

## **SUBMISSION TO AN BORD PLEANÁLA Case 323699**

Re: Proposed Wind Farm Development at Shancloon, Co. Galway

Declan & Georgina Geraghty  
Derrymore, Caherlistrane, Co Galway  
(Folio Numbers GY116157F & GY4017F)

Bernard & Angela Geraghty  
(Folio Number GY116157F)  
Derrymore, Caherlistrane, Co Galway

### **Introduction**

I am a neighbouring landowner whose holding comprises both peatland and working agricultural land. The peatland closest to the proposed development, held jointly by my brother and me under folio GY116157F, is directly adjoining the location of a proposed turbine, which is positioned immediately beside our boundary at a distance exceptionally close for a structure of this scale.

The purpose of this submission is to outline concerns regarding:

- public participation,
- agreements offered by the developer,
- peatland disturbance and hydrological impacts,
- flood risk to my agricultural land,
- potential land devaluation, and
- community health and wellbeing impacts.

We are not making any allegation of wrongdoing. We are outlining the factual circumstances as they occurred and asking the Board to consider their relevance.

### **Interaction With the Developer and the Option Agreement**

We were approached by RWE Renewables Ireland Ltd and offered a financial payment to sign an Option Agreement relating folio number GY116157F, even though no turbine or cable is located on our property.

During these discussions:

- We were told that we were a "special case",
- but no clear explanation was provided.

The Option Agreement included clauses that:

- restricted us from objecting,
- prevented us from supporting objections by others,
- required us to support the developer's planning application,
- restricted land use, and
- imposed confidentiality obligations.

These provisions appeared unusually broad for a neighbouring, non-participating landowners. We as a family ultimately decided not to sign.

A copy is attached as Appendix 1, solely to demonstrate the type of clauses offered and their potential impact on public participation.

### **Proximity of Our Peatland to Turbine**

The closest part of my landholding is peatland situated immediately beside the boundary of the proposed turbine site, at a distance that is exceptionally close for a structure of this scale (180 metres in height).

Such extreme proximity raises concerns regarding:

- physical disturbance to peat,
- hydrological changes,
- edge instability or settlement, and
- long-term ecological impact.

### **Registered Right-of-Way Over the Turbine Folio**

We hold a legal right-of-way over folio GY44638, where several turbines are proposed.

Construction or operation may:

- interfere with safe use of the right-of-way,
- introduce heavy machinery near or across it,
- destabilise the surface used for access, and
- create spatial conflict with turbine foundations or infrastructure.

### **Peatland (Folio GY116157F) and Hydrological Disturbance**

Our peatland is highly sensitive. Construction activities typically associated with turbine development—such as peat excavation, foundation works, crane pads, access tracks, cabling and heavy machinery movement—can:

- alter the water balance within the peat,
- cause drying or oversaturation,
- shift natural drainage,
- trigger erosion, and
- impact long-term peatland stability.

Given that the turbine is immediately beside our peatland boundary, these risks have direct implications for our land.

### **Constraints on Future Use of Peatland Due to Proximity**

If this development proceeds, the extremely close placement of a turbine beside our peatland would significantly restrict what we can safely or practically do on our land.

Proximity of a 180-metre turbine can limit:

- safe access due to turbine operating envelopes,
- use of machinery or equipment near the turbine,
- ability to manage, cut, restore, or develop peatland,
- feasibility of future amenity or ecological works,
- long-term environmental stewardship opportunities, and
- overall utility and value of the peatland.

These limitations arise not from contract terms, but from the physical and operational realities of a turbine positioned directly beside our land boundary.

### **Floodplain and Hydrological Concerns Affecting My Agricultural Land (Folio GY4017F)**

Separate from the peatland, the remainder of my holding includes working agricultural land. Older Irish mapping identifies parts of this agricultural land as floodplain or seasonally wet ground.

Development-related drainage changes could:

- increase flooding or waterlogging,
- reduce agricultural usability,
- damage soil structure, and
- diminish land productivity and value.

### **Impact on the Value and Amenity of My Landholding**

My home agricultural land and peatland function as a combined holding. A windfarm positioned so close to us may impact:

- amenity value,
- usability, and
- long-term market value.

### **Community Health and Wellbeing Concerns**

Turbines of approximately 180 metres in height may affect nearby residents and farmsteads.

