

**ORDER**

**Entitled**

**GAS ACT, 1976, AS AMENDED  
GAS TO BORD NA MONA, EDENDERRY  
ACQUISITION ORDER, 2026**

An Coimisiún Pleanála, in exercise of the powers conferred on it by section 32 of the Gas Act, 1976 (No. 30 of 1976), as amended and section 215A of the Planning and Development Act 2000 as amended, after consideration of an Application entitled "Gas Act, 1976, as amended, Gas to Bord na Móna, Edenderry by Gas Networks Ireland for an Acquisition Order within the meaning of that Act, and having in accordance with Article 9 of the Second Schedule to that Act confirmed the deviation limits shown on the documentation which accompanied the Application, and after consultation with Commissioners for Public Works in Ireland and the Minister for Agriculture, Food and the Marine, the Minister for Rural and Community Development and the Gaeltacht, being of the opinion that the Application should be granted, order as follows:

1. This Order may be cited as the Gas Act, 1976, as amended, Gas to Bord na Móna, Edenderry, Acquisition Order, 2026.
2. In this Order:
  - (1) "Act" means the Gas Act, 1976 (No. 30 of 1976) as amended;
  - (2) "Applicant" means Gas Networks Ireland;
  - (3) "owner" means an owner of the relevant lands;
  - (4) "pipeline" means the pipeline constructed or intended to be constructed pursuant to the Act on the relevant lands and includes any other works constructed in, on or over the relevant lands pursuant to this Order;
  - (5) "relevant lands" has the meaning assigned to it by Article 3(1) of this Order;
  - (6) "relevant acquisition land" has the meaning assigned to it by Article 3(3) of this Order;
  - (7) "relevant permanent servient tenement" has the meaning assigned to it by Article 3(4) of this Order;

- (8) The singular of any word in these definitions or elsewhere in this Order includes the plural and the masculine gender includes the feminine and neuter genders.
3. (1) The right described in paragraph (2) of this Article over the lands described in Part 1 of the First Schedule to this Order (in this Order referred to as “the relevant lands”) is hereby granted to the Applicant.
- (2) The right referred to in paragraph (1) of this Article is the right, subject to the restrictions on provisions contained in paragraph (6) of this Article to use the relevant lands for the construction, operation and maintenance thereon, therein or thereunder of a pipeline 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 construction, operation or maintenance.
- (3) The land described in Part 2 of the First Schedule to this Order (in this Order referred to “the relevant acquisition land”) is hereby vested in the Applicant in Fee Simple.
- (4) The right described in paragraph (5) of this Article over the lands described in Part 3 of the First Schedule to this Order (in this Order referred to as “the relevant permanent servient tenement”) is hereby granted to the Applicant.
- (5) The right referred to in paragraph (4) of this Article is the right for the Applicant, its successors in title, assigns, tenants, licensees, servants or agents, contractors and workmen, to enter upon and to pass and re-pass over the relevant permanent servient tenement with or without vehicles, plant and machinery, 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 Applicant, its successors in title, assigns, tenants, licensees, servants or agents, contractors and workmen of the lands (including rights over land) described in Part 1 and Part 2 of the First Schedule to this Order. Such right shall include the right to construct, lay, repair and to maintain a suitable roadway and works ancillary thereto, over the relevant permanent servient tenement together with the right to do anything reasonably necessary or desirable for or ancillary or

incidental to the construction, laying, repair and maintenance of the said roadway.

- (6) (a) In exercising the rights hereby granted, the Applicant shall take all reasonable precautions or other measures to avoid:
  - (i) on the part of the Applicant, the obstruction of or interference with the user of the relevant lands or the user of the relevant permanent servient tenement by the owner, his or their servants or agents,
  - (ii) unnecessary damage or injury to the relevant lands or to the relevant permanent servient tenement by the Applicant, its servants or agents.
- (b) The Applicant shall:
  - (i) make good any damage or injury caused, either directly or indirectly, by the exercise of the rights hereby granted, to any structure, drain or other thing which is the property of the owner,
  - (ii) insofar as it is reasonably practicable to do so, and as soon as may be, make good any damage or injury to the relevant lands or the relevant permanent servient tenement caused by the exercise of the rights hereby granted.
- (c) For so long as the pipeline constructed pursuant to the rights hereby granted, or any part of the said pipeline, is used, the Applicant shall keep the same in proper repair, order and condition.
- (d) If and when such pipeline or any such part ceases to be used by the Applicant, the Applicant shall:

