

AN COIMISIÚN PLEANÁLA

UISCE ÉIREANN COMPULSORY PURCHASE
(ADARE RATIONALISATION) ORDER, 2025
AN COIMISIÚN PLEANÁLA REF. NO. 323891-25

BOOKLET OF DOCUMENTATION

The logo for Byrne Wallace Shields, featuring the company name in white serif font on a purple rectangular background.

Byrne Wallace Shields
88 Harcourt Street
Dublin 2

INDEX

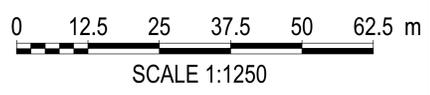
1. CPO Deposit Drawing UE/10051295/CPO/0001
2. Letter to Houlihan's Machinery Services Limited ('60 Day Letter') 20 May 2025
3. Route Selection Report dated September 2025
4. Planning Report dated September 2025
5. Engineer's Report dated October 2025
6. CEO's Order dated 26 October 2025
7. CPO Order dated 31 October 2025
8. Landowner Notice dated 11 November 2025
9. Public Notice dated 15 November 2025
10. Letter of Objection dated 10 December 2025
11. Witness statement of Laura Heneghan –Uisce Éireann (Project Lead)
12. Witness statement of - Paul Cloonan (Route Selection Selection)
13. Witness statement of Sam Wallace (Planning)
14. Witness statement of John Daly Avison Young (Communications)
15. Witness statement of Áine Gilhooly Uisce Éireann (Administrative Process)



TOWNLAND	Castleroberts, Adare	
REFERENCE	UÉ/10051295/CWL/0002	
PERMANENT WAYLEAVE	PLOT 004	AREA: 0.0657 Ha LENGTH : 65m WIDTH : 10m MAX.
	PLOT 005	AREA : 0.047 Ha
TEMPORARY WORKING AREA	PLOT 006	AREA : 0.4139 Ha

LEGEND

	PERMANENT ACQUISITION
	PERMANENT RIGHT OF WAY
	PERMANENT WAYLEAVE
	PERMANENT WAYLEAVE & PERMANENT RIGHT OF WAY
	TEMPORARY WORKING AREA
	TEMPORARY WORKING AREA & PERMANENT RIGHT OF WAY



Present when the common seal of Uisce Éireann was affixed hereto :

Director/Authorised Signatory

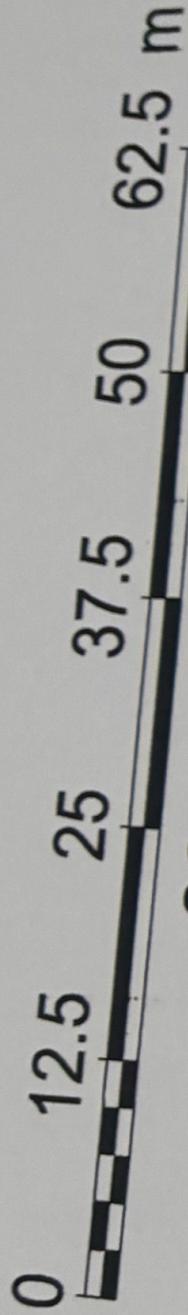
Director/Secretary/Authorised Signatory

Dated this ____ Day of ____ 20__

PROJECT: UISCE EIREANN COMPULSORY PURCHASE (ADARE RATIONALISATION) ORDER, 2025

	WAYLEAVE DETAILS	COMPULSORY PURCHASE ORDER	
		REPRODUCED FROM THE ORDNANCE SURVEY BY PERMISSION OF THE GOVERNMENT. LICENCE No. 3-3-34	
		DRAWING No. UE/10051295/CPO/0001	REV 4
		O.S. REF 4986	SCALE 1:1250
		DATE 12/08/25	
		DRG. BY IC	CHK. BY RG

SHEET 1 OF 1



SCALE 1:1250

Present when the common seal of Úisce Éireann
was affixed hereto:

Maia Burke

Director/Authorised Signatory

Director/Secretary/Authorised Signatory

Dated this 31 day of October 2025

PLANNING (RATIONALISATION) ORDER, 2025

PLANNING ORDER

REPRODUCED FROM THE ORDINANCE
SURVEY BY PERMISSION OF THE
GOVERNMENT. LICENCE No. 3-3-34

DRAWING No.

UE/10051295/CPO/0001

REV

4

O.S. REF 4986

SCALE

1:1250

Subject to Option

20th May 2025

Houlihans Machinery Services Ltd
Kilmacow,
Kilfinny,
Adare,
County Limerick

Uisce Éireann
Bosca OP 6000
Baile Átha Cliath 1
D01 WA07
Éire

Uisce Éireann
PO Box 6000
Dublin 1
D01 WA07
Ireland

T: +353 1 89 25000
F: +353 1 89 25001
www.water.ie

RE: Project Number & Name: 10051295_Adare Rationalisation
Plot No: 005, 006, 007
Landowner: Houlihans Machinery Services Ltd

Dear Sir/Madam,

I am writing to you in connection with the proposed 10051295_Adare Rationalisation of which you may be aware.

Uisce Éireann working in partnership with Limerick County Council are developing the water network in Adare to provide for a more secure and reliable water supply. It is proposed that water for the Adare network will be supplied through a new trunk main connected to the existing Limerick-Croom trunk main.

The proposed scheme will affect lands which we understand are in your ownership and Uisce Éireann therefore seeks the acquisition of a wayleave and temporary working area to lay a water pipeline/s through this property on a voluntary basis. Please find the following documentation enclosed for your information:-

- **Drawing** (Drawing No. UE/10051295/WL/002) showing the route of the wayleave through and location of the temporary working area on your land.
- **Wayleave Option Agreement**, in duplicate, which Uisce Éireann will enter into with you in the event of satisfactory proof of title and negotiation of the wayleave compensation, once a figure is agreed before the deadline date noted below this can be inserted into the option agreement. [IW-AD-ES-LW-FM-02]
- **Temporary Working Area Option Agreement**, in duplicate, which Uisce Éireann will enter into with you in the event of satisfactory proof of title and negotiation of the compensation, once a figure is agreed before the deadline date noted below this can be inserted into the option agreement. [ID-PO-LW-FM-034]
- **Landowner/ Occupier/Tenant Form**, which must be completed by the current occupier of the land and returned with the Wayleave Option Agreement [IW-AD-ES-LW-FM-06]
- Our **Code of Practice** (which is incorporated into the Deed of Easement) setting out the undertakings and other arrangements which Uisce Éireann is prepared to enter into in return for your agreement to grant the wayleave and any required working facilities on a voluntary basis. [IW-AD-ES-LW-FM-33]

- **Draft of IDD Deed of Wayleave and Easement**, as referred to in the Wayleave Option Agreement which will be executed by both parties and which will be entered into within a reasonable period after the issue of all Statutory Consents for the Scheme including Planning Permission (if applicable) and the exercise of the option by Uisce Éireann. [IW-AD-ES-LW-FM-01]
- **Draft Licence Agreement**, as referred to in the Temporary Working Area Option Agreement which will be executed by both parties and which will be entered into within a reasonable period after the issue of all Statutory Consents for the Scheme including Planning Permission (if applicable) and the exercise of the option by Uisce Éireann. [ID-PO-LW-FM-031]

We recommend that you consult your solicitor in relation to this documentation. Uisce Éireann will pay your solicitors and valuers fees in respect of the acquisition of this wayleave and temporary working area as set out in our Code of Practice.

If title can be proved and agreement reached on the compensation terms, the agreed compensation will be paid in accordance with section 1 of the enclosed Code of Practice.

In the event of Uisce Éireann being unable to acquire this wayleave and temporary working area on a voluntary basis, given the importance of the project to the water infrastructure Uisce Éireann will have no option but to acquire the wayleave and temporary working area in question by way of Compulsory Purchase Order.

In order to proceed voluntarily please instruct your solicitor to forward;

- signed Wayleave Option Agreement
- signed Temporary Working Area Option Agreement
- signed Landowner/Occupier/ Tenant Form
- proof of your title to the lands

to the solicitors appointed to act on behalf of Uisce Éireann: Byrne Wallace, 88 Harcourt Street, Dublin 2 by **19th July 2025**.

If these documents are not received by **19th July 2025** then, in order to proceed with the project, Uisce Éireann will be left with no option but to commence the applicable above mentioned statutory procedures pursuant to the provisions of the Water Services Act, 2007 (as amended).

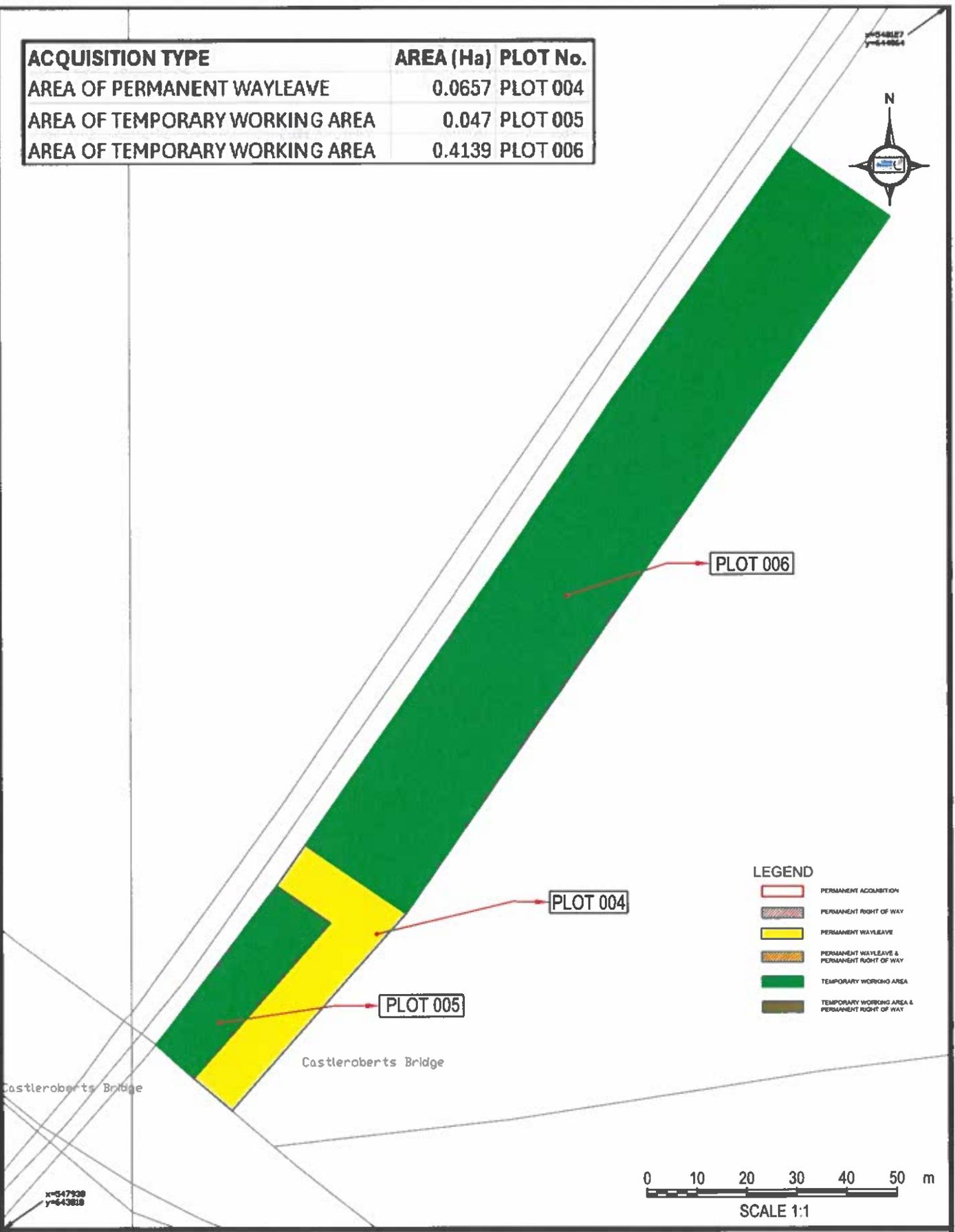
If you miss this deadline for any reason but wish to negotiate compensation for a voluntary agreement of the relevant property please have your solicitors contact Byrne Wallace immediately.

If you have any queries in relation to this matter, please do not hesitate to contact Landowner Liaison Partner John Daly on 087-7433486 or at john.daly@avisonyoung.com.

Yours sincerely,

Land & Wayleave Team

ACQUISITION TYPE	AREA (Ha)	PLOT No.
AREA OF PERMANENT WAYLEAVE	0.0657	PLOT 004
AREA OF TEMPORARY WORKING AREA	0.047	PLOT 005
AREA OF TEMPORARY WORKING AREA	0.4139	PLOT 006



LEGEND

	PERMANENT ACQUISITION
	PERMANENT RIGHT OF WAY
	PERMANENT WAYLEAVE
	PERMANENT WAYLEAVE & PERMANENT RIGHT OF WAY
	TEMPORARY WORKING AREA
	TEMPORARY WORKING AREA & PERMANENT RIGHT OF WAY



PROJECT: ADARE RATIONALISATION (Project ID 10051295)



WAYLEAVE DETAILS
 Pipe Dia./Details: 450mm/HDPE
 Width of Wayleave (Yellow): 10m Max
 Length of Wayleave (Yellow): 85m
 Temporary Working Strip (Green)

LAND ACQUISITION & WAYLEAVE

LAND OWNER OR REPUTED LAND OWNER
HOULIHANS MACHINERY SERVICES LIMITED of KILMACOW
 Kilfinny, Adare, Co. Limerick
 CO. Limerick

REPRODUCED FROM THE ORDNANCE SURVEY BY PERMISSION OF THE GOVERNMENT. LICENCE No. 3-3-34

DRAWING No.	REV
UE/10051295/WL/0002	3
G.S. REF 14714	SCALE 1:1000@A4
DATE 13/05/25	
DRG. BY LC	CHK. BY RG

10051295 Adare Rationalisation (the "Project")

WAYLEAVE OPTION AGREEMENT

Houlihans Machinery Services Ltd
Kilmacow,
Kilfinny,
Adare,
County Limerick

Drawing No. UE/10051295/WL/002

I/We _____ am/are the sole owner(s) / joint owner(s) / leaseholder(s)/ occupying tenant(s) of the land shown on the drawing no. UE/10051295/WL/002 received from Uisce Éireann (UÉ), a copy of which is attached hereto.

The land is used for the following purposes: _____

In consideration of the payment to me/us of the sum referred to below and in further consideration of the undertakings to be entered into by UÉ in the IDD Deed of Wayleave and Easement (as per form of IDD Deed of Wayleave and Easement (the "IDD Deed of Wayleave and Easement") attached hereto) for the protection of the said land, I/We hereby grant to UÉ the irrevocable option of acquiring, at any time after the date hereof, a wayleave in the form of the IDD Deed of Wayleave and Easement, to lay, operate and maintain the pipeline(s) and apparatus as defined in Clause A(v) in the IDD Deed of Wayleave and Easement in connection therewith or any other materials connected with or facilitating the exercise or performance of UÉ of any of its functions or powers in a working strip of land, which may be subject to minor re-routing to meet particular construction, engineering, planning, archaeological and other requirements for same, of the width specified below and as indicated on the enclosed plan.

Width of Permanent Wayleave	-	10 metres
Width of Working Strip (including Permanent Wayleave)	-	34 metres

The width of the working strip may be varied to meet the particular requirements along the route.

The said option shall be exercisable by 28 days' notice in writing sent by UÉ to me/us, or by the solicitors acting for UÉ to my/our solicitor, at any time, and shall be deemed to have been exercised (if not already exercised) by UÉ on the day that UÉ enter onto the lands for the purposes of constructing the pipeline, provided always that the service of such notice or such entry onto the lands has occurred within five years from the date hereof.

I/We consent to the planning application being made by Uisce Éireann and Uisce Éireann liaising with the Planning Authority for the development of said lands.

I/We hereby acknowledge the terms in the form of IDD Deed of Wayleave and Easement, and I/We agree and undertake to execute the IDD Deed of Wayleave and Easement in that form when requested to do so by Uisce Éireann.

In consideration of the advance payment (as hereinafter specified) to be made to me/us under the terms aforesaid, I/We forthwith irrevocably consent and authorize UÉ, its servants, agents, consultants and contractors with or without vehicles and/or machinery:-

- (a) to gain access to and to enter upon the proposed wayleave strip, and
- (b) to gain access to and to enter upon the adjoining working strip

for the purposes of laying, operating and maintaining the requisite pipeline(s) and ancillary apparatus as defined in Clause A(v) in the IDD Deed of Wayleave and Easement in connection therewith or any other materials connected with or facilitating the exercise or performance of UÉ of any of its functions or powers and for the purposes of gaining access to any lands affected by same for the purposes aforesaid.

I/We note that the IDD Deed of Wayleave and Easement will be prepared by UÉ at its own expense.

I/We note that on the signing of this agreement UÉ will make a non-refundable advance payment to me / us of € _____ (**Advance Payment**) in respect of the permanent wayleave, subject to the establishment by me/us of satisfactory evidence of title to the reasonable satisfaction of the UÉ's legal advisor.

Subject to UÉ receiving all the necessary statutory consents for the Project including planning permission (if applicable) and the exercise by UÉ of the option a balancing payment of € _____ (**Balancing Payment**) will be made to me/us by UÉ subject to receipt of satisfactory responses to requisitions on title issues by UÉ's Solicitors and the execution of the IDD Deed of Wayleave and Easement by me/us. I/We acknowledge that in the event of any of the statutory consents including planning permission (if applicable) not issuing to UÉ or UÉ not exercising the option, there will be no further wayleave payments made to me/us and that the only payment that I/we will receive in that event is the **Advance Payment**.

I/we further acknowledge that UÉ may opt to postpone the request to me/us to execute the IDD Deed of Wayleave and Easement. If I/we are not requested to execute the IDD Deed of Wayleave and Easement at the time the Balancing Payment falls due we agree to execute the IDD Deed of Wayleave and Easement when requested to do so by Uisce Éireann at any time within five years from the date of this agreement.

It is acknowledged that the agreement to grant the wayleave as detailed in this agreement will bind my/our successors in title and assigns and that if I/we sell the land that is subject to the proposed easement that I/we will:

- (i) notify the purchaser of the provisions of this agreement; and
- (ii) contractually bind the purchaser to grant the wayleave in the form of the IDD Deed of Wayleave and Easement to UÉ upon completion of the Project in accordance with the terms of this agreement.

I acknowledge and accept that upon exercise of the option by UÉ this agreement can be deemed to be a Consent for the purposes of Section 97 of the Water Services Act, 2007 and that UÉ may register

this Consent pursuant to Section 97(7) of the Water Services Act, 2007 and I hereby assent to the registration of this agreement in either the Land Registry or the Registry of Deeds as may be appropriate.

It is further acknowledged that the rights and obligations of the parties as detailed and set out in this agreement remains in full force and effect and shall not be deemed to be merged or discharged by the grant of the IDD Deed of Wayleave and Easement with regard to anything to be enjoyed, done, performed or observed under this agreement and not provided in the IDD Deed of Wayleave and Easement.

Landowner

Joint Landowner (If applicable)

Signed: _____

Signed: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Landowners Solicitor

Solicitor's Name: _____

Solicitor's Address: _____

Please return one copy of the completed documentation to Byrne Wallace, 88 Harcourt Street, Dublin 2.

The closing date for receipt of the signed agreement is 19th July 2025.

Note: If there is a leaseholder or occupying tenant, joint owners, joint leaseholders or joint tenants, please complete as appropriate or inform UÉ.

10051295 Adare Rationalisation (the "Project")

TEMPORARY WORKING AREA OPTION AGREEMENT

Houlihans Machinery Services Ltd
Kilmacow,
Kilfinny,
Adare,
County Limerick

Drawing No. UE/10051295/WL/002

I/We _____ are the sole owner(s) / joint owner(s) / leaseholder(s)/ occupying tenant(s) of the land shown on the drawing no. UE/10051295/WL/002 received from Uisce Éireann (UÉ) (the Drawing), a copy of which is attached hereto. The Working Strip is coloured Green on the drawing.

The land is used for the following purposes: _____

I/We grant to UÉ the irrevocable option of acquiring, at any time after the date hereof, a Licence to use the Working Strip (as per the form of Licence ("the Licence") attached hereto) facilitating the exercise or performance of UÉ of any of its functions or powers which may be subject to minor re-routing to meet particular construction, engineering, planning, archaeological and other requirements for same, of the width specified below and as indicated on the enclosed plan

Width of Working Strip - 24 metres

The width of the Working Strip may be varied to meet the particular requirements along the route.