Potential impacts include:

- noise (including low-frequency),
- amplitude modulation,
- shadow flicker,
- construction disturbance, and
- visual dominance.

These may contribute to stress, sleep disruption, and reduced rural amenity.

### **Impact of Restrictive Agreements on Public Participation**



[REDACTED] and [REDACTED]

**-and-**

**RWE Renewables Ireland Limited**

**OPTION AGREEMENT  
FOR LEASE**

**relating to proposed wind farm development at Shancloon, Co. Galway**

**RWE Renewables Ireland Limited  
Unit 5  
Desart House  
Lower New Street  
Kilkenny**



	annexed hereto subject to such alterations as shall be agreed between the parties;
"the Lease Plan"	the plan to be annexed to the Lease, details of which are set out in clause 3.2;
"Licence Holder"	the holder of a licence granted under the Electricity Regulation Act 1999 to operate the Irish electricity distribution system or the transmission system as appropriate;
"the Option"	the option for lease set out in clause 2;
"the Option Agreement for Easement"	means the Option Agreement for Easement between RWE Renewables Ireland Limited of the one part and [REDACTED] of the other part dated the     day of             202
"the Option Period"	5 years from the date hereof (subject to any later extension pursuant to clause 3.4 or 3.5 or which otherwise may be mutually agreed between the parties);
"the Demised Property"	such part or parts of the Option Property as the Grantee shall choose in its absolute discretion as sites for the erection of the Turbines and the Storage Facility;
"the Option Property"	the lands edged red on the Plan being lands contained within Folio 116157F [REDACTED];
"the Owner's Solicitors"	Catherine Murphy & Co., Main St, Gortnamona, Headford, Co. Galway
"the Plan"	the plan annexed to this Option Agreement at Appendix 2;
"the Planning Act"	means the Planning and Development Acts 2000 – 2010 which shall include any modification, extension, re-enactment or replacement thereof for the time being in force;
"the Storage Facility"	any electricity storage facility (be that battery storage or otherwise) that may be constructed upon the Demised Property of such type, size and construction as the Grantee in its absolute discretion may decide on the exercise of the Option;

"the Turbines"	the wind generating turbines (including for the avoidance of doubt foundations, turbine bases, crane pads, turbine towers, turbine blades and transformers) to be constructed on the Demised Property of such type, size and construction as the Grantee in its absolute discretion may decide on the exercise of the Option;
"the Test Survey"	the Grantee's rights to survey the Option Property pursuant to clause 5.

## 2. The Option

In consideration of the payment of the sum of four thousand euro (€4,000) by the Grantee to the Owner (the receipt whereof the Owner hereby acknowledges) and in further consideration of the subsequent payments referenced in clause 3.6, the Owner hereby grants to the Grantee during the Option Period the option to call for the grant of the Lease of the Demised Property with the benefit of such rights over the Option Property and adjoining land belonging to the Owner or any road or access way over which the Owner enjoys a right of way as may be required for the Energy Project PROVIDED THAT the Grantee exercises the Option under the Option Agreement for Easement to acquire an easement from [REDACTED], one of the Grantors named herein.

## 3. Exercise of Option

3.1 The Option shall be exercisable by the Grantee by notice in writing to the Owner ("the Option Notice") served in duplicate at any time within the Option Period and only in circumstances where the Grantee has exercised the Option under the Option Agreement for Easement at which time the Owner will grant and the Grantee will take the Lease in accordance with the terms of this Agreement.

3.2 The Option Notice shall be accompanied by

3.2.1 the Lease Plan, which shall identify the following:

- (i) The Demised Property edged red.
- (ii) The Infrastructure Area, if any, hatched in green;

(iii) The Development Area outlined in brown;

(iv) The Anemometer Masts site (if applicable) marked with a star; and

(v) the Lessor's Property edged blue.

3.3.3 A separate map showing the Development in red.

3.3 On the exercise of the Option, further amendments may be made to the Lease Plan at the request of the Grantee on the agreement of both parties, such agreement

not to be unreasonably withheld or delayed.

- 3.4 The Option Period shall be extended for a further period upon the request of the Grantee made in writing to the Owner not less than one month prior to the expiry of the Option Period if:
- (i) the Grantee has applied for Planning Permission and the decision has yet to be made in that regard;
  - (ii) the Grantee has been refused Planning Permission and is appealing that decision;
  - (iii) the Grantee has received a Decision to Grant Planning Permission but is appealing against one or more of the conditions attached to same as it considers it to be unreasonable; or
  - (iv) the Grantee has received a Decision to Grant Planning Permission but a third party is appealing that decision; or
  - (v) the Grantee has received a Planning Permission but a third party has issued proceedings for judicial review.

