

1.0 INTRODUCTION

1.1 Qualifications and Experience

I, Sam Wallace, hold a Master's Degree in Regional and Urban Planning and am a Corporate Member of the Irish Planning Institute, with 9 years' post graduate experience in strategic planning and development management.

I am a Delivery Planning Manager in the Infrastructure section of Uisce Éireann where I am responsible for bringing water services projects through relevant consent processes.

2.0 PROJECT DESCRIPTION

The Adare Rationalisation Project comprises upgrades to the water network within the Adare area. These upgrades will connect the network in Adare to the Limerick City Water Resource Zone thereby ceasing reliance on the Adare Water Treatment Plant which has reached its end of life.

The project consists of the construction of approximately 9.5km of rising main. This watermain will be primarily located along the local road network and delivered through an open cut construction method.

In addition, the project also consists of a river crossing under the River Maigue. This element will be delivered using a Horizontal Directional Drilling (HDD) construction method with launch and receptor pits located in agricultural lands adjacent to the river and to the south of the Castleroberts Bridge (Included on the National Inventory of Architectural Heritage (NIAH) Ref. 21902116, and on the Sites and Monuments Record (SMR) Ref. LI021-036).

Upon completion of the overall upgrades, rising mains will connect the Adare Reservoir to Castletroy Newcastle Towers within the Limerick City Water Resource Zone (WRZ).

3.0 PROJECT NEED

The existing water supply network in Adare serves a population of approximately 2,000. It is fully dependent on the Adare Water Treatment Plant (WTP) which is in excess of 50 years old. An EPA Audit completed in 2024 in respect of the WTP confirmed that it has a number of deficiencies and accordingly placed the Adare Water Resource Zone on its Remedial Action List i.e. its register of public water supplies that are in need of corrective action.

Furthermore, the existing pipe network in the area is in very poor condition resulting in multiple water bursts – approximately 6-8 times per year. This results in frequent service disruptions, loss of treated drinking water and high repair costs.

This Adare Rationalisation Project will address the existing deficiencies in the network and the issues identified by the 2024 EPA audit by connecting the Adare and Limerick City Environs public water supplies thereby ensuring that a secure and reliable alternative source of clean and wholesome drinking water is provided to the community of Adare.

4.0 STATUTORY OBLIGATIONS AND POWERS

The powers of a water service authority are set out in section 31 of the Water Services Act, 2007. Section 31(2) states, inter alia, that a water service authority may provide water services or supervise the provision of water services in accordance with any prescribed standards, *'taking full account of the following aspects of public policy'*, namely

- (a) proper planning and sustainable development in its functional area,
- (b) protection of human health and the environment,
- (h) relevant development plans, regional or spatial planning guidelines, housing strategies or special amenity area orders, as appropriate, made under the Act of 2000.

Section 32 of the Water Services Act 2007 refers to the general functions of water services authorities in relation to provision of water services and includes taking all necessary measures to ensure compliance with its obligations under section 31 including, inter alia, the abstraction, impoundment, treatment, purchase or supply of water for drinking or any other purpose, in accordance with relevant provisions of this Act or any other enactment, or regulations made under this or any other enactment.

Uisce Éireann has a statutory obligation to provide wholesome and clean Water as outlined in Statutory Instrument 122 of 2014, European Union (Drinking Water) Regulations 2014 as amended by S.I. No. 464/2017 - European Union (Drinking Water) (Amendment) Regulations 2025.

5.0 PLANNING AND ENVIRONMENTAL CONSIDERATIONS

5.1 Planning

Uisce Éireann, as the public water services authority with responsibility for delivering safe and secure water services for communities across Ireland, has available to it specific planning exemption classes which ensure that certain essential water services works can be undertaken without the need to enter the standard planning application process. There is a responsibility on Uisce Éireann to avail of all available planning levers to ensure projects are delivered in a timely manner to meet national objectives such as addressing public health issues or environmental compliance.

The relevant planning exemptions were introduced in 2018 and are detailed in Class 58 of the Planning and Development Regulations, 2001 (as amended). These exemptions acknowledge the need for essential public water-infrastructure maintenance and upgrade works to proceed without undue delay, particularly where urgent interventions, such as those required for this project, are needed to address identified deficiencies and have been recommended by the EPA.

As detailed above, this project involves the installation of below ground rising mains between the Adare and Limerick City WRZs. Uisce Éireann undertook a review of the project scope and the relevant exemption classes and identified that Class 58 (b)(i) was applicable in this instance. Class 58(b) states the following:

The installation of either or both—

- (i) ***underground pipes, cables, water mains, sewers, including associated accessories, service connections, boundary boxes and meters,***
- (ii) *above ground kiosks, meters and other apparatus and overhead wires, including the excavation of any street or other land for that purpose.*

This exemptions process was supported by separate assessments including an AA Screening assessment and Cultural Heritage Screening Assessment, which confirmed that no significant impacts were anticipated to arise as a result of the proposed works.

The provision of a river crossing under the River Maigue using a Horizontal Directional Drilling construction methodology avoids potential impacts to the historic Castleroberts Bridge. The bridge's historic importance is reflected by its inclusion on the National Inventory of Architectural Heritage (NIAH) and classification of regional importance (NIAH Ref. 21902116) and its inclusion on the Sites and Monuments Record (SMR Ref. LI021-036).

5.1.1 Development Potential of Lands at Castleroberts Bridge

As outlined in Section 2.0, the project is primarily situated within the local road network. Given the location of the Croom Tie-in and the Adare Reservoir, crossing the River Maigue at some stage was unavoidable - an inherent requirement of linear utility projects of this nature. The Route Selection Report outlines the methodology used to determine the final route.

The crossing of the River Maigue at Castlerobert's bridge requires a small portion of the works to be routed through nearby agricultural lands currently in grass pasture use, where a permanent wayleave is required to accommodate the permanent works associated with a pipe and to facilitate access for future repair, renewal and/or maintenance. This permanent wayleave is located on a relatively small portion of the field in its westernmost corner and measuring c.650m². Following completion of the construction works, the land will be reinstated, and it will not preclude the continued agricultural use of the lands.

It is acknowledged that the landowner in question has identified the lands to the east of the river as a potential site for a future residential dwelling. In the first instance, it should be noted that no application has been submitted in respect of a residential development, nor has any permission been attained in respect of the lands for such development.

In terms of the development potential of the lands for residential uses, it should further be noted that they are unzoned and lie outside of the boundaries of the Adare Local Area Plan. Were an application to be made to Limerick City and County Council for a rural dwelling, it would need to demonstrate that the site was appropriate. Key considerations of note in this regard include potential flooding constraints for residential development and site suitability for wastewater treatment.

Given the constraints associated with this portion of the field, it is, in my professional planning opinion, likely to be considered within any potential future planning assessment as a less preferable location for a residential dwelling, when compared to the wider field or the wider landholding in the ownership of the landowner in question.

As noted above, the proposed permanent wayleave is located at the westernmost corner of the landowner's field and is entirely subterranean. The temporary works required as part of this

project and the finalised permanent wayleave, located on a small portion of the field above the underground pipe, would not preclude the development of a residential dwelling in this field.

5.2 Environment Assessments

5.2.1 Appropriate Assessment (AA) Screening

In accordance with the requirements of the Habitats Directive (Council Directive 92/43/EEC), an AA Screening was carried out by Flynn Furney Environmental Consultants. This AA Screening concluded the following –

“In view of the best and objective scientific knowledge and in view of the conservation objectives of the European sites reviewed in the screening exercise, the proposed development as described here, individually/in combination with other plans and projects (either directly or indirectly) is not likely to have any significant effects on any of the European sites”

The AA Screening also concludes that no mitigation is required in order to protect the Qualifying Interests of the Lower River Shannon SAC and River Shannon and River Fergus Estuaries SPA.

Therefore, it is recommended that Appropriate Assessment is not required

5.2.2 Environmental Impact Assessment (EIA)

An Environmental Impact Assessment (EIA) Screening Report was prepared. The screening exercise concluded that the project does not require EIA.

The project does not fall under the classifications outlined within Annex I or Annex II of the EIA Directive or within Schedule 5, Part 1 or Part 2 of the Planning and Development Regulations, 2001 (as amended). Furthermore, the EIA Screening prepared confirms that the project, by virtue of its nature, size and location, is not likely to have significant environmental effects. It is therefore considered that the project does not require an EIA to be carried out.

6.0 STRATEGIC PLANNING POLICIES AND OBJECTIVES

There are a number of strategic planning policies to support the proposed development at a national, regional and county level as follows:

6.1 National Planning Framework

Adopted in February 2018 and revised in 2025, the National Planning Framework (NPF) is the Government’s high-level strategic plan for shaping the future growth and development of Ireland until the year 2040. It is a framework to guide public and private investment, to create and promote opportunities for our people, and to protect and enhance our environment.

The NPF growth strategy is supported by a series of National Policy Objectives and National Strategic Outcomes. These objectives and outcomes promote coordinated spatial planning, sustainable use of resources, protection of the environment and the Natura 2000 network.

A number of relevant NPF objectives include:

- National Strategic Outcome 9: Investment in water services infrastructure is critical to the implementation of the National Development Plan;

- National Policy Objective 63: ‘Ensure the efficient and sustainable use and development of water resources and water services infrastructure in order to manage and conserve water resources in a manner that supports a healthy society, economic development requirements and a cleaner environment’;
- National Policy Objective 73b: ‘Planning authorities and delivery agencies will focus on the timely delivery of enabling infrastructure to priority zoned lands in order to deliver planning growth and development’.

6.2 National Development Plan (NDP) 2021-2030

The National Development Plan outlines investment priorities that will support the National Planning Framework to be implemented in a successful manner. The NDP sets out the Government’s over-arching investment strategy on a national, regional and local level to achieve a high-quality stock of infrastructure throughout Ireland.

In respect of water infrastructure, NDP notes that significant continued investment is required to meet growth needs and deliver public health safety and environmental compliance.

6.3 Water Services Strategic Plan 2050 – July, 2025

The Water Services Strategic Plan (WSSP), approved in July 2025, presents Uisce Éireann’s objectives for the next 25 years and the strategy to achieve them, aligning with the requirements set out in the Water Services (No. 2) Act 2013. Key objectives within the WSSP 2050 include the delivery of safe and reliable drinking water that conserves our precious resources, delivering for communities and supporting them to grow, and protecting and restoring our environment.

6.4 National Water Resources Plan (NWRP)

The NWRP outlines a 25-year strategic plan for ensuring a safe, secure, reliable, and sustainable public water supply for the country. The Plan aims to identify deficiencies in the current network and to direct capital investment to projects which will enable a more resilient, efficient and environmentally compliant network.

A core objective of the NWRP is to reduce fragmented small water supplies and create larger interconnected water resource zones. This will improve resilience, provide greater operational stability and fully aligns with one of Uisce Éireann’s key operational pillars to ‘supply smarter’.

6.5 Regional Spatial and Economic Strategy (RSES) for the Southern Region 2020 - 2032

The RSES is a strategic plan which identifies regional assets, opportunities and pressures and provides appropriate policy responses in the form of Regional Policy Objectives. It provides a framework for investment to better manage spatial planning and economic development throughout the Region.

Regional Policy Objective (RPO) 208 demonstrates that a key objective of the Southern Region RSES is to support Uisce Éireann in the implementation of its Investment Plans so that critical water services infrastructure is provided across the region.