The said option shall be exercisable by 28 days' notice in writing sent by UÉ to me/us, or by the solicitors acting for UÉ to my/our solicitor, at any time, and shall be deemed to have been exercised (if not already exercised) by UÉ on the day that UÉ enter onto the Working Strip after notice, provided always that the service of such notice or such entry onto the lands has occurred within five years from the date hereof.

I/We (if applicable) consent to the planning application being made by Uisce Éireann and Uisce Éireann liaising with the Planning Authority for the development of said lands.

In consideration of the advance payment (as hereinafter specified) to be made to me/us under the terms aforesaid, I/We forthwith irrevocably consent and authorize UÉ, its servants, agents, consultants and contractors with or without vehicles and/or machinery to gain access to and to enter upon the Working Strip for the purposes of facilitating the exercise or performance of UÉ of any of its functions or powers as more particularly detailed in the Licence.

I/We note that on the signing of this agreement UÉ will make a non- refundable advance payment to me / us of €_____ (**Advance Payment**) in respect of the Licence, subject to the establishment by me/us of satisfactory evidence of title to the reasonable satisfaction of the UÉ legal advisor.

Subject to UÉ receiving all the necessary statutory consents for the Project including planning permission (if applicable) and the exercise by UÉ of the option a balancing payment of €_____ (**Balancing Payment**) will be made to me/us by UÉ subject to receipt of satisfactory responses to requisitions on title issues by UÉ Solicitors and the execution of the Licence by me/us. I/We acknowledge that in the event of any of the statutory consents including planning permission (if applicable) not issuing to UÉ or UÉ not exercising the option, there will be no further payments made to me/us and that the only payment that I/we will receive in that event is the **Advance Payment**.

I/we further acknowledge that UÉ may opt to postpone the request to me/us to execute the Licence. If I/we are not requested to execute the Licence at the time the Balancing Payment falls due we agree to execute the Licence when requested to do so by Uisce Éireann at any time within five years from the date of this agreement.

It is acknowledged that the agreement to grant the Licence as detailed in this agreement will bind my/our successors in title and assigns and that if I/we sell the land that is subject to the proposed Licence that I/we will:

- (i) notify the purchaser of the provisions of this agreement; and
- (ii) contractually bind the purchaser to grant the Licence to UÉ upon completion of the Project in accordance with the terms of this agreement.

I acknowledge and accept that upon exercise of the option by UÉ this agreement can be deemed to be a Consent for the purposes of Section 97 of the Water Services Act, 2007 and that UÉ may register this Consent pursuant to Section 97(7) of the Water Services Act, 2007 and I hereby assent to the registration of this agreement in either the Land Registry or the Registry of Deeds as may be appropriate.

It is further acknowledged that the rights and obligations of the parties as detailed and set out in this agreement remains in full force and effect and shall not be deemed to be merged or discharged by the grant of the Licence with regard to anything to be enjoyed, done, performed or observed under this agreement and not provided in the Licence

Landowner

Signed: _____

Date: _____

Witness: _____

Joint Landowner (If applicable)

Signed: _____

Date: _____

Witness: _____

Landowners Solicitor

Solicitor's Name: _____

Solicitor's Address: _____

Please return one copy of the completed documentation to Byrne Wallace, 88 Harcourt Street, Dublin 2.

The closing date for receipt of the signed agreement is **19th July 2025**.

Note: If there is a leaseholder or occupying tenant, joint owners, joint leaseholders or joint tenants, please complete as appropriate or inform UÉ.

10051295 Adare Rationalisation

LANDOWNER/OCCUPIER/TENANT FORM

If you are in sole occupation and possession of the land over which the Wayleave has been granted, you should complete Section 1 only and sign your name in the space provided on this page at the end of Section 1.

If the said land has been let/rented, you should complete Section 2 and sign your name in the space provided at the end of Section 2 and have your Tenant/s complete Section 3 and sign at the end of Section 3.

SECTION 1:

I, _____ (Landowner) hereby certify that I am the sole owner and occupier of the lands affected by Wayleave No. _____

Signed: _____ (Landowner)

Witness: _____

SECTION 2:

I, _____ (Landowner) hereby certify that the lands affected by Wayleave No. _____ are let/rented to:-

(a) _____

(b) _____ (if more than one Tenant)

for a period of _____ months/years, commencing on _____

Wayleave compensation is to be paid as follows:-

(i) All compensation to Landowner

or

(iii) Portion of Compensation in the amount of € _____ to be paid to the Occupier/Tenant:-

Signed: _____ (Landowner)

Witness: _____

SECTION 3:

I/WE, _____ (Tenant/s) am the Tenant/s on the lands of _____ (the Landowner) known as _____ (address of lands)

which lands will be traversed by a proposed Water Services Pipeline (the Pipeline) to be constructed by Uisce Éireann.

I/We are/am aware that the above named Landowner has consented to the construction of the Pipeline on the said lands.

As Tenant/s in possession I/we understand that notwithstanding the consent of the above named Landowner Uisce Éireann cannot enter on the said lands for the construction of the Pipeline without my/our consent during the subsistence of my/our Tenancy.

NOW I/WE HEREBY AGREE as follows:-

In consideration of Uisce Éireann paying the wayleave compensation monies for the acquisition of the wayleave as provided for in the Consent Form signed by the above named Landowner **I/WE HEREBY AGREE** to permit Uisce Éireann to enter upon the said lands occupied by me/us in accordance with the provisions for entry agreed between the above named Landowner and Uisce Éireann and **I/WE FURTHER AGREE** not to obstruct Uisce Éireann its servants, agents and contractors in any way effecting such entry for the purpose of constructing the Pipeline or from constructing the -Pipeline in accordance with the terms and provisions agreed with the above named Landowner.

I/WE HEREBY CONFIRM that compensation is to be paid in the manner indicated by the above named Landowner in Section 2 above:-

Signed: _____ (Occupier/Tenant(s))

Full Address: _____

Witness: _____

10051295 Adare Rationalisation (the “Project”)

CODE OF PRACTICE

1. General

In return for the grant by the landowner of the rights required by Uisce Éireann to lay and maintain water services pipeline(s) and access chambers (where applicable) or any other materials connected with or facilitating the exercise or performance of Uisce Éireann of any of its functions or powers in accordance with the Water Services Acts, 2007-2014 for the provision of Water Services and in accordance with the provisions of the Contract of Sale and/or Standard Uisce Éireann Deed of Easement (the Deed of Easement), Uisce Éireann gives the Landowner the following undertakings:

(a) Payment for Acquisition, Permanent Wayleave and Adjoining Working Facilities

Uisce Éireann will pay to the landowner the agreed compensation in full and final settlement in respect of the acquisition, permanent wayleave granted and adjoining working facilities in the manner provided for in paragraph 1(b) if the total agreed compensation amounts to €10,000 or less or in the manner provided for in paragraph 1(c) and 1(d) if the total agreed compensation exceeds €10,000.

(b) Timing of Payment if the total agreed compensation amounts to €10,000 or less

Subject to satisfactory evidence of title being forthcoming the full payment of 100% of the agreed compensation for the land, permanent wayleave and working facilities as set out in the letter of offer shall be made to the landowner within 28 days of the formal transfer of unencumbered good and marketable title to Uisce Éireann or the execution of the Deed of Easement by the landowner, as applicable, if the total compensation amounts to €10,000 or less.

(c) Timing of Payment – Acquisition if the total agreed compensation exceeds €10,000

- (i) Subject to satisfactory evidence of title being forthcoming the advance payment of 10% of the agreed compensation for land (Advance Payment) as set out in the letter of offer shall be made to the landowner within 28 days after receipt by Uisce Éireann of a signed an Option Agreement to the laying of the water services pipeline(s).
- (ii) Subject to Uisce Éireann receiving all the necessary statutory consents for the Project including planning permission (if applicable) and the exercise of the option in the Option Agreement by Uisce Éireann a balancing payment of 90% is payable on the formal transfer of unencumbered good and marketable title to, Uisce Éireann . The balancing payment will be paid within 45 days of the receipt of such written confirmation.

(d) Timing of Payment – Wayleaves if the total agreed compensation exceeds €10,000

- (i) Subject to satisfactory evidence of title being forthcoming the advance payment of 10% of the agreed compensation for the permanent wayleave and working facilities (Advance Payment) as set out in the letter of offer shall be made to the landowner within 28 days after receipt by Uisce Éireann of a signed an Option Agreement to the laying of the water services pipeline(s).

- (ii) Subject to Uisce Éireann receiving all the necessary statutory consents for the Project including planning permission (if applicable) and the exercise of the option in the Option Agreement by Uisce Éireann a balancing payment of 90% of the agreed compensation for the permanent wayleave and working facilities shall be made subject to receipt of satisfactory responses to requisitions on title issues by, Uisce Éireann's Solicitors and the execution of the Deed of Easement by the landowner. The balancing payment will be paid within 45 days of the receipt of such written confirmation.

(e) Non-Acceptance of Terms

In any case where the terms set out above are not accepted by the landowner, Uisce Éireann shall not be bound by these terms. In particular, in the event of any dispute or difference being referred to arbitration, Uisce Éireann reserves the right to pursue its case as it thinks fit.

2. Site Investigations

Site investigations in advance of work, where necessary, shall be opened only after consultation with the landowner and the following compensation rates shall apply – trial pits €250, bore holes €250, borehole with standpipe €386, slit trenches €320 per trench (5 linear metres average) and probing €125.

The method of carrying out these works will be such as to cause the least disturbance. Compensation will be paid if damage is done.

3. Professional Charges

(i) Legal

Wayleave - The Deed of Easement relating to the rights required by Uisce Éireann over a landowner(s) property (as referred to in Clause 1 hereof), together with abbreviated queries on title, will be prepared by and at the cost of, Uisce Éireann. The landowners' legal costs and other charges and expenses reasonably and necessarily incurred in dealing with, Uisce Éireann's solicitor's queries on title and in completion of the Deed of Easement will be discharged by Uisce Éireann subject to a maximum contribution of €750.00 plus VAT plus all legal outlay reasonably and necessarily incurred in meeting, Uisce Éireann's reasonable requirements on title.

Acquisition of land – Uisce Éireann will pay landowner's legal costs up to €1,200 plus VAT plus all legal outlay reasonably and necessarily incurred when acquiring a parcel of land (including a wayleave). Some acquisitions will incur fees in excess of this limit, but these must be deemed as reasonable by, Uisce Éireann.

No payment will be made by Uisce Éireann towards any costs/expenses incurred by the landowner(s) in perfecting defects in title.

(ii) Valuer

Wayleave - Uisce Éireann will pay valuers reasonable fees up to €1,500 + VAT in respect of the acquisition of a wayleave.

Acquisition of land – Uisce Éireann will pay valuers fees deemed as reasonable.

4. Working Strip and Wayleaves

The normal working strip shall be 20 meters. The permanent wayleave will normally be a maximum of 10 metres within the working strip. All of these widths may be varied to meet the particular requirements of Uisce Éireann along the route. The landowner shall be provided with a 1:2,500 or 1:1,000 scale map showing the strip on their land. Where possible entry onto the working strip will be made only at points where it intersects public roads. The contractor will not be authorised to operate on land outside the working strip without prior permission of the owner except where access is required specifically to a working strip of the individual landowner affected by the pipeline(s). Compensation will be paid for any crop loss and disturbance associated with this access.

5. Supervision of Work

The works shall throughout be executed under the supervision of the engineer acting on behalf of Uisce Éireann who shall maintain contact with the landowners along the route of the main during the course of the works. The landowners will be informed of the name, address, and telephone number of the person to whom queries may be addressed.

Uisce Éireann will accept responsibility for the actions of their contractors and of their subcontractors and of all persons employed by Uisce Éireann in connection with the works, except for actions carried out expressly at the request of the owner or occupier of the land. Any instructions or alterations required on behalf of the landowner shall only be negotiated directly with Landowner Liaison Partner John Daly on 087-7433486 or at john.daly@avisonyoung.com and with no other person except with the prior consent in writing of Uisce Éireann.

6. Commencement of Work

Notice of intention to commence work shall be given to landowners along the route of the pipeline(s) before entry is made on their land. Twenty-eight days' notice of commencement shall be given unless a shorter notice period is agreed with the individual landowner. The work shall, so far as is possible, be carried out in accordance with a programme of which the landowner shall be kept informed.

7. Record of Condition

Before any construction work is begun Uisce Éireann will prepare a written and photographic record of the condition of any affected property for agreement with the owner or occupier.

8. Ancillary Apparatus

It may be necessary to install ancillary apparatus such as manholes, inspection chamber access and marker/identification posts above ground. Any such apparatus so installed shall, whenever practicable, be sited by agreement between the landowner and Uisce Éireann. It may be possible, by agreement, to locate manholes and inspection chambers below ground to minimise interference with agricultural operations. As far as is practicable, marker posts shall be sited in or adjacent to hedges or fences.

9. Timber

Trees shall be removed within the working strip after consultation between Uisce Éireann and the landowner and all saleable timber shall remain the property of the timber owner and shall be cut and disposed of in accordance with the reasonable requirements of the timber owner. Compensation will also be paid for any damage to established woodlands caused by wind blow resulting from the rights obtained by Uisce Éireann, provided prompt notice of claim is given to, Uisce Éireann. All other scrub or timber shall be

burnt or disposed of by Uisce Éireann.

10. Mature Hedgerows

Mature Hedgerows shall be removed within the working strip after consultation between Uisce Éireann and the landowner. This hedgerow will be replaced with a stock proof fence of which the specification of this fence will be agreed with the landowner prior to work commencing.

11. Fencing

Fences, lights and guards shall be provided as necessary for the protection of members of the public and animals, and to avoid trespass. All temporary fencing shall be erected in position before construction commences and shall be maintained thereafter (unless otherwise agreed with the occupier) until reinstatement of land is completed and shall be removed. Fences, walls and hedges will be replaced with appropriate materials in each case.

12. Farm Roadways: Passes

Where excavations cross existing farm pathways or roadways Uisce Éireann shall provide a means of crossing them acceptable to the landowner. Where an existing access is obstructed Uisce Éireann shall provide adequate facilities for passage of persons, machinery and stock across the working strip. All permanent pathways/roadways affected will be restored to their original state.

13. Water Services

All necessary precautions shall be taken to protect all watercourses and water supplies against pollution attributable to the laying of the pipeline(s). All proper steps will be taken to reduce to a minimum any interference with water supplies. Before trenching or trial boring operations commence Uisce Éireann or its agents shall acquaint themselves with the position, type and size of all underground services. In the event of a water pipe or supply being severed, Uisce Éireann shall affect an immediate repair or provide alternative supplies. If the service is not repaired within two hours, the landowner may have it repaired and charged to, Uisce Éireann. In the event of a well or other water supply being permanently affected or destroyed by the pipeline, Uisce Éireann will construct an alternative supply (e.g., a second well) as soon as possible.

14. Drinking Troughs

Where cattle drinking troughs come within the working strip, or where fields are severed from the normal water supply temporary drinking troughs shall be provided at sites determined by the landowner outside of the working strip. At the termination of the works, all troughs shall at the discretion of the landowner be replaced in their original position.

15. Sewers, Septic Tanks

Where excavations interfere with water supplies, drainage, sewers or septic tanks within the curtilage of a dwelling house even though these may be outside the wayleave, these utilities shall be maintained by Uisce Éireann without interruption during the course of the work and the owner shall provide all necessary access facilities to enable Uisce Éireann to do so. They shall be restored to the reasonable satisfaction of the owner at the termination of the work.

16. Depth of Pipeline(s)

The pipeline(s) shall be laid at a depth which will avoid land drains where they exist and shall not impede future drainage of surrounding land. It shall normally have a cover of soil of at least 1200mm. Where the pipeline(s) passes below a ditch or stream it shall be protected by 150mm concrete and located at such a depth as to provide at least 300mm cover from the true cleaned bottom of the ditch or stream to the top of the concrete. Concrete will not be used in the case of directional drilling, e.g., under a stream.

17. Land Drains

All ditches, open drains or watercourses interfered with by the works will be maintained in effective condition during construction and finally restored to as good a condition as before the commencement of the works. Particular care shall be taken to ensure that the minimum amount of damage or disturbance to land drains is caused and where practicable the pipeline(s) shall be laid to run below the level of the land drains. The position of all land drains cut or disturbed during excavation shall be prominently marked by pegs at both sides of the trench immediately following their location.

18. Trenching

All topsoil to a depth determined by, Uisce Éireann 's engineers shall be kept separate and stacked to one side of the working strip and kept free from the passage of vehicles and plant and replaced carefully after completion of the works. Subsoil and hardcore materials shall be kept separate from topsoil.

19. Backfilling

When the pipeline(s) has been laid backfilling shall be carried out with the excavated materials except where in the opinion of, Uisce Éireann 's engineer excavated material is of such a character as to make it inadvisable to replace it in the trench it shall be removed for disposal or use elsewhere by Uisce Éireann during the course of construction of this pipeline. No compensation shall be payable to a landowner for the removal or use by Uisce Éireann or its Contractors of any excavated material which in the opinion of Uisce Éireann is not suitable for replacement in the trench. Any such unsuitable material shall be replaced with imported material which in the opinion of Uisce Éireann is suitable material for the backfilling of the trench. The topsoil shall be carefully replaced, and additional topsoil shall be provided as reasonably required. Subsequent to back blading of ripped sub soil, shale and rock in excess of 150mm in dimension displaced by the pipeline construction works shall be removed from site. Uisce Éireann shall ensure that the restoration is not adversely affected by waterlogged conditions.

20. Re-Instatement of Land

Uisce Éireann shall be responsible for restoring all ground within the working strip, and any other ground disturbed by its operations, to a condition equivalent to that existing before the commencement of the works.

This shall involve:

- (a) After subsoil is restored, it shall be ripped with a mechanical ripper to a minimum uniform depth of 600 mm. In all cases the depth of ripping shall exceed the depth of subsoil compaction. All surface stones and roots over 150mm in diameter shall be picked before any topsoil is put back.
- (b) The topsoil should be left in a loose and friable condition.
- (c) Levelling off of the ground so as to present a neat and level appearance (the level of the trench area shall be the same as that of the undisturbed surrounding around one year after restoration is completed).

- (d) The removal of all stones in excess of 50mm in diameter from the surface.
- (e) The reseeded of the area of grassland in consultation with the landowner. The rate of seeding and time and method of sowing including application of fertiliser shall be in accordance with good agricultural practice.
- (f) Driving over the land where topsoil has been put back must be kept to a minimum, particularly in wet weather. Mechanical equipment heavier than standard tractors and trailers should not be allowed travel back over the topsoil.
- (g) Where a weed problem exists as a result of the work, chemical sprays shall be used in accordance with the Sustainable Use (of pesticides and herbicides) Directive. Landowner to inform Uisce Éireann Engineer if organic farming practices are undertaken on lands.

21. Re-Instatement of Private Roadways, Driveways, Hardstanding and Boundary Walls and Fences

Uisce Éireann shall be responsible for restoring all private roadways, driveways, hardstanding and any boundary walls and fences affected by the works to a condition equivalent to that existing before the commencement of the works.

22. Completion of Works

On completion of the works Uisce Éireann shall remove all temporary buildings, fences, roadways, all surplus soil, stones or gravel and any debris such as trees, brushwood etc. and any other matter that does not naturally belong to the site.

23. Support of Structures

Temporary underpinning supports and other protective measures for buildings, structures and apparatus in or adjacent to the trench shall be of proper design and sound construction and shall be securely placed to the reasonable satisfaction of the owner or occupier and of, Uisce Éireann 's Engineer.

24. Straying Stock

Uisce Éireann will after consultation with the landowner take all necessary precautions to prevent the straying of livestock and will relieve the owner/occupier or owner of such livestock of all loss, damage or claims arising from the loss of such animals and will pay compensation for injury to or death of the animals where such straying is due to any act or omission on the part of, Uisce Éireann.

25. Animal Disease

Uisce Éireann will comply with any regulations which may be necessary in connection with any Department of Agriculture Disease Eradication Scheme.

26. Indemnification

Uisce Éireann will indemnify the landowner against all actions, claims and demands arising from the exercise by it of the rights granted in accordance with Clause 2 of the Deed of Easement.

27. Inspection and Maintenance

Except in case of emergency, notice shall be given to the landowner of any subsequent entry for purposes of maintenance or inspection of the pipeline(s). Where practicable the landowner shall be consulted as to the means of access necessary to carry out such works. Such works shall be suspended or restricted other than in cases of emergency to comply with any requirements of the Department of Agriculture and the occupier if the area is declared infected on account of foot and mouth disease, fowl pest, swine fever, brucellosis or other notifiable disease. Uisce Éireann may wish to have the route inspected from time to time and all representatives of Uisce Éireann entering on land for the purpose of inspection, maintenance or execution of the works or any subsequent works will carry and produce on request adequate means of identification.

