Record No: 2018/00287

AN CHUIRT CHUARDA (THE CIRCUIT COURT)

SOUTH WESTERN CIRCUIT COUNTY OF KERRY TRALEE

BEFORE JUDGE DALY

THE 26th DAY OF January 2022

BETWEEN

KERRY COUNTY COUNCIL

PLAINTIFF

-AND-

JOHN PATRICK MURPHY

DEFENDANT

AMENDED ORDER

This matter coming on for Hearing before the Court on the 25th January 2022 and on this day, on Notice of Motion dated 13th July 2018 on behalf of the Plaintiff for relief pursuant to Section 160 of the Planning and Development Act, 2000 as amended. WHEREUPON, and on reading the pleadings and documents filed, and on hearing what was urged by Mr. E. Keane S.C. and Ms. E. Houlihan B.L., counsel for the Plaintiff (instructed by Ms. R. Cronin, County Solicitor), and Mr. H Downing S.C., Ms. E Kelleher B.L and Mr. M. Rogers B.L., counsel for the Defendant (instructed by S. T. O'Sullivan & Company Solicitors), and the Court being informed that the action herein had been settled on the terms of the Consent & Compromise in writing executed by the parties and their respective solicitors and here and now handed into Court on this date and a copy of which is annexed hereto

THE COURT DOTH DECLARE

1. That the fencing situate on the lands comprised in Folio KY17068 along the lines shown in green between the points 'X' to 'Y' and 'W' to 'Z' on the map attached to the aforementioned Notice of Motion (a further copy of which map is attached hereto) is unauthorised development.

AND THE COURT DOTH ORDER

2. That the Defendant, his servants and/or agents, licensees or anyone acting in consort with him, and all persons having knowledge of the granting of the Order herein, shall cease forthwith and refrain from the erection, replacement, repair and/or renewal of fencing on that portion of the lands owned and/or occupied by the Defendant situate at Fenit Within, Fenit, in the Barony of Trughanacmy and the Electoral Division of Ballynahaglish, County Kerry, which comprise that portion of the lands contained within Folio KY17068, Register of Freeholders, County of Kerry as are designated as part of the Akeragh, Banna and Barrow Harbour Special Area of Conservation, which portion of lands are shown on the map annexed hereto shown shaded in red and hatched in blue (hereinafter referred to as "the said lands") with a stay on this Order

for a period of 9 months from the date hereof.

- 3. That the Defendant shall demolish and remove from the said lands, the fencing presently situate upon the said lands along the lines shown in green between the points 'X' to 'Y' and 'W' to 'Z' on the said map, which fencing comprises unauthorised development, with a stay on this Order for a period of 9 months from the date hereof.
- 4. That the Defendant shall remove all foundations, supports or other apparatus used or designed to support fencing from the said lands so as to restore in so far as is practicable that portion of the lands to the condition they were in prior to the unauthorised development, with a stay on this Order for a period of 9 months from the date hereof.
- 5. Liberty to the parties to re-enter.
- 6. The issue of costs to be adjourned to the County Registrar's List to fix dates at the Courthouse, Tralee, on the 29th March 2022 at 10.30 a.m.