6.6 Limerick Development Plan 2022 - 2028

6.6.1 Settlement Strategy

Adare is identified as a Level 4 Large Village within the Limerick Plan. Section 3.7 of the Plan notes that such Large Villages have potential for growth and consolidation. In respect of Adare, it is stated that the population of the village is anticipated to grow by c.29% up to 2028 when compared to 2016 figures. The Core Strategy aims to facilitate such growth in settlements across the county by supporting critical infrastructure upgrades in villages such as Adare.

6.6.2 Infrastructure

Chapter 8 of the Plan highlights that access to a good quality uninterrupted water supply is essential for public health. Objective IN O6 states that it is an objective of the Council to support Uisce Éireann in the provision of water services and to liaise with Uisce Éireann in respect of the *“provision, extension and upgrading of the pipe water distribution network and wastewater pipe network across Limerick City and County to serve existing population and future population growth and sustain economic growth, in accordance with the requirements of the Core and Settlement Strategies.”*

6.6.3 Built Heritage

The diverse and rich built heritage within the Adare area is noted within Chapter 6 of the Plan. Objective EH 052 references explicitly the need to take into consideration the potential for proposals to have impacts on structures of historic or architectural interest that have been placed on the National Inventory of Architectural Heritage.

6.7 Adare Local Area Plan (LAP) 2024 – 2028

The primary aim of the Adare LAP, adopted in 2024, is to guide the sustainable planned development of Adare, consistent with national, regional, and county planning policy.

The lands that are the subject of this CPO are located outside the Adare Local Area Map and therefore not zoned.

The LAP notes that Uisce Éireann is responsible for the provision of public water services and that Limerick Council work closely with UE to deliver required water services in the area and wider county. This Adare Rationalisation project and the interconnection of the Adare and Limerick City WRZs is directly referenced within the LAP. Section 9.1 of the LAP acknowledges that *“with these works there will be adequate capacity available to cater for the proposed population growth over the plan period”*.

7.0 CONCLUSION

As detailed above, the route of the proposed water main is located primarily within the local road network. In order to avoid potential negative impacts to the historic Castleroberts Bridge, a small portion of the route is located within agricultural lands. Upon completion of the construction works, these lands will be reinstated and the lands can continue to be used for agricultural purposes.

The proposed development aligns with national, regional, and county planning policy, including the Limerick Development Plan and the Adare Local Area Plan, and therefore accords with the proper planning and sustainable development of the area. In addition, the project will deliver the enhanced capacity and resilience required within the Adare public water supply and enable the

removal of the Adare Water Resource Zone from the EPA's Remedial Action List, thereby supporting the community's future growth while ensuring continued access to a safe and reliable drinking water supply.

Sam Wallace

Delivery Planning Manager, Uisce Éireann

I, John Daly, am a Landowner Liaison Partner (LLP) with Avison Young and have been engaged in the Adare Rationalisation Water Project since December 2024. I have gained specific relevant experience in the role over the past 25 years for clients including Uisce Eireann, Gas Networks Ireland and other clients acquiring lands for utilities. This work has included advising the client, in this case Uisce Eireann, on specific issues relating to concerns and questions raised by landowners and relaying these back to the landowners.

I have had both telephone calls and face-to-face meetings with the Mr Ned Houlihan since December 2024. My interactions with him have always been courteous and frank and at all times his questions and issues were addressed.

I am also aware that throughout the process, Gavin Quinlan of Avison Young, has engaged with the landowner and the landowners experts.

LANDOWNER ENGAGEMENT

I set out below a summary of my engagement with the landowner.

Landowner / Occupier / Agent	Date	Type of Contact	Comments
Mr Ned Houlihan	10/12/24	Face to face	<u>Introductory meeting.</u> Mr Houlihan had previously been contacted by Ward & Burke (UE Contractors) requesting access for site investigations and was aware of the project. Mr Houlihan raised concerns re the pipe being on his side of the road and the potential loss of a residential site.
Mr Ned Houlihan	21/05/25	Face to face	<u>Confirming public ROW</u> Visit to Mr Houlihan place of work to check if he had received the 60 day letter and if he had questions about it. He raised similar points as before and that he was concerned that he would not get planning permission if the pipe was built in this location.
Ms Valerie Noonan (Solicitor for Mr Houlihan)	16/01/25	Email	Request from Ms Noonan to check the folio number on the ITP letter. Folio number checked and correct and replied to Ms Noonan
Ms Valerie Noonan	27/01/25	Email	Request from Ms Noonan to mark out roughly, for illustration purposes, approximately where the pipeline will be. Email reply to Ms Noonan attaching a rough sketch on the folio map.

AN COIMISIÚN PLEANÁLA

(REF. NO. ABP-323891-25)

**UISCE ÉIREANN COMPULSORY PURCHASE
(ADARE RATIONALISATION) ORDER, 2025**

WITNESS STATEMENT OF ÁINE GILHOOLY

COMPULSORY PURCHASE ORDER PROCEDURE

1. Introduction

1.1 Qualifications and Experience

I, Áine Gilhooly, hold an undergraduate degree in Business and Law from University College Dublin and a master's degree in European law with Economic Analysis from the College of Europe in Bruges, I am a qualified, but not a practicing solicitor with conveyancing experience and I have two years' experience dealing with infrastructure related Land projects.

I have been involved in compulsory land acquisition issues on a number of projects.

1.2 Role in the Project

I am the Land & Utilities Lead in Uisce Éireann. I have the responsibility for providing business support to its Delivery Portfolios in terms of Land & Wayleave compulsory acquisition.

2. Summary of Uisce Éireann's Compulsory Purchase Order Process

(A) Preliminary

Uisce Éireann issued 'Introduction to Project' letters dated 17th December 2024 to the Landowner (see **Appendix 1**). This letter informed the Landowner of the nature of the Project and provides contact details of the Uisce Éireann's Landowner Liaison Partner ("LLP").

Engagement with Edward Houlihan (the "Landowner") and the Land Liaison Partner John Daly began on 10th December 2024. The LLP introduced the "Project" (the proposed Adare Rationalisation) in person and acted as the point of contact for the Landowner for any queries related to the project (not related to compensation).

Uisce Éireann issued 'Introduction to Valuer' letters to the Landowner on 08th January 2025 (see **Appendix 2**). This letter notified the Landowner that Uisce Éireann's valuer would be in contact to enter negotiations and to agree compensation.

Uisce Éireann issued '60 day' letter dated 20th May 2025 to the Landowner (see **Appendix 3**). This letter enclosed:

- (a) Drawing showing the route of wayleave being acquired;
- (b) Draft Wayleave and Option Agreement which Uisce Éireann intend to enter into with Landowner in due course (if the CPO is confirmed, satisfactory proof of title is provided and finalisation of compensation payable);
- (c) Landowner/ Occupier/Tenant Form, which is requested to be completed by the current occupier of the land and returned with the Wayleave and Option Agreement;
- (d) Uisce Éireann Code of Practice - (which is incorporated into the Deed of Wayleave and Easement) setting out the undertakings and other arrangements which Uisce Éireann is prepared to enter into in return for Landowners' agreement to grant the wayleave and any required working facilities and/or to transfer the site on a voluntary basis.
- (e) Draft of Deed of Wayleave and Easement
- (f) Draft Licence Agreement

The Landowner was afforded 60 days to sign agreement and prove title and the letters also informed the Landowner of Uisce Éireann's intention to make a CPO in relation to the lands should agreement not be reached, or title cannot be proven. The Letters also provided a point of contact.

(B) Making the CPO

1. To enable Uisce Éireann to exercise its powers of compulsory acquisition, the following documents are prepared:
 - Compulsory Purchase Order;
 - Compulsory Purchase Order drawings;
 - Public Notice for publication in Newspaper; and
 - Landowner Notices of Compulsory Purchase Order.

2. Prior to the making of the CPO, the Engineers Report and Chief Executive Officer's Order were prepared and signed.

Adare Rationalisation Project Engineers Report was signed on 25 th October 2025 (Appendix 4).

Adare Rationalisation Project Chief Executive Officer's Order was signed on 26 th October 2025 (Appendix 5).
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3. The Compulsory Purchase Order Documents are signed by the Company Secretary and a Director of Uisce Éireann.

Adare Rationalisation Project Compulsory Purchase Order Documents (Appendix 6) were signed on 31 st October 2025
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4. Subsequent to the making of the CPO, the Compulsory Purchase Order "pack" is issued to landowners and occupiers. This includes:
 - Compulsory Purchase Order Cover Letter;
 - Landowner Notice;
 - Individual Landowner Drawings; and
 - Copy of the signed and sealed Compulsory Purchase Order.

Adare Rationalisation Project Compulsory Purchase Order "Pack" (sample in Appendix 7) was issued to landowners and occupiers on 11 th November 2025
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5. The Compulsory Purchase Order is put on Public Display in Colvill House, 24-26 Talbot Street, Dublin, and:

Adare Rationalisation Project Compulsory Purchase Order was put on Public Display in Colvill House, 24-26 Talbot Street, Dublin, and Limerick City & County Council, Dooradoyle Road, Dooradoyle, Co Limerick, V94 WV78 on 15th November 2025

6. The Public Notice is published in the Newspaper with the objection date of 4 weeks post notification.

Adare Rationalisation Project Public Notice was published in “Limerick Leader” on 15th November 2025 (**Appendix 8**).

7. A period within which to make objections (4 weeks) applied from the date of publication of the notice.

8. An Coimisiún Pleanála will decide whether or not to confirm the CPO, with or without modification, and the documentation included on the file was forwarded to An Coimisiún Pleanála including:

- Chief Executive Officer’s Order
- The Compulsory Purchase Order signed and sealed by the Chief Executive Officer and the Company Secretary (Three Copies)
- The Compulsory Purchase order map signed and sealed by the Chief Executive Officer and Company Secretary (Three Copies)
- Engineers Report from the relevant Programme Manager, confirming that the proposed work is in conformity with the planning development objectives of the area and the Local Area Plan and that the acquisition of the land is suitable and necessary for the purpose.
- Public Notice from Newspaper
- Sample copy of notice sent to Landowner
- Certificate of service of CPO notices (**Appendix 9**).

Adare Rationalisation Project Compulsory Purchase Order file was submitted to An Coimisiún Pleanála on 21st November 2025.

9. An objection to the making of the CPO was received by An Coimisiún Pleanála from:

- Edward Houlihan on 12th December 2025 .

10. The objection has not been withdrawn.

11. As outlined above, Uisce Éireann managed a clear process in relation to making the CPO and managing all CPO documentation, making documentation available for public display and enabling landowners or persons with interest in lands to make objections to the CPO.
12. Uisce Éireann and its agents engaged comprehensively with the Landowners prior to the making of the CPO as evidenced by John Daly.
13. I am satisfied that all reasonable endeavours were made to engage with the Landowners and/or their agents, in so far as they were required, both prior to and following the service of the Compulsory Purchase Order.

Signed:

Áine Gilhooly

LAND AND WAYLEAVES LEAD, UISCE ÉIREANN

Appendix 1

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

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

Re: 10051295_Adare Rationalisation Pipeline
Folio No: LK14714
Plot No: 001,002,003

Uisce Éireann
PO Box 6000
Dublin 1
D01 WA07
Ireland

17th December 2024

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

Dear Sir/Madam,

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. Water for the Adare network will be supplied through a new trunk main connected to the existing Limerick-Croom trunk main.

