Wellington Godfrey of the First Part Robert David Duncan of the Second Part and Patrick Bradley of the Third Part the premises therein described as "ALL THAT AND THOSE parts of a piece of ground comprised in the said hereinbefore recited Grant in Perpetuity of Twelfth day of November One Thousand Eight Hundred and Eighty consisting of the piece of ground formerly known by the name of the Bowling Green situate lying and being near the Mardyke Walk in the Parish of Saint Finn Barrs and County borough of Cork together with the buildings and erections thereon which said premises are now known as No. 9 Dyke Parade and are more particularly described and delineated on the plan endorsed hereon and thereon coloured blue" Together With the rights of drainage and other rights therein described and other appurtenances were granted to the said Patrick Bradley his heirs and assigns for ever subject to rights of light, drainage and other rights thereby reserved and subject to the said perpetual yearly rent of Sixty-nine Pounds Fourteen Shillings and Four Pence reserved by the said Grant in Perpetuity but primarily liable for the annual sum of Ten Pounds Ten Shillings portion thereof and subject to the covenants by the Grantees (other than the covenant for the payment of the said entire rent) and conditions in the said Grant so far as same related to the premises thereby assured and it was thereby agreed and declared that the said perpetual yearly rent of Sixty-nine Pounds Fourteen Shillings and Four Pence should as from the Twenty-fourth day of June One Thousand Nine Hundred and Twenty-two be apportioned so far as the same might lawfully be apportioned by charging the annual sum of Ten Pounds Ten Shillings part thereof exclusively upon the premises thereby assured in exoneration of the residue of the premises comprised in the said Grant and by charging the annual sum of Fifty-nine Pounds Four Shillings and Four Pence upon the residue of the said premises in exoneration of the premises thereby assured and the said Indenture contained covenants by the said Maurice Godfrey William Wellington Godfrey Robert David Duncan and Patrick Bradley respectively to pay the said respective yearly sums so charged upon and made payable out of the said respective premises and to indemnify and save harmless each other against the said portions of the said rent as therein contained.

3. By divers mesne assurances acts in the law and events and ultimately by an Indenture dated the Seventh day of May One Thousand Nine Hundred and Fifty-one and made between Mary Kate O'Sullivan therein described of the First Part Thomas Sullivan therein described of the Second Part and the Vendors of the Third Part the premises therein described as "ALL THAT AND THOSE the dwellinghouse and premises known as Number 9 Dyke Parade in the Parish of Saint Finnarr and City of Cork which said premises are more particularly delineated and described on the plan thereof hereon endorsed and thereon coloured Pink save the store or garage premises at the rear thereof fronting the passage

404. 21/10/23

29/1/23

"leading from Lancaster Quay to the rear of said premises known as 'Number 9 Dyke Parade' which said store or garage premises and passage are more particularly delineated and described on the said plan and thereon coloured 'green and brown' Together With the rights of drainage and other rights therein described and other appurtenances (being part of the premises comprised in the said indenture of the Eighteenth day of October One Thousand Nine Hundred and Twenty-three) were granted unto and to the use of the Vendors their and each of their heirs and assigns as joint tenants in fee simple subject to rights of light, drainage and other rights thereby reserved and subject to the said yearly sum of Ten Pounds Ten Shillings.

4. By an Indenture dated the Fifteenth day of May One Thousand Nine Hundred and Fifty-one and made between Michael Joseph Sullivan therein described of the First Part Mary Kate O'Sullivan therein described of the Second Part and the Vendors of the Third Part the premises therein described as "ALL THAT AND THOSE the store or garage premises at the rear of No. 9 Dyke Parade situate at the rear of the garden to said 9 Dyke Parade premises included inter alia in a Conveyance dated the Eighteenth day of October One Thousand Nine Hundred and Twenty-three from Maurice Godfrey and Others to Patrick Bradley in the Parish of Saint Finbarr and City of Cork" (being the residue of the premises comprised in said Conveyance of the Eighteenth day of October One Thousand Nine Hundred and Twenty-three) Together With the rights therein described and other appurtenances were granted to the Vendors their and each of their heirs and assigns as joint tenants in fee simple subject to but indemnified from any part of the said fee farm rent of Ten Pounds Ten Shillings applicable to said premises No. 9 Dyke Parade and which said premises were more particularly delineated and described on the plan thereof endorsed on said Indenture of the Fifteenth day of May One Thousand Nine Hundred and Fifty-one and thereon coloured red and green.