BY THE COURT

NOMINATED SIGNATORY BY THE COMBINED OFFICE MANAGER

A true copy of which I certify

Office Manager/Nominated Signatory

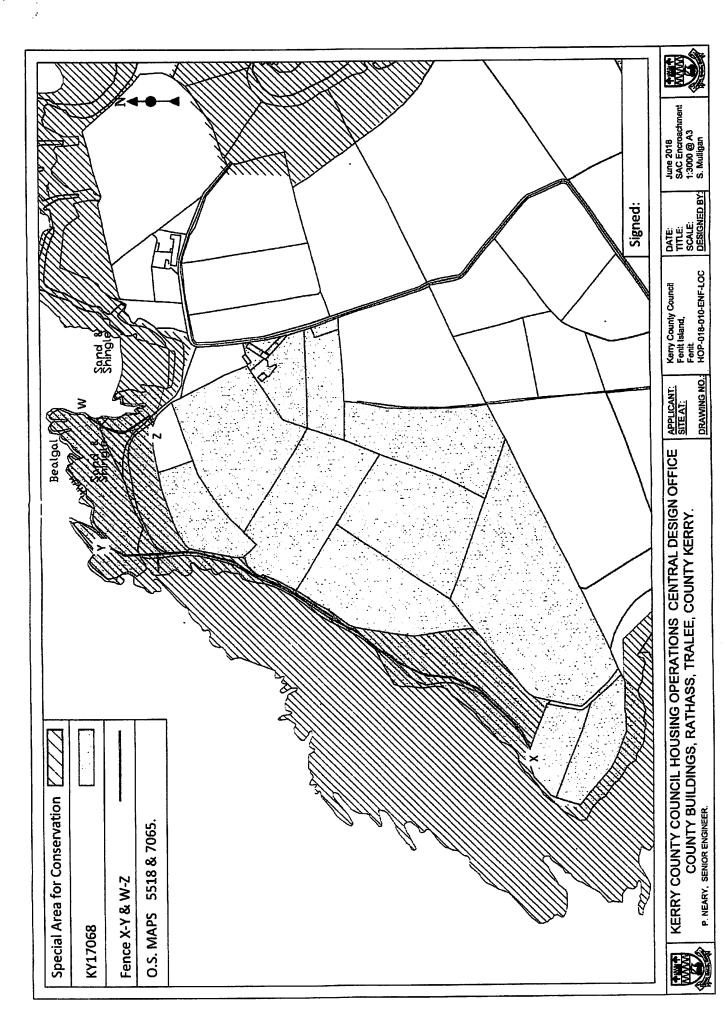
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Record No: 2018/00288

AN CHUIRT CHUARDA (THE CIRCUIT COURT)

SOUTH WESTERN CIRCUIT COUNTY OF KERRY TRALEE

BEFORE JUDGE DALY

THE 26th DAY OF January 2022

BETWEEN

KERRY COUNTY COUNCIL

PLAINTIFF

-AND-

SEAMUS O' SULLIVAN

DEFENDANT

AMENDED ORDER

This matter coming on for Hearing before the Court on the 25th January 2022 and on this day, on Notice of Motion dated 13th July 2018 on behalf of the Plaintiff for relief pursuant to Section 160 of the Planning and Development Act, 2000 as amended. WHEREUPON, and on reading the pleadings and documents filed, and on hearing what was urged by Mr. E. Keane S.C. and Ms. E. Houlihan B.L., counsel for the Plaintiff (instructed by Ms. R. Cronin, County Solicitor), and Mr. H Downing S.C., Ms. E Kelleher B.L and Mr. M. Rogers B.L., counsel for the Defendant (instructed by S. T. O'Sullivan & Company Solicitors), and the Court being informed that the action herein had been settled on the terms of the Consent & Compromise in writing executed by the parties and their respective solicitors and here and now handed into Court on this date and a copy of which is annexed hereto

THE COURT DOTH DECLARE

1. That the fencing situate on the lands comprised in Folio KY17067 along the lines shown in green between the points 'T,' 'S,' 'U' to 'V,' 'W' to 'X' and 'Y' to 'Z' on the map attached to the aforementioned Notice of Motion (a further copy of which map is attached hereto) is unauthorised development.

AND THE COURT DOTH ORDER

2. That the Defendant, his servants and/or agents, licensees or anyone acting in consort with him, and all persons having knowledge of the granting of the Order herein, shall cease forthwith and refrain from the erection, replacement, repair and/or renewal of fencing on that portion of the lands owned and/or occupied by the Defendant situate at Fenit Within, Fenit, in the Barony of Trughanacmy and the Electoral Division of Ballynahaglish, County Kerry, which comprise that portion of the lands contained within Folio KY17067, Register of Freeholders, County of Kerry as are designated as part of the Akeragh, Banna and Barrow Harbour Special Area of Conservation, which portion of lands are shown on the aforesaid map annexed hereto shaded in red and hatched in blue (hereinafter referred to as "the said lands") with a stay on this Order

for a period of 9 months from the date hereof.

- 3. That the Defendant shall demolish and remove from the said lands, the fencing presently situate upon the said lands along the lines shown in green between the points 'T', 'S', 'U' to 'V', 'W' to 'X' and 'Y' to 'Z' on the said map, which fencing comprises unauthorised development, with a stay on this Order for a period of 9 months from the date hereof.
- 4. That the Defendant shall remove all foundations, supports or other apparatus used or designed to support fencing from the said lands so as to restore in so far as is practicable that portion of the said lands to the condition they were in prior to the unauthorised development with a stay on this Order for a period of 9 months from the date hereof.
- 5. Liberty to the parties to re-enter.
- 6. The issue of costs be adjourned to the County Registrar's List to fix dates at the Courthouse, Tralee, on the 29th March 2022 at 10.30 a.m.