This project will ensure that Adare and the surrounding areas will have the capacity for the forecasted population and economic growth in the area. The project is now advancing to the Detailed Design Stage.

Uisce Éireann has undertaken a study to identify a preferred pipeline route. The preferred pipeline route chosen based on both technical and environmental considerations. The Project Team has identified the Landowners along the route of the proposed pipeline. A recent Land Registry search identified that Thomas Gerrard Butler is registered as the owner of the land holding associated with the above folio. Please find enclosed drawing of the proposed pipeline route.

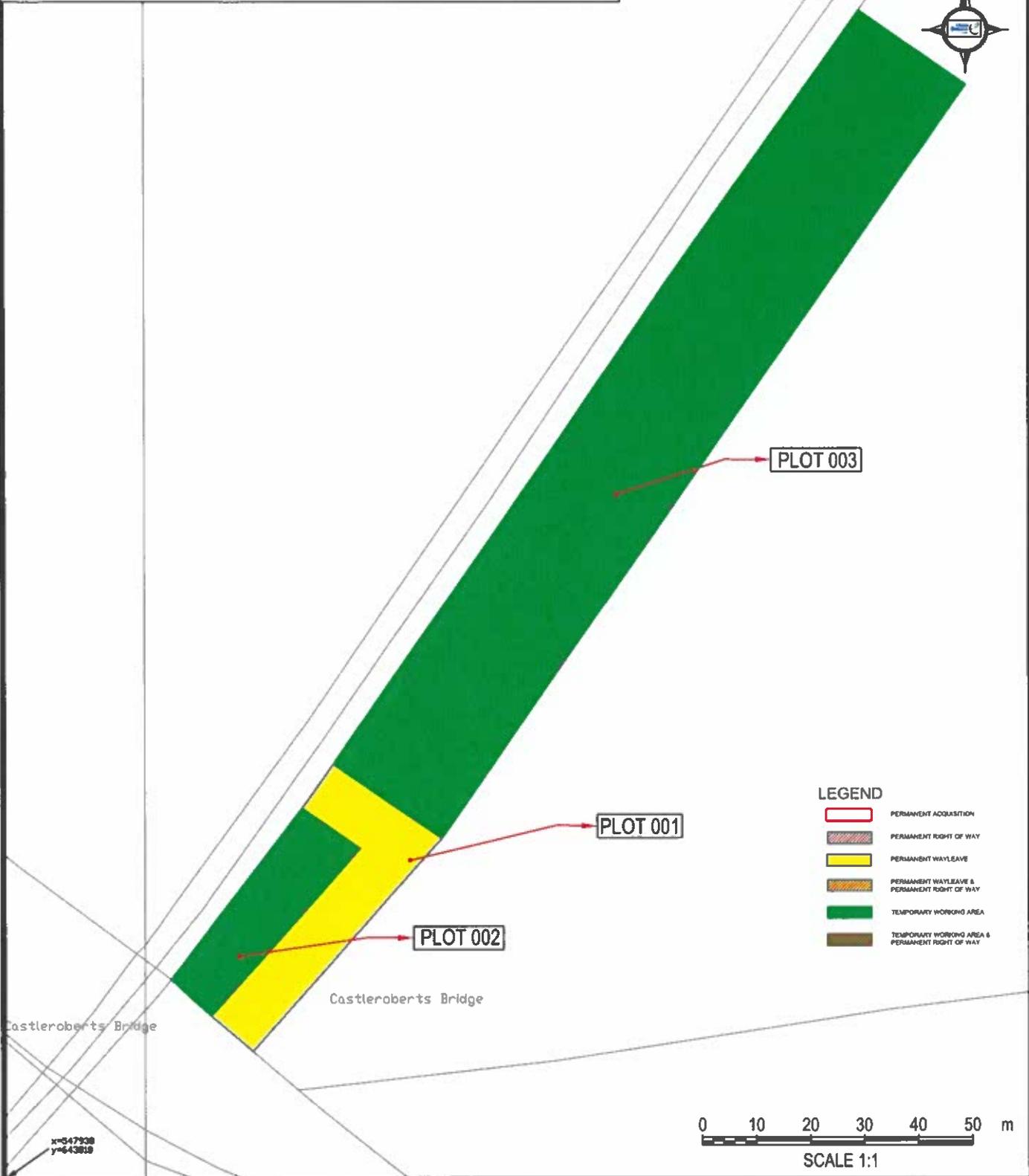
We would be grateful if you or your solicitor could confirm to us that you are the owner of the above referenced folio.

For further information regarding this project, please contact Landowner Liaison Partner John Daly on 0877433486 or at john.daly@avisonyoung.com

Yours sincerely,
Land & Wayleave Team

ACQUISITION TYPE	AREA (Ha)	PLOT No.
AREA OF PERMANENT WAYLEAVE	0.0657	PLOT 001
AREA OF TEMPORARY WORKING AREA	0.047	PLOT 002
AREA OF TEMPORARY WORKING AREA	0.4139	PLOT 003

x=54827
y=64384



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



SCALE 1:1

PROJECT: ADARE RATIONALISATION (Project ID 10051295)



WAYLEAVE DETAILS
Pipe Dia./Details: 450mm/HDPE
Width of Wayleave (Yellow): 10m Max.
Length of Wayleave (Yellow): 65m
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	2
O.S. REF 14714	SCALE 1:1000@A4
DATE 02/12/24	
DRG BY LC	CHK BY RG

Appendix 2

Houlihans Machinery Services Ltd
of Kilmacow
Kilfinny
Adare,
County Limerick

Re: 10051295_Adare Rationalisation Pipeline
Folio No: LK14714
Plot No: 001, 002, 003

8th January 2025

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

Dear Sir/Madam,

Thank you for meeting with Land Liaison Partner John Daly in December 2024. As 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 preferred route was chosen based on both technical and environmental considerations.

The proposed scheme will affect lands in your ownership and Uisce Éireann therefore seek to obtain a wayleave to install a pipeline through your property on a voluntary basis as shown on the enclosed drawing (Drawing No. UE/10051295/WL/002) showing the location of the route of the wayleave through your land.

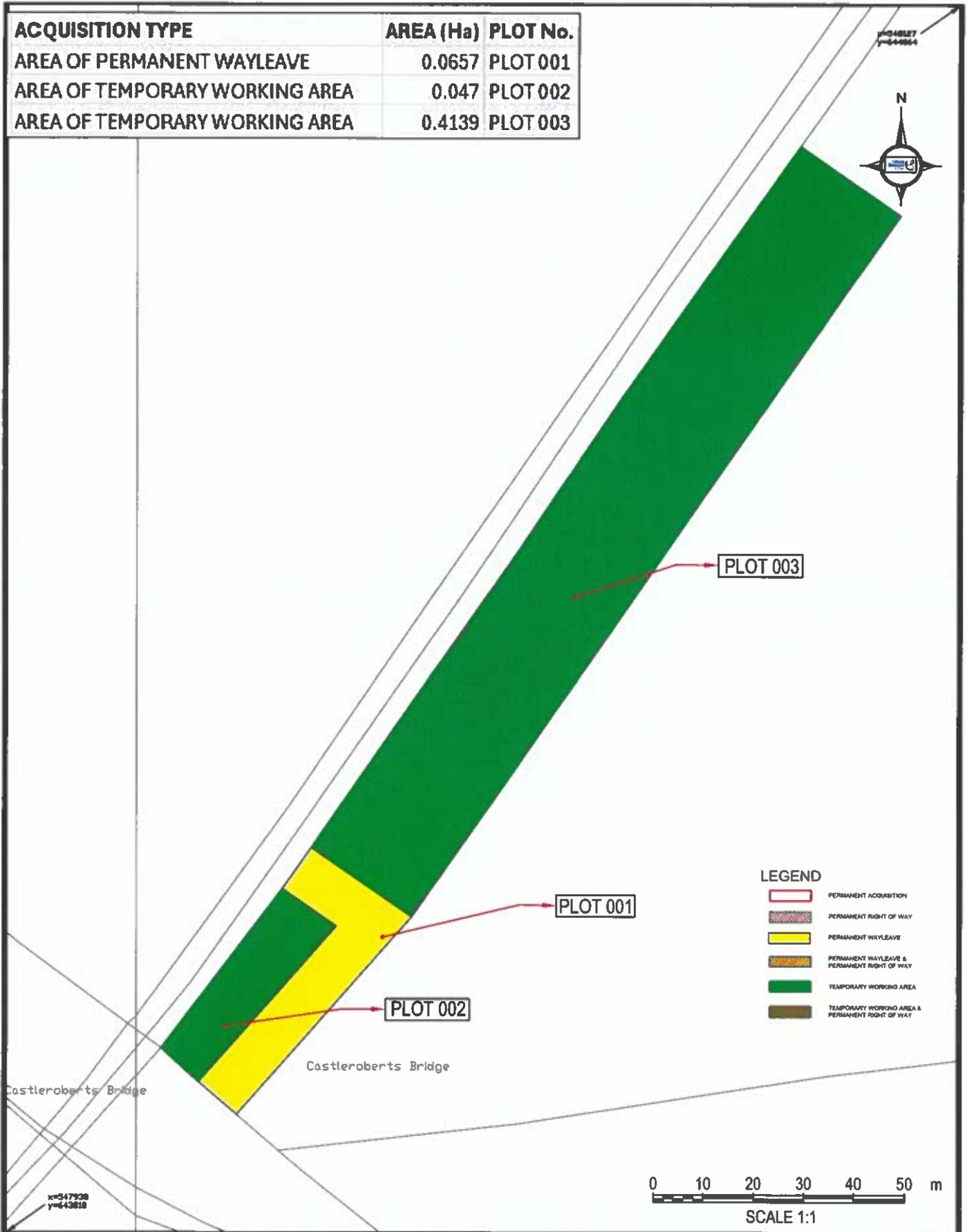
Uisce Éireann wish to enter into negotiations with you for the acquisition of the necessary wayleave through your property and advise that our Valuer, Avison Young will be in contact with you (or your nominated Valuer) to agree compensation terms for the proposed wayleave Please find Code of Practice enclosed outlining the undertakings Uisce Éireann give each landowner.

We recommend that you consult with your Solicitor. Uisce Éireann will pay Solicitors and Valuers fees which are reasonably and necessarily incurred in respect of the acquisition of this wayleave Please see Code of Practice enclosed with fees outlined.

If you have any queries in relation to this matter, please do not hesitate to contact Landowner Liaison Partner John Daly on 0877433486 or at John.daly@avisonyoung.com

Yours sincerely,
Land & Wayleave Team

ACQUISITION TYPE	AREA (Ha)	PLOT No.
AREA OF PERMANENT WAYLEAVE	0.0657	PLOT 001
AREA OF TEMPORARY WORKING AREA	0.047	PLOT 002
AREA OF TEMPORARY WORKING AREA	0.4139	PLOT 003



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): 65m
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	2
O.S. REF 14714	SCALE 1:1000@A4
DATE 02/12/24	
DRG BY LC	CHK BY RG

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 0877433486 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 reseeding 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.

Appendix 3

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.