5. The Vendors have agreed with the Association for the sale to them free from incumbrances for the sum of One Thousand and Fifty Pounds (£1050) of FIRSTLY the premises comprised in said Conveyance of the Seventh day of May One Thousand Nine Hundred and Fifty-one and SECONDLY the premises comprised in said Conveyance of the Fifteenth day of May One Thousand Nine Hundred and Fifty-one NOW THIS INDENTURE WITNESSETH as follows:-

1. In pursuance of said agreement and in consideration of the sum of One Thousand and Fifty Pounds (£1050) paid by the Association to the Vendors (receipt whereof the Vendors hereby acknowledge) the Vendors as Beneficial Owners DO HEREBY GRANT AND CONVEY unto the Association FIRSTLY ALL THAT the hereditaments and premises granted and conveyed by the said recited Conveyance of the Seventh day of May One Thousand Nine Hundred and Fifty-one and therein described as "ALL THAT AND THOSE the dwellinghouse and premises known as 'Number 9 Dyke Parade in the Parish of Saint Finbarr and City of Cork which said premises are more particularly delineated and described on the plan

"thereof hereon endorsed and thereon coloured Pink" Together With the right in common with others of the use of the said passage as set forth in said Conveyance of the Eighteenth day of October One Thousand Nine Hundred and Twenty-three from Maurice Godfrey and others to Patrick Bradley Together with the right in common with the adjoining owners and occupiers and all persons now or hereafter claiming under them of free passage and running of water and soil from the premises hereby assured through the sewers and drains in or under the adjoining premises (being the remainder of the premises comprised in the said Grant in Perpetuity dated the Twelfth day of November One Thousand Eight Hundred and Eighty) the positions of which are shown by a dotted red line on the said plan endorsed on said Indenture of the Seventh day of May One Thousand Nine Hundred and Fifty-one the Purchasers their heirs and assigns upon request contributing a proportionate part of the expenses of keeping the said sewers and drains properly cleansed and repaired And Together Also with one several equal half part in width of the entire length of every party wall and party fence separating the premises hereby assured from the said adjoining premises and all such persons as aforesaid And Also the right of support for such half of the same walls and fences respectively over the adjoining half thereof respectively TO HOLD the same unto and to the use of the Association and its assigns in fee simple subject to the rights of the adjoining owners and occupiers of the remainder of the premises comprised in said Grant in Perpetuity dated the Twelfth day of November One Thousand Eight Hundred and Eighty and all persons now or hereafter claiming under them as contained in the said Conveyance dated the Eighteenth day of October One Thousand Nine Hundred and Twenty-three from Maurice Godfrey and Others to Patrick Bradley and to the observance and performance of the covenants and conditions in the said Grant in Perpetuity dated the Twelfth day of November One Thousand Eight Hundred and Eighty and in the said Conveyance dated the Twenty-third day of October One Thousand Nine Hundred and Twenty-three contained so far as same relates to the said yearly sum of Ten Pounds Ten Shillings and to the said premises thereby conveyed but with the benefit of said rights of indemnity distress and re-entry and powers appertaining to said premises and subject also to the payment of the entire of the said yearly rent of Ten Pounds Ten Shillings being the proportionate part of the said fee farm rent of Sixty-nine Pounds Fourteen Shillings and Four Pence applicable to the said premises in complete indemnification of the said store or garage premises at the rear of Number 9 Dyke Parade aforesaid from any portion of the said rent but with the benefit of the covenant of indemnity against payment of the remainder of the said yearly fee farm rent of Sixty-nine Pounds Fourteen Shillings and Four Pence contained in the said Conveyance dated the Eighteenth day of October One Thousand Nine Hundred and Twenty-three.