28. Sporting Rights

Uisce Éireann will take reasonable and practicable steps to protect fishing and sporting rights and will pay compensation for any loss or damage to such rights arising out of the construction of the works.

29. Landowner Liaison Partner John Daly

- (i) Where Landowner Partner have a direct involvement in negotiating separate agreements between landowners and contractors, Uisce Éireann will be responsible for ensuring that such works are carried out in a proper manner.
- (ii) Should disputes arise between the engineer and the landowner; the matter will be referred to Uisce Éireann's programme manager to resolve any such issues. In the event of the matter not being resolved the services of the agronomist may be used. In the event of any such dispute not being a suitable matter for reference to an agronomist to resolve, the dispute may be referred by Uisce Éireann or the landowner to arbitration and the arbitrator shall be appointed in accordance with the provisions of Clause 4.1 of the Deed of Easement

30. General

In the event of conflict between the terms and content of this document and those of the Contract of Sale or Deed of Easement the provisions of the Contract of Sale or Deed of Easement shall prevail and be regarded as final and conclusive.

Dated the day of 202

HOULIHANS MACHINERY SERVICES LTD

and

UISCE ÉIREANN

IDD - DEED OF WAYLEAVE AND EASEMENT

10051295_ADARE RATIONALISATION

DEED OF WAYLEAVE AND EASEMENT

THIS DEED OF WAYLEAVE AND EASEMENT is made the day of
Two Thousand and

BETWEEN Houlihans Machinery Services Ltd of Kilmacow, Kilfinny, Adare, County Limerick (hereinafter called "the Grantor" which expression where the context so admits or requires shall include all Executors, Administrators, Successors and Assigns) of the One Part and **UISCE ÉIREANN**, a designated activity company, limited by shares, incorporated in Ireland (Company No. 530363), whose registered office is at Colvill House, 24-26 Talbot Street, Dublin 1 (hereinafter called "UE" which expression where the context so admits or requires shall include its successors and assigns) of the Other Part.

WHEREAS

A. In this Deed and in the several Schedules unless the context otherwise requires the following words and expressions shall have the following meanings:

- (i) "Accessories" has the same meaning as in the Acts.
- (ii) "The Acts" means the Water Services Acts 2007 to 2022.
- (iii) "Water Services" has the same meaning as in the Acts.
- (iv) "The Land" means the land of the Grantor specified in the First Schedule hereto.
- (v) "The Pipeline" means any water main or water mains, sewer or sewers as defined in the Acts or Pipe or Pipes referred to in Clause 1 hereof which have been laid or are to be laid in the Strip and includes part of any such water main sewer or Pipe or any apparatus equipment or other thing (or part thereof) which is ancillary to any of them whether moveable or permanent or which assists in the inspection placement maintenance repair replacement rendering unusable or servicing of any water main or sewer or Pipe or any of them and which are required for Water Services.
- (vi) "Pipe" has the same meaning as in the Acts.
- (vii) "The Strip" means the strip of land more particularly delineated and described on the plan hereto annexed and thereon coloured yellow and forming part of the Land.
- (viii) Reference to any enactment (including the Acts) includes reference to any statutory modification thereof whether by way of amendment, addition, deletion or repeal and re-enactment with or without amendment.
- (ix) The singular of any word in these definitions or elsewhere in this Deed includes the plural and the masculine gender includes the feminine and neuter genders and where two or more persons together constitute the Grantor the covenants by such a person shall be deemed to be joint and several covenants by both or everyone of such persons.

- B. The Grantor is seized and possessed of the Land for the tenure mentioned in the First Schedule hereto.
- C. UE is a designated activity company limited by shares and registered under the Companies Acts, 1963 to 2014, pursuant to Section 4 of the Water Services Act 2013 and is the National authority for Water Services pursuant to the Water Services Acts 2007-2022.
- D. The Grantor has agreed with UE to grant to it for the purposes of its functions the rights easements and irrevocable licenses hereinafter set forth and upon treaty for such grant it was agreed that UE and the Grantor would give to the other of them the several covenants hereinafter contained on the part of each of them UE and the Grantor to the intent that the said covenants would be binding on their respective successors in title.

NOW THIS INDENTURE WITNESSETH as follows:-

1. In pursuance of the said Agreement and in consideration of the sum of [] Euro (€) paid by UE to the Grantor (the receipt whereof the Grantor doth hereby acknowledge) the Grantor as beneficial owner HEREBY GRANTS unto UE ALL AND SINGULAR the full free and sufficient wayleaves rights easements licenses and liberties to lay, keep, construct use inspect maintain repair replace remove or render unusable any mains Pipes, Accessories or any other materials connected with or facilitating the exercise or performance by UE of any of its functions or powers in connection with Water Services together with the right to introduce and place all necessary apparatus ancillary thereto on over or beneath the surface of that part of the Land that consists of the Strip together with the full and free right and liberty of UE its officers and servants and all persons authorised by UE to pass and repass over the Strip at all times by day and by night times on foot and with or without vehicles equipment machinery and apparatus for any of the purposes aforesaid and for the purposes of any similar works of UE contiguous to the Pipeline or the Strip and the Grantor as beneficial owner further grants to UE its officers and servants and all persons authorised by UE full right and liberty to pass and repass over the Land of the Grantor for the purpose of accessing the Strip for any of the purposes aforesaid TO HOLD the said rights easements and licenses unto UE in fee simple or for such lesser interest as the Grantor may have as appearing in the First Schedule hereto (subject to the provision for surrender as specified in Clause 2 (iii) hereof) as rights easements and licenses appurtenant to all and every or any lands of UE used for the provision of Water Services and appurtenant to the rights which UE have or will have over lands of other Landowners for the provision of Water Services.
2. UE (to the intent so as to bind the rights easements and licenses hereby granted into whatsoever hands the same may come and with the intent to benefit and protect the Land and every part thereof) hereby covenants with the Grantor as follows:-
 - (i) In exercising the rights easements and licences hereby granted to take all reasonable precautions to avoid obstruction or interference with the user of the Land and damage and injury thereto.
 - (ii) So far as is reasonably practicable and with all practicable speed to make good all damage or injury to the Land caused by the exercise by UE of the rights easements and licences hereby granted.
 - (iii) So far as is reasonably practicable and so long as the Pipeline is used for or in connection with UE's Water Services functions to keep the Pipeline in proper repair and condition, and upon permanent abandonment of the Pipeline or any part thereof (notification whereof shall be given to the Grantor by UE):

- (a) to render the Pipeline permanently safe and
- (b) surrender back the rights easements and licences granted hereby to the Grantor.

- (iv) To indemnify and keep indemnified the Grantor his servants, agents, licencees and invitees against all sums in respect of loss or damage, claims, demands, costs and expenses which the Grantor shall become legally liable to pay as compensation for accidental bodily injury or accidental loss of or damage to property where such injury or damage directly attributable to any default or negligence on the part of UE in the laying, construction, maintenance, repair, replacement, or removal of the Pipeline other than in consequence of the breach by the Grantor of any of the Grantor's covenants set out in Clause 3 below or in consequence of any malicious act or omission of the Grantor or any person for whom the Grantor is responsible in law.

- (v) To pay all rates and taxes which may be imposed in respect of the Pipeline or the easements and licences hereby granted and any increased rates, taxes or insurance premiums which may be imposed on the Grantor in respect of adjoining land by virtue of the existence of the Pipeline.

- (vi) If any interference with or disturbance of the functioning of any drain or drainage system in or under the Land can be shown by the Grantor to have been caused by the laying of any main Pipe or thing in the exercise of the rights easements and licences hereby granted, then with all practicable speed so far as is reasonably practicable to make good any damage or injury thereby occasioned and to make full compensation to the Grantor in respect thereof and in so far as the same shall not have been made good as aforesaid.

- (vii) To compensate the Grantor his servants, agents, licencees and invitees in respect of any bodily injury or loss or damage to material property suffered by him or them where the same is caused by or arises from the Pipeline, other than in consequence of the breach by the Grantor of any of the Grantor's covenants set out in Clause 3 below or in consequence of any malicious or criminally reckless act or omission of the Grantor or any person for whom the Grantor is responsible in law and except in so far as the same has been made good by UE without loss to the Grantor.

- (viii) [DELETE IF NOT APPLICABLE] To perform and observe the undertakings to be performed and observed by UE as contained in the UE (Insert name of Project) Code of Practice a copy of which has been furnished to the Grantor (the receipt of which the Grantor hereby acknowledges) prior to the signing hereof.

PROVIDED that the Grantor shall (i) as soon as reasonably practicable give notice in writing to UE of any claim or action brought or threatened against the Grantor and (ii) not admit liability in respect of, nor settle or compromise, such action or claim as is referred to in sub-clause (iv) of this clause without the prior written consent of UE. UE may at its own expenses defend any such action or claim in the name of the Grantor.

3. The Grantor (to the intent so as to bind the Land and every part thereof into whatsoever hands the same may come and with the intent to benefit and protect the rights easements and licences hereby granted) hereby covenants with UE as follows:-

- (i) Not to do or cause deliberately or recklessly permit or suffer to be done on the Land anything calculated or likely to cause damage or injury to the Pipeline or interfere with the exercise by UE of the rights hereby granted, including the planting of trees or shrubs that would interfere with the Pipeline or its operation.
- (ii) Not without the prior consent in writing of UE (such consent not to be unreasonably withheld) to excavate under or alter the level of the ground over or under the Strip or to make or cause or recklessly permit or suffer to be made any material alteration to or any deposit of anything upon any part of the Strip so as to interfere with or obstruct the access thereto or to the Pipeline by UE or so as to lessen or in any way interfere with the support afforded to the Pipeline by the surrounding soil including minerals or so as materially to reduce the depth of soil above or under the Pipeline.
- (iii) Not to erect or install or cause or recklessly permit or suffer to be erected or installed any building, structure or other erection or any plant or permanent apparatus of any kind whatsoever or permanent apparatus or the carrying out of any works on, over or beneath the surface of the Strip or the making of any material change in the use of the Strip which would be likely to cause damage or injury to the Pipeline.
- (iv) To observe the covenants and stipulations set out in the Third Schedule hereto.

PROVIDED that nothing in this clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which consent shall not be unreasonably withheld and for which no charge shall be made) of UE or its agents or the carrying on of normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing any such interference obstruction or material reduction of the depth of soil above or under the Pipeline.

- 4.1 Any dispute arising under, or in connection with or arising out of Clauses 2 or 3 of this Deed of Easement shall, in default of agreement between the parties, be referred by written notice from either party to the decision of a single arbitrator to be agreed upon between the parties hereto, or failing agreement to be appointed on the application of either party by the President of the Law Society of Ireland. Any such reference to arbitration will be a submission to arbitration within the meaning of the Arbitration Act, 2010, or any Act amending or repealing same and shall be an arbitration conducted in Ireland and in the English language and shall be governed by the Arbitration Act, 2010 subject to the provisions of this Clause 4.
- 4.2 The arbitrator shall on the request of either party hereto, at the sole cost of the requesting party, provide a reasoned award.
- 5. The Grantor hereby acknowledges the right of UE to production of the Deeds and Documents set out in the Second Schedule hereto (possession whereof is retained by the Grantor) and to delivery of copies thereof and hereby undertakes for the safe custody thereof.
- 6. All communications relative to this Deed of Easement shall be addressed to the Grantor at his address given at the commencement of this Deed of Easement and to UE at Colvill House, 24-26 Talbot Street, Dublin 1, or such other address as UE may at any time or from time to time notify to the Grantor.
- 7. The Grantor as registered owner or as the person entitled to be registered as owner

hereby assents to the registration of the aforesaid rights easements licenses and covenants as burdens on the property specified in the First Schedule hereto.

8. If anyone (hereinafter referred to as "the spouse") of joint Grantors shall have no proprietary interest legal or equitable in or claim to the land specified in the First Schedule hereto and shall have been joined solely for the purpose of satisfying the provisions of the Family Home Protection Act 1976, these presents shall be deemed to have been executed by the spouse solely for the purpose of signifying his or her consent to the within Deed and to payment of the consideration by UE to the other spouse and the spouse shall not by reason only of having executed these presents be liable for the performance by the other spouse of his or her obligations hereunder.

FIRST SCHEDULE
(Description and Tenure of the Grantors Land)

SECOND SCHEDULE
(Documents retained by the Grantor)

THIRD SCHEDULE
(Grantor's Covenant Pursuant to Clause 3 (iv))

Not to plant within the Strip any trees or shrubs with the exception of the following species:

- Blackthorn (*Prunus spinosa*)
- Hawthorn (*Crataegus monogyna*)
- Privet (*Ligustrum vulgare*)
- Dog Rose (*Rosa canina*)
- Bramble (*Rubus fruticosus* agg.)
- Wild Raspberry (*Rubus idaeus*)

In this Schedule any stipulation of a negative nature whereby the Grantor is restrained from doing any act or thing shall be read and construed as a covenant on the part of the Grantor not to do or permit or suffer such thing to be done.

IN WITNESS whereof the Grantor has signed his name and UE has affixed its seal the day and year first herein written.

**SIGNED AND DELIVERED
AS A DEED** by the **GRANTOR**
in the presence of:-

Witness:

Witness Occupation:

Witness Address:

Given under the common seal of **UISCE ÉIREANN**
in the presence of:-

Authorised Signatory

Authorised Signatory

LICENCE AGREEMENT

BETWEEN

HOULIHANS MACHINERY SERVICES LTD

THE LICENSOR

AND

**UISCE ÉIREANN
UÉ**

10051295_ADARE RATIONALISATION

PROJECT NO. 10051295

UE Drawing No. UE/10051295/WL/002

This agreement is dated

20 .

PARTIES

- (1) **Houlihans Machinery Services Ltd** of Kilmacow, Kilfinny, Adare, County Limerick (hereinafter call the "Licensor") which expression where the context so admits or requires shall include his Executors, Administrators and Assigns); and
- (1) **UISCE ÉIREANN** limited by shares a company incorporated in Ireland (registered no. 530363), whose registered office is situate at Colvill House, 24-26 Talbot Street, Dublin 1 (hereinafter called "UE" which expression where the context so admits or requires shall include its successors and assigns)

BACKGROUND

- (A) This Licensor is seized and possessed of the Working Strip for the tenure mentioned in the First Schedule hereto.
- (B) UE is a designated activity company limited by shares and registered under the Companies Acts, 1963 to 2014, pursuant to Section 4 of the Water Services Act 2013 and is a water services Authority for the purposes of the Acts.
- (C) The Licensor has agreed with UE to grant to it for the purposes of its functions the rights and licences hereinafter set forth and upon treaty for such grant it was agreed that UE and the Licensor would give to the other of them the several covenants hereinafter contained on the part of each of them UE and the Licensor to the intent that the said covenants would be binding on their respective successors in title
- (D) The Licensor has consented to UE entering onto the Working Strip for the purposes of the Works
- (E) In consequence of the above, and in consideration of the sum of €[] paid by UE to the Licensor (receipt of which is acknowledged), the Parties have agreed as follows:

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this Licence Agreement.

1.1 Definitions:

- (i) "Accessories" has the same meaning as in the Acts.
- (ii) "The Acts" means the Water Services Acts 2007 to 2014.
- (iii) "Water Services" has the same meaning as in the Acts.
- (iv) "The Land" means the land of the Grantor specified in the First Schedule hereto.
- (v) "The Pipeline" means any water main or water mains, sewer or sewers as defined

in the Acts or Pipe or Pipes referred to in Clause 1 hereof which have been laid or are to be laid near the Working Strip and includes part of any such water main sewer or Pipe or any apparatus equipment or other thing (or part thereof) which is ancillary to any of them whether moveable or permanent or which assists in the inspection placement maintenance repair replacement rendering unusable or servicing of any water main or sewer or Pipe or any of them and which are required for Water Services.

- (vi) "Pipe" has the same meaning as in the Acts.
 - (vii) "the Working Strip" means the strip of land more particularly delineated and described on the plan hereto annexed and thereon coloured yellow and forming part of the Licensor's land which may be subject to minor re-routing.
 - (viii) "Party" means the Licensor or UE as appropriate and Parties means both the Licensor and UE.
 - (ix) "Term" has the meaning provided in Clause 4 of this Licence Agreement.
 - (x) "Working Day" means any day other than Saturday or Sunday when the banks in Ireland are generally open for business.
 - (xi) "Works" means all works by Uisce Éireann in the exercise or performance of its functions or powers including without prejudice to the generality of the foregoing the laying, operating and maintain the pipeline located in the vicinity of the Working Strip
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Licence Agreement.
- 1.3 The Schedules form part of this Licence Agreement and shall have effect as if set out in full in the body of this Licence Agreement. Any reference to this Licence Agreement includes the Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to writing or written includes fax but not e-mail.
- 1.7 A reference to this Licence Agreement or to any other agreement or document referred to in this Licence Agreement is a reference to this Licence Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Licence Agreement) from time to time.

- 1.8 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this Licence Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 CONSENT TO ENTER THE WORKING STRIP

- 2.1 The Licensor hereby grants a licence to UE, its agents, consultants, contractors, sub-contractors and employees entering onto the Working Strip for the purposes of:

2.1.1 facilitating the exercise or performance by UE of any of its functions or powers in connection with Water Services

2.1.2 and for the purposes of any similar works of UE contiguous to the Pipeline or the Working Strip

- 2.2 UE agrees:

2.2.1 In exercising the rights easements and licences hereby granted to take all reasonable precautions to avoid obstruction or interference with the user of the Land and damage and injury thereto.

2.2.2 So far as is reasonably practicable and with all practicable speed to make good all damage or injury to the Land caused by the exercise by UE of the rights and licences hereby granted.

2.2.3 To indemnify and keep indemnified the Licensor his servants, agents, licencees and invitees against all sums in respect of loss or damage, claims, demands, costs and expenses which the Licensor shall become legally liable to pay as compensation for accidental bodily injury or accidental loss of or damage to property where such injury or damage directly attributable to any default or negligence on the part of UE other than in consequence of the breach by the Licensor of any of the Licensor's covenants set out in Clause 3 below or in consequence of any malicious act or omission of the Licensor or any person for whom the Licensor is responsible in law.

PROVIDED that the Licensor shall (i) as soon as reasonably practicable give notice in writing to UE of any claim or action brought or threatened against the Licensor and (ii) not admit liability in respect of, nor settle or compromise, such action or claim as is referred to in sub-clause 2.2.3 above without the prior written consent of UE. UE may at its own expenses defend any such action or claim in the name of the Licensor

3 LICENSOR AGREES

- 3.1.1 Not to do or cause deliberately or recklessly permit or suffer to be done on the Land anything calculated or likely to interfere with the exercise by UE of the rights hereby granted.

- 3.1.2 Not without the prior consent in writing of UE (such consent not to be unreasonably withheld) to excavate under or alter the level of the ground over or under the Working Strip or to make or cause or recklessly permit or suffer to be made any material alteration to or any deposit of anything upon any part of the Working Strip so as to interfere with or obstruct the access thereto.

Not to erect or install or cause or recklessly permit or suffer to be erected or installed any building, structure or other erection or any plant or permanent apparatus of any kind whatsoever or permanent apparatus or the carrying out of any works on, over or beneath the surface of the Working Strip or the making of any material change in the use of the Working Strip.

4 TERM AND TERMINATION

- 4.1 This Licence Agreement shall enter into force upon the date hereof and shall remain for a period of [] years from the date of this Licence Agreement, unless sooner determined by UE (the Term).
- 4.2 UE shall have a right to determine this Licence Agreement at any time upon not less than 14 days' notice in writing to the Licensor.
- 4.2 Upon the expiry or termination of this Licence Agreement, UE shall reinstate the Working Strip to the same condition as it was prior to execution of this Licence Agreement unless otherwise agreed in writing between the Parties.

5 NOTICES

- 5.1 Any notice given under or in connection with this Licence Agreement must be in writing and must be delivered by hand or sent by pre-paid post or other next working day delivery service. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid post or other next working day delivery service will be deemed to have been delivered on the second working day after posting.
- 5.2 Notices shall be delivered to the addresses provided for each Party on page 1 of this Licence Agreement.

6 SPOUSE

- 6.1 If anyone (hereinafter referred to as "the spouse") of joint Licensors shall have no proprietary interest legal or equitable in or claim to the land specified in the First Schedule hereto and shall have been joined solely for the purpose of satisfying the provisions of the Family Home Protection Act 1976, these presents shall be deemed to have been executed by the spouse solely for the purpose of signifying his or her consent to the within Licence and to payment of the consideration by UE to the other spouse and the spouse shall not by reason only of having

executed these presents be liable for the performance by the other spouse of his or her obligations hereunder.