BY THE COURT

NOMINATED SIGNATORY BY THE COMBINED OFFICE MANAGER

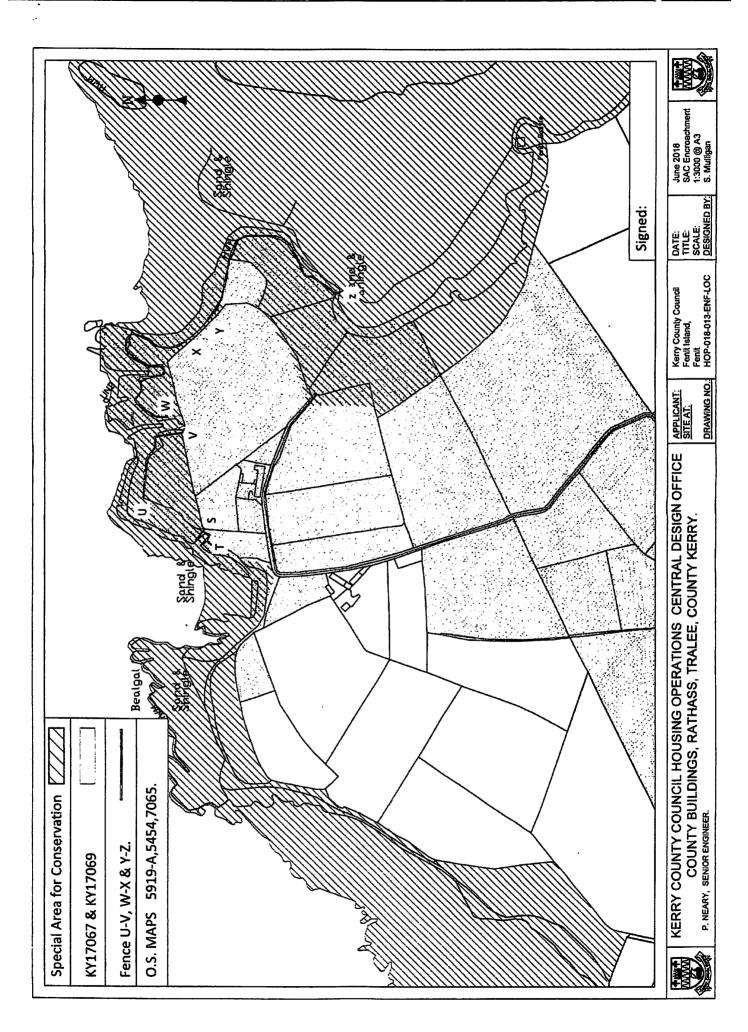
A true copy of which I certify

Office Manager/ Nominated Signatory

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Record No: 2018/00289

AN CHUIRT CHUARDA (THE CIRCUIT COURT)

SOUTH WESTERN CIRCUIT COUNTY OF KERRY TRALEE

BEFORE JUDGE DALY

THE 26th DAY OF January 2022

BETWEEN

KERRY COUNTY COUNCIL

PLAINTIFF

-AND-

LIAM MC CARTHY AND KIT MC CARTHY

DEFENDANTS

AMENDED ORDER

This matter coming on for Hearing before the Court on the 25th January 2022 and on this day, on Notice of Motion dated 13th July 2018 on behalf of the Plaintiff for relief pursuant to Section 160 of the Planning and Development Act, 2000 as amended. WHEREUPON, and on reading the pleadings and documents filed, and on hearing what was urged by Mr. E. Keane S.C. and Ms. E. Houlihan B.L., counsel for the Plaintiff (instructed by Ms. R. Cronin, County Solicitor), and Mr. H Downing S.C., Ms. E Kelleher B.L and Mr. M. Rogers B.L., counsel for the Defendants (instructed by S. T. O'Sullivan & Company Solicitors), and the Court being informed that the action herein had been settled on the terms of the Consent & Compromise in writing executed by the parties and their respective solicitors and here and now handed into Court on this date and a copy of which is annexed hereto

THE COURT DOTH DECLARE

1. That the fencing situate on the lands comprised in Folio KY17072 along the lines shown in green between the points 'X' to 'Y' on the map attached to the aforementioned Notice of Motion (a further copy of which map is attached hereto) is unauthorised development.