In any of the cases listed at (i) – (v) above, the Option Period shall be extended until the date which is three years following the date of receipt by the Grantee of a final decision.

- 3.5 If at the expiry of the Option Period planning permission has been granted for the Energy Project but the Grantee would be unable to develop the Energy Project and export electricity from the Option Property pending the upgrade of the electricity grid by the network operator then the Grantee shall be entitled to extend the Option Period for a further period of three years on the giving of written notice to that effect to the Owner. In the event that the upgrade of the electricity grid by the network operator is still outstanding at the end of the extension period, then the Grantee shall again be entitled to extend the Option Period for a further period of one year on the giving of written notice to that effect to the Owner and so on until the expiry of any such year during which the upgrade of the electricity grid is no longer outstanding.
- 3.6 On the first anniversary of this Option and on each anniversary thereafter during the Option Period the Grantee will pay to the Owner the sum of one thousand euro (€1,000.00) and in the event that an Anemometer Mast is erected on the Option Property during the Option Period then a further sum of two thousand euro (€2,000) per annum shall be paid to the Owner **PROVIDED THAT** the Grantee has neither exercised the Option nor served the Option Notice.
- 3.7 The Grantee shall pay the Owners a once off payment in the sum of €50,000 (fifty thousand euro) within 90 (ninety) days of receipt by the Grantee of a final grant of Planning Permission for the Energy Project. The payment of €50,000 (fifty thousand euro) will only be paid to the Owners in the event that a final grant of Planning Permission for the Energy Project is granted which is not capable of appeal.

3.8 The Grantee may determine this Agreement immediately at any time during the Option Period by giving notice to that effect to the Owner without prejudice to any remedies or rights that may have accrued to either party against the other in respect of any antecedent breach of any of their respective obligations under this Agreement.

4. **Completion**

4.1 On the exercise of the Option the Owner shall grant and the Grantee shall take the Lease.

4.2 The Lease shall be completed twenty-one days after the service of the Option Notice or such sooner period as is agreed between the parties and the term granted by the Lease shall commence on that date.

4.3 In the event of any dispute between the Owner and the Grantee delaying the completion of the Lease the Grantee shall nevertheless be entitled to enter upon the Option Property as licensees to carry out any work it shall deem necessary in connection with the Energy Project. Any such dispute shall be referred to arbitration in the manner provided in clause 7 hereof.

5. **The Test Survey**

With effect from the date hereof the Grantee its agents, servants, employees and licensees shall be entitled to:

5.1 enter onto and upon the Option Property with such machinery and equipment required for the purposes of making holes and carrying out such tests and surveys as it shall deem necessary (including without limitation environmental and ecological, archaeological and geotechnical surveys and wind monitoring with up to two meteorological masts each mast not exceeding 80 metres in height) to establish the suitability of the Option Property for the Energy Project and the services connected therewith.

5.2 enter upon any adjoining land belonging to the Owner or any road or access way of any kind over which the Owner enjoys a right of way for the purpose of gaining entry to any other part of the Option Property **PROVIDED THAT** the Grantee its agents, servants, employees and licensees shall (in so far as is possible) cause as little inconvenience as possible to the Owner and shall make good any damage thereby caused and shall (in so far as is possible) restore same to its former state and condition and shall use all reasonable endeavours to ensure that the owner's livestock shall not trespass or escape from the lands.

6. **Notices**

The parties hereby agree that any notice served hereunder on the Owner's Solicitors or the Grantee's Solicitors pursuant to this Option Agreement shall be deemed to be good service.

7. **Arbitration**

Any dispute arising in connection with this Option Agreement shall be referred to arbitration to be carried out in accordance with the Arbitration Act 2010 (and any statutory modification or re-enactment thereof) by a single arbitrator to be appointed by agreement between the parties or failing agreement within a period of 14 working days from the date of the dispute to be appointed by or on behalf of the President for the time being of the Incorporated Law Society of Ireland and the decision of such (save in the case of manifest error) shall be final and binding on the parties.