7 GOVERNING LAW

- 7.1 This Licence Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

8 DISPUTE

- 8.1 Any dispute arising under, or in connection with or arising out of Clauses 2 or 3 of this Licence shall, in default of agreement between the parties, be referred by written notice from either party to the decision of a single arbitrator to be agreed upon between the parties hereto, or failing agreement to be appointed on the application of either party by the President of the Law Society of Ireland. Any such reference to arbitration will be a submission to arbitration within the meaning of the Arbitration Act, 2010, or any Act amending or repealing same and shall be an arbitration conducted in Ireland and in the English language and shall be governed by the Arbitration Act, 2010 subject to the provisions of this Clause 4.
- 8.2 The arbitrator shall on the request of either party hereto, at the sole cost of the requesting party, provide a reasoned award.

9 JURISDICTION

- 9.1 Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence Agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the Grantor has signed his name and Uisce Éireann has affixed its seal the day and year first herein written.

SIGNED AND DELIVERED
AS A DEED by the **LICENSOR**
in the presence of:-

Witness:

Witness Occupation: Witness Address:

Given under the common seal of
UISCE ÉIREANN
in the presence of:-

Director

Authorised Signatory

SCHEDULE 1

THE LAND

[PROPERTY DESCRIPTION]

SCHEDULE 2

THE DRAWING

[DRAWING NO. UE/10051295/WL/002]

TOBIN

Adare Rationalisation

Route Selection Report

WARD & BURKE



BUILT ON KNOWLEDGE

Document Control Sheet	
Document Reference	11759-12 Adare Rationalisation Route Selection
Client:	Ward & Burke
Project Reference	11759

Rev	Description	Author	Date	Reviewer	Date	Approval	Date
A	First Issue	PC	Sept 2025	RG	Sept 2025	KMcK	Sept 2025

Disclaimer
 This Document is Copyright of Patrick J Tobin & Co. Ltd. trading as TOBIN. This document and its contents have been prepared for the sole use of our client. No liability is accepted by TOBIN for the use of this report, or its contents for any other use than for which it was prepared.



Table of Contents

1.	Introduction	3
1.1	Project Objectives.....	3
1.2	Project Requirements.....	4
1.3	Guidance Document.....	4
2.	Route & Site Selection Methodology.....	5
3.	Step 1 Project Scoping.....	6
3.1	Project Need	6
3.2	TECHNICAL PROJECT REQUIREMENTS	6
3.3	Connection Points for Trunk Main.....	6
3.4	Existing Uisce Éireann Assets	7
3.5	Defined Study Area	9
4.	Step 3 Initial Screening (Elimination).....	10
4.1	Primary Constraints	10
4.2	Secondary Constraints	14
4.3	Outputs From Step 3.....	16
5.	Step 4 Options Shortlisting.....	17
5.1	Route Options for Section 1	17
5.2	Route Options for Section 2	20
6.	Step 5 Detailed Assessment	25
6.1	Technical / Economic - Pipelines.....	25
6.2	Environmental	30
6.3	Landowners.....	36
6.4	Planning.....	39
6.5	Capital Costs.....	39
6.6	Operational Costs	40
6.7	Carbon Footprint.....	40
6.8	Evaluation Matrix.....	41
7.	Step 6 Finalised Route Selection with Recommended Options.....	45
7.1	Section 1.....	45
7.2	Section 2.....	45

Appendices

NO TABLE OF CONTENTS ENTRIES FOUND.

List of Tables

Table 4-1 Technical Project Requirements.....	6
Table 4-2 Connection Points.....	6
Table 3 Protected Trees.....	14
Table 7-1 Approximate Length of Each Pipeline Corridor.....	26
Table 7-2 Main Physical Obstructions and Crossings.....	27
Table 8-3 Ranking of Options in Respect of Capital Costs	39
Table 8-4 Evaluation Matrix Summary for Section 1 Route Options.....	41
Table 8-5 Evaluation Matrix Summary Section 2 Route Options	43

List of Figures

Figure 1-1 Site Location.....	4
Figure 2-1 Uisce Éireann Recommended Route Selection Process.....	5
Figure 3-1 Connection points for Trunk Maintep 2 Defining the Study Area	7
Figure 4-1 Proposed Routes within the Study Area.....	8
Figure 4-2 Study Area for Section 1 (Highted in Green).....	8
Figure 4-3 Study Area for Section 2 (Highlighted in Red)	9
Figure 5-1 Designated Sites Overview & Study Area.....	11
Figure 5-2 River Flooding Extents – Adare.....	12
Figure 5-3 Physical Infrastructure Section 1.....	13
Figure 5-4 Physical Infrastructure Section 2.....	13
Figure 5-5 Protected Tree Location	14
Figure 5-6 Extent of Trees in Section 1 Study Area	15
Figure 5-7 Extent of Trees in Section 2 Study Area	15
Figure 6-1 Section Option 1	17
Figure 6-2 Section1 Option 2.....	18
Figure 6-3 Section1 Option 3.....	19
Figure 6-4 Section 1 Option 4.....	20
Figure 6-5 Section 2 Option 1.....	21
Figure 6-6 Section 2 Option 2.....	22



Figure 6-7 Section 2 Option 3.....	23
Figure 6-8 Section 2 Option 4.....	24
Figure 7-1 Water Distribution Network.....	29
Figure 7-2 Wastewater Utilities	29
Figure 7-3 Gas Network	30
Figure 7-4 SMR and NIAH Locations Section 1(1).....	32
Figure 7-5 SMR and NIAH Locations Section 1 (2).....	32
Figure 7-6 SMR and NIAH Locations Section 2 (1).....	33
Figure 7-7 SMR and NIAH Locations Section 2 (2).....	33
Figure 7-8 SMR and NIAH Locations Section 2 (3).....	34
Figure 7-9 Adare Architectural Conservation Areas.....	35
Figure 7-10 Adare Land Zoning	37
Figure 8-1 Emerging Preferred Route Option 1.....	45
Figure 8-2 Emerging Preferred Site Option 2.....	46

1. INTRODUCTION

This report sets out the basis for the route selection associated with the proposed Rationalisation of the Adare Water Network, in Co. Limerick.

The project is being delivered as a Regional Call-Off Contract from 21-050 Multi Supplier Framework for the Provision of Water and Wastewater Network Services and Works to Irish Water. The Maximo Project ID is Pno29174668.

1.1 PROJECT OBJECTIVES

Adare is a designated heritage town in west Co. Limerick, situated on the River Maigue, approximately 25km southwest of Limerick City Centre. The town and surrounding area has a local population of approximately 2,341, and the local economy relies heavily on tourism generated by its heritage status, luxury hotels and world famous golf course.

The town is served by the Adare WTP, which has a production capacity of 1.8ML/d. Water is abstracted from the River Maigue, and undergoes physical treatment at the WTP, prior to being disinfected and pumped to the Adare reservoir through a 4km rising main. From this reservoir, water is distributed to the town and surrounding area by gravity.

The Adare WTP plant was constructed in the 1970's, and has reached its end of life. The plant has suffered from considerable deterioration and cannot be relied upon to produce water to current standards on an ongoing basis. An EPA in Q1 2024 observed risks to interruption to supply, water quality and pollution of the environment.

The Adare WTP has a theoretical design capacity of 1.8ML/d, and currently produces an average of between 1.2 – 1.4ML/d, serving a resident population of approximately 2,341. Recent completions of an Uisce Eireann Drinking Water Safety Plan (DWSP) risk assessment, as well as an EPA Audit in May 2024, have brought these issues into sharp focus. There is concern that the scheme could be placed on the Remedial Action List (RAL) upon issue of the EPA audit report.

In addition to concerns at the plant, the 4km rising main to the reservoir is in very poor condition, with bursts now occurring on average 6 – 8 times per year. In September 2027, Adare Manor will host the Ryder Cup, an event which will place a significant additional demand on both the plant and this rising main.

The works relating to this report are part of a larger project known as Adare Rationalisation. The Adare Rationalisation project will supply water to Adare from the Castletroy Newcastle Towers in Limerick city.



Figure 1-1 Site Location

1.2 PROJECT REQUIREMENTS

This project seeks to identify the infrastructure upgrades required to meet the demand of Adare Village.

The Adare Rationalisation project will supply water to Adare from the Castletroy Newcastle Towers in Limerick city via a 350mm Ductile Iron pipe.

1.3 GUIDANCE DOCUMENT

The Uisce Éireann “A Guide to Route and Site Section” document number IW-AD-PD-GL-008 Revision 3.00 was used in the preparation of this report.

The “A Guide to Route and Site Section” document outlines the process by which a preferred route or site should be identified and selected for an Uisce Éireann project. The guidelines seek to establish a consistent methodology, ensure mandatory criteria are considered and decisions are recorded.

This project involves extensions or upgrades to existing Uisce Éireann assets and therefore intensification of the Uisce Éireann owned assets will be prioritised where feasible.

2. ROUTE & SITE SELECTION METHODOLOGY

The route and site selection methodology adopted is shown in Figure 2-1.



Figure 2-1 Uisce Éireann Recommended Route Selection Process¹

The five steps in the route and site selection methodology are described in the following Sections of this report:

- Step 1 Project Scoping in Section 3
- Step 2 Study Area Defining in Section 0
- Step 3 Initial Screening (Elimination) in Section 4
- Step 4 Option Shortlisting in Section 5
- Step 5 Detailed Assessment in Section 6

¹ Source - “A Guide to Route and Site Section” document number IW-AD-PD-GL-008 Revision 3.00

3. STEP 1 PROJECT SCOPING

3.1 PROJECT NEED

The Project Need stems from the existing Water Treatment Plant in Adare approaching its end of life, and Uisce Eireann’s wish to extend the water supply from Castletroy Newcastle Towers in Limerick to Adare Reservoir.

The aim of this report is to consider all available route options for the extension of the water supply and select the most feasible option based on a technical, environmental, and planning assessment using the matrix format outlined within the UÉ Site & Route Selection Guidelines.

3.2 TECHNICAL PROJECT REQUIREMENTS

This project is linear involving a new trunk main installation to facilitate the decommission of the existing Water Treatment Plant in Adare.

The technical project requirements are set out in Table 3-1.

Table 3-1 Technical Project Requirements

Project Requirements	Details Covered in the Route Selection
The initial water trunk main extension from Croom Tie-in t Adare Reservoir to serve Adare include: <ul style="list-style-type: none"> • Installation of 350mm Ductile iron 	Route Selection for the trunk main
Wayleave Requirements	Wayleave requirements will be identified based on the emerging preferred route for the Trunk main.
Route Corridor	Route Selection for Trunk Main

3.3 CONNECTION POINTS FOR TRUNK MAIN

There are two connection points applicable to this project, which are defined in Table 3-2.

Table 3-2 Connection Points

Connection Point	Details
Croom Tie-in point	Recently installed 450mm Ductile Iron connection point in N20 south bound hard shoulder.
Adare reservoir	350mm Ductile Iron pipe terminating into Adare Reservoir





Figure 3-1 Connection points for Trunk Main 2 Defining the Study Area

3.4 EXISTING UISCE ÉIREANN ASSETS

3.4.1 Existing Wastewater Assets Overview

The study area is defined by the existing Uisce Éireann water assets in the area, namely Adare Reservoir and the tie-in connection at Croom. Figure 3-2 shows a general overview of the area.

There are two distinct areas where water main upgrades are required as follows:

- Section 1: Croom Tie-in point (East of the River Maigue)
- Section 2: Adare Reservoir (West of the River Maigure)

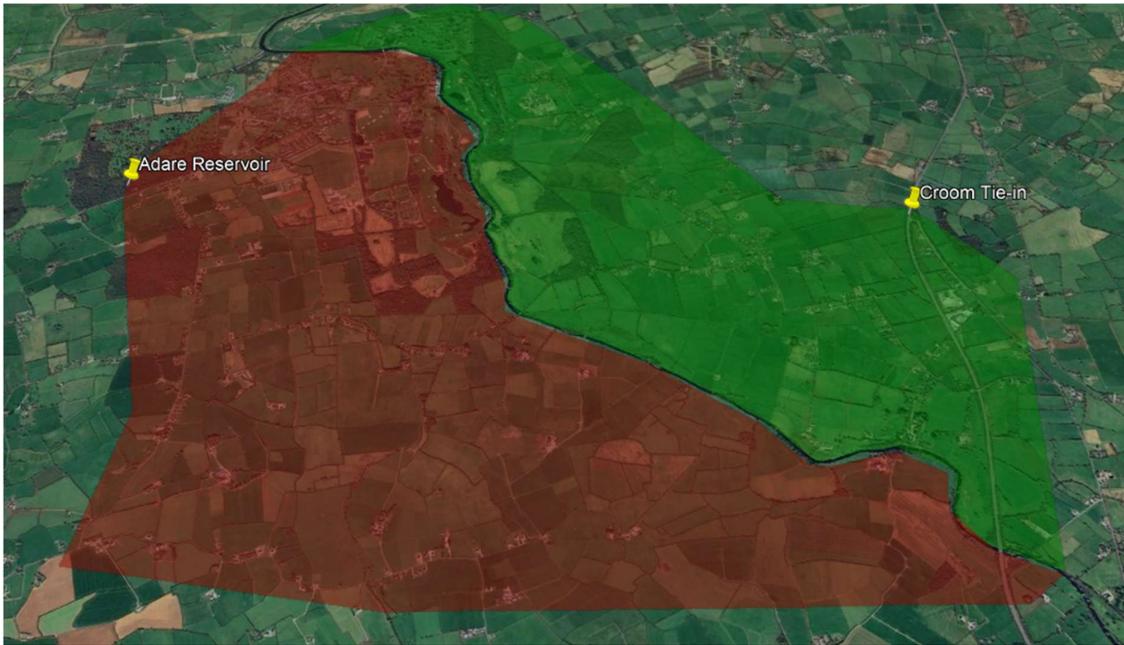


Figure 3-2 Proposed Routes within the Study Area

3.4.2 Section 1 Defined Study Area

Figure 3-3 shows Highlighted in green the defined study area for the Section 1 Trunk main between The Croom Tie-in point and the River Maigue.

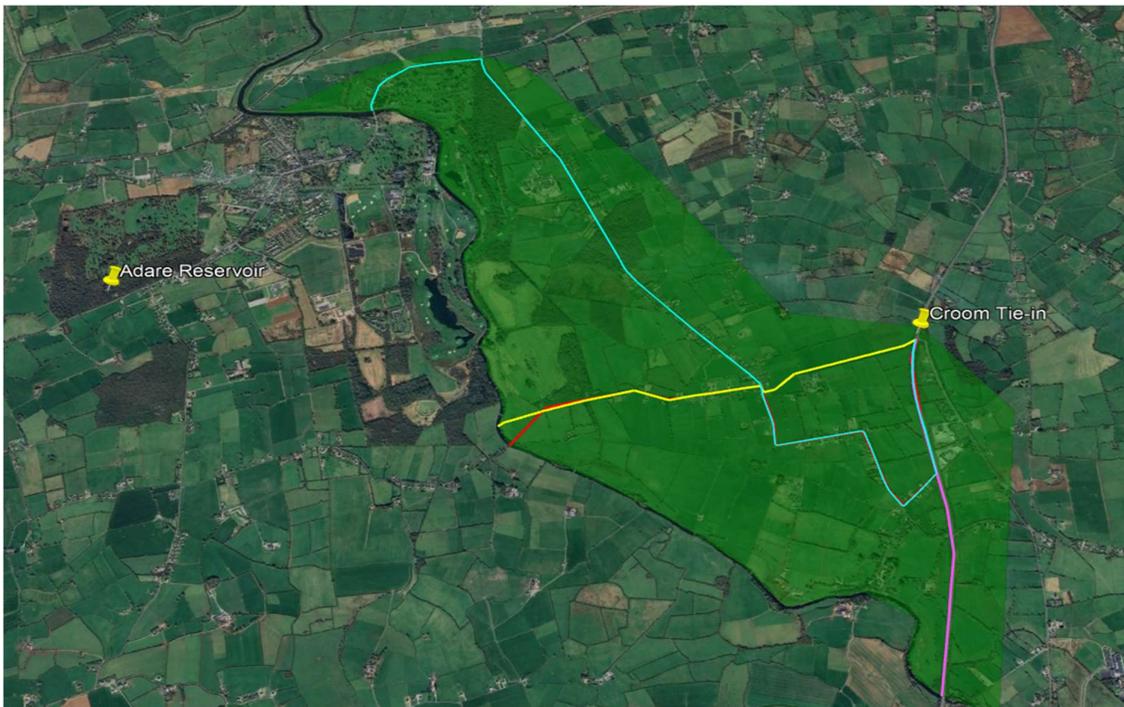


Figure 3-3 Study Area for Section 1 (Highted in Green)

3.4.3 Section 2 Defined Study Area

Figure 3-4 shows outlined in red the defined study area for the Section 2 between the River Maigue and Adare Reservoir which is the termination point of the project.

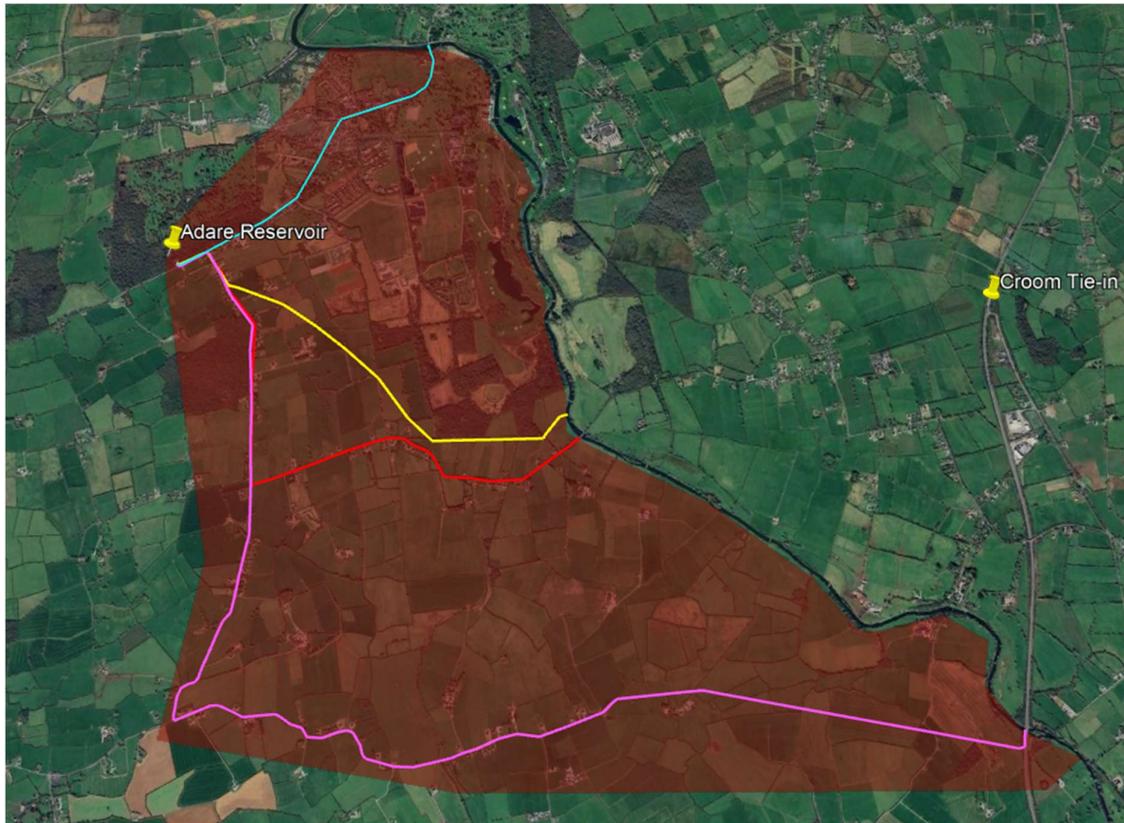


Figure 3-4 Study Area for Section 2 (Highlighted in Red)

3.5 DEFINED STUDY AREA

Two study areas have been defined in Section and in Section as shown in Figure 3-3 and Figure 3-4. It is proposed to progress these two defined areas further through the initial screening in Section 4.

4. STEP 3 INITIAL SCREENING (ELIMINATION)

4.1 PRIMARY CONSTRAINTS

The primary constraints identified within the study areas are described in the following sections.

The Biodiversity Guidelines UÉ-AMT-GL-021 Section 5.2 has been consulted in relation to environmental assessment for the route selection process. The aim is to ensure no net loss of biodiversity with a hierarchy of avoiding impacts in the first instance.

UÉ-AD-PD-GL-008 'A Guide to Route and Site Selection' and UÉ-AMT-GL-021 Section 5.2 set out how primary and secondary constraints must be identified that are project specific. The mitigation hierarchy as set out in UÉ-AMT-GL-021 Section 5.2 is to identify the least ecologically constrained options.