AND THE COURT DOTH ORDER

2. That the Defendants and each of them, their servants and/or agents, licensees or anyone acting in consort with them or either of them, and all persons having knowledge of the granting of the Order herein, shall cease forthwith and refrain from the erection, replacement, repair and/or renewal of fencing on that portion of the lands owned and/or occupied by the Defendants and/or either of them situate at Fenit Within, Fenit, in the Barony of Trughanacmy and the Electoral Division of Ballynahaglish, County Kerry, which comprise that portion of the lands contained within Folio KY17072, Register of Freeholders, County of Kerry as are designated as part of the Akeragh, Banna and Barrow Harbour Special Area of Conservation, which portion of lands are

shown on the aforesaid map annexed hereto shaded in red and hatched in blue (hereinafter referred to as "the said lands") with a stay on this Order for a period of 9 months from the date hereof.

- 3. That the Defendants and each of them shall demolish and remove from the said lands, the fencing presently situate upon the said lands along the lines shown in green between the points 'X' to 'Y' on the aforesaid map, which fencing comprises unauthorised development, with a stay on this Order for a period of 9 months from the date hereof.
- 4. That the Defendants and each of them shall remove all foundations, supports or other apparatus used or designed to support fencing from the said lands so as to restore in so far as is practicable that portion of the said lands to the condition they were in prior to the unauthorised development with a stay on this Order for a period of 9 months from the date hereof.
- 5. Liberty to the parties to re-enter.
- 6. The issue of costs to be adjourned to the County Registrar's List to fix dates at the Courthouse, Tralee, on the 29th March 2022 at 10.30 a.m.

BY THE COURT

NOMINATED SIGNATORY BY THE COMBINED OFFICE MANAGER

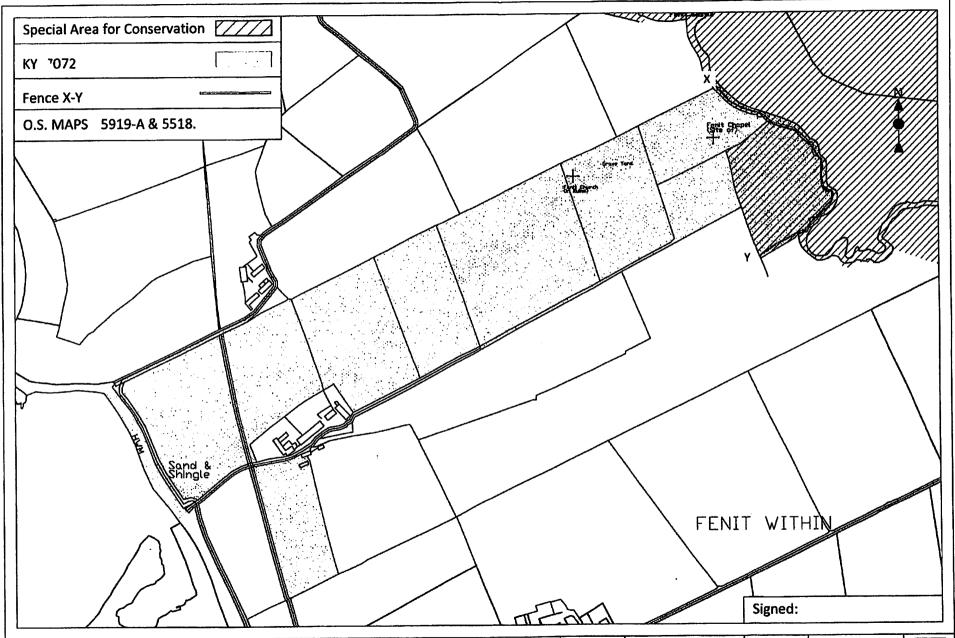
true copy of which I certify

Office Managor/ Nominated Signatory

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KERRY COUNTY COUNCIL HOUSING OPERATIONS CENTRAL DESIGN OFFICE COUNTY BUILDINGS, RATHASS, TRALEE, COUNTY KERRY.

P. NEARY, SENIOR ENGINEER.

APPLICANT: SITE AT: DRAWING NO. Kerry County Council Fenit Island, Fenit. HOP-018-011-ENF-LOC DATE: TITLE: SCALE: DESIGNED BY:

June 2018 SAC Encroachment 1:3000 @ A3 S. Mulligan