**8. Owner's Obligations**

- 8.1 The Owner shall not grant any other option or options to any other person or persons over the Option Property or deal with the Option Property in any way detrimental to the Energy Project during the Option Period.
- 8.2 The Owner shall not deal with the Option Property in any manner detrimental to the exercise of the Option and the grant of the Lease including (without limitation):
- 8.2.1 not erecting any buildings or other structures on the Option Property;
  - 8.2.2 not cultivating or permitting to be cultivated or grown any trees, shrubs and bushes on the Option Property; and
  - 8.2.3 not residing at or occupying or permitting the residing at or occupation by any third party of any houses, buildings or other structures capable of being used for residential purposes that are located on any part of the Option Property.
  - 8.2.4 not carrying out any activity on the Option Property which may in the opinion of the Grantee interfere with the wind speed or wind direction over the Option Property or which may interfere with or cause damage to the Energy Project.
- 8.3 The Owner shall not object to or support any objection to or make any claim against the Grantee in respect of the Energy Project whether or not such Energy Project is carried out on the Option Property and shall (at the request and expense of the Grantee) take all reasonable steps to assist the Grantee to obtain planning permission for the Energy Project.
- 8.4 The Owner undertakes at the request of the Grantee at any time after the Option has been exercised to enter into such Planning Agreement (within the meaning of that term in Section 47 of the Planning Act) as the local planning authority or the National Parks and Wildlife Service may require. Provided always that if the Owner is requested to enter into such Planning Agreement, the Grantee shall observe and perform all the obligations placed upon it and as contained therein and shall indemnify the Owner in respect of all such obligations and all costs relating thereto.

**9. Owner's Covenants**

- 9.1 In the event of there being a mortgage or charge of any nature or kind over the

Owner's Property the Owner shall procure the consent of any such mortgagee or chargee to this Option and the Owner further undertakes not to enter into any transaction which would in any way prejudice the exercise of this Option.

9.2 The Owner hereby assents to the registration of this Agreement as a caution on Folio 116157F [REDACTED].

9.3 The Owner will (and will instruct its solicitors to) reply promptly and properly to any reasonable preliminary enquiries relating to the Option Property which the Grantee's Solicitors may raise before the exercise of the Option and any reasonable requisitions on title relating to the Option Property which the Grantee's Solicitors may raise after the exercise of the Option.

#### 10. **Assignment of Option Agreement**

The Grantee shall be entitled to assign the benefit of this Option Agreement to any third party and for the avoidance of doubt such third party shall include (but is not limited to) a subsidiary company or any company being a member of the group of companies, including the parent company, of which the Tenant forms part or a company formed as a joint venture company comprising the Grantee.

#### 11. **Interpretation**

11.1 The expression "the Demised Property" and the "Option Property" shall, where the context so admits, include any part or parts thereof.

11.2 The singular shall where the context requires include the plural and vice versa.

#### 12. **Confidentiality**

From the date hereof neither party shall disclose to any third party any information relating to the Energy Project or this Option Agreement (save and except to their respective professional advisors) and this clause shall remain in full force and effect whether or not the Grantee exercises the Option except that the Owner may disclose the Option to any prospective purchaser of his lands and the Grantee may disclose the Option to any prospective developer or financier of the Energy Project.

#### 13. **Non-Merger of Option Agreement**

This Option Agreement shall remain in full force and effect notwithstanding the exercise of the Option with regard to all obligations, matters and agreements which remain after the exercise of the Option and the parties respectively shall execute such further documents and perform such further acts and generally use their reasonable endeavours in good faith to give full effect to the provisions of this Agreement.

#### 14. **Clause Headings**

The clause headings herein are for ease of reference only and shall not affect the interpretation or construction of the Agreement.

15. **Disposal of the Option Property**

This Agreement shall not prevent the Owner selling or otherwise disposing of the Option Property provided that any such sale shall be subject to this Option Agreement.

16. **Governing Law**

This Agreement shall be governed by and construed in accordance with the law of the Republic of Ireland.

**IN WITNESS** whereof the parties hereto have executed this Agreement as a deed the day and year first herein written.

**SIGNED** and **DELIVERED** by

**THE OWNERS**

in the presence of:-

**PRESENT** when the **COMMON SEAL**

of **THE GRANTEE**

was affixed hereto:-

**APPENDIX 1**

**"The Lease"**

**APPENDIX 2**

**“The Plan”**