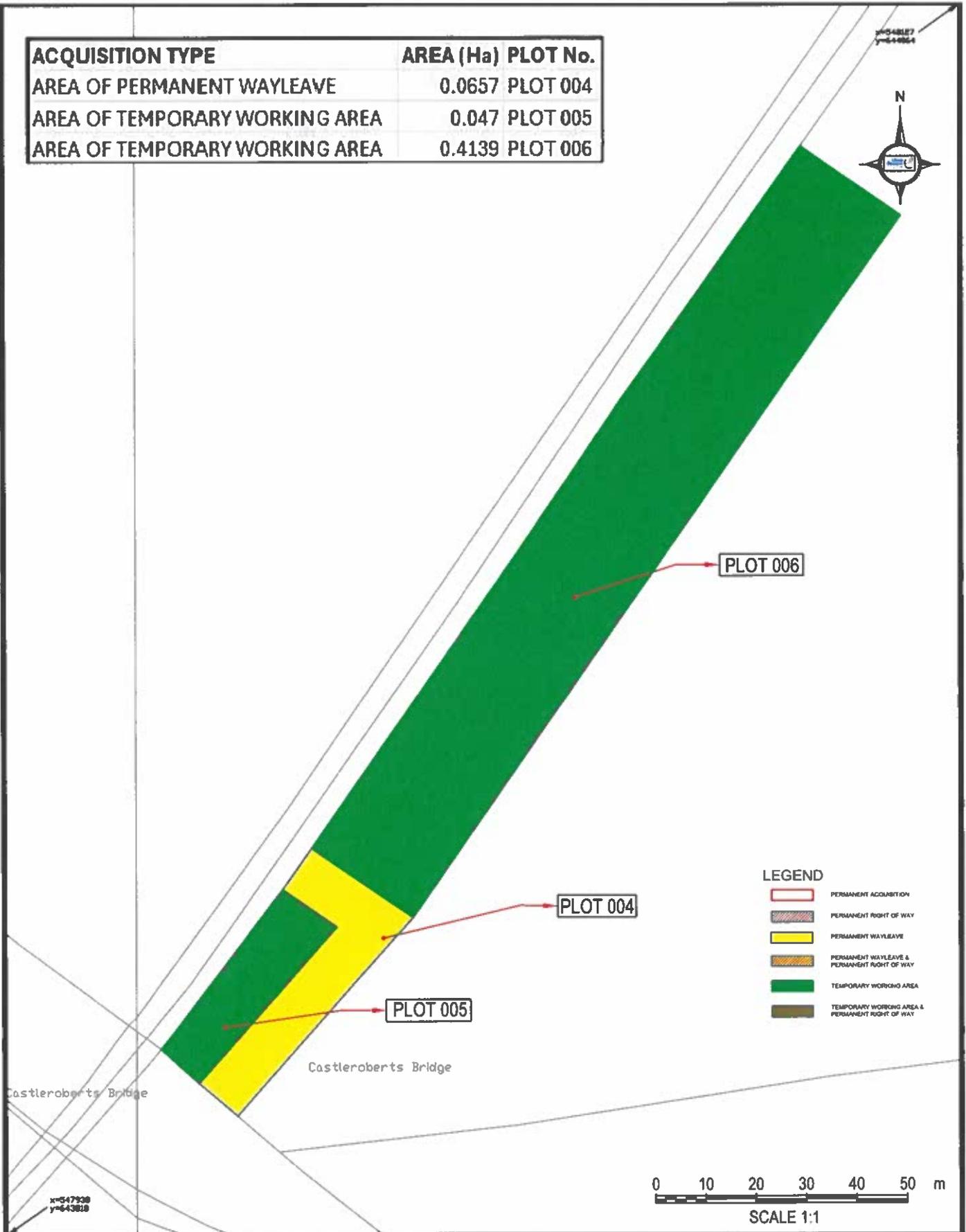
If you have any queries in relation to this matter, please do not hesitate to contact Landowner Liaison Partner John Daly on 087-7433486 or at john.daly@avisonyoung.com.

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

x=54867
y=64864



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

0 10 20 30 40 50 m

SCALE 1:1

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 effect 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]

Appendix 4

COMPULSORY ACQUISITION OF LANDS AND RIGHTS OVER LAND

Uisce Éireann COMPULSORY PURCHASE (ADARE RATIONALISATION PROJECT) ORDER, 2025

ENGINEERS REPORT

To: Chief Executive Officer, Uisce Éireann

Date: October 2025

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Purpose of Report

1. The purpose of this report is to recommend to the Chief Executive Officer the making of the proposed Uisce Éireann Compulsory Purchase (Adare Rationalisation Project) Order, 2025.
2. The Order is required for the purposes of Uisce Éireann's advancing the Adare Rationalisation Project ("the Project") which is included in the 2025-2029 Capital Investment Plan

The Functions of Uisce Éireann

3. 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 Uisce Éireann by section 7(1) of the Water Services (No 2) Act 2013. Consequently, Uisce Éireann 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, Uisce Éireann is responsible for the provision and development of water services, including the collection, treatment and discharge of urban wastewater. I confirm that the transferred functions include all functions necessary to Uisce Éireann's adoption and carrying into effect of the Adare Rationalisation Project and to the proposed Compulsory Purchase Order.
4. As a Water Services Authority, Uisce Éireann 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.

The Community Need underlying the Scheme

The Existing Situation & the Need for the Scheme

5. All drinking water for the Adare Water Supply Zone is sourced from its water treatment plant which is located on the bank of the River Maigue. The EPA (Environmental Protection Agency) during audit in May 2024 identified significant risks in the treatment process and the water supply was subsequently placed on the EPA's Remedial Action List.

The objective of the project is to address the treatment risks associated with the Adare supply and enable the removal of the Water Supply Zone (WSZ) from the EPA's remedial action list.

Description of the Scheme & Public Interest

6. Generally, the scheme consists of the provision of 9km trunk watermain between Croom and Adare Reservoir. This will include an underground crossing of the River Maigue in private lands.
7. The objective of the project is as follows:-

- Improve the security of supply and provide greater network resilience to the Adare WSZ

History of Scheme Development and Statutory Processes

8. In addition, the need for the Adare Rationalisation Project is required to comply with:
 - Uisce Éireann National Water Resources Plan (NWRP)
 - Uisce Éireann Water Services Strategic Plan.
 - Uisce Éireann Capital Investment Plan (RC4)
9. The project is required to comply with the above policies to ensure there is a safe and reliable supply of water to the Adare WSZ and ensuring there is adequate supply to support social and economic growth in the area.

The Need for these Lands

10. To facilitate the construction of elements of the scheme, namely the trunk watermain. During the preliminary design process, a route selection report for the river crossing was carried out whereby numerous pipe routes were examined with the current proposed option being the most feasible however it was determined that lands not in the ownership of Uisce Éireann would be required. These lands consisted of permanent wayleaves, temporary working areas. In this regard I refer to the Route Selection Report of Tobin Consulting Engineers dated September 2025.
11. The permanent wayleaves, temporary working areas and Rights of Ways are required for the Adare Rationalisation Project as it affects the private area (and to be included in the proposed Compulsory Purchase Order) are described in the schedules to the enclosed draft “Uisce Éireann Compulsory Purchase Order (Adare Rationalisation Project) 2025” and is depicted in the following proposed Compulsory Purchase Order Drawing:
 - UE/10051295/CPO/001
12. Attempts have been made, in the period from December 2024 to date, to acquire these permanent wayleaves, temporary working areas and Rights of Ways by agreement.
13. When it was determined that it would not be possible to acquire these permanent wayleaves, temporary working areas and Rights of Ways by agreement, it was decided to seek a Compulsory Purchase Order.
14. Engagement:

Uisce Éireann’s Land Agents, Avison Young, had multiple engagements with the landowners, their solicitors and other representatives by phone, email and in person.

Alternatives Considered

15. An outline of the alternatives includes:

- The purple route includes a total of 11.55km of watermain, 2.4km of this to be located in private land impacting five separate landowners, the remaining 9.15km of pipeline to be located within existing roadways, namely the N20, L8021, R519 and N21. The river crossing is proposed to be located parallel to the N20 on the western side of the bridge.
- The yellow route provides a more direct option between the start and end point of the pipeline with a total of 6.1km of watermain required to complete, 4.2km of this is proposed to be located within private land impacting 12 private landowners, the remaining 1.9km is proposed to be in existing roadways namely the L8011, R519 and the N21. The proposed river crossing for the yellow route would be in private lands north of the Castleroberts Bridge.
- The Blue route includes a total length of 10.2km of watermain located predominantly in public roadways namely the N20, L1420 and N21 and would be constructed through the Adare village. The river crossing would require wayleave acquisition is proposed to be located on the Eastern side of the bridge.

16. I am satisfied that all reasonable alternatives as outlined above and in the at Route Selection Report, complete by TOBIN Consulting Engineers dated September 2025 have been fully considered and are not demonstrably preferable to the chosen route. These chosen permanent wayleaves, temporary working areas and are necessary for the Project, are suitable for the purpose for which they are required.

Works are not in Contravention of the Provisions of the Statutory Development Plan

17. The proposed works do not materially contravene the Limerick County Development Plan 2021-2027.

Please refer to the CPO Planning Report of Tobin Consulting Engineers dated September 2025.

Planning Status

18. At this stage of the project, it has been determined that the project will be exempt from requiring planning permission.

Please refer to the CPO Planning Report of Tobin Consulting Engineers dated September 2025.

Engagement with Landowners/Lessees/Occupiers

19. Engagement with Landowners/Lessees/Occupiers (landowners) began on 10th of December 2024 and involved face to face meetings, emails, letters and phone calls.

20. Uisce Éireann's Landowner Liaison Officer (LLO) John Daly introduced the project in person and acted as the point of contact for the landowner for any queries related to the project (not related to compensation). Formal correspondence was also issued to the landowner as part of Uisce Éireann's engagement. The following letters were issued on the corresponding dates:

Introduction to Project – Issued on 17/12/2024

Introduction to Valuer – Issued on 08/01/2025

60 Day Letter – Issued on 20/05/2025

Regulatory Compliance

21. Having consulted with the Irish Water Asset Strategy Unit and taking into account all aspects of the Project I am satisfied that in developing the Project and in proposing this Compulsory Purchase Order full account has been taken of:

- Proper Planning and Sustainable Development
- Water Services Acts 2007-2013. These Acts set out the legislative context in which Uisce Éireann operates. Uisce Éireann's powers and objectives are set out under these Acts and the Project has been designed and will be implemented in line with these powers and objectives.
- The Uisce Éireann Water Services Strategic Plan. The Project advances and/or is consistent with the following objectives of the Plan - which provides for effective management of wastewater, protect and enhance the environment, and support social and economic growth:
 - Meet Customer Expectations;

- Ensure a Safe and Reliable Water Supply;
- Provide Effective Management of Wastewater;
- Protect and Enhance the Environment;
- Support Social and Economic Growth; and
- Invest in Our Future.

Conclusion

22. I am satisfied that all reasonable alternatives have been fully considered and these lands and rights over land are necessary for this scheme and suitable for the purpose for which they are required. I am also satisfied that Uisce Éireann requires to invoke the Compulsory Purchase Order procedure for the lands and rights over land required as it is unlikely that all of the foregoing could be required by agreement with the relevant Landowners with full title or otherwise in a timely fashion.
23. Accordingly, it is recommended that Uisce Éireann make the Uisce Éireann Compulsory Purchase (Adare Rationalisation Project) Order, 2025.