2. For the like consideration the Vendors as Beneficial Owners DO HEREBY GRANT AND CONVEY unto the Association SECONDLY ALL THAT the heredit-

aments and premises granted and conveyed by the said recited Conveyance dated the Fifteenth day of May One Thousand Nine Hundred and Fifty-one and therein described as "ALL THAT AND THOSE the store or garage premises at the "ere of No. 9 Dyke Parade situate at the ere of the garden to said 9 Dyke "Parade premises included inter alia in a Conveyance dated the Eighteenth "day of October One Thousand Nine Hundred and Twenty-three from Maurice "Godfrey and Others to Patrick Bradley in the Parish of Saint Finbarr and "City of Cork" Together With the right set forth in said Conveyance dated the Eighteenth day of October One Thousand Nine Hundred and Twenty-three in common with the adjoining owners and occupiers and all persons now or hereafter claiming under them for the Purchasers their heirs and assigns and all persons authorised by them or any of them to pass and repass over or along the passage leading to Lancaster Quay the Purchasers their heirs and assigns upon request contributing a proportionate part of the expenses of keeping the said passage repaired which said premises and passage are more particularly delineated and described on the plan thereof endorsed on said Indenture of the Fifteenth day of May One Thousand Nine hundred and fifty-one and thereon coloured red and green respectively TO HOLD the same unto and to the use of the Association its Assigns in fee simple subject to but indemnified from any part of the said fee farm rent of Ten Pounds Ten Shillings applicable to said premises Number 9 Dyke Parade created by said Grant in Perpetuity of the Twelfth day of November One Thousand Eight Hundred and Eighty from Anne Woods to Eleanor Woods and Charlotte Woods.

3. The Association hereby covenants with the vendors that the Association and its assigns will henceforth pay the said yearly rent of Ten Pounds Ten Shillings being the proportionate part of the said fee farm rent of Sixty-nine Pounds fourteen Shillings and four Pence and observe and perform the covenants and conditions in the said Grant in Perpetuity dated the Twelfth day of November One thousand Eight Hundred and Eighty and in the said Conveyance dated the Twenty-third day of October One Thousand Nine Hundred and Twenty-three from Maurice Godfrey and Others to Patrick Bradley contained so far as the same related to the premises hereby conveyed and will preserve and keep indemnified the vendors their heirs executors and administrators from all actions claims demands costs damages and expenses on account of said rent or any part thereof or the breach non performance or non observance of the said covenants and conditions or any of them.

4. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions.

5. IT IS HEREBY FURTHER CERTIFIED by the said COKE POLIO AND GENERAL AFTER CARE ASSOCIATION being the persons becoming entitled under this Instrument to the Lessee's entire beneficial interest in the property hereinbefore described and to whom the said property is hereby conveyed that the said COKE POLIO AND GENERAL AFTER CARE ASSOCIATION is a body

Thousand Nine Hundred and Forty-seven where the issued shares in each class are to an extent exceeding one half (in nominal value) thereof in the beneficial ownership of persons each of whom is an Irish Citizen.

IN WITNESS whereof the said WOJCIECH DLUZEWSKI, ADAM KOSIBA and STANISLAW GROCHOLSKI have hereunto set their hands and affixed their seals and the said CORK POLIO AND GENERAL AFTER CARE ASSOCIATION has caused its Common Seal to be hereunto affixed the day and year first herein WRITTEN.

SIGNED SEALED AND DELIVERED by the said WOJCIECH DLUZEWSKI in presence of:-

Witness
Name: *Josef Wisniewski*
Address: *13, Redcliffe Square, London, S.W.10*
Occupation: *publisher*

Name: *Zygmunt Kozminski*
Address: *49, Mill Hill Grove, W. 3*
Occupation: *Journalist*

Josef Wisniewski

SIGNED SEALED AND DELIVERED by the said ADAM KOSIBA, in presence of:-

Witness
Name: *Josef Wisniewski*
Address: *13, Redcliffe Square, London, S.W.10*
Occupation: *publisher*

Name: *Zygmunt Kozminski*
Address: *49, Mill Hill Grove, W. 3*
Occupation: *Journalist*