UÉ-AMT-GL-021 Section 5.2 recommends that opportunities for biodiversity benefit are considered under the biodiversity criteria. In the first place the aim will be to avoid designations, sensitive habitats, high value habitats which would be viewed as primary constraints. In addition, avoidance of removal of trees is covered under secondary constraints.

Opportunities to create and enhance biodiversity on linear pipelines in urban areas is extremely limited and the objective therefore will be to avoid impact on the habitats.

4.1.1 Protected Areas

As per UÉ guidelines, including the Biodiversity Guidelines, the objective would be to avoid designations, sensitive habitats and value habitats.

There are no protected areas within the study areas for the proposed trunk main as shown in Figure 4-1. Therefore, there are no constraints in respect of protected areas to be considered in route selection within the study areas.

There are 4 no proposed Natural Heritage Areas within the study area for the proposed trunk main as shown in Figure 4-1. These areas will be taken into consideration in the route selection within the study areas.

As per Figure 4-1 the River Maigue is located in a designated SAC (SAC: 002165 – Lower Shannon SAC) on the northern side of the bridge in Adare but the study areas do not encroach on the defined SAC boundary.

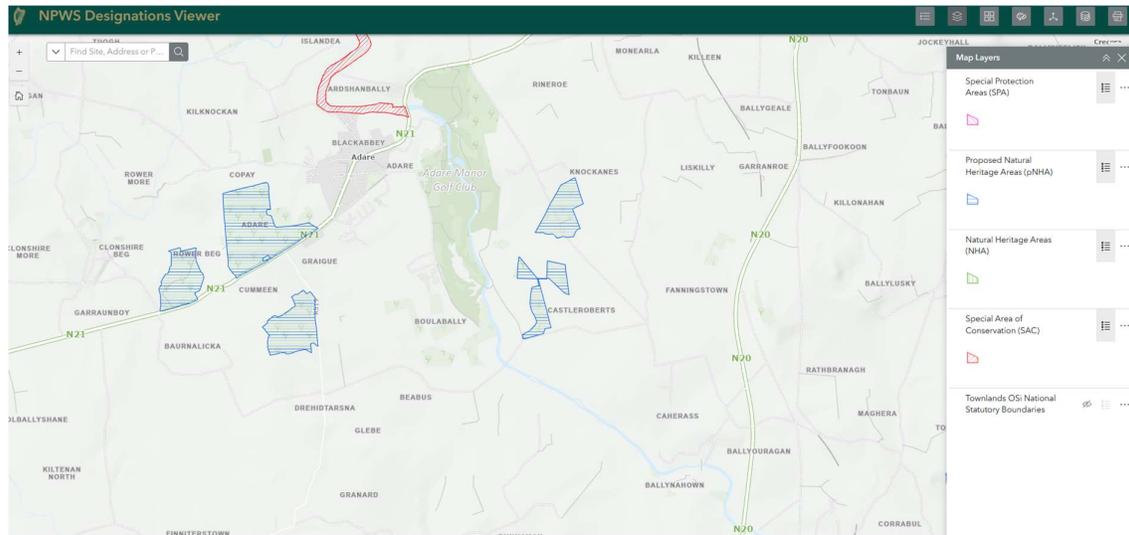


Figure 4-1 Designated Sites Overview & Study Area

4.1.2 Flooding

To assess if the study areas are subject to flooding risk, an assessment has been carried out based on the information displayed on Floodinfo.ie.

Figure 4-2 shows the extent of predicted flooding of the River Maigue.

The Section 1 study area is shows areas within the flood extents of the river Maigue with a Medium Probability of Flooding. Medium Probability flood events have approximately a 1-in-a-100 chance of occurring or being exceeded in any given year. This is also referred to as an Annual Exceedance Probability (AEP) of 1%.

The Section 2 study area is shows areas within the flood extents of the river Maigue with a Medium Probability of Flooding. Medium Probability flood events have approximately a 1-in-a-100 chance of occurring or being exceeded in any given year. This is also referred to as an Annual Exceedance Probability (AEP) of 1%.

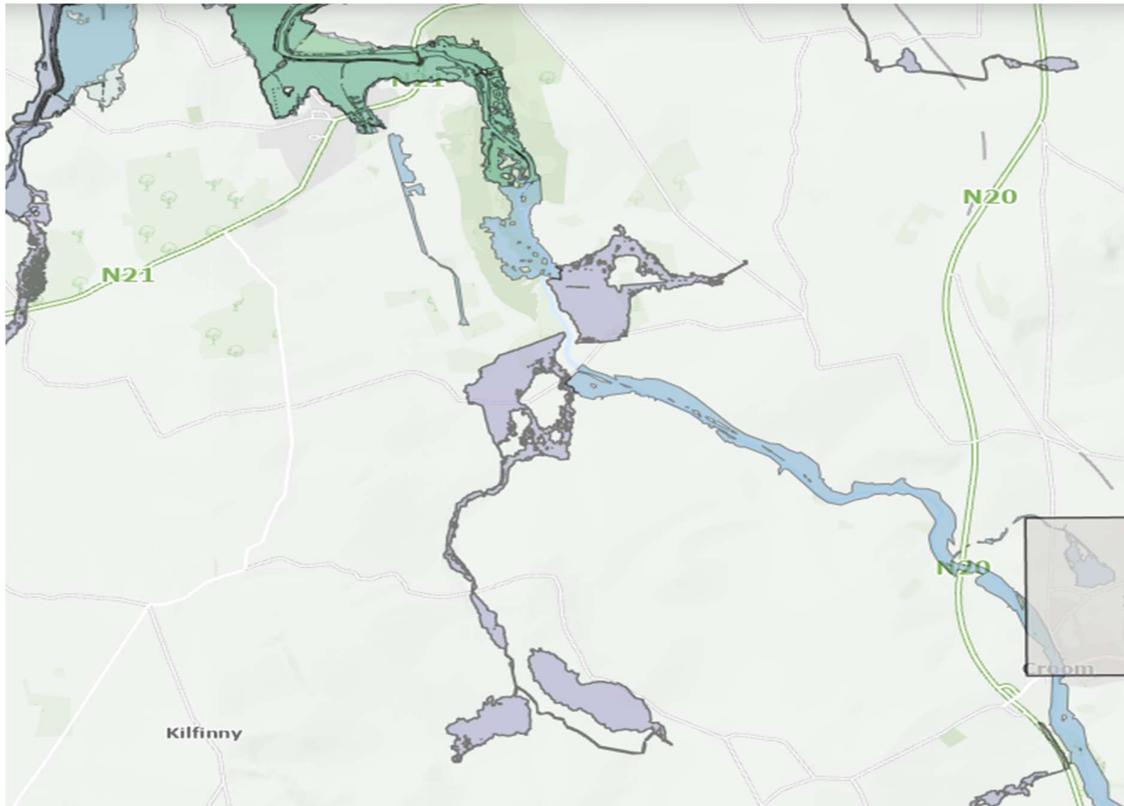


Figure 4-2 River Flooding Extents – Adare

4.1.3 Physical Infrastructure

Within the Section 1 study area there are no significant physical infrastructure that would eliminate any areas of the defined study area. The N20 and N21 (option 4) are notable physical infrastructure.

In Section 2 study area there are no significant physical infrastructure that would eliminate any areas of the defined study area. The N20 and N21 are notable physical infrastructure.



Figure 4-3 Physical Infrastructure Section 1



Figure 4-4 Physical Infrastructure Section 2

4.2 SECONDARY CONSTRAINTS

The secondary constraints assessed within the study area are as follows:

- Protected trees
- Future Infrastructure Plans
- Gas Networks

4.2.1 Protected Trees

There is 1 no tree within the study area 1 that are registered heritage trees by the Tree Council of Ireland. There are 6 no trees within study area 2 that are registered heritage trees by the Tree Council of Ireland. Table 3 outline the trees and there location. Figure 6-6 shows the location within the study area.



Figure 4-5 Protected Tree Location

As per UÉ-AMT-GL-021 Section 5.2 the objective would be to avoid removal of any trees/shrubs/hedgerow. As shown in Figure 4-6 and Figure 4-7 the study areas have locations that are planted with trees and some impact on existing mature trees is likely to facilitate the proposed wastewater infrastructure works.

Table 3 Protected Trees

Tree Name	Location	Study Area
Yew	Adare Castle	1
Religious hungry tree	St Nicholas Church	2

Yew	St Nicholas Church	2
Champion Cedar	Adare Manor Hotel and Golf Course	2
Ginkgo/Maidenhair	Adare Manor Hotel and Golf Course	2
Sweet Gum	Adare Manor Hotel and Golf Course	2
Yew	Adare Manor Hotel and Golf Course	2



Figure 4-6 Extent of Trees in Section 1 Study Area



Figure 4-7 Extent of Trees in Section 2 Study Area

4.2.2 Future Infrastructure Plans

There are no significant infrastructure plans identified in the County Development Plan for the study areas with Adare. It is noted that the Adare Bypass Road Project is under construction just outside the study area.

4.2.3 Gas Networks

There are no high pressure gas mains in the study areas.

There are medium and low pressure gas mains in the study areas. These medium and low pressure gas mains would not be deemed to be a significant constraint to the routing of the trunk main through the urban area of Adare and would therefore not eliminate any areas within the overall study areas. Gas mains are considered further in Section 8 in the detailed assessment of the route options.

4.3 OUTPUTS FROM STEP 3

In line with UÉ-AMT-GL-021 on Biodiversity the objective of Step 3 was to identify those options that would potentially impact on designations, sensitive habitats, high value habitats and trees and to eliminate them where other viable options remain.

The output from Step 3 is that study areas for the water main are not impacted by the primary constraint of protected areas as they are not located in designated environmental areas and thus no parts of the identified study areas are eliminated at Step 3 associated with protected areas.

Flooding is a primary constraint, and the identified study areas are subject to flooding from the River Maigue, however the flooded areas cannot be avoided and at detailed design stage flood protection measures will need to be designed for the water mains irrespective of the emerging preferred route within each sectional study area.

There is no significant physical infrastructure within the study areas that would result in any part of the study areas being eliminated at Step 3 other than areas already developed, particularly housing estates.

The main secondary constraint is trees, however, the trees within the study areas that are protected do not encroach on the proposed pipeline routes and thus no parts of the identified study areas are eliminated at Step 3 associated with secondary constraints.

5. STEP 4 OPTIONS SHORTLISTING

Following Step 3 the entire of the study areas identified at Step 2 have passed the elimination process due to primary and secondary constraints and thus have moved forward to Step 4 Options Shortlisting. Thus, this section identified route options within the study area for the pipeline corridor associated with the water trunk main.

5.1 ROUTE OPTIONS FOR SECTION 1

The Section 1 Water main extends from the tie-in point to on the N20 to the physical boundary of the River Maigue defined in Fig 5-1

There are four options within this study area:

Section 1 Option 1(Purple) – Continue along the N20 to the River Maigue. The river Crossing is proposed to be located parallel on private lands on the western side of the bridge.



Figure 5-1 Section Option 1

Section1 Option 2 (Yellow) – Cross westwards across 5no landowners and L8022 to the River Maigue. The river crossing is proposed through private lands North of the Castleroberts Bridge.



Figure 5-2 Section1 Option 2

Section1 option 3 (Red) – continue along N20, utilising public roads L8022 and L1402. The river crossing is proposed to be located on private lands on the eastern side of the bridge.



Figure 5-3 Section1 Option 3

Section 1 option 4 (blue) – Continue along N20, L14022 and N21. The river crossing is proposed to be located on private lands on the eastern side of the bridge.

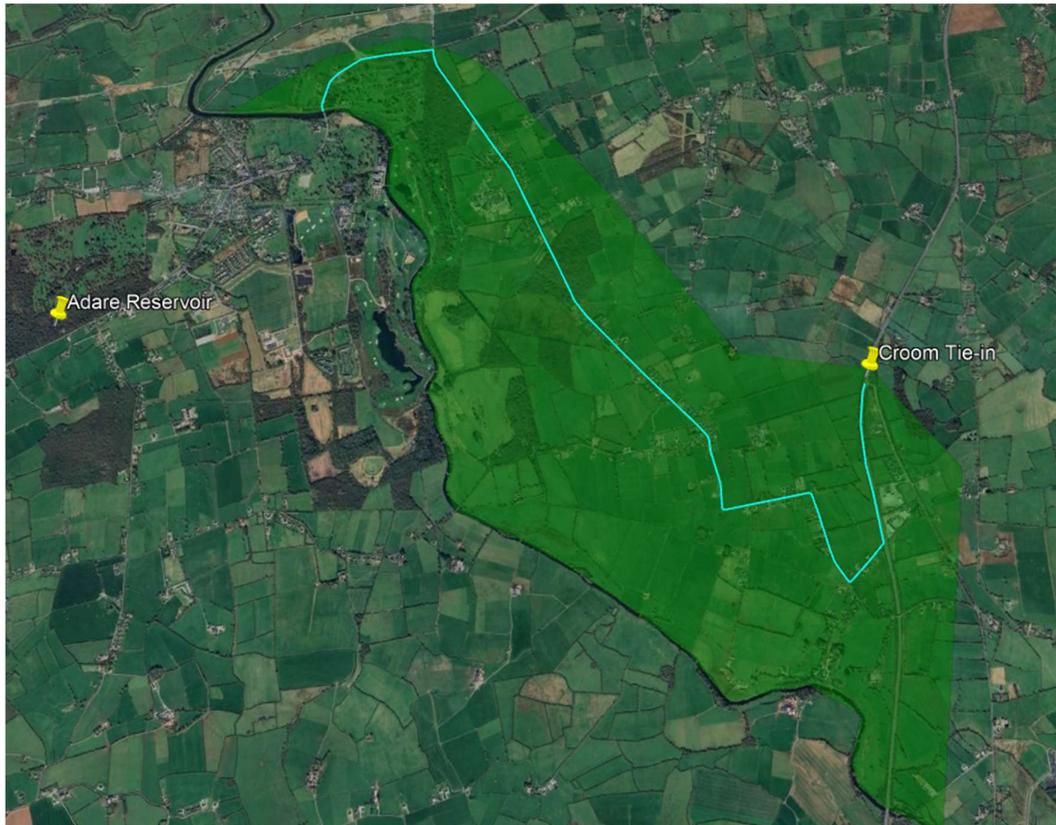


Figure 5-4 Section 1 Option 4

These four route options are brought forward to Step 5 Detailed Assessment in Section 6.

5.2 ROUTE OPTIONS FOR SECTION 2

The Section 1 Water main extends from the physical boundary of the River Maigue to the Adare Reservoir defined in Fig 5-5.

There are four options within this study area

Section 2 Option 1(Purple) - After the river crossing, this route will pass through 5 no Landowners before being routed along public roads L8021, R519 and N21. The route terminates at Adare Reservoir.

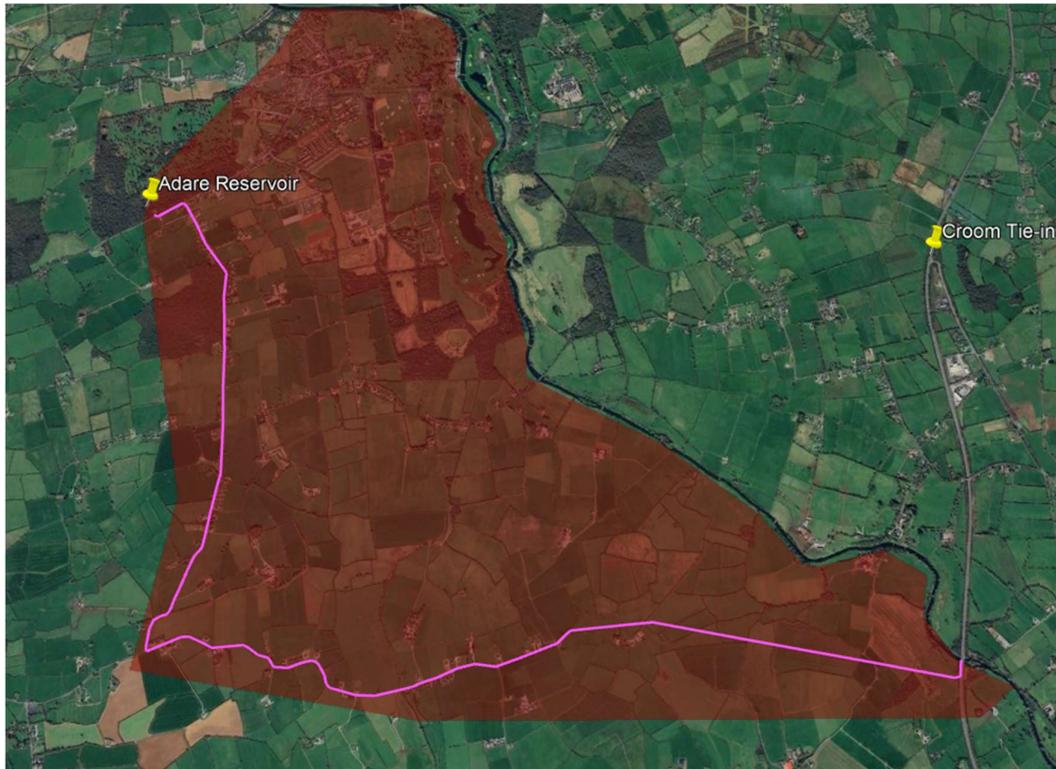


Figure 5-5 Section 2 Option 1

Section 2 Option 2 (Yellow) – From the River crossing the route will Cross westwards across 7 no landowners. The route joins three public roads of R519 and N21 before terminating at Adare Reservoir.

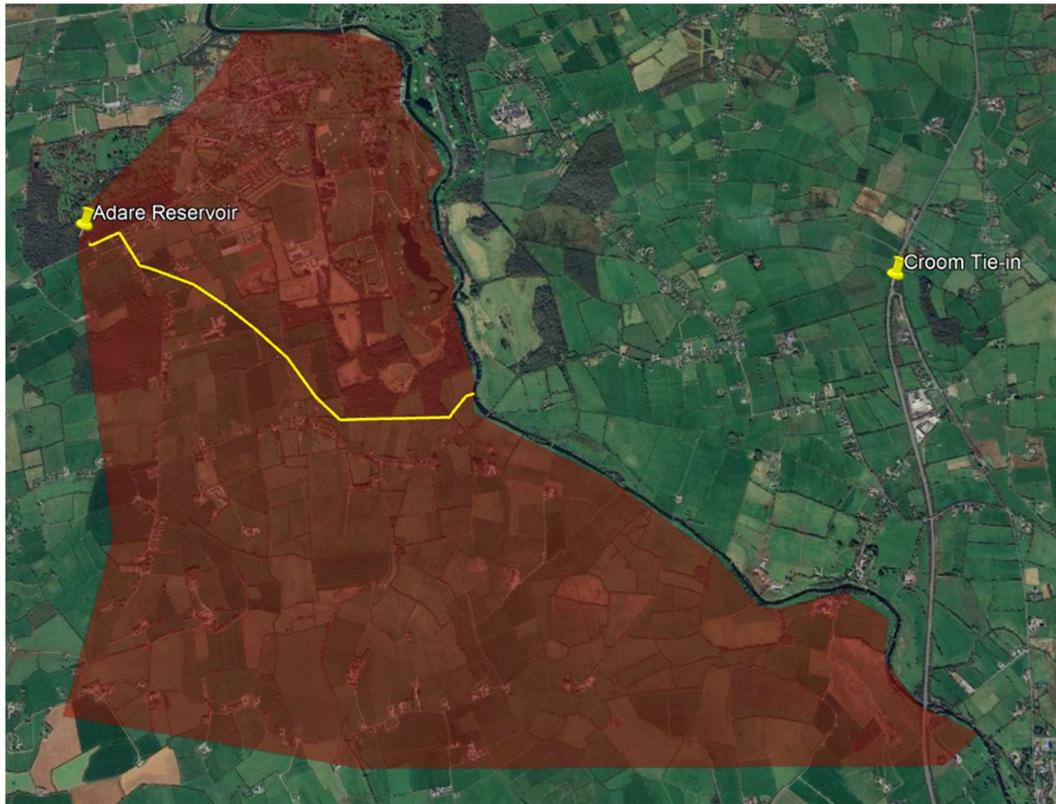


Figure 5-6 Section 2 Option 2

Section 2 Option 3 (Red) - After the river crossing, the route follows the public roads L8022, R519 and N21 before terminating at the reservoir.