Dated this 25th day of October 2025

SIGNED:

William McKnight

William McKnight, Chartered Engineer

Documents Referred To In This Report

1. Overview Drawing of Scheme
2. Compulsory Purchase Order Drawing:
UE/10051295/CPO/001
3. Route Selection Report of Tobin Consulting Engineers dated September 2025
4. CPO Planning Report of Tobin Consulting Engineers dated September 2025

SCHEDULE

PART 1 – LAND ACQUISITION

Not Applicable

PART 2 – PERMANENT WAYLEAVE

Sub-Part A – Description of Wayleave

The right for the Company, its successors in title, assigns, tenants, servants or agents, contractors or other licensees:

- (i) to construct, lay, keep, operate, maintain, renew, repair and inspect water works as defined in the Water Services Act, 2007 and all associated pipelines and all other associated physical elements used for collection, storage or treatment of water and such other works, services, facilities and other things as are necessary or expedient in relation thereto or are ancillary thereto or form part of such water works, in, on or under the land specified in Sub-Part B below, together with the right,
- (ii) to enter with all necessary vehicles, plant and machinery upon the said land at all times for any of the said purposes.

Sub-Part B – Description of Land

Plot Number coloured yellow on the drawings deposited at	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners	Lessees or Reputed Lessees	Occupiers
		Area in Hectares	Location	Description of Property			
<p>Uisce Éireann Colvill House 24-26 Talbot Street Dublin 1</p> <p>And</p> <p>Limerick County Council Planning Office, Dooradoyle, Co. limerick</p>							
004	UE/10051295/CPO/0001	0.0657	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick	Unknown	Unknown

PART 3 – PERMANENT RIGHT OF WAY

Not Applicable

PART 4 – TEMPORARY WORKING AREA

Sub-Part A – Description of Rights

The temporary right for the Company, assigns, tenants, licensees, servants or agents, contractors and workmen in common with all others who have the like right to use the land specified in Sub-Part B below to enter with all necessary vehicles, plant and machinery upon the said lands and to use the land to pass and re-pass over same for the purpose of ingress and egress to and from the public road at all times, for all purposes of and by all means in connection with the use and occupation by the Company its successors in title, assigns, tenants, licensees, servants or agents, contractors and workmen in common with all others who have the like right of lands and rights over land acquired by it for the purposes of the Adare Rationalisation. Such rights include the right to do anything reasonably necessary for or ancillary or incidental to the construction of the structures and the water works as defined in the Water Services Act, 2007 to be laid, erected, or constructed on the lands described in Part 1 of this Schedule and the wayleaves described in Part 2 of this Schedule in, on, under or over the lands specified in Sub-Part B below.

Sub-Part B – Description of Lands

Plot Number coloured green on the drawings deposited at	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners	Lessees or Reputed Lessees	Occupiers
		Area in Hectares	Location	Description of Property			
<p>Uisce Éireann Colvill House 24-26 Talbot Street Dublin 1</p> <p>And</p> <p>Limerick County Council Planning Office, Dooradoyle, Co. limerick</p>							
005	UE/10051295/CPO/0001	0.047	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick	Unknown	Unknown
006	UE/10051295/CPO/0001	0.4139	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick	Unknown	Unknown

Appendix 5

**UISCE ÉIREANN COMPULSORY PURCHASE
(ADARE RATIONALISATION PROJECT) ORDER, 2025**

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 Uisce Éireann by section 7(1) of the Water Services (No 2) Act 2013. Consequently, Uisce Éireann 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, Uisce Éireann is responsible for the provision and development of water services, including the collection, treatment and discharge of Water

Submitted:

Engineers Report dated the **October 2025** from William McKnight connected with the Adare Rationalisation Project being carried out by Uisce Éireann who is carrying out the functions of a Water Services Authority for the purposes of the Water Services Act, 2007.

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 have a local population of approximately 2,341, and the local economy relies heavily on tourism generated by its heritage status, luxury hotels, world famous golf course, and its popularity as a wedding and conference venue. The population figure quoted above is therefore bolstered by tourism on a year-round basis. The town is served by the Adare Water Treatment Plant (WTP), where raw water is abstracted from the River Maigue and a local borehole, and undergoes 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 current 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. In May 2024, an Environmental Protection Agency Audit was completed at the plant, which raised serious concerns over the adequacy of treatment, and it was placed on the on the Remedial Action List. In addition to water quality concerns at the plant, the existing rising main to the reservoir is in very poor condition, with bursts occurring on average 6 – 8 times per year leading to an ever-increasing probability of significant interruptions to supply.

The objective of the project is to link the Adare Water Supply Zone with the Limerick City Supply Zone.

The Project scope includes the construction, pressure testing and commissioning of 9.1km of DN350 Ductile Iron trunkmain, associated road reinstatement, river crossing, connections at the Croom Rationalisation Pipeline and Adare Reservoir site and the installation of a secondary chlorination system at the Adare Reservoir site.

The project will deliver a safer and more reliable supply to the Adare Water Supply Zone, while also delivering a supply that will enable growth in the region into the future.

Confirmation:

Having considered the said report, I am satisfied that the lands, permanent wayleaves, rights of way, temporary construction rights and temporary working areas detailed in the Schedule attached to the said report are necessary implementation for the Adare Rationalisation Project.

In addition, the project has been included in Uisce Éireann's National Water Resource Plan and sufficient resources are available to finance the proposed acquisition of these lands, permanent wayleaves, rights of way, temporary construction rights and temporary working areas and the implementation of the Adare Rationalisation Project.

I am satisfied that all reasonable alternatives have been fully considered and that these lands, permanent wayleaves, rights of way, temporary construction rights and temporary working areas are necessary for the Adare Rationalisation Project and suitable for the purpose for which they are required. I am also satisfied that Uisce Éireann needs to invoke the Compulsory Purchase Order Procedure to acquire the lands, permanent wayleaves, rights of way, temporary construction rights and temporary working areas required as it is unlikely that all of same can be acquired by agreement with the relevant Landowners with full title or otherwise in a timely fashion. A routing report from Tobin Consulting Engineers Ltd has been prepared in this regard.

Having considered the said report, **I HEREBY CONFIRM** that the lands, permanent wayleaves, rights of way, temporary working areas and temporary construction rights as referred to above and detailed in the Schedule attached to the report and accompanying maps:

- (a) be acquired compulsorily by Uisce Éireann;
- (b) for the purposes of carrying out the Adare Rationalisation Project.;
- (c) for the purposes of performing its functions under the Water Services Act, 2007; and
- (d) in the interests of the community and for the other reasons outlined more fully in the report.

I am satisfied that all reasonable alternatives have been fully considered and that these lands, permanent wayleaves, rights of way, temporary construction rights and temporary working areas are necessary for the Adare Rationalisation Project and suitable for the purpose for which they are required. I am also satisfied that Uisce Éireann needs to invoke the Compulsory Purchase Order Procedure for the lands, wayleaves, rights of way, temporary working areas and temporary construction rights required as it is unlikely that all of same can be acquired by agreement with the relevant Landowners with full title or otherwise in a timely fashion and that adequate financial provision has been made by Uisce Éireann to finance the proposed acquisition of these lands, permanent wayleaves, rights of way, temporary construction rights and temporary working areas and for the implementation of the Adare Rationalisation Project.

Having reviewed a report from William McKnight I am satisfied that the proposed Compulsory Purchase Order is in order from a sustainable development perspective and is in the community interest and is required to assist Uisce Éireann in fulfilling its duties and functions under the Water Services Act, 2007. I am satisfied that the proposal is compliant with:

- The most recent Limerick County Development Plan 2022-2028;

- The most recent Planning Guidelines for the Planning Leaflet series at <https://www.limerick.ie/council/services/planning-and-placemaking/planning-information-advice/a-guide-to-planning>; and
- The Local Area Plans including Adare Local Area Plan 2024-2030

I am of the opinion that it would be appropriate to effect the acquisition under Section 76 and the Third Schedule of the Housing Act, 1966 as extended by Section 10 of the Local Government (2) Act, 1960 (as substituted by Section 86 of the Housing Act, 1966 and as amended by Section 6 and the Second Schedule of the Roads Act, 1993) and the Planning and Development Acts, 2000 – 2015 and as applied to Uisce Éireann by Section 93 of the Water Services Act, 2007, as amended.

I FURTHER CONFIRM that a Compulsory Purchase Order as aforesaid be prepared in the prescribed form and once prepared, I confirm that the seal of Uisce Éireann may be affixed to the said Order and maps referred to therein and be signed by me and countersigned by the Company Secretary of Uisce Éireann, that the necessary notices be served on the owners, reputed owners and occupiers and where necessary posted on the lands, that notice of the making of the Order be published as prescribed in the Limerick leader and that the Order and said maps are to be deposited for inspection in the prescribed manner at the following locations:

(i) Uisce Eireann, Colvill House, 24-26, Talbot Street, Dublin 1, from 9am to 5pm Monday to Friday

and

(ii) Limerick City and County Council (Dooradoyle Office), Dooradoyle Road, Dooradoyle, Limerick, from 9am to 5pm Monday to Friday

and that the Company Secretary is hereby assigned the duties of signing all notices connected with the said Compulsory Purchase Order on behalf of Uisce Éireann and that the Order be submitted to An Coimisiún Pleanála for confirmation,

Dated this 26 day of October 2025

SIGNED: _____

CEO, Uisce Éireann

Being the person duly authorised by the Board of Directors of Uisce Éireann to give this confirmation

Appendix 6

FORM OF COMPULSORY PURCHASE ORDER UNDER

The Water Services Acts, 2007 to 2013 (and, in particular, Section 7 of the Water Services (No. 2) Act, 2013 and Parts 2 and Sections 31 & 32 and Part 7 and Section 93 of the Water Services Act, 2007, as amended)

The Planning and Development Acts, 2000 to 2014 (and, in particular Part XIV and Sections 213 and 217 of the Planning and Development Act, 2000) Section 184(2) of the Local Government Act, 2001,

Section 10 of the Local Government (No. 2) Act, 1960 (as substituted by Section 86 of the Housing Act, 1966 and as amended by Section 6 and the Second Schedule of the Roads Act, 1993 and by Section 222 of the Planning and Development Act, 2000)

The Housing Act, 1966 (and in particular Part V, Sections 76 and 78 and the Third Schedule)

The Lands Clauses Acts

The Acquisition of Land (Assessment of Compensation) Act, 1919

AS RESPECTS ALL OR PART OF THE LAND TO WHICH THIS COMPULSORY PURCHASE ORDER RELATES

COMPULSORY ACQUISITION OF LAND

UISCE ÉIREANN COMPULSORY PURCHASE (ADARE RATIONALISATION) ORDER, 2025

WHEREAS UISCE ÉIREANN (hereinafter referred to as “the Company”) a Water Services Authority for the purposes of the Water Services Act, 2007, proposes for the purposes of the Water Services Acts, 2007 to 2013 and in exercise of its powers under Sections 32 and 93 of the Water Services Act, 2007 to acquire compulsorily the lands and rights over land hereinafter described.

AND WHEREAS the Company has taken full account of the aspects of public policy specified in Section 31 of the Water Services Act, 2007 and the provision of the said water services comprised in the Adare Rationalisation is not inconsistent with any of the public policy issues so specified.

AND WHEREAS the Company considers, within the meaning of Section 10 of the Local Government (No. 2) Act, 1960 as substituted by Section 86 of the Housing Act, 1966 and as amended, that it would be convenient to effect the acquisition under the Housing Act, 1966 and has decided so to effect the acquisition.