Adam Kosiba

SIGNED SEALED AND DELIVERED by the said STANISLAW GROCHOLSKI in presence of:-

Witness
Name: *Josef Wisniewski*
Address: *13, Redcliffe Square, London, S.W.10*
Occupation: *publisher*

Name: *Zygmunt Kozminski*
Address: *49, Mill Hill Grove, W. 3*
Occupation: *Journalist*

S. Grocholski

PRESENT when the Common Seal of the CORK POLIO AND GENERAL AFTER CARE ASSOCIATION was hereunto affixed:-

Michael O'Donnell
Secy. Cork

Seamus
18, Leinster
West End,
Dublin, Ire.
Insurance Inspector

M. C. MacLennan
DIRECTOR

John O'Mahony
DIRECTOR

John Bermingham
SECRETARY

**WARNING: IT IS RECOMMENDED THAT THE WITHIN SHOULD NOT
BE
COMPLETED WITHOUT PRIOR LEGAL ADVICE**

**LAW SOCIETY OF IRELAND
GENERAL CONDITIONS OF SALE (2001 EDITION)**

**PARTICULARS
and
CONDITIONS OF SALE**

of

Premises 9 Dyke Parade, Cork

SALE BY PRIVATE TREATY

Auctioneer: Colliers Jackson-Stops
Address: 45 Grand Parade, Cork
Vendor: COPE Founation
Vendor's Solicitor: O'Flynn Exhams & Partners
Address: 58 South Mall, Cork
Reference: FOF/KC/7888.1102

**WARNING: It is recommended that the within should not be completed
without prior legal advice.**

MEMORANDUM OF AGREEMENT made this 10th day of May 2002

BETWEEN

COPE Foundation

Having its registered office at Bonnington, Montenotte, Cork

REGISTERED CHARITY: CHY5288.

Vendor

and

MAURA REIDY, MICHAEL REIDY AND DANIEL REIDY

C/o the Chateau Bar, Patrick Street, Cork.

Purchaser

whereby it is agreed that the Vendor shall sell and the Purchaser shall purchase in accordance with the annexed Special and General Conditions of Sale the property described in the within Particulars at the purchase price mentioned below.

Purchase price €603,125.00

Closing Date: 17TH May, 2002

Less deposit € 60,312.00

Interest rate: [12] per cent
per annum

Balance €542,813.00

SIGNED [Signature]
Vendor

SIGNED [Signature]
Purchaser
(ON BEHALF OF PURCHASERS)

Witness [Signature]

Witness [Signature]

Occupation Legal Secretary

Occupation Solicitor

Address 58 South Mall, Cork

Address Cork

As Stakeholder I/We acknowledge receipt of Bank Draft/Cheque for £ in respect of deposit.

Signed: _____

PARTICULARS AND TENURE

ALL THAT AND THOSE the dwellinghouse and premises known as number 9 Dyke Parade in the Parish of Saint Finbarr and City of Cork as held by the Vendor under Indenture of Conveyance dated 31st day of December 1959 and made between Wojciech Dluzewski, Adam Kosiba and Stanislaw Grocholski all of the one part and Cork Polio and General Aftercare Association of the other part forever subject to an apportioned annual rent of £10.50 per annum.

DOCUMENTS SCHEDULE

1. Original Conveyance dated 18th October 1923 – Maurice Godfrey and William Wellington Godfrey of the first part, Robert David Duncan of the second part, Patrick Bradley of the third part.
2. Original Conveyance dated 9th May 1924 – Patrick Bradley to Thomas Sullivan and Annie Sullivan.
3. Original Conveyance dated 14th April 1947 – Tom O’Sullivan to Kate O’Sullivan.
4. Original Conveyance dated 7th May 1951 – Mary Kate O’Sullivan first part, Tom O’Sullivan second part and Wojciech Dluzewski, Adam Kosiba and Stanislaw Grocholski of the third part.
5. Original Conveyance dated 15th May 1951 – Michael Joseph Sullivan first part, Mary Kate O’Sullivan second part and Wojciech Dluzewski, Adam Kosiba and Stanislaw Grocholski of the third part.
6. Original Conveyance dated 31st December 1959 - Wojciech Dluzewski, Adam Kosiba and Stanislaw Grocholski and Cork Polio and General Aftercare Association of the other part.
7. Certified copy Certificate of Change of Name of COPE Foundation (formerly Cork Polio and General Aftercare Association) together with copy Memorandum and Articles of Association.
8. Copy Notification in accordance with Section 38 of the Local Government (Planning & Development) Act 1999 – Protection of Architectural Heritage dated 14th April 2000.