- (i) give notice in writing thereof to the person who for the time being is an owner of the relevant lands,
  - (ii) take all such precautions and other measures, if any, as shall be required to ensure that such pipeline or part is rendered permanently safe, and
  - (iii) as soon as may be after the requirements of subparagraph (ii) of this paragraph have been complied with by the Applicant, transfer to the person who for the time being is an owner of the relevant lands the right hereby granted to the Applicant.
- (e) The Applicant shall pay all rates and taxes which may be imposed in respect of the pipeline or the rights over land hereby granted and any rate, tax or insurance premiums payable by an owner by reason of the pipeline being in, on or under the relevant lands.
- (f) The Applicant shall indemnify and keep indemnified the owner, his servants, agents, licensees and invitees against injury, loss or damage which-
- (i) is directly or indirectly attributable to the construction, operation, maintenance, repair or removal of the pipeline or any part thereof, and
  - (ii) is not the result of-
    - (I) a malicious or reckless act or a reckless omission on the part of the owner or, if he is not the owner, the person suffering the injury, loss or damage, or
    - (II) a failure to comply with a provision specified in Article 4 (1) of this Order,

and in addition to the foregoing, the Applicant shall indemnify and keep indemnified the owner and his servants, agents licensees and invitees against any liability for any such injury, loss or damage suffered by a person other than the persons aforesaid, not being an injury or loss or damage which is the result of a malicious or reckless act or a reckless omission on the part of the person against whom the relevant proceedings are brought (or against or of whom a claim or demand is made): Provided that, if a person to whom the indemnity contained in this sub-paragraph applies, without the prior consent of the Applicant, settles or compromises any action, claim or demand to which the indemnity applies, he shall not be entitled to the benefit of the indemnity as regards that action, claim or demand.

- (7) An Coimisiún Pleanála may require the Applicant to effect, and or so long as it thinks fit, to maintain a policy of insurance which it considers satisfactory indemnifying the Applicant against any claim made on foot of the liability imposed on it by subparagraph (3) (f) of this Article.

4. (1) This Order is made subject to the following provisions:

- (a) an owner shall neither intentionally do nor intentionally cause or permit to be done on the relevant lands anything which could be reasonably regarded as calculated or likely to cause damage or injury to the pipeline;
- (b) an owner shall not, without the prior consent in writing of the Applicant, intentionally make or intentionally cause or permit to be made any material alteration to or any deposit of anything upon any part of the relevant lands so as to interfere with or obstruct the access thereto or to the pipeline or to lessen or in any way interfere with the support afforded to the pipeline by the relevant lands (including minerals) or so as materially to reduce the depth of soil above any part of the pipeline;

- (c) an owner shall neither erect nor install nor recklessly permit to be erected or installed any building or structure or permanent apparatus nor shall he permit the carrying out of any works on, in or under the relevant lands or the making of any material change in the use of the relevant lands which would be likely to cause damage or injury to the pipeline;
    - (d) For the purpose of securing the safety of the pipeline, the owner shall comply with the provisions specified in the Third Schedule to this Order restricting the planting of trees and shrubs.
  - (2) Paragraph (1) of this Article shall not be construed as preventing the installation on the relevant lands of any service pipes, drains, wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Applicant or its agents.
- 5. Subject to Article 6 of this Order, the provisions of the Land Clauses Acts (other than Articles 1, 2, 3 and 6 of the Second Schedule to the Housing of the Working Classes Act, 1890) are incorporated in this Order.
- 6.
  - (1) Where the purchase price or compensation payable under the Act to a person claiming any interest in the relevant lands does not exceed the sum of €15,236.86 and the claimant produces prima facie evidence that he is a person having power to sell under the Land Purchase Acts or the Land Clauses Acts, and satisfies the Applicant that, for not less than six years immediately preceding the date on which the claim is made, he, or his immediate predecessor in title, has been personally, or through an agent, either in receipt of the rents or profits of the land concerned or in actual occupation thereof, the claimant may be dealt with by the Applicant as the absolute owner of the interest in respect of which he claims and such purchase price or compensation may be paid to him.
  - (2) Where there is payable under the Act in respect of an interest in the relevant lands a purchase price or compensation not exceeding the sum of €15,236.86 and the interest is subject to a mortgage or charge on foot of which an amount exceeding the purchase price or compensation is due, the amount of the

purchase price or compensation may be paid to the person entitled to the moneys payable on foot of the mortgage or charge, or if there is more than one such mortgage or charge, then to the person so entitled on foot of the mortgage or charge which is first in priority, and, notwithstanding any direction, proviso, or covenant to the contrary contained in any instrument, any amount so paid shall be received in reduction of the principal sum or interest owing in respect of the mortgage or charge to such person on the date of receipt.