NOW THEREFORE it is hereby ordered that-

1. Subject to the provisions of this Order, the Company is **hereby authorised to compulsorily acquire, for the purposes of the Water Services Acts, 2007 to 2013 and of the Adare Rationalisation, -**
 - (a) **Permanently, the wayleaves** described in Sub-Part A of Part 2 of the Schedule hereto, over the lands described in Sub-Part B, of Part 2 of the Schedule hereto - which wayleaves are shown coloured **yellow** on the drawing marked "Uisce Éireann Compulsory Purchase (Adare Rationalisation) Order, 2025" and numbered UE/10051295/CPO/0001.
 - (b) **Temporarily, the rights** described in Sub-Part A of Part 4 of the Schedule hereto, over the lands described in Sub-Part B, of Part 4 of the Schedule hereto - which said lands are shown coloured **green** on the drawing marked "Uisce Éireann Compulsory Purchase (Adare Rationalisation) Order, 2025" and numbered UE/10051295/CPO/0001.

All of the said lands described in the Schedule hereto are situated in the County of Limerick.

All of which drawing are sealed with the seal of the Company and deposited at:

- (i) Uisce Éireann, Colvill House, 24-26 Talbot Street, Dublin 1 - Monday to Friday between 9:00-17:00hrs and
- (ii) Limerick County Council Planning Office, Dooradoyle, Co. Limerick - Monday to Friday between 9:00-17:00hrs.

2. The lands described in the Schedule hereto are lands other than land consisting of a house or houses unfit for human habitation and not capable of being rendered fit for human habitation at reasonable expenses.

3. Subject to any necessary adaptations, the provisions of -
 - (a) the Lands Clauses Acts (except Sections 127 to 132 of the Lands Clauses Consolidation Act, 1845 and Article 20 of the Second Schedule to the Housing of the Working Classes Act, 1890), and

 - (b) the Acquisition of Land (Assessment of Compensation) Act, 1919, as amended by the Acquisition of Land (Reference Committee) Act, 1925, the Property Values (Arbitrations and Appeals) Act, 1960 and the Local Government (Planning and Development) Act, 1963 (as applied by Section 265(3) of the Planning and Development Act, 2000, as amended),

as modified by the Third Schedule to the Housing Act, 1966 are hereby incorporated in this order and the provisions of those Acts shall apply accordingly.

4. This order may be cited as the Uisce Éireann Compulsory Purchase (Adare Rationalisation) Order, 2025.

SCHEDULE

PART 1 – LAND ACQUISITION

Not Applicable

PART 2 – PERMANENT WAYLEAVE

Sub-Part A – Description of Wayleave

The right for the Company, its successors in title, assigns, tenants, servants or agents, contractors or other licensees:

- (i) to construct, lay, keep, operate, maintain, renew, repair and inspect water works as defined in the Water Services Act, 2007 and all associated pipelines and all other associated physical elements used for collection, storage or treatment of water and such other works, services, facilities and other things as are necessary or expedient in relation thereto or are ancillary thereto or form part of such water works, in, on or under the land specified in Sub-Part B below, together with the right,
- (ii) to enter with all necessary vehicles, plant and machinery upon the said land at all times for any of the said purposes.

Sub-Part B – Description of Land

Plot Number coloured yellow on the drawings deposited at	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners	Lessees or Reputed Lessees	Occupiers
		Area in Hectares	Location	Description of Property			
<p>Uisce Éireann Colvill House 24-26 Talbot Street Dublin 1</p> <p>And</p> <p>Limerick County Council Planning Office, Dooradoyle, Co. limerick</p>							
004	UE/10051295/CPO/0001	0.0657	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick	Unknown	Unknown

PART 3 – PERMANENT RIGHT OF WAY

Not Applicable

PART 4 – TEMPORARY WORKING AREA

Sub-Part A – Description of Rights

The temporary right for the Company, assigns, tenants, licensees, servants or agents, contractors and workmen in common with all others who have the like right to use the land specified in Sub-Part B below to enter with all necessary vehicles, plant and machinery upon the said lands and to use the land to pass and re-pass over same for the purpose of ingress and egress to and from the public road at all times, for all purposes of and by all means in connection with the use and occupation by the Company its successors in title, assigns, tenants, licensees, servants or agents, contractors and workmen in common with all others who have the like right of lands and rights over land acquired by it for the purposes of the Adare Rationalisation. Such rights include the right to do anything reasonably necessary for or ancillary or incidental to the construction of the structures and the water works as defined in the Water Services Act, 2007 to be laid, erected, or constructed on the lands described in Part 1 of this Schedule and the wayleaves described in Part 2 of this Schedule in, on, under or over the lands specified in Sub-Part B below.

Sub-Part B – Description of Lands

Plot Number coloured green on the drawings deposited at	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners	Lessees or Reputed Lessees	Occupiers
		Area in Hectares	Location	Description of Property			
<p>Uisce Éireann Colvill House 24-26 Talbot Street Dublin 1</p> <p>And</p> <p>Limerick County Council Planning Office, Dooradoyle, Co. Limerick</p>							
005	UE/10051295/CPO/0001	0.047	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick	Unknown	Unknown

Plot Number coloured green on the drawings deposited at	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners	Lessees or Reputed Lessees	Occupiers
		Area in Hectares	Location	Description of Property			
<p>Uisce Éireann Colvill House 24-26 Talbot Street Dublin 1</p> <p>And</p> <p>Limerick County Council Planning Office, Dooradoyle, Co. limerick</p>							
006	UE/10051295/CPO/0001	0.4139	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick	Unknown	Unknown

Given under the common seal of **UISCE ÉIREANN**

and delivered as a Deed:-



Director/Authorised Signatory



Director/Secretary/Authorised Signatory

Dated this 31 day of October 2025

Appendix 7

Houlihans Machinery Services Ltd of Kilmacow,
c/o Ned Houlihan,
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

11th of November 2025

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

Re: Uisce Éireann Compulsory Purchase (Adare Rationalisation) Order, 2025

Dear Mr Houlihan,

I refer to the above and send you by way of service copies of the following –

1. Form of Notice in relation to the making of the Compulsory Acquisition Order;
2. Drawing(s) outlining the affected land plot(s) concerning you;
3. Copy of Uisce Éireann Compulsory Purchase (Adare Rationalisation) Order, 2025.

Should you have any queries in relation to the enclosed documentation or require a copy of the CPO drawings on display at the stated locations within the attached 'Compulsory Purchase Order', please contact:

Land & Wayleaves Team at wayleave@water.ie or by post to Land and Wayleave, Colvill House, 24-26 Talbot Street, Dublin 1.

Yours sincerely,



Land & Wayleave Team

FORM OF COMPULSORY PURCHASE ORDER UNDER

The Water Services Acts, 2007 to 2013 (and, in particular, Section 7 of the Water Services (No. 2) Act, 2013 and Parts 2 and Sections 31 & 32 and Part 7 and Section 93 of the Water Services Act, 2007, as amended)

The Planning and Development Acts, 2000 to 2014 (and, in particular Part XIV and Sections 213 and 217 of the Planning and Development Act, 2000)

Section 184(2) of the Local Government Act, 2001,

Section 10 of the Local Government (No. 2) Act, 1960 (as substituted by Section 86 of the Housing Act, 1966 and as amended by Section 6 and the Second Schedule of the Roads Act, 1993 and by Section 222 of the Planning and Development Act, 2000)

**The Housing Act, 1966 (and in particular Part V, Sections 76 and 78 and the Third Schedule)
The Lands Clauses Acts**

The Acquisition of Land (Assessment of Compensation) Act, 1919

**AS RESPECTS ALL OR PART OF THE LAND TO WHICH THIS COMPULSORY PURCHASE ORDER
RELATES
COMPULSORY ACQUISITION OF LAND**

Uisce Éireann Compulsory Purchase (ADARE RATIONALISATION) ORDER, 2025

To: Houlihans Machinery Services Ltd
Of Kilmacow
C/O Ned Houlihan,
Kilfinny,
Adare,
Co.Limerick

1. **WHEREAS UISCÉ ÉIREANN** (hereinafter referred to as “the Company”) a Water Services Authority for the purposes of the Water Services Act, 2007, proposes for the purposes of the Water Services Acts, 2007 to 2013 and in exercise of its powers under Sections 32 and 93 of the Water Services Act, 2007 to acquire compulsorily the lands and rights over land hereinafter described and has made an Order entitled as above which is about to be submitted to An Coimisiún Pleanála (hereinafter “*the Coimisiún*”) for confirmation.
2. If confirmed, the Order will authorise the Company to compulsorily acquire for the purposes of the Water Services Acts, 2007 to 2013 and of the Adare Rationalisation:
 - (a) Permanently, the wayleave described in Sub-Part A of Part 2 of the Schedule hereto, over the lands described in Sub-Part B of Part 2 of the Schedule hereto - which wayleave is shown coloured **yellow** on the drawing marked “Uisce Éireann Compulsory Purchase (Adare Rationalisation) Order, 2025” and numbered UE/10051295/CPO/0001, which lands are situated in the County of Limerick.
 - (b) Temporarily the rights described in Sub-Part A of Part 4 of the Schedule hereto over the lands described in Sub-Part B of Part 4 of the Schedule hereto for the purpose of carrying out the construction, works, services, structures as defined in the Water Services Act, 2007, facilities and other things as are necessary or expedient in relation to or are ancillary thereto or form part of such construction on the lands described in paragraph (a) above, which lands are shown coloured **green** on the drawing marked “Uisce Éireann Compulsory Purchase (Adare Rationalisation) Order, 2025” and numbered UE/10051295/CPO/0001, which lands are situated in the County of Limerick.
3. A copy of the Order and of the drawings referred to in it may be seen at the following locations:

- (i) Uisce Éireann, Colvill House, 24-26 Talbot Street, Dublin 1 - Monday to Friday between 9:00-17:00hrs and
- (ii) Limerick County Council Planning Office, Dooradoyle, Co. limerick - Monday to Friday between 9:00-17:00hrs.

4. The Housing Act, 1966, as amended, provides that if an objection is made with respect to the proposed compulsory acquisition of land, the land in respect of which an objection is duly made by any of the persons upon whom notices of the making of the Order are required to be served, shall not be acquired compulsorily unless the Coimisiún makes an order to confirm the Compulsory Purchase Order, unless: -

- (a) the objection is withdrawn, or
- (b) The Coimisiún is satisfied that the objection relates exclusively to matters which can be dealt with by the Arbitrator by whom the compensation may have to be assessed.

Prior to a decision on confirmation or otherwise of a Compulsory Purchase Order, the Coimisiún may at its absolute discretion, hold an oral hearing in relation to the matter.

5. Any objection to the Order must state in writing the grounds of objection and be sent addressed to An Coimisiún Pleanála at 64 Marlborough Street, Dublin 1 so as to reach the said Coimisiún on or before the 15th day of December 2025.

6. The Coimisiún, if it thinks fit, may in one or more stages annul the Compulsory Purchase Order or confirm the Order, with or without modification.

7. If no objection is received to the proposed compulsory acquisition of land or right over land, the objection is withdrawn or the Coimisiún is satisfied that the objection relates exclusively to matters which can be dealt with by the Arbitrator by whom the compensation may have to be assessed, the Coimisiún shall inform the Company, which may then confirm the Order with or without modification, or refuse to so confirm it.