SEARCHES SCHEDULE

NONE

SPECIAL CONDITIONS

1. Save where the context otherwise requires or implies or the text hereof expresses to the contrary the definitions and provisions as to interpretations set forth in the within General Conditions shall be applied for the purposes of these Special Conditions.
2. The said General Conditions shall;
 - (a) apply to the sale in so far as the same are not hereby altered or varied and these Special Conditions shall prevail in case of any conflict between them and the General Conditions.
 - (b) be read and construed without regard to any amendment therein unless such amendment shall be referred to specifically in these Special Conditions.
3. The title shall commence with the original Conveyance dated 31st December 1959 referred to at number 6 in the Documents Schedule. Entirely without prejudice thereto the vendor will furnish the purchaser with all deeds and documents specified in the Documents Schedule. The Purchaser shall not enquire into the title prior to the Conveyance dated the 31st day of December 1959. The property in sale is subject to a perpetual yearly rent of £10.10s. being an apportioned part of the perpetual yearly rent of £69.14s.4d. reserved by a Grant in Perpetuity dated the 12th day of November 1880 between Anne Woods of the one part and Eleanor Woods and Charlotte Woods of the other part. The said rent has not been demanded from or paid by the Vendor and the Purchaser shall accept a Statutory Declaration in relation thereto as referred to in General Requisition 33.7. The Purchaser shall not require the Vendor to furnish the copy of the said Grant in Perpetuity dated the 12th day of November 1880 but shall accept a certified copy Memorial thereof if the said Grant in Perpetuity was registered. The Purchaser shall conclusively accept that the Indemnity contained in an Indenture of the 18th day of October 1923 made between Maurice Godfrey and William Wellington Godfrey of the one part and Robert David Duncan of the other part is effective to indemnify the property in sale against liability for £59.4s.4d. of the said Perpetual Rent of £69.14s.4d., and the Purchaser shall not raise any Objection or Requisition in relation to same.
4. The Vendor has been the sole occupant of the premises since acquiring same in 1959 and has used the premises variously as a residential hostel, school for persons with a learning difficulty and an assessment clinic without any Planning Applications having been made in respect of any of the said uses or change of uses. The premises was used for upwards of twenty years as an assessment clinic. The Purchaser shall purchase the property in the full knowledge of the aforesaid uses and changes of use. The Vendor does not make any warranty as to the suitability of the premises in sale for any particular use.

5. The premises in sale is a Listed Building in the Cork City Development Plan 1998 and notice thereof was served on the Vendor by notification dated 14th April 2000 as referred to at number 8 in the Documents Schedule. The Purchaser acquires the property with full knowledge that the building is a Listed Building and the Purchaser will not raise any Objection or Requisition in relation to same.

THE LAW SOCIETY OF IRELAND

PARTICULARS AND CONDITIONS OF SALE

(2001 EDITION)

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File Name:

v_50043486_1.dwg

Clip Extent / Area of Interest (AOI):

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LRX,LRX= 566845.5103,571720.3403
ULX,ULY= 566612.5103,571892.3403
URX,URY= 566845.5103,571892.3403

Projection / Spatial Reference:

Projection= IRENET95_I_T_M

Centre Point Coordinates:

X,Y= 566729.0103,571806.3403

Reference Index:

Map Series | Map Sheets
1:1,000 | 6382-09
1:1,000 | 6382-14

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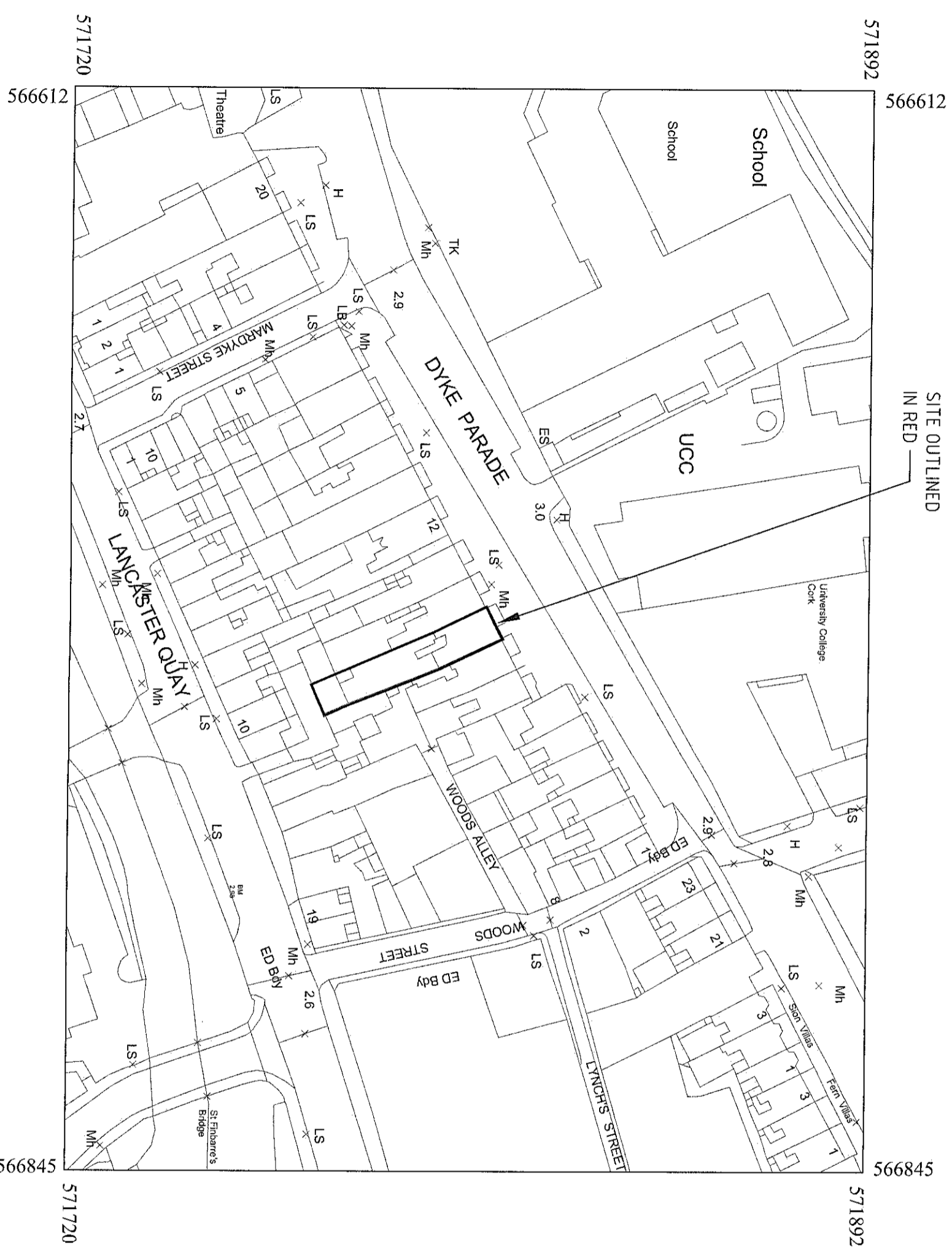
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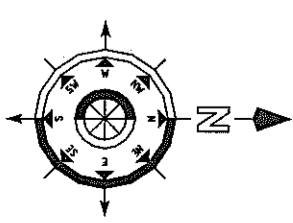
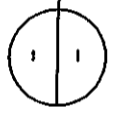
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SECTION 5 APPLICATION
SCALE 1:1000



Computer Generated Map
Date: February 2019
Scale 1:1000
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No. AIR 0060019

CONSULTING ENGINEERS
CIVIL & STRUCTURAL
PROJECT MANAGEMENT

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Blonriny Road, Cork, Ireland
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F: +353 (0)21 459797 W: www.rka.ie