(3) Where the Applicant, pursuant to paragraphs (1) and (2) of this Article, pays a purchase price or compensation, the person to whom it is paid shall give the Applicant a receipt in the relevant form as the case might be set out in Part 1, Part 2 or Part 3 of the Second Schedule to this Order.

(4) If -

(a) (i) it appears to the Applicant that a person making any claim for purchase price or compensation in respect of any estate or interest in, the relevant lands is not entitled to the estate or interest, or

(ii) the title to any such estate, or interest is not satisfactorily shown to the Applicant, and

(b) the purchase price or compensation does not exceed €25,394.76,

the Applicant may pay it into the Circuit Court and that Court shall thereupon have with respect thereto all the jurisdiction exercisable by the High Court under the Land Clauses Acts and the Applicant shall thereupon have with respect to the estate or interest all the rights and powers that it would have had, had the purchase price or compensation been paid into the High Court.

(5) For the purposes of this Order section 72 of the Land Clauses Consolidation Act, 1845, shall be construed and have effect as if "fifteen thousand two hundred and thirty-six euro eighty-six cent" were substituted therein for "twenty pounds".

7. (1) Subject to paragraph (3) of this Article, the Applicant may at any time before ascertainment of the purchase price or compensation payable as regards the rights being acquired by the Applicant in respect of the relevant land or the relevant acquisition land or the relevant permanent servient tenement or any part thereof, enter and take possession and use any part of the relevant lands or the relevant acquisition land or the relevant permanent servient tenement and exercise such rights as given or granted to the Applicant under this Order exercise.
- (2) In case the Applicant exercises a power conferred on it by paragraph (1) of this Article, the following provisions shall apply, namely;
  - (a) the Applicant shall pay interest on the purchase price or compensation payable in relation to the relevant right, interest or estate acquired by the Applicant under this Order in accordance with the provisions of Section 33 (2) (a) of the Gas Act 1976, as amended, and
  - (b) if the Applicant has made an unconditional offer in writing of any sum as such purchase price or compensation to the person to whom the purchase price or compensation is payable under the Act, and the offer is not accepted by such person, and the sum awarded by the official arbitrator to such person does not exceed the sum so offered, then no interest shall be payable on such purchase price or compensation.
- (3) Before exercising a power conferred on it by paragraph (1) of this Article the Applicant shall give to the occupier of the land in relation to which the powers proposed to be exercised at least one month's previous notice in writing of its intention to exercise the power, or, in the case of an occupied dwellinghouse, at least three months' previous such notice to the occupier thereof.
- (4) A notice required by this Article to be given may be served on a person by sending it by prepaid post in an envelope addressed to the person to whom it is to be given at his usual or last known address, and in case the notice is so served it shall be deemed to have been served on the person at the time at which the

envelope would be delivered in the ordinary course of post, and in case the address of such person cannot be ascertained by reasonable enquiry, the Applicant may serve the notice by affixing it in a conspicuous position on or near the relevant lands, and in case the name of the person for whom the notice is intended cannot be ascertained by reasonable enquiry, the envelope containing the notice may be addressed to "the owner" or "the occupier" without naming him.

8. The Applicant may, for the purpose of enabling it to ascertain the ownership of the relevant lands, the relevant acquisition land or the relevant permanent servient tenement or any part thereof or interest therein give any person who is the occupier of any such land or part thereof, or who, either directly or indirectly receives rent in respect of any such land or part thereof, notice, in the form set out in Part 4 of the Second Schedule hereto, requiring him to state in writing the nature of his own interest therein and the name and address of any other person known to him as having an interest therein, whether as owner in fee simple, mortgagee, lessee or otherwise and any person who, having been required by the Applicant by a notice in writing given in pursuance of this provision to give the Applicant any information, fails to give the information, or gives any information that he knows to be false in a material particular or recklessly gives information which is so false shall be guilty of an offence and shall be liable on summary conviction thereof to a fine not exceeding €31.74.