8. If the land or right over land to which the Order, as confirmed by either the Coimisiún or the Company, relates is acquired by the Company, compensation for the land will be assessed in respect of the acquisition as the value of the land at the date that the relevant Notice to Treat is served.

9. In the opinion of the Company, no part of the land in which you have an interest consists of a house or houses which is/are unfit for human habitation and not capable of being rendered fit for human habitation at reasonable expense. If the land or right over land to which the Order relates is acquired by the Company, compensation will be assessed in accordance with Part 11 of the Fourth Schedule to the Housing Act, 1966, and the provisions of the Acquisition of Land (Assessment of Compensation) Act, 1919 as amended by the Acquisition of Land (Reference Committee) Act, 1925, the Property Values (Arbitrations and Appeals) Act, 1960, and the Local Government (Planning and Development) Act, 1963 (as applied by section 265 (3) of the Planning and Development Act, 2000), subject to the modifications contained in the Third Schedule to the Housing Act, 1966.

10. Any dispute in relation to compensation shall be referred to and determined by a Property Arbitrator appointed under the Property Values (Arbitrations and appeals) Act, 1960.

11. A claimant for compensation may at any time after the expiration of fourteen days from the date on which the relevant Notice to Treat is served, send to the Secretary, the Land Values Reference Committee, C/o High Court, Four Courts, Dublin 7 an application in writing for the

nomination of a property arbitrator for the purpose of determining the compensation to be paid. The application should be made in accordance with the Property Values (Arbitrations and Appeals) Rules, 1961 (S.I. No. 91 of 1961).

SCHEDULE

PART 1 – LAND ACQUISITION

Not Applicable

PART 2 – PERMANENT WAYLEAVE

Sub-Part A – Description of Wayleave

The right for the Company, its successors in title, assigns, tenants, servants or agents, contractors or other licensees:

- (i) to construct, lay, keep, operate, maintain, renew, repair and inspect water works as defined in the Water Services Act, 2007 and all associated pipelines and all other associated physical elements used for collection, storage or treatment of water and such other works, services, facilities and other things as are necessary or expedient in relation thereto or are ancillary thereto or form part of such water works, in, on or under the land specified in Sub-Part B below, together with the right,
- (ii) to enter with all necessary vehicles, plant and machinery upon the said land at all times for any of the said purposes.

Sub-Part B – Description of Land

Plot Number coloured yellow on the drawings deposited at	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners	Lessees or Reputed Lessees	Occupiers
		Area in Hectares	Location	Description of Property			
Uisce Éireann Colvill House 24-26 Talbot Street Dublin 1 And Limerick County Council Planning Office, Dooradoyle, Co. limerick							
004	UE/10051295/CPO/0001	0.0657	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick	Unknown	Unknown

PART 3 – PERMANENT RIGHT OF WAY

Not Applicable

PART 4 – TEMPORARY WORKING AREA

Sub-Part A – Description of Rights

The temporary right for the Company, assigns, tenants, licensees, servants or agents, contractors and workmen in common with all others who have the like right to use the land specified in Sub-Part B below to enter with all necessary vehicles, plant and machinery upon the said lands and to use the land to pass and re-pass over same for the purpose of ingress and egress to and from the public road at all times, for all purposes of and by all means in connection with the use and occupation by the Company its successors in title, assigns, tenants, licensees, servants or agents, contractors and workmen in common with all others who have the like right of lands and rights over land acquired

by it for the purposes of the Adare Rationalisation. Such rights include the right to do anything reasonably necessary for or ancillary or incidental to the construction of the structures and the water works as defined in the Water Services Act, 2007 to be laid, erected, or constructed on the lands described in Part 1 of this Schedule and the wayleaves described in Part 2 of this Schedule in, on, under or over the lands specified in Sub-Part B below.

Sub-Part B – Description of Lands

Plot Number coloured green on the drawings deposited at	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners	Lessees or Reputed Lessees	Occupiers
		Area in Hectares	Location	Description of Property			
Uisce Éireann Colvill House 24-26 Talbot Street Dublin 1 And Limerick County Council Planning Office, Dooradoyle, Co. limerick							
005	UE/10051295/CPO/0001	0.047	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick	Unknown	Unknown

Plot Number coloured green on the drawings deposited at	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed	Lessees or Reputed	Occupiers
		Area in Hectares	Location	Description of Property	Owners	Lessees	
<p>Uisce Éireann Colvill House 24-26 Talbot Street Dublin 1</p> <p>And</p> <p>Limerick County Council Planning Office, Dooradoyle, Co. limerick</p>							
006	UE/10051295/CPO/0001	0.4139	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick	Unknown	Unknown

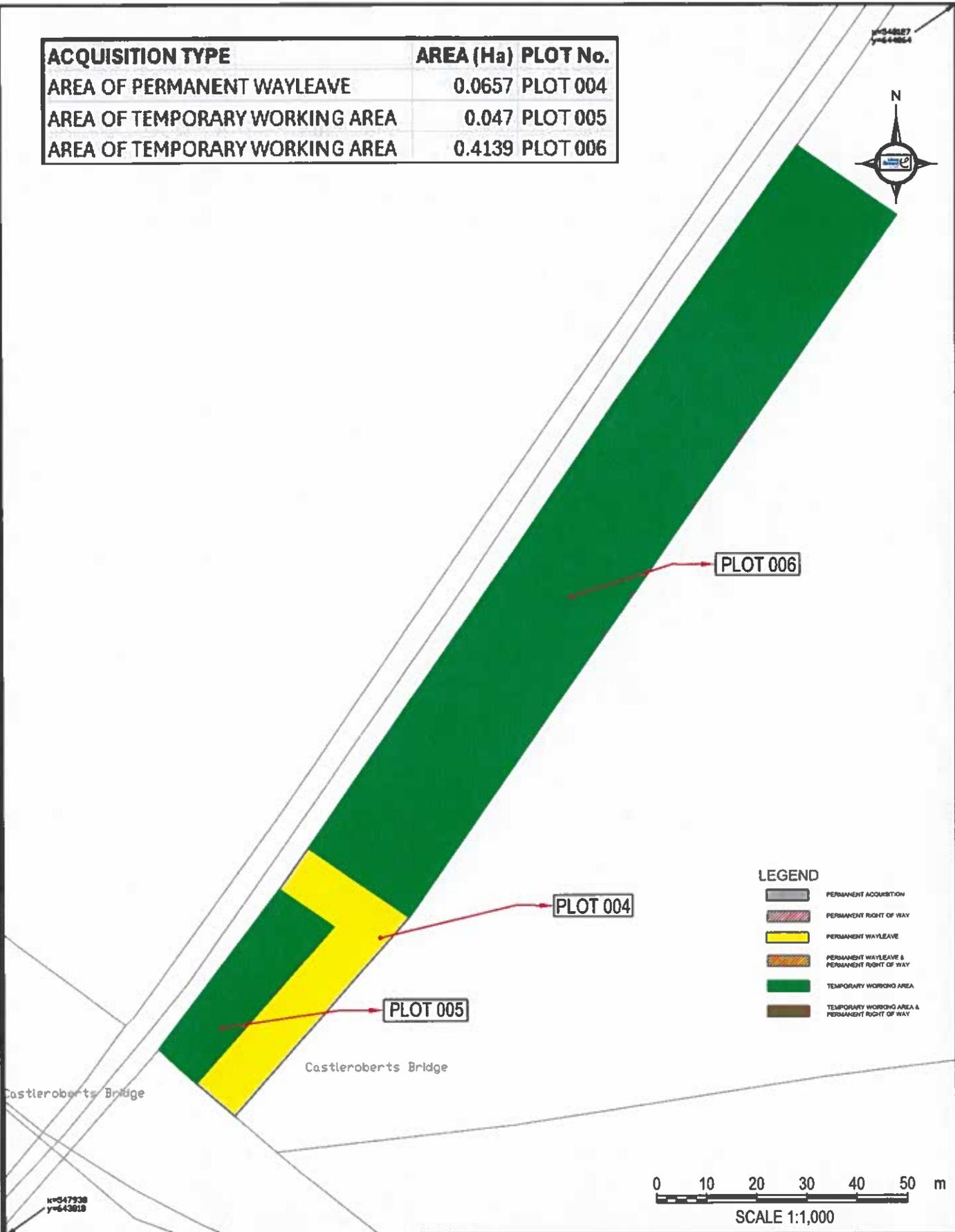
Dated this 11 day of November 2025

Signed: 

Richard O'Sullivan
Company Secretary
Uisce Éireann
Colvill House
24-26 Talbot Street
Dublin 1

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

x=54827
y=64864



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



WAYLEAVE DETAILS
 Pipe Dia./Details: 450mm/HDPE
 Width of Wayleave (Yellow): 10m Max.
 Length of Wayleave (Yellow): 65m
 Temporary Working Strip (Green)

LAND ACQUISITION & WAYLEAVE
 LAND OWNER OR REPUTED LAND OWNER
 HOULIHANS MACHINERY SERVICES LIMITED of KILMACOW
 Killyfinny, Adare, Co. Limerick

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

DRAWING No.	REV
UE/10051295/CWL/0002	4
O.S. REF 4986	SCALE 1:1000@A4
	DATE 26/06/25
DRG. BY IC	CHK BY RG

FORM OF COMPULSORY PURCHASE ORDER UNDER

The Water Services Acts, 2007 to 2013 (and, in particular, Section 7 of the Water Services (No. 2) Act, 2013 and I

Section 93 of the Water Services Act, 2007, as amended)

The Planning and Development Acts, 2000 to 2014 (and, in particular Part XIV and Sections 213 and 217 of th

Section 184(2) of the Local Government Act, 2001,

Section 10 of the Local Government (No. 2) Act, 1960 (as substituted by Section 86 of the Housing Act, 1966 and

Schedule of the Roads Act, 1993 and by Section 222 of the Planning and Developm

The Housing Act, 1966 (and in particular Part V, Sections 76 and 78 and the Thir

The Lands Clauses Acts

The Acquisition of Land (Assessment of Compensation) Act, 1919

AS RESPECTS ALL OR PART OF THE LAND TO WHICH THIS COMPULSORY PURCHASE C

COMPULSORY ACQUISITION OF LAND

UISCE ÉIREANN COMPULSORY PURCHASE (ADARE RATIONALISATON) ORDER

WHEREAS UISCE ÉIREANN (hereinafter referred to as “the Company”) a Water Services Authority for the purpose for the purposes of the Water Services Acts, 2007 to 2013 and in exercise of its powers under Sections 32 and 93 compulsorily the lands and rights over land hereinafter described.

AND WHEREAS the Company has taken full account of the aspects of public policy specified in Section 31 of the W the said water services comprised in the Adare Rationalisation is not inconsistent with any of the public policy issue

AND WHEREAS the Company considers, within the meaning of Section 10 of the Local Government (No. 2) Act, 1966 and as amended, that it would be convenient to effect the acquisition under the Housing Act, 1966 and h

NOW THEREFORE it is hereby ordered that-

1. Subject to the provisions of this Order, the Company is **hereby authorised to compulsorily acquire, for the to 2013 and of the Adare Rationalisation, -**

- (a) **Permanently, the wayleaves** described in Sub-Part A of Part 2 of the Schedule hereto, over the la Schedule hereto - which wayleaves are shown coloured **yellow** on the drawing marked "U Rationalisation) Order, 2025" and numbered UE/10051295/CPO/0001.
- (b) **Temporarily, the rights** described in Sub-Part A of Part 4 of the Schedule hereto, over the lands desc hereto - which said lands are shown coloured **green** on the drawing marked "Uisce Éireann Compul 2025" and numbered UE/10051295/CPO/0001.