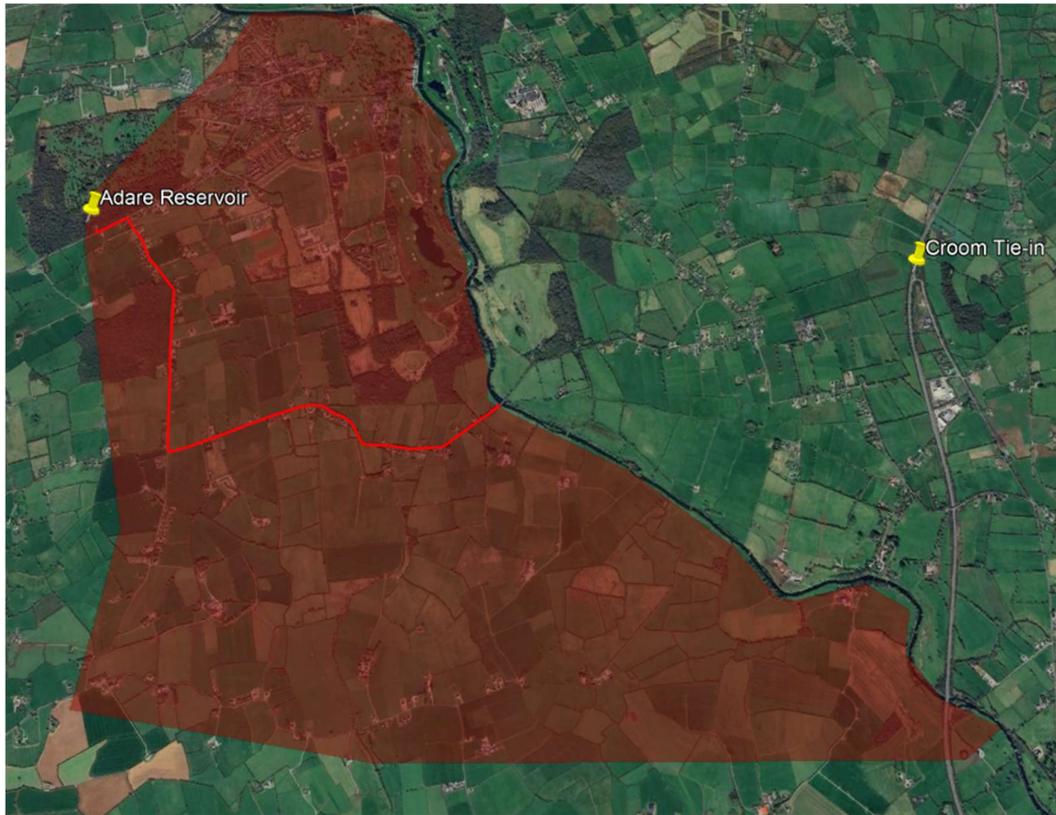


Figure 5-7 Section 2 Option 3

Section 2 Option 4 (blue) – After the river crossing, the route follows the N21 through the village of Adare before terminating at Adare Reservoir.



Figure 5-8 Section 2 Option 4

The route options are brought forward to Step 5 Detailed Assessment in Section 6.

6. STEP 5 DETAILED ASSESSMENT

Step 5 Detailed Assessment evaluates and compares the shortlisted options and associated infrastructure, taking account of a range of technical and economic, environmental, landowner and planning criteria with a view to identifying the least constrained options (the emerging preferred options).

Qualitative evaluation, based on available information, without implying whether one criterion is of greater or lesser importance than another (i.e., no weighting of criteria) is used in Step 5. The approach records whether, in respect of a particular criterion, an option is 'Advantageous / More Preferred / More Favourable', 'Neutral' or 'Less Advantageous / Less Preferred / Less Favourable'.

6.1 TECHNICAL/ECONOMIC - PIPELINES

6.1.1 Uisce Éireann Design Standards

The Uisce Éireann Design Standards which apply to the project are as follows:

- IW-TEC-300-01 General Civil Engineering Specification;
- IW-TEC-300-02 General Civil Engineering Specification Notes for Guidance;
- IW-TEC-1000-01 Water Pipeline Standard;

These designs standards have been considered in the technical assessment of each option as described in the relevant sub-sections following. The same design principals will apply to all shortlisted options as applicable for Watermain design.

6.1.2 Pipeline Corridors

Pipeline Corridors are available for all route options via the public road network or off public road. Constraints within the available corridors are identified and used in the evaluation of the options.

In terms of pipeline corridors, the preference is to route the pipeline along public roads. As such Route section 1 option 2, Route section 2 option 1 and option 2 are less favourable than the others.

6.1.3 Pipeline Details

6.1.3.1 Pipeline Lengths

The lengths of the water main for the options varies and Table 6-1 summarises the lengths.

Table 6-1 Approximate Length of Each Pipeline Corridor

Route Option	Approximate length (km)
Section 1	
Section 1 Option 1	2.70km
Section 1 Option 2	2.89km
Section 1 Option 3	4.84km
Section 1 Option 4	7.64km
Section 2	
Section 2 Option 1	8.85km
Section 2 Option 2	3.19km
Section 2 Option 3	4.23km
Section 2 Option 4	2.55km

The combination of Route Section 1 Option 2 and Route option2 section 2 is the most favourable in respect of length.

The combination of Route Section 1 Option 1 and Route section 2 option 1 is the least favourable in respect to length.

6.1.3.2 Pipeline Diameters

The pipeline diameters associated with each Section will be the same irrespective of the route options and thus all are neutral.

6.1.3.3 Pipeline Materials

The quantity of pipeline material required for each optional route is linked to the pipeline length as described in Section 6.1.3.1.

The combination of Route Section 1 Option 2 and Route option2 section 2 is the most favourable in respect of pipeline materials.

The combination of Route Section 1 Option 1 and Route section 2 option 2 is the least favourable in respect to pipeline materials.

6.1.3.4 Trench Widths

The trench widths are linked to the pipeline diameters and as per Section 6.1.3.2 the options are neutral for both sections.

6.1.4 Physical Obstructions and Crossings Along Pipelines

The main physical obstructions and crossing identified along each of the routes are listed in Table 6-2. These do not include utilities which are discussed in Section 6.1.8.

Table 6-2 Main Physical Obstructions and Crossings

Route Option	Main Physical Obstructions and Crossings
Section 1	
Section 1 Option 1	N20
Section 1 Option 2	L8022 N20 Private Lands
Section 1 Option 3	N20 L8022 L1420
Section 1 Option 4	N20 L1420 N21
Section 2	
Section 2 Option 1	Watercourse Crossing Private Lands L8021 R519 N21
Section 2 Option 2	Watercourse Crossing Private Lands R519 N21
Section 2 Option 3	Watercourse Crossing Private Lands L8021 R519 N21



Route Option	Main Physical Obstructions and Crossings
Section 2 Option 4	Watercourse Crossing N21

6.1.5 Constructability

6.1.5.1 Route options for section 1

All options within this section are constructable.

Route options 1 and 3 involve traffic management on the N20. While options 2 and 3 involve traffic management on local roads.

Option 2 involves crossing private lands landowners and would require liaison with multiple landowners.

Route option 4 is the least favourable. This option will require Traffic management and possible night works due to the traffic volumes along the N21 in close proximity to Adare Village.

6.1.5.2 Route options for section 2

All options within this section are constructable.

All options within this route would require Traffic management on the N21. Although route 4 would require a greater amount as it would run through Adare village.

Option 1 and 2 involves crossing private lands landowners and would require liaison with multiple landowners.

6.1.6 Topography

The topography of the pipeline corridors for both Section 1 and Section 2 are deemed neutral for all options as there is no significant elevation difference between options.

The exemption to this route section 2 option 1 which has a greater elevation than the TWL of Adare Reservoir. Thus this option is less favourable.

6.1.7 River Maigne

All options will have to cross the River Maigne. An offline solution utilising Horizontal Directional Drilling construction methodology would be required for each route option. As such, all options are deemed neutral.

6.1.8 Utilities

Records of existing utilities within the study area were requested from utility providers. The data received is summarised in the following sub-sections.

6.1.8.1 Water Network

In both Section 1 and 2 there are distribution networks located in the road with the DMAs MA02134, MA02133 and MA02135.



This interact with all options and thus all three options are deemed neutral.

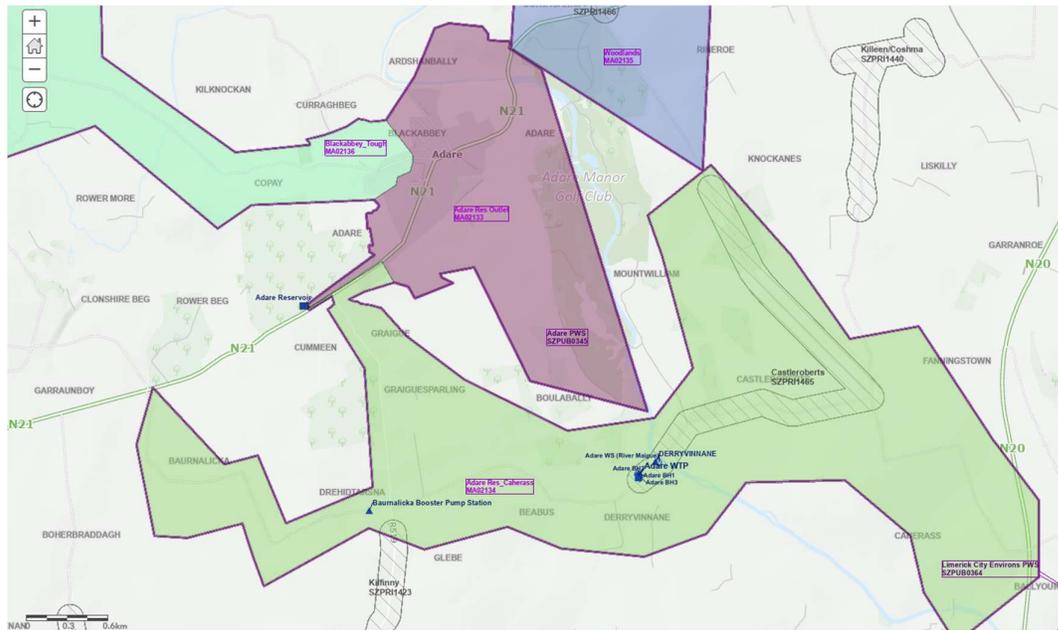


Figure 6-1 Water Distribution Network

6.1.8.2 Wastewater System

Due to the rural nature of the project. All wastewater utilities are located within the village of Adare which is located in Route section 2.

As a results Section 2 option 4 is less favourable.

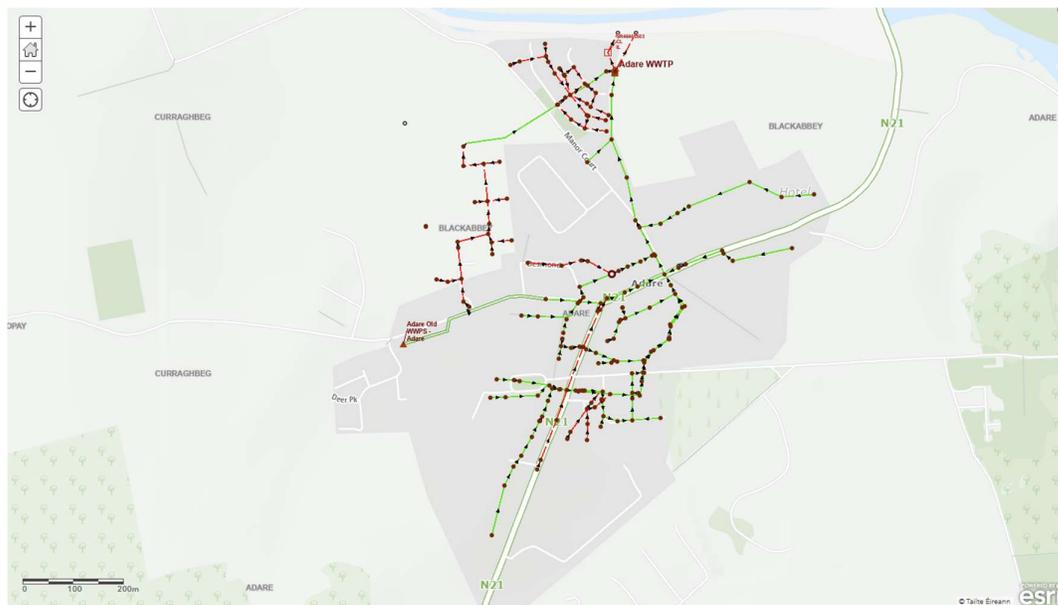


Figure 6-2 Wastewater Utilities

6.1.8.3 Stormwater Systems

There are no available records of the stormwater system in Adare.

It is likely that there are stormwater systems in Adare however comparison of options is not possible.

6.1.8.4 Gas

There is an Aurora telecom inserted gas main within the village of Adare. Option4 in both sections 1 and 2 interact with this network.

All other options do not interact with this network and are therefore deemed neutral.

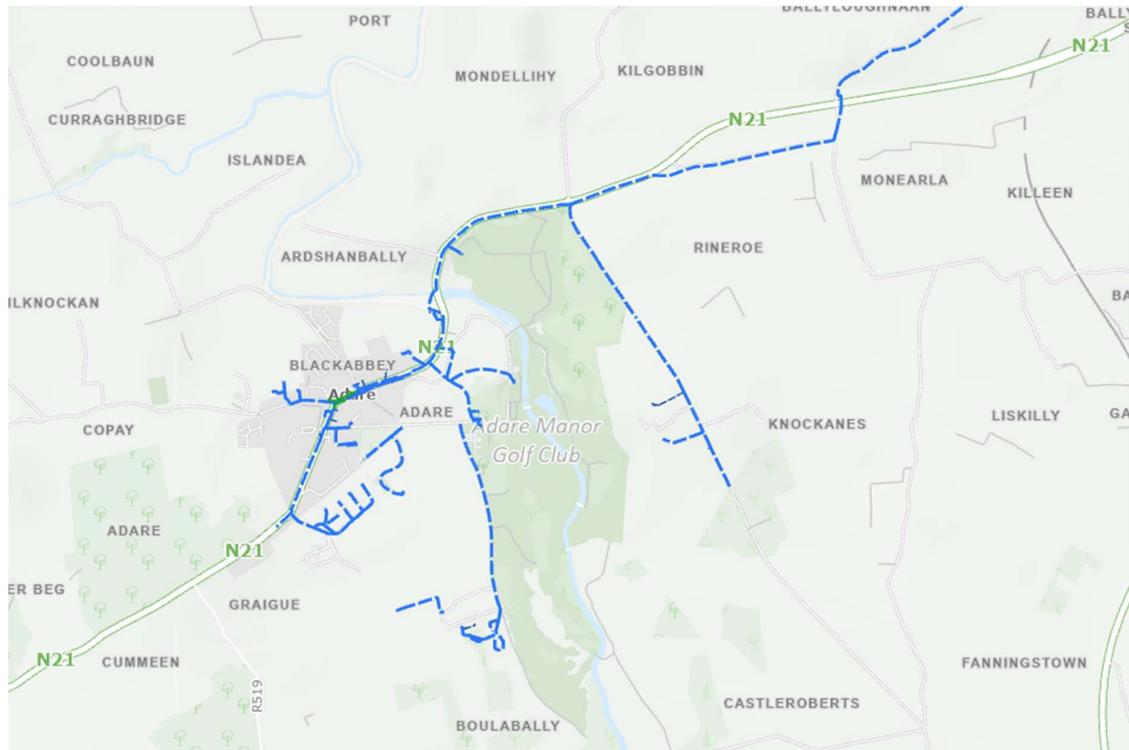


Figure 6-3 Gas Network

6.1.8.5 Electricity

There are overhead and underground electrical cables within the study areas, but none present significant challenges. All routes are deemed neutral in respect of electricity.

6.2 ENVIRONMENTAL

None of the route options are located in designations, sensitive habitats and high value habitats.

The consideration of environmental constraints falls under several evaluation criteria, and these are set out under the following sub-sections.

6.2.1 Ecologically Sensitive Areas

There are no ecologically sensitive areas affected by any of the route options and all are therefore deemed neutral.

6.2.2 National Monuments

There is one no known national monument within the study areas, Desmond Castle LI021-032002 is located in Adare and within 100m of Study 1 option 4. This option is therefore less favourable.

As there are no known monuments with the other study area options, all other options are therefore deemed neutral.

6.2.3 Archaeology

The Sites and Monuments Records (SMR) and National Inventory of Architecture (NIAH) associated with Section 1 are shown in Figure 7-4 to Figure 7-8.

Route option 4 within section 1 is within SMR zone for a number of RMPs and is therefore less favourable.

Castleroberts Bridge is in close proximity to the Route option 3. However, the route will take an offline option within private lands at this location.

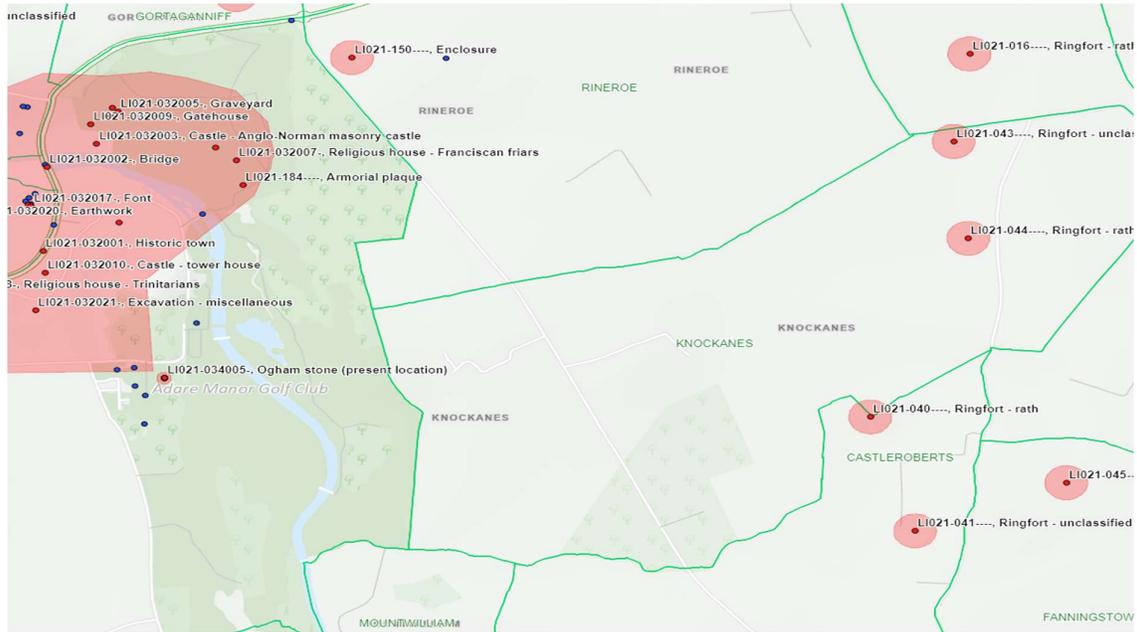


Figure 6-4 SMR and NIAH Locations Section 1(1)

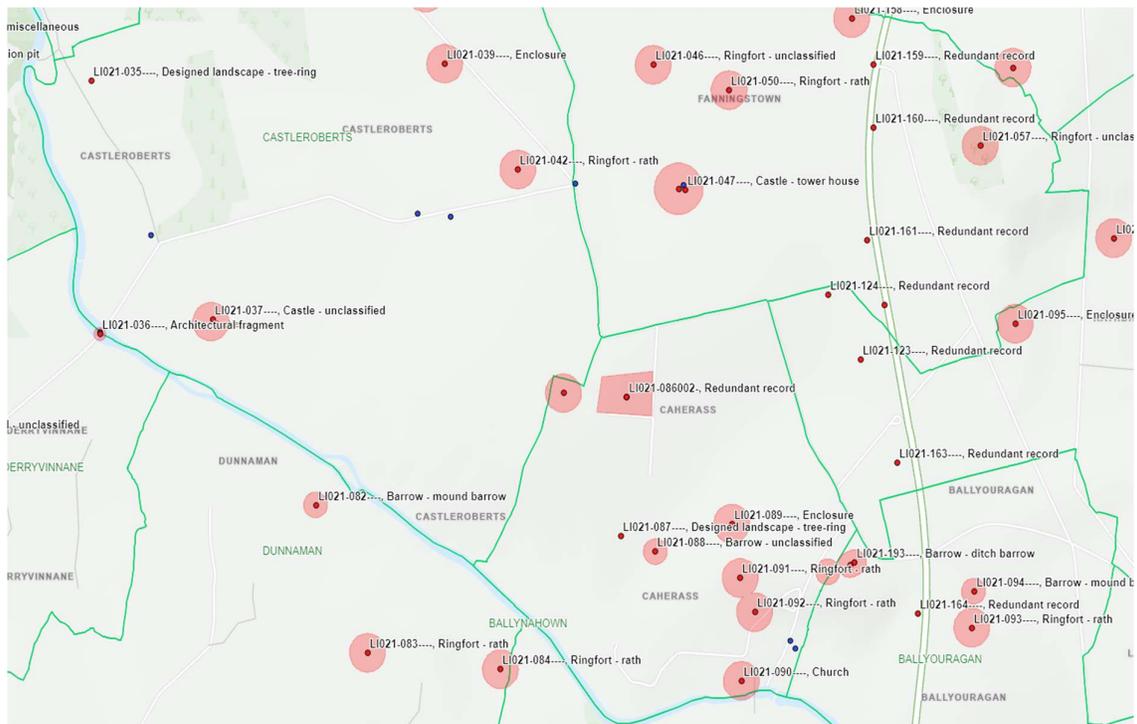


Figure 6-5 SMR and NIAH Locations Section 1(2)