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Member of An Coimisiún Pleanála duly authorised  
to authenticate the seal of An Coimisiún Pleanála

Dated this                      day of                      20

**FIRST SCHEDULE**

**Part 1**

**(The Relevant Lands)**

<b>Wayleave No.</b>	<b>Description of Relevant Lands</b>
CWL.02	All that the land comprising 3394.6 square metres in the Townland of Kilwarden and County of Meath which land is shown on drawing no(s) GNI/143/CWL/01/02 rev.1 annexed hereto and thereon coloured red.
CWL.17	All that the land comprising 1613.1 square metres in the Townland of Park and County of Meath which land is shown on drawing no(s) GNI/143/CWL/04/17 rev.2 annexed hereto and thereon coloured red.
CWL.18	All that the land comprising 1505.60 square metres in the Townland of Ballyboggan and County of Meath which land is shown on drawing no(s) GNI/143/CWL/04/18 rev.2 annexed hereto and thereon coloured red.
CWL.27	All that the land comprising 5957.1 square metres in the Townlands of Clonmore (Warrestown By) and Clongall and County of Meath which land is shown on drawing no(s) GNI/143/CWL/06/27 rev.1 annexed hereto and thereon coloured red.

CWL.31 All that the land comprising 3367.9 square metres in the Townland of Lenamarran and County of Offaly which land is shown on drawing no(s) GNI/143/CWL/07/31 rev.1 annexed hereto and thereon coloured red.

CWL.33 All that the land comprising 13807.4 square metres in the Townland of Mountwilson and County of Offaly which land is shown on drawing No. GNI/143/CWL/07/33 rev. 1 sheet 1 and drawing no. GNI/143/CWL/07/33 rev.1 sheet 2 annexed hereto and thereon coloured red.

#### **FIRST SCHEDULE**

##### **Part 2**

##### **(The Relevant Acquisition Land)**

<b>Acquisition No.</b>	<b>Description of Relevant Acquisition Land</b>
CACQ.01	All that the land comprising 2228.8 square metres in the Townland of Kilwarden and County of Meath which land is shown on drawing no(s) GNI/143/CACQ/01/01 rev.1 annexed hereto and thereon outlined in red.

## FIRST SCHEDULE

### Part 3

#### (The Relevant Permanent Servient Tenement)

<b>Wayleave No.</b>	<b>Description of Relevant Lands</b>
CROW.01	All that the land comprising 705.7 square metres in the Townland of Kilwarden and County of Meath which land is shown on drawing no(s) GNI/143/CROW/01/01 annexed hereto and thereon coloured yellow.
CROW.02	All that the land comprising 535.2 square metres in the Townland of Kilwarden and County of Meath which land is shown on drawing no(s) GNI/143/CROW/01/02 annexed hereto and thereon coloured yellow.
CROW.03	All that the land comprising 1108.4 square metres in the Townland of Kilwarden and County of Meath which land is shown on drawing no(s) GNI/143/CROW/01/03 annexed hereto and thereon coloured yellow.

**SECOND SCHEDULE**

**Part 1**

**GAS ACT, 1976, As Amended**

**GAS TO BORD NA MÓNA, EDENDERRY**

**ACQUISITION ORDER 2026**

**Receipt for Purchase Money or Compensation**

**(The Relevant Lands)**

I/We, \_\_\_\_\_ of \_\_\_\_\_ do hereby acknowledge that I/we have received from Gas Networks Ireland the sum of \_\_\_\_\_ euro, as purchase price or compensation for the right acquired by the said Gas Networks Ireland to use ALL THAT AND THOSE that parcel of land comprising \_\_\_\_\_ square metres and situated in the Townland(s) of \_\_\_\_\_ and in the County of \_\_\_\_\_ for the construction, operation and maintenance thereon, therein or thereunder of a gas pipeline and such other works, services, facilities and other things as are necessary or expedient in relation thereto or are ancillary thereto or form part thereof, which land is described in Part 1 of the First Schedule to the above Order and identified as Wayleave No. \_\_\_\_\_ and shown on the drawing(s) annexed thereto and thereon coloured red and thereon numbered GNI/143/\_\_\_\_\_/\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature

SIGNED by the said

in the presence of:

Name of Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**SECOND SCHEDULE**

**Part 2**

**GAS ACT, 1976, As Amended**

**GAS TO BORD NA MÓNA, EDENDERRY**

**ACQUISITION ORDER 2026**

**Receipt for Purchase Money or Compensation**

**(The Relevant Acquisition Land)**

I/We, \_\_\_\_\_ of \_\_\_\_\_ being the owners of the lands hereinafter mentioned, do hereby acknowledge that I/we have received from Gas Networks Ireland the sum of \_\_\_\_\_ euro, as purchase price or compensation for the acquisition by the said Gas Networks Ireland pursuant to the said Order of all my estate, right, title and interest in and to ALL THAT AND THOSE the land comprising 2228.8 square metres and situated in the Townland of Kilwarden and County of Meath, which land is described in Part 2 of the First Schedule to the above Order and shown on the drawing annexed thereto and thereon outlined in red and thereon numbered GNI/143/CACQ/01/01 rev.1

Dated this            day of            20

\_\_\_\_\_  
Signature

SIGNED by the said

in the presence of:

Name of Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**SECOND SCHEDULE**

**Part 3**

**GAS ACT, 1976, As Amended**

**GAS TO BORD NA MÓNA, EDENDERRY**

**ACQUISITION ORDER 2026**

**Receipt for Purchase Money or Compensation**

**(The Relevant Permanent Servient Tenement)**

I/We, \_\_\_\_\_ of \_\_\_\_\_ do hereby acknowledge that I/we have received from Gas Networks Ireland the sum of \_\_\_\_\_ euro, as purchase price or compensation for the right acquired by the said Gas Networks Ireland to use ALL THAT AND THOSE that parcel of land comprising \_\_\_\_\_ square metres and situated in the Townland(s) of \_\_\_\_\_ and in the County of \_\_\_\_\_ which land is defined in Part 3 of the First Schedule to the above Order and shown on the drawing annexed hereto and thereon coloured yellow and numbered GNI/143/CROW/01\_\_\_\_\_ for the purpose of entering upon same together with its successors in title, assigns, tenants, licensees, servants or agents, contractors and workmen and to pass and re-pass over the said lands, with or without vehicles, plant and machinery, for the purpose of ingress and egress to and from the public road at all times and for all purposes of and by all means in connection with the use and occupation by the said Gas Network Ireland, its successors in title, assigns, tenants, licensees, servants or agents, contractors and workmen of the land described in Part 2 of the First Schedule to the above Order.

Dated this            day of            20

\_\_\_\_\_  
Signature

SIGNED by the said

in the presence of:

Name of Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**SECOND SCHEDULE**

**Part 4**

**NOTICE**

For the purpose of enabling it to ascertain the ownership of any land specified in the Gas Act, 1976, as amended, Bord na Móna, Edenderry, Acquisition Order 2026 Gas Networks Ireland hereby gives notice in accordance with Article 11(h) of the Second Schedule of the Gas Act, 1976, as amended, to you the person who is the occupier of the land or who, either directly or indirectly, receives rent in respect of the land, requiring you within two weeks from the date of this notice to state in writing to Gas Networks Ireland the nature of your own interest therein and the name and address of any other person known to you as having an interest therein, whether as owner, in fee simple, mortgagee, lessee or otherwise. If within the said period of two weeks required by this notice you fail to give to Gas Networks Ireland the information required, or give any information which you know to be false in a material particular, or recklessly give information which is so false you shall be guilty of an offence and shall be liable on summary conviction thereof to a fine not exceeding €31.74.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

(SIGNED) \_\_\_\_\_

Secretary  
Gas Networks Ireland  
Gasworks Road  
Cork

TO: \_\_\_\_\_

### THIRD SCHEDULE

1. Not to plant on the land any poplar trees, willow trees, ash trees, beech trees, conifers, horse chestnut trees, lime trees, maple trees, sycamore trees, apple trees, or pear trees or any other trees of a similar size (whether deciduous or evergreen) within seven metres of the centreline of the pipeline.
2. Not to allow any shrubs or hedges planted on the relevant lands to grow to a height exceeding 4 metres.

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Member of An Coimisiún Pleanála duly authorised  
to authenticate the seal of An Coimisiún Pleanála

Dated this                      day of                      20

**ORDER**

**Entitled**

**GAS ACT, 1976, AS AMENDED**

**GAS TO BORD NA MONA, EDENDERRY**

**ACQUISITION ORDER, 2026**