All of the said lands described in the Schedule hereto are situated in the County of Limerick.

All of which drawing are sealed with the seal of the Company and deposited at:

- (i) Uisce Éireann, Colvill House, 24-26 Talbot Street, Dublin 1 - Monday to Friday between 9:00 and 5:00
- (ii) Limerick County Council Planning Office, Dooradoyle, Co. limerick - Monday to Friday betw

SCHEDULE

PART 1 – LAND ACQUISITION

Not Applicable

PART 2 – PERMANENT WAYLEAVE

Sub-Part A – Description of Wayleave

The right for the Company, its successors in title, assigns, tenants, servants or agents, contractors or other licensee

- (i) to construct, lay, keep, operate, maintain, renew, repair and inspect water works as defined in the Water S and all other associated physical elements used for collection, storage or treatment of water and such oth as are necessary or expedient in relation thereto or are ancillary thereto or form part of such water works, B below, together with the right,
- (ii) to enter with all necessary vehicles, plant and machinery upon the said land at all times for any of the said

Sub-Part B – Description of Land

Plot Number coloured yellow on the drawings deposited at	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners
		Area in Hectares	Location	Description of Property	
<p>Uisce Éireann Colvill House 24-26 Talbot Street Dublin 1</p> <p>And</p> <p>Limerick County Council Planning Office, Dooradoyle, Co. limerick</p>					
004	UE/10051295/CPO/0001	0.0657	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick

PART 3 – PERMANENT RIGHT OF WAY

Not Applicable

PART 4 – TEMPORARY WORKING AREA

Sub-Part A – Description of Rights

The temporary right for the Company, assigns, tenants, licensees, servants or agents, contractors and workmen in right to use the land specified in Sub-Part B below to enter with all necessary vehicles, plant and machinery upon the re-pass over same for the purpose of ingress and egress to and from the public road at all times, for all purposes of use and occupation by the Company its successors in title, assigns, tenants, licensees, servants or agents, contractors and workmen have the like right of lands and rights over land acquired by it for the purposes of the Adare Rationalisation. Such right includes the right necessary for or ancillary or incidental to the construction of the structures and the water works as defined in the Schedule or constructed on the lands described in Part 1 of this Schedule and the wayleaves described in Part 2 of this Schedule in Sub-Part B below.

Sub-Part B – Description of Lands

Plot Number coloured green on the drawings deposited at	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners
		Area in Hectares	Location	Description of Property	
<p>Uisce Éireann Colvill House 24-26 Talbot Street Dublin 1</p> <p>And</p> <p>Limerick County Council Planning Office, Dooradoyle, Co. limerick</p>					
005	UE/10051295/CPO/0001	0.047	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick

Plot Number coloured green on the drawings deposited at	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners
		Area in Hectares	Location	Description of Property	
<p>Uisce Éireann Colvill House 24-26 Talbot Street Dublin 1</p> <p>And</p> <p>Limerick County Council Planning Office, Dooradoyle, Co. Limerick</p>					
006	UE/10051295/CPO/0001	0.4139	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Sevices Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co.Limerick

Given under the common seal of **UISCE ÉIREANN**

and delivered as a Deed:-



Director/Authorised Signatory



Director/Secretary/Authorised Signatory

Dated this 31 day of October 2025

Appendix 8

NOTICE OF A COMPULSORY PURCHASE ORDER UNDER

The Water Services Acts, 2007 to 2013 (and, in particular, Section 7 of the Water Services (No. 2) Act, 2013 and Parts 2 and Sections 31 & 32 and Part 7 and Section 93 of the Water Services Act, 2007, as amended). The Planning and Development Acts, 2000 to 2014 (and, in particular Part XIV and Sections 213 and 217 of the Planning and Development Act, 2000). Section 184(2) of the Local Government Act, 2001, Section 10 of the Local Government (No. 2) Act, 1960 (as substituted by Section 86 of the Housing Act, 1966 and as amended by Section 6 and the Second Schedule of the Roads Act, 1993 and by Section 222 of the Planning and Development Act, 2000). The Housing Act, 1966 (and in particular Part V, Sections 76 and 78 and the Third Schedule). The Lands Clauses Acts. The Acquisition of Land (Assessment of Compensation) Act, 1919

AS RESPECTS ALL OR PART OF THE LAND TO WHICH THIS COMPULSORY PURCHASE ORDER RELATES

TO BE PUBLISHED IN ACCORDANCE WITH ARTICLE 4(a) OF THE THIRD SCHEDULE TO THE HOUSING ACT, 1966, AS AMENDED BY THE PLANNING AND DEVELOPMENT ACTS, 2000 – 2014.

COMPULSORY ACQUISITION OF LAND UISCE ÉIREANN COMPULSORY PURCHASE (ADARE RATIONALISATION) ORDER, 2025

- WHEREAS UISCE ÉIREANN (hereinafter referred to as "the Company") a Water Services Authority for the purposes of the Water Services Act, 2007, proposes for the purposes of the Water Services Acts, 2007 to 2013 and in exercise of its powers under Sections 32 and 93 of the Water Services Act, 2007 to acquire compulsorily the lands and rights over land hereinafter described and has made an order entitled as above which is about to be submitted to An Coimisiún Pleanála (hereinafter referred to as "the Coimisiún") for confirmation. If confirmed, the order will authorise the Company to acquire compulsorily:
 - Permanently, the wayleaves** described in Sub-Part A of Part 2 of the Schedule hereto, over the lands described in Sub-Part B, of Part 2 of the Schedule hereto - which wayleaves are shown **coloured yellow** on the drawing marked "Uisce Éireann Compulsory Purchase (Adare Rationalisation) Order, 2025" and numbered UE/10051295/CPO/0001.
 - Temporarily, the rights** described in Sub-Part A of Part 4 of the Schedule hereto, over the lands described in Sub-Part B, of Part 4 of the Schedule hereto - which said lands are shown **coloured green** on the drawing marked "Uisce Éireann Compulsory Purchase (Adare Rationalisation) Order, 2025" and numbered UE/10051295/CPO/0001.

All of the said lands described in the Schedule hereto are situated in the County of Limerick.
- Owners, lessees and occupiers of the lands described in the Schedule hereto will receive individual written notice.
- The Coimisiún cannot confirm a Compulsory Purchase Order in respect of the lands if an objection is made in respect of the acquisition by an owner, lessee or occupier of the lands, and not withdrawn, until it has caused to be held an Oral Hearing into the matter and until it has considered the objection and the report of the person who held the Oral Hearing. However, regard should be had to the provisions of Section 218 of the Planning and Development Act, 2000, as amended which provides that where as a result of the transfer of functions under Section 214, 215, 215A, 215B or 215C of the Planning and Development Act, 2000, as amended, the Coimisiún would otherwise be required to hold a local enquiry, public local enquiry or oral hearing, that requirement shall not apply to the Coimisiún but the Coimisiún may, at its absolute discretion, hold an Oral Hearing in relation to the matter, the subject of the function transferred.
- A copy of the Order and the deposited drawings referred to in it may be seen at the following locations:-
 - Uisce Éireann, Colvill House, 24-26 Talbot Street, Dublin 1 - Monday to Friday between 9:00-17:00hrs and
 - Limerick County Council Planning Office, Dooradoyle, Co. Limerick - Monday to Friday between 9:00-17:00hrs.

All of which drawings are sealed with the seal of the Company.

SCHEDULE PART 1 – LAND ACQUISITION

Not Applicable

PART 2 – PERMANENT WAYLEAVE

Sub-Part A – Description of Wayleave

The right for the Company, its successors in title, assigns, tenants, servants or agents, contractors or other licensees:

- to construct, lay, keep, operate, maintain, renew, repair and inspect water works as defined in the Water Services Act, 2007 and all associated pipelines and all other associated physical elements used for collection, storage or treatment of water and such other works, services, facilities and other things as are necessary or expedient in relation thereto or are ancillary thereto or form part of such water works, in, on or under the land specified in Sub-Part B below, together with the right,
- to enter with all necessary vehicles, plant and machinery upon the said land at all times for any of the said purposes.

Sub-Part B – Description of Land

Plot Number coloured yellow on the drawings deposited at Uisce Éireann, Colvill House, 24-26 Talbot Street, Dublin 1 and Limerick County Council Planning Office, Dooradoyle, Co. Limerick	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners	Lessees or Reputed Lessees	Occupiers
		Area in Hectares	Location	Description of Property			
004	UE/10051295/CPO/0001	0.0657	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Services Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co. Limerick	Unknown	Unknown

PART 3 – PERMANENT RIGHT OF WAY

Not Applicable

PART 4 – TEMPORARY WORKING AREA

Sub-Part A – Description of Rights

The temporary right for the Company, assigns, tenants, licensees, servants or agents, contractors and workmen in common with all others who have the like right to use the land specified in Sub-Part B below to enter with all necessary vehicles, plant and machinery upon the said lands and to use the land to pass and re-pass over same for the purpose of ingress and egress to and from the public road at all times, for all purposes of and by all means in connection with the use and occupation by the Company its successors in title, assigns, tenants, licensees, servants or agents, contractors and workmen in common with all others who have the like right of lands and rights over land acquired by it for the purposes of the Adare Rationalisation. Such rights include the right to do anything reasonably necessary for or ancillary or incidental to the construction of the structures and the water works as defined in the Water Services Act, 2007 to be laid, erected, or constructed on the lands described in Part 1 of this Schedule and the wayleaves described in Part 2 of this Schedule in, on, under or over the lands specified in Sub-Part B below.

Sub-Part B – Description of Lands

Plot Number coloured green on the drawings deposited at Uisce Éireann, Colvill House, 24-26 Talbot Street, Dublin 1 and Limerick County Council Planning Office, Dooradoyle, Co. Limerick	DRAWING No.	Quantity, Situation and Description of the Land			Owners or Reputed Owners	Lessees or Reputed Lessees	Occupiers
		Area in Hectares	Location	Description of Property			
005	UE/10051295/CPO/0001	0.047	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Services Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co. Limerick	Unknown	Unknown
006	UE/10051295/CPO/0001	0.4139	Castleroberts, Adare, Co Limerick	Agriculture	Houlihans Machinery Services Ltd of Kilmacow C/O Ned Houlihan, Kilfinny, Adare, Co. Limerick	Unknown	Unknown

Appendix 9

an post

Payment method Meter post Postage stamps cash Fee paid

Customer's name and address

Date
1 1 1 1 2 5
D D M M Y Y

Customer account number

Item number	Enter below the name and address shown on each item	Declared value	Additional insurance value	Weight KG must be entered	Amount paid
RL 0408 8779 6IE	Hartigan's Machinery Services Ltd of Kilkenny c/o Ned Hartigan, Kilfinny, A DARE, County Limerick.	€	€		€
RL 0408 8780 5IE	Peter Fee, Limerick City & Council, Doona Doyle Road, Doona Doyle, Co. Limerick, V94 WV78.	€	€		€
		€	€		€
		€	€		€
		€	€		€
		€	€		€
		€	€		€
		€	€		€
		€	€		€
		€	€		€
		€	€		€
		€	€		€

icer

Time

Appendix 10

Appendix 11

Appendix 12