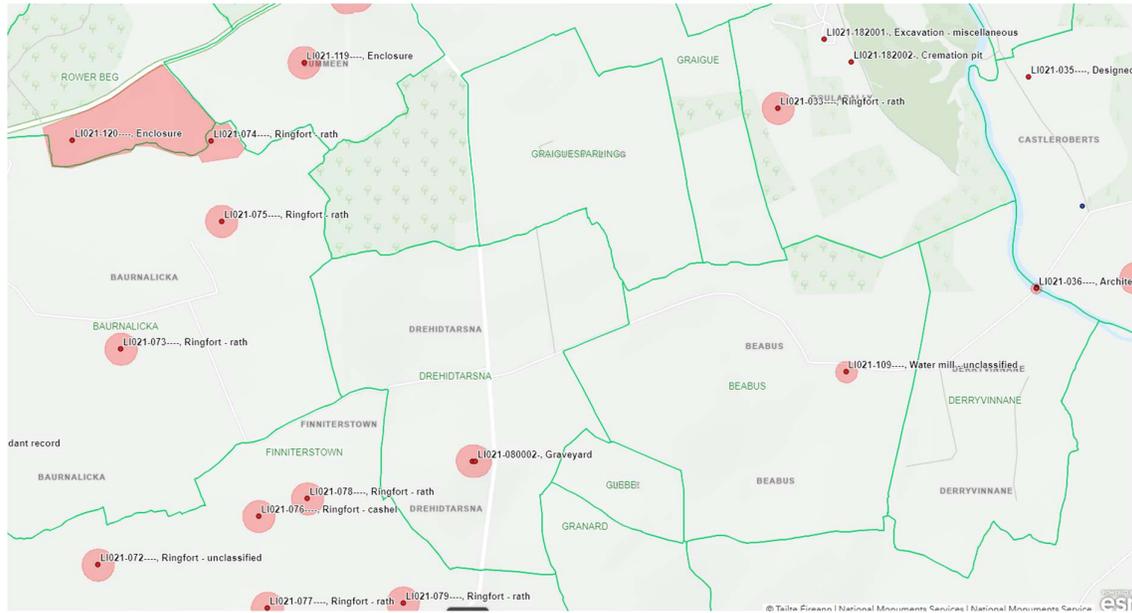


Figure 6-6 SMR and NIAH Locations Section 2 (1)

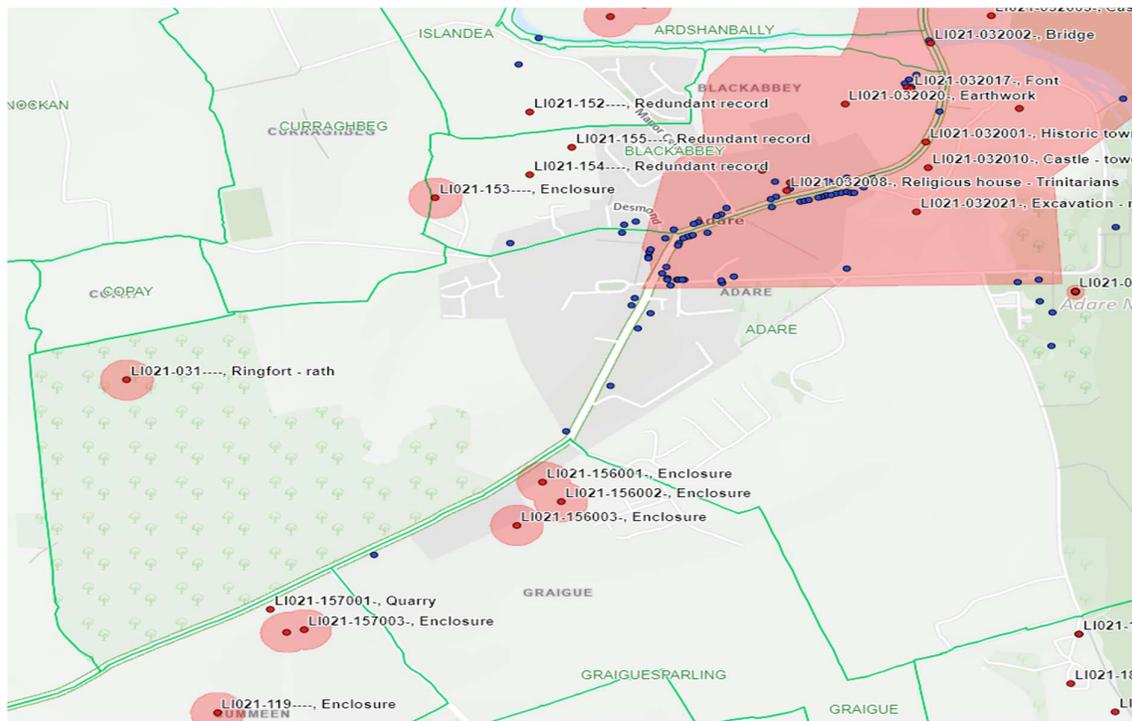


Figure 6-7 SMR and NIAH Locations Section 2 (2)

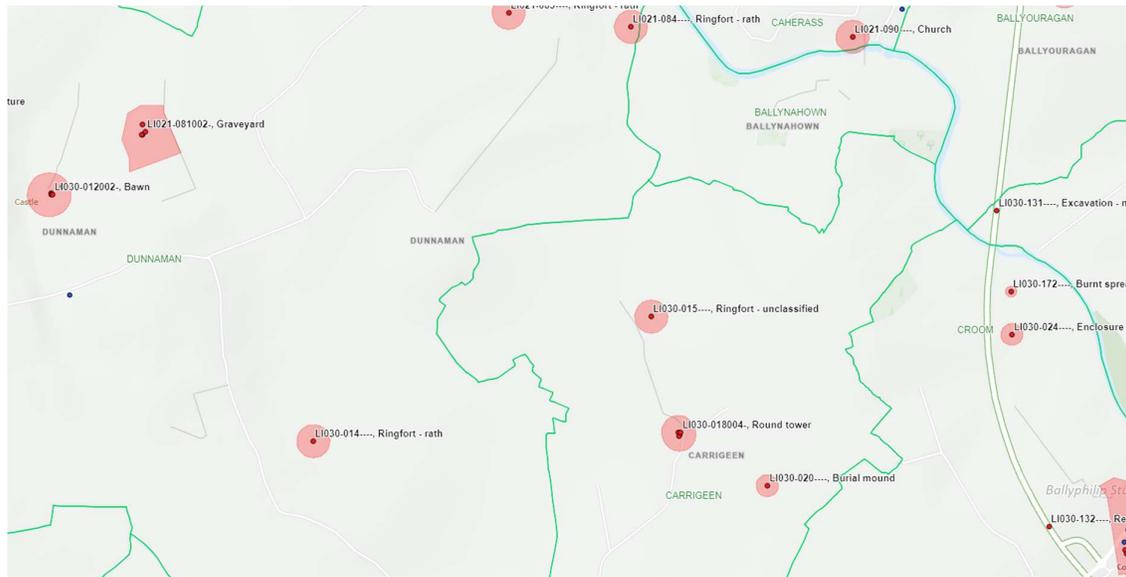


Figure 6-8 SMR and NIAH Locations Section 2 (3)

6.2.3.1 Protected Structures

There are 105 protected structures within the study areas. These are located within the village of Adare. Route options 4 within study area 1 and 2 are therefore less favourable.

All other options associated with Section 1 and Section 2 are deemed to be favourable under this criterion.

6.2.3.2 Architectural Conservation Areas

The Adare Conservation Area is shown in Fig 6-9.

There is no architectural conservation area associated with Section 1 Option 1 and 3.

The conservation area is associated with parts of Section 1 Option 2 and 4.

Section 1 Option 1 and 3 are the more favourable route.

There is no architectural conservation area associated with Section 2 Option 1 and 3.

The conservation area is associated with parts of Section 2 Option 2 and 4.

Section 2 Option 1 and 3 are the more favourable route.

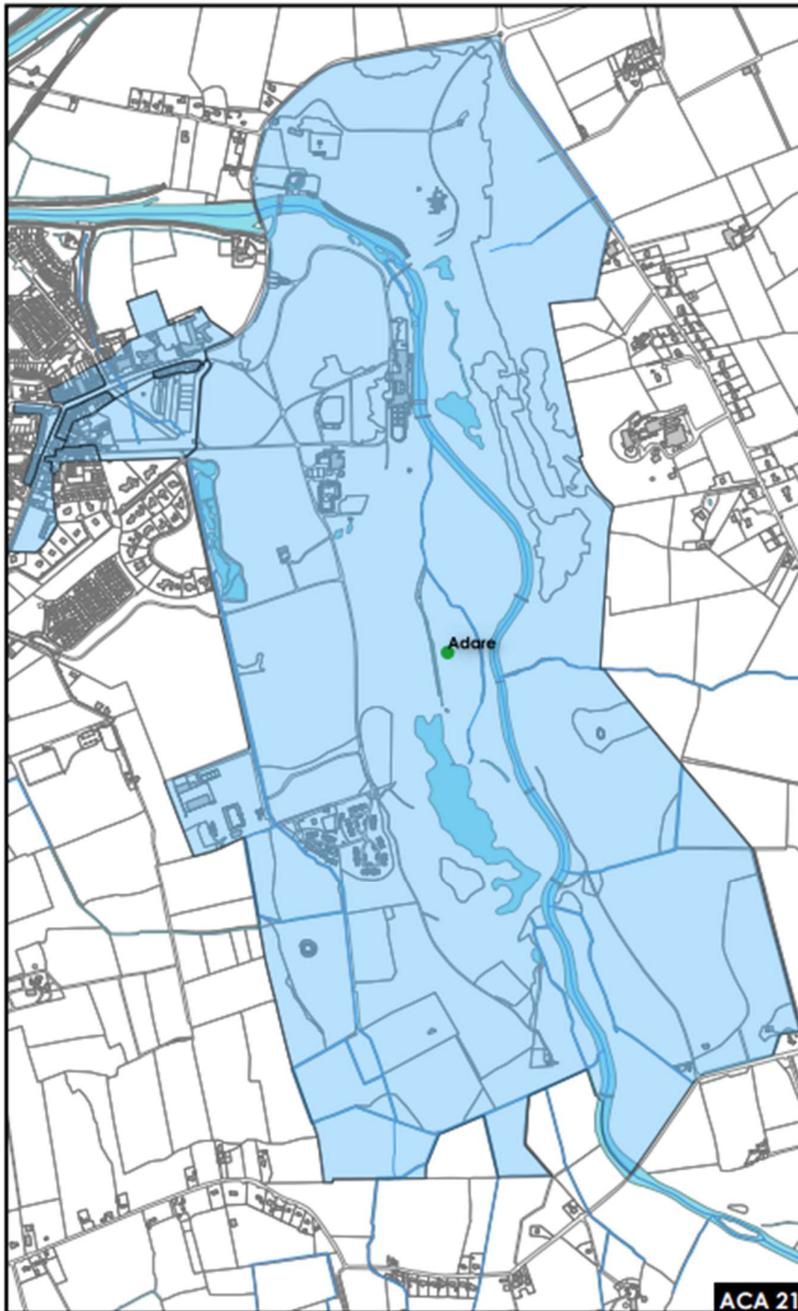


Figure 6-9 Adare Architectural Conservation Areas

6.2.4 High Value Landscapes

There are no high value landscapes impacted within the two study areas and all options are neutral.

6.2.5 Water Bodies

There are no water bodies within the Section 1 and 2 of the study areas.

All route options will involve a single crossing of the River Maigne and all route options are deemed neutral.

6.2.6 Alien Invasive Species

An alien invasive species survey will be undertaken at detailed design stage and if encountered along any of the routes a mitigation plan will be developed in line with UÉ requirements.

6.3 LANDOWNERS

6.3.1 Land Requirements - Wayleaves

Within Section 1 the following options are described below.

For Route Option 1 there are no land folios associated with this option.

For route Option 2 there are five land folios associated; LK12771F, LK5988F, LK32671, LK43999F, LK22012F.

For Route Option 3 there is one land folio associated with the river crossing; LK 14714.

For Route option 4 there is one land folio associated with the river crossing; LK17768F.

In respect of wayleaves route Section 1 Options 1, 3 and 4 would be more favourable for acquiring new wayleaves. Route Section 1 Option 2 would be less favourable.

Within Section 2 the following Options are described below..

For Route Option 1 there are five land folios associated; LK64621F, LK2808F, LK15954, LK3138, LK6858F.

For route Option 2 there are eight land folios associated; LK32150F, LK66499F, LK3776F, LK3576, LK3163, LK3164, LK3161, LK48599F.

For Route Option 3 there is one land folio associated with the river crossing; LK 36766F.

For Route option 4 there is no registered land folio associated with the river crossing, this is a national school, church and Friary located on this parcel.

In respect of wayleaves route Section 2 Options 3 would be more favourable for acquiring new wayleaves. Route Section 1 Option 1 and 2 would be less favourable.

6.3.2 Land Requirements – Land Acquisition

There is no land acquisitions required for the linear route options in both Section 1 or Section 2.

6.3.3 Land Zoning

Fig 6-10 shows the land zoning map for the relevant part of Adare that forms part of the current Limerick County Development Plan.

Section 2 Option 4 is routed through lands that are zoned Utility and Infrastructure. The routing of a water main through these zoned lands would be deemed compatible with the objectives of the development plan. All options are therefore deemed as neutral.

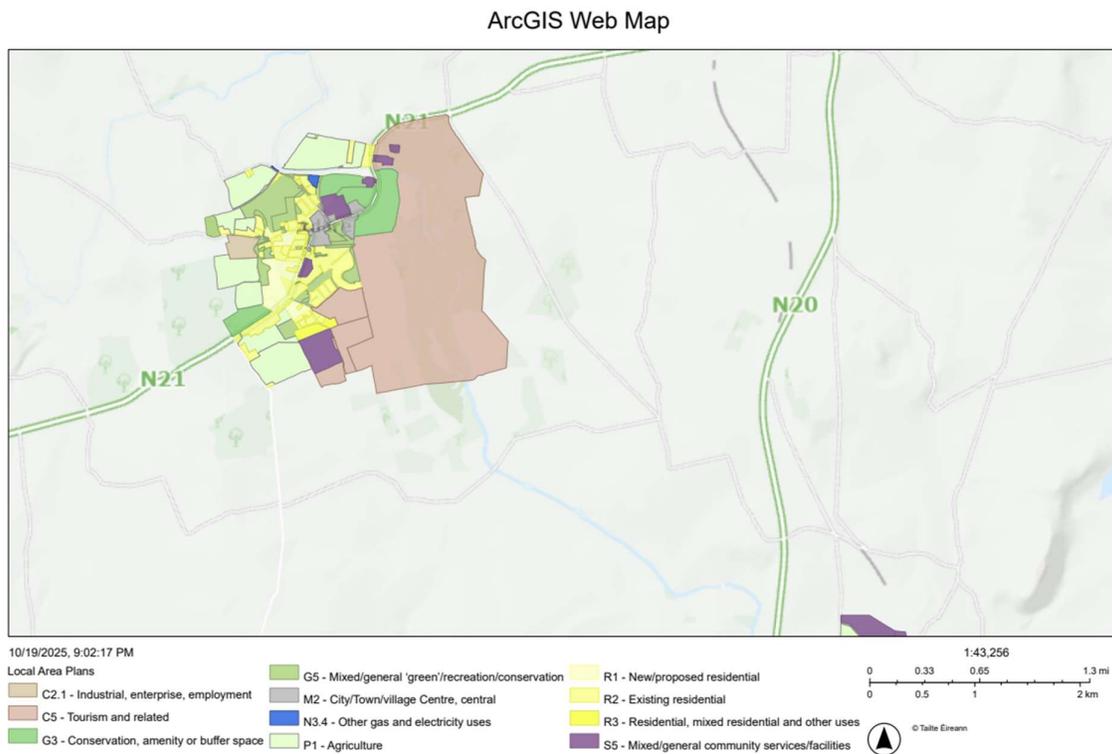


Figure 6-10 Adare Land Zoning

6.3.4 Road Opening Licence

Road opening licences will be required for all route options in both Section 1 and Section 2.

6.3.5 Reinstatement Requirements / Costs

It would be proposed to carry out all reinstatement of trenches on the urban and rural roads in according to the requirements of the Guidelines for Managing Openings in Public Roads, published by the Department of Transport, Tourism and Sport unless requested otherwise by the Roads Authority and as agreed with Uisce Éireann.

In Section 1 option 2 has the lowest reinstatement costs in consideration of the fact that the lands through which it is partially routed are on agricultural land.

In terms of length, option1 is the shortest route, followed by option 3.

In Section 2 the shortest route on road is Option 2 and is viewed as potentially the lowest reinstatement costs in consideration of the fact that the lands through which it is partially routed are on agricultural land.

Section 2 Option 4 is the shortest route in length however as this route takes place within the village of Adare, additional costs associated night works would be anticipated.

Section Option 3 has the second shortest route and therefore the most favourable route after Option 2.

Both Section 2 Option 1 and 4 are deemed less favourable to Option 2 and 3.

6.3.6 Co-location with other utilities or proximate to existing wayleaves

There is an opportunity to rehabilitate the existing the distribution main from Adare Reservoir to Adare WTP while the works are rationalisation works are being undertaken. There is the potential to rehabilitate other distribution mains located in the road also.

For this reason in Section 1 Option 3 and 4 are seen as the most favourable.

For the reason above Section 2 Option 3 is the most favourable.

6.3.7 Traffic Management and Road Safety

Traffic management for any water infrastructure installation on public roads is an important consideration. In this respect the main considerations are as follows:

- Road designation
- Traffic volumes
- Width of road (will a closure be required)
- Public transport routes
- Number of junctions

In Section 1 all options present significant traffic management and road safety challenges.

Section 1 Option 1 involves works on the N20.

Section 1 Option 2 involves works on the L8022 road for a small section.

Section 1 option 3 involves works on the N20, L1420 and L8022.

Section 1 option 1 involves works on the N20, L1420 and N21.

While Section 1 Option 2 has minimal traffic management due to the route being located in private lands. Options 1 and 3 have similar traffic management needs on the N20.

Option 4 is the least favourable option with significant traffic management challenges along N21 and proximity to Adare Village.

In Section 2 Option 4 is the least favourable option with significant traffic management challenges along N21 and proximity to Adare Village.

Option 1, 2 and 3 all have similar routes along the N21 and a portion of the R519.

6.4 PLANNING

In respect to planning, planning is exempt under Class 58(b) the installation of (i) underground pipes, cables, water mains, sewers, including associated accessories, service connections, boundary boxes and meters.

There are some instances where planning may be required involving activities which, consist of the excavation, alteration or demolition of places, caves, sites, features or other objects of archaeological, geological, historical, scientific or ecological interest, the preservation, conservation or protection of which is an objective of a Development Plan.

In Section 1, Planning would not be deemed necessary therefore all options would be deemed neutral.

In section 2, Option 4 may trigger planning as this option is routed through Adare village and Friary at the river crossing.

All other options within Section 2 are deemed neutral.

6.5 CAPITAL COSTS

A detailed capital cost is not possible for the different options at route selection stage as the design is not advanced to a level of detail necessary for such. It is however possible to compare the options in respect of likely relative costs as set out in Table 6-3.

Table 6-3 Ranking of Options in Respect of Capital Costs

Route Option	Approximate length (km)	Relative Costs Ranking
Section 1		
Section 1 Option 1	2.70km	Favourable
Section 1 Option 2	2.89km	Favourable
Section 1 Option 3	4.84km	Favourable
Section 1 Option 4	7.64km	Less Favourable
Section 2		
Section 2 Option 1	8.85km	Less Favourable
Section 2 Option 2	3.19km	Favourable
Section 2 Option 3	4.23km	Favourable
Section 2 Option 4	2.55km	Favourable

6.6 OPERATIONAL COSTS

The operational costs for the gravity watermains will likely be the same for all options in both sections.

6.7 CARBON FOOTPRINT

The carbon footprint is linked to the capital costs of the watermain, and the ranking of the options would be as per Table 6-3.

6.7.1 Sustainability

Uisce Éireann is committed to sustainability by ensuring that environmental, ethical and social principles are at the core of their business decisions and their strategy and is working to ensure that sustainable practices are embedded into the business into everyday activities and is aligned to the UN Sustainable Development Goals.

The sustainability framework of Uisce Éireann has four strategic goals:

1. Environmental pillar: enabling a low carbon sustainable resilient water service to protect and enhance the natural environment
2. Social pillar: empowering our people, enriching our communities, serving our public
3. Economic pillar: supporting future economic growth and resilience through sustainable investment
4. Partnership pillar: committing to sustainable partnerships to support the delivery of mutually beneficial outcomes

The project entails a gravity water main solution and overall, the project enables a low carbon sustainable resilient wastewater service to protect and enhance the natural environment. The project also services the public under the social pillar and economic pillar.

Regarding the Section 1 Options 1, 2 and 3 have potentially the lowest capital costs and thus has the lowest overall carbon inputs and the most favourable option with respect to sustainability in comparison with the other Section 1 Option 4.

Section 2 Options 2, 3 and 4 would have potentially the lowest capital costs and thus has the lowest overall carbon inputs and the most favourable option with respect to sustainability in comparison with Section 2 Option 1.

6.7.2 Waste Management

Uisce Éireann is committed to reducing their waste to landfill and has committed to zero waste to landfill by 2030.

All options will produce waste material associated with trench excavations.

In section 1, option 2 would have generate the least amount of waste material associated with trench excavations as the majority of the route is in agricultural land. All other options would follow the public road. The use of recycled material on the public road routes would reduce the waste produced.

Options 1 and 3 have similar lengths and would be a favourable option if land access became a constraint.



In Section 2, option 2 would have generate the least amount of waste material associated with trench excavations as the majority of the route is on grassland. While option 1 route crosses a lot of agricultural land it is the longest route overall in this section. Option 3 is the shortest route which does not cross agricultural land. Option 2 and 3 are the more favourable routes and all options are less favourable.

6.7.3 Biodiversity Enhancement

Uisce Éireann is committed to protecting biodiversity and striving for net positive impact on biodiversity.

Previous sections addressed biodiversity in the context of IW-AMT-GL-021.

In Section 1 options 1, 3 and 4 would be deemed neutral in respect of impact on biodiversity as both routes are routed along surfaced areas. These routes do not present opportunity for biodiversity enhancement.

Option 2 would involve some tree felling/trimming and excavation around hedgerows.

In Section 2 the Option 1 and 2 would involve some tree felling/trimming and excavation around hedgerows.

Options 3 and 4 would be deemed neutral in respect of impact on biodiversity as both routes are routed along surfaced areas. These routes do not present opportunity for biodiversity enhancement.

Overall, in respect of biodiversity enhancement the route options in Section 1 and 2 have limited opportunity for net positive impact.

6.7.4 Energy Efficient Design

The options selected involve gravity water mains and have no energy using equipment.

6.8 EVALUATION MATRIX

The following sub-sections set out the evaluation of the options within the two sections.

6.8.1 Evaluation Matrix – Section 1

Table 6-4 set out the assessment of the criterion for route selection for the water main in Section 1. The two route options are evaluated in the matrix.

Table 6-4 Evaluation Matrix Summary for Section 1 Route Options

Criteria	Sub-criteria	Route Option 1	Route Option 2	Route Option 3	Route Option 4
Technical	Pipeline Corridor				
	Pipeline Length				
	Pipeline Diameter				
	Pipe Materials				
	Chambers and Fittings				
	Trench Widths				



Criteria	Sub-criteria	Route Option 1	Route Option 2	Route Option 3	Route Option 4
	Physical Obstructions				
	Utilities-Electricity				
	Utilities-Gas				
	Utilities - Stormwater				
	Utilities - Wastewater				
	Utilities-Telecom				
	Utilities -Water				
	Ground Conditions				
	Constructability				
	Topography				
	River Maigue				
Environmental	Ecologically Sensitive Areas				
	National Monuments				
	RMP Records				
	NIAH sites				
	Protected Structures				
	ACAs				
	High Value Landscapes				
	Water Bodies				
	Alien Invasive Species				
Landowner	Land Requirements - Wayleaves				
	Land Requirements - Acquisitions				
	Planning Applications				
	Land Zoning				
	Road Opening Licence				
	Reinstatement Requirements / Costs				
	Co-location with other utilities or proximate to existing wayleaves				
	Traffic Management				
	Road Safety				
	Planning				
Costs	Cost Estimate - Capital				
	Operational Costs				
	Carbon Footprint				
	Sustainability				
	Waste Management				
	Biodiversity Enhancement				

As required by Section 5.5.5 of the Uisce Éireann guidance document IW-AD-PD-GL-008, no weighting of criteria was applied. There is therefore no implication that one criterion is of greater or lesser importance than any other criterion.

When evaluating options relative to each other, particular emphasis is placed on those constraints categorised as Primary Constraints (i.e. ecological, flooding and archaeological sites/ features afforded protection at a World or European level). In this assessment however the primary constraints are neutral across the two options.



It is clearly evident from the matrix that route Option 2 and 4 have numerous less favourable criteria in comparison to the Option 1 and 3 and thus will not emerge as the preferred route.

In comparing Option 1 and Option 3 in terms of technical criteria the route Option 3 would be the preferred route option.

In terms of the environmental criteria Options 1, 2 and 3 are preferable in terms of NIAH sites.

The assessment of options is favouring route Option 3 as the emerging preferred route in respect of technical, landowner and cost criteria.

6.8.2 Evaluation Matrix – Section 2

Table 6-4 set out the assessment of the criterion for route selection for the water main in Section 2. The three route options are evaluated in the matrix.

Table 6-5 Evaluation Matrix Summary Section 2 Route Options

Criteria	Sub-criteria	Route Option 1	Route Option 2	Route Option 3	Route Option 4
Technical	Pipeline Corridor				
	Pipeline Length				
	Pipeline Diameter				
	Pipe Materials				
	Chambers and Fittings				
	Trench Widths				
	Physical Obstructions				
	Utilities-Electricity				
	Utilities-Gas				
	Utilities - Stormwater				
	Utilities - Wastewater				
	Utilities-Telecom				
	Utilities -Water				
	Ground Conditions				
	Constructability				
	Topography				
	River Mague				
Environmental	Ecologically Sensitive Areas				
	National Monuments				
	RMP Records				
	NIAH sites				
	Protected Structures				
	ACAs				
	High Value Landscapes				
	Water Bodies				
Landowner	Alien Invasive Species				
	Land Requirements – Wayleaves				
	Land Requirements – Acquisitions				
	Planning Applications				
	Land Zoning				
	Road Opening Licence				

Criteria	Sub-criteria	Route Option 1	Route Option 2	Route Option 3	Route Option 4
	Reinstatement Requirements / Costs	Yellow	Green	Green	Yellow
	Co-location with other utilities or proximate to existing wayleaves	Grey	Grey	Green	Grey
	Traffic Management	Green	Green	Green	Yellow
	Road Safety	Green	Green	Green	Yellow
	Planning	Grey	Grey	Grey	Grey
Costs	Cost Estimate - Capital	Yellow	Green	Green	Green
	Operational Costs	Grey	Grey	Grey	Grey
	Carbon Footprint	Yellow	Green	Green	Green
	Sustainability	Yellow	Green	Green	Green
	Waste Management	Yellow	Green	Green	Yellow
	Biodiversity Enhancement	Grey	Yellow	Grey	Grey

As required by Section 5.5.5 of the Uisce Éireann guidance document IW-AD-PD-GL-008, no weighting of criteria was applied. There is therefore no implication that one criterion is of greater or lesser importance than any other criterion.

When evaluating options relative to each other, particular emphasis is placed on those constraints categorised as Primary Constraints (i.e. ecological, flooding and archaeological sites/ features afforded protection at a World or European level). In this assessment however the primary constraints are neutral across all three options.

It is clearly evident from the matrix that route Options 1 and 4 has numerous less favourable criteria in comparison to the other route options and thus will not emerge as the preferred route.

In comparing route Option 2 and route Option 3 in terms of technical criteria the route Option 3 would be the preferred route option.

In terms of the environmental criteria all options are similar with the exception of the Option 4 is favourable in comparison.

The landowner criteria would favour towards route Option 3 over route Option 2 mainly related to co-location with other utilities where the option to rehabilitate the distribution main is favourable. Costs would favour toward route Option 2, 3 and 4.

The assessment of options is favouring route Option 3 as the emerging preferred route mainly in respect of technical, landowner and cost criteria.

7. STEP 6 FINALISED ROUTE SELECTION WITH RECOMMENDED OPTIONS

7.1 SECTION 1

The emerging preferred solution is route Option 3.



Figure 7-1 Emerging Preferred Route Option 1

7.2 SECTION 2

The emerging preferred solution is route Option 3.

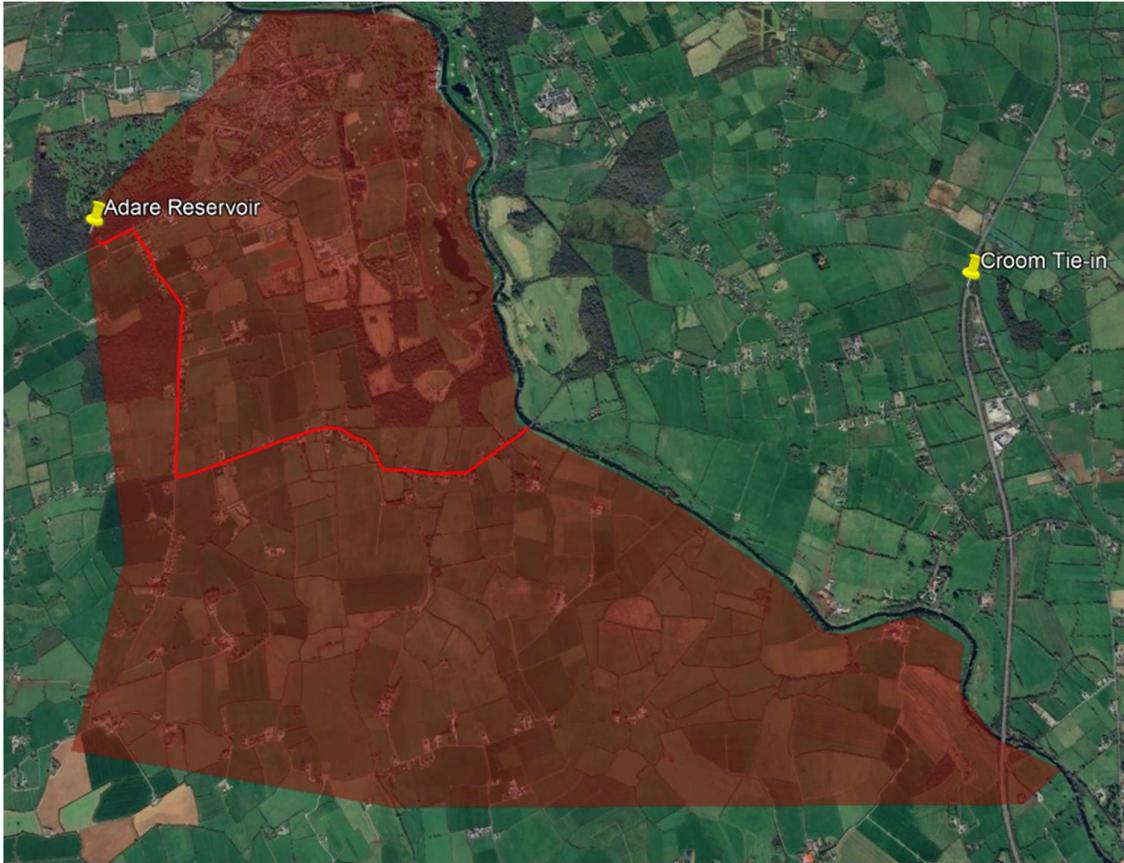


Figure 7-2 Emerging Preferred Site Option 2

**Adare Rationalisation River Crossing
Compulsory Purchase Order**

Planning Report



DOCUMENT AMENDMENT RECORD

Client:	Uisce Éireann
Project:	Adare Rationalisation River Crossing
	Compulsory Purchase Order
Title:	Planning Report

PROJECT NUMBER: 11759-12				DOCUMENT REF:			
				11759-12 CPO Planning Report			
B	Second Draft	RG	26/11/2025	PC	26/11/2025	KMck	26/11/2025
A	First Draft	RG	05/09/2025	EM	05/09/2025	KMck	05/09/2025
Revision	Description & Rationale	Originated	Date	Checked	Date	Authorised	Date



Table of Contents

1	INTRODUCTION.....	2
2	OVERVIEW	3
3	PURPOSE OF CPO	3
4	SITE LOCATION, SITE DESCRIPTION AND SITE CONTEXT.....	4
5	OUTLINE PROJECT DESCRIPTION	6
6	RELEVANT PLANNING HISTORY	6
7	LEGISLATIVE AND POLICY CONTEXT	7
7.1	International/UNSDGs	7
7.2	European Context	8
7.3	National Context	10
7.4	Local Context	10
8	Summary of Environmental Surveys and Assessments	11
9	CONCLUSION	13

1 INTRODUCTION

The existing Adare Water Treatment Plant was constructed in the 1970's and has reached its end of life. The plant has suffered from considerable deterioration and cannot be relied upon to produce water to current standards on an ongoing basis. An EPA in Q1 2024 observed risks to interruption to supply, water quality and pollution of the environment.

In addition to concerns at the plant, the 4km rising main to the reservoir is in very poor condition, with bursts now occurring on average 6 – 8 times per year. In September 2027, Adare Manor will host the Ryder Cup, an event which will place a significant additional demand on both the plant and this rising main.

The works relating to this report are part of a larger project known as Adare Rationalisation. The Adare Rationalisation project will supply water to Adare Water Resource Zone (WRZ) from the Limerick City WRZ. A new distribution main will be installed and supply the local network.

As part of the installation of the 350mm Ductile Iron trunk mains works, the river Maigue will have to be crossed.

A Compulsory Purchase Order is required to facilitate the river Maigue crossing. This Planning Report sets out the planning context associated with the proposed acquisition of lands.

The applicant is **Uisce Éireann**, previously Irish Water.

On 1st January 2014 all functions conferred on water services authorities by the Water Services Act 2007 (other than excluded provision and section 22) were transferred to Irish Water by section 7(1) of the Water Services (No 2) Act 2013. Consequently, Irish Water has powers, duties and functions vested in it by the Water Services Act, 2007 to make proper provision for water services as defined in the Water Services Act, 2007. In this regard, Irish Water is responsible for the provision and development of water and wastewater services.

As a Water Services Authority, Irish Water has under Sections 31 and 32 of the Water Services Act, 2007, powers and function to provide water services including but not limited to the provision, operation or maintenance of sewers and waste water collection and treatment facilities, the construction or maintenance, or arrangement for the construction and maintenance of, water works, or waste water works and the purchasing or obtaining premises or wayleaves that are necessary to fulfil its functions under the Water Services Act, 2007.

Uisce Éireann is responsible for the implementation of this project and has the power under the Water Supplies No. 2 Act 2013, section 11, to continue any water services project commenced by a local authority, including the subject project.

This report was prepared by TOBIN for Ward and Burke on behalf of Uisce Éireann.

2 OVERVIEW

This is an application by Uisce Éireann for confirmation of a Compulsory Purchase Order (CPO), entitled:

Uisce Éireann (Adare Rationalisation) Order, 2025.

The Compulsory Purchase Order relates to the compulsory acquisition of rights over lands in the townland of Castleroberts and is made pursuant to the powers conferred on Uisce Éireann, which is designated as a water services authority, by Sections 32 and 93 of the Water Services Act 2007, as amended.

3 PURPOSE OF CPO

The acquisition of lands is required to facilitate the supply of water from Limerick City Water Resource Zone (WRZ) to Adare Reservoir WRZ.

The lands that are the subject of this Compulsory Purchase Order are required for the following reasons:

1. To facilitate the construction of elements of the scheme, namely the trunk main pipeline and associated fittings.

In total, 2 no plots are being advanced under the Adare Rationalisation project. One of which is subject to this CPO application for rights/interest in land within the townland of Castleroberts, Adare Co Limerick.

This comprises of 1 no permanent wayleave and 2 no temporary working areas as outlined in drawing UE/10051295/CPO/0001.

4 SITE LOCATION, SITE DESCRIPTION AND SITE CONTEXT

The proposed works are located south of Adare as shown in Figure 4.1. The pipeline route is shown in red. The river crossing detail is shown in figure 4.2.

The land on either side of the river is currently used for agricultural purposes. The nearby Castleroberts Bridge is a Recorded Monument and NIAH(National Inventory of Architectural Heritage) site.



Figure 4-1 Site Location

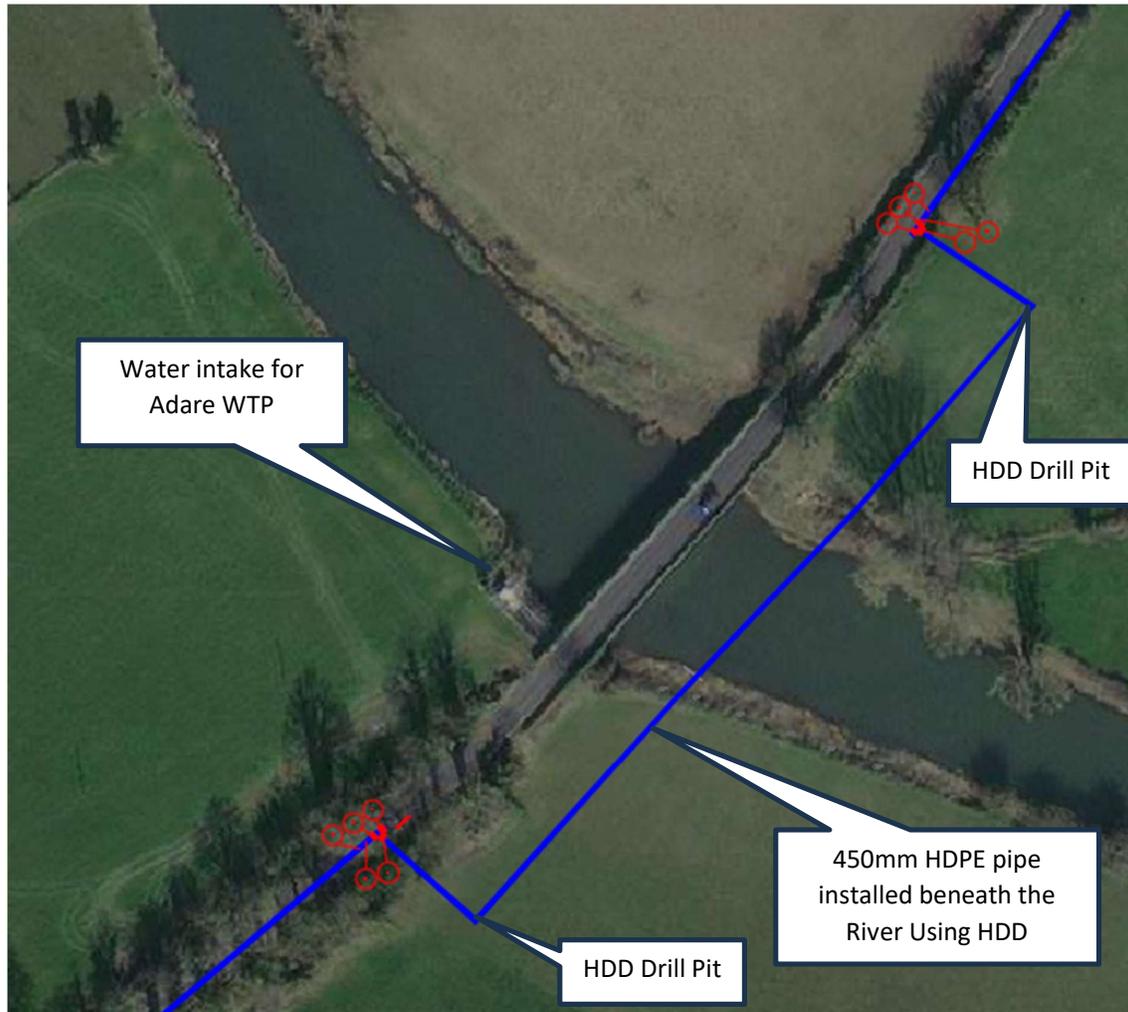


Figure 4-2 Proposed Works

The existing site and the lands subject to this CPO are all located in the townland of Castleroberts.

The closest houses to the works are those located approximately 300m to the North West.