

Residential Zoned Land Tax Annual Draft/Final Map
Planning Department
Clare County Council
New Road,
Ennis
Co Clare
V95DXP2

Re: CELA0001483 & CELA0001767

I wish to make a submission in relation to the above lands identified in the Residential Zoned Land Tax Map and referenced as CELA0001483 & CELA0001767. The referenced lands form part of Folio CE25917F (Map attached) which are owned by [REDACTED]

Planning permission was sought and has been granted for the construction of 14 no. houses on the above lands as part of [REDACTED]

As part of the planning application for these lands, a pre connection enquiry (Irish Water Ref [REDACTED]) was submitted to Irish Water for connection to the waste water treatment system through the existing pump station located at Woodstock Golf Club. As a condition for connection, Irish Water require the upgrade and asset transfer of this pumping station contained within third party lands (Folio CE21169F). The waste water treatment plant and associated pipework is located on lands owned by Woodstock Golf and Country Club Limited.

[REDACTED] has a wayleave to connect to the pumping station however have no legal standing to facilitate the transfer of these third party lands outside of its control, to Irish Water as requested.

Our legal advice is that this is a very unusual request from Irish Water and we note that this has not been a requirement for other pre-connection enquiries from other land owners in the area. While we continue to engage with Irish Water to resolve this issue, [REDACTED] is unable to progress the delivery of the development as granted under [REDACTED] due to the unavailability of a connection to the waste water system.

As such we consider the above lands do not satisfy the criteria under Section 653B of the Taxes Consolidation Act 1997 under:

(b) it is reasonable to consider may have access, or be connected, to public infrastructure and facilities, including roads and footpaths, public lighting, foul sewer drainage, surface water drainage and water supply, necessary for dwellings to be developed and with sufficient service capacity available for such development, and

[REDACTED] consider that until the above issues are resolved with Irish Water, that the above lands are not subject to the Residential Zoned Land Tax.

Regards,

[REDACTED]

[REDACTED]

CONFIRMATION OF FEASIBILITY

[Redacted]

Uisce Éireann
 Bosca OP448
 Oifig Sheachadta na
 Cathrach Theas
 Cathair Chorcaí

Irish Water
 PO Box 448,
 South City
 Delivery Office
 Cork City.

www.water.ie

26 January 2023

Our Ref: [Redacted] **Pre-Connection Enquiry**
Cragleah/Ballylannidy, Woodstock, Ennis, Co. Clare

Dear Applicant/Agent,

We have completed the review of the Pre-Connection Enquiry.

Irish Water has reviewed the pre-connection enquiry in relation to a Water & Wastewater connection for a Housing Development of 20 unit(s) at Cragleah/Ballylannidy, Woodstock, Ennis, Co. Clare, (the **Development**).

Based upon the details provided we can advise the following regarding connecting to the networks;

- **Water Connection**

- Feasible without infrastructure upgrade by Irish Water
- **Water Treatment Plant**
 There is sufficient capacity for the proposed development.

Water Network

A water main passes the proposed development.

- **Wastewater Connection**

- Feasible Subject to Upgrades and Asset Transfer of private/third party wastewater infrastructure to Irish Water
- **Wastewater Treatment Plant**
 There is sufficient capacity for the proposed development.

- **Wastewater Network**

A 50m (Approx.) wastewater extension is required in the public space. Any extension in the public space will be carried out by the Irish Water (IW) Regional Contractor. Any such network extension would have to be entirely funded by you.

There are currently a number of residential estates in this locality which through pumping stations and gravity networks discharge to a Main Pumping Station.

This Main Pumping Station is operated and maintained by Irish Water (IW) but is entirely in private/third party ownership. The pumping station ultimately discharges to the Irish Water sewer network.

The proposed development cannot be facilitated until the Main Pumping Station is transferred to IW along with right of way to access and wayleaves over existing pipework to and from the Main Pumping Station. The transfer of private/third party assets shall include a condition assessment to identify if Capital Maintenance is required prior to handover.

For the proposed development to be facilitated, the third party owned assets will be referred to as the Arterial Route. Irish Water will seek to take in charge the Arterial Route as per a Special Condition in the Self Lay Agreement at connection application stage:

- Written agreement should be obtained by the Customer from the 3rd party giving permission to the Customer to connect via 3rd party infrastructure.
- Confirmation shall be provided by the new customer, supported by design calculations (if required), that the 3rd party infrastructure has capacity and is structurally adequate. If IW deems a

high level of risk involved, further information should be sought such as condition survey/CCTV survey, etc.

- It should be made clear to all parties that the 3rd party infrastructure remains classified as a service connection and is not assumed by any party to be adopted/taken in charge by Irish Water following the new connection being made, unless it is expressly stated otherwise.
- The new customer and the 3rd party shall be treated individually for metering purposes.
- The Customer shall obtain a Wayleave (in favour of themselves) over the 3rd party infrastructure where possible. However, this is not a requirement that should prevent the connection being made if a wayleave is not forthcoming.

Further to the above, at connection application stage please illustrate in the layout drawings the third party owned infrastructure from the proposed development to the IW network (water & wastewater). The third party owned assets will be referred to as the Arterial Route. Irish Water will seek to take in charge the Arterial Route as per the condition shown attached with this Confirmation of Feasibility. You will be required to have the third-party owner complete the 'DEED OF EASEMENT & TRANSFER IN RESPECT OF ARTERIAL PIPES'.

Under this proposal the applicant intends to decommission an existing pumping station and construct a new pumping station to serve the existing load plus the proposed development (20 units). The new pumping station shall be constructed to IW Codes of Practice and Standard Details and taken in charge through the Self Lay Agreement and Quality Assurance (QA) process at connection application stage.

This letter does not constitute an offer, in whole or in part, to provide a connection to any Irish Water infrastructure. Before the Development can be connected to our network(s) you must submit a connection application and be granted and sign a connection agreement with Irish Water.

As the network capacity changes constantly, this review is only valid at the time of its completion. As soon as planning permission has been granted for the Development, a completed connection application should be submitted. The connection application is available at www.water.ie/connections/get-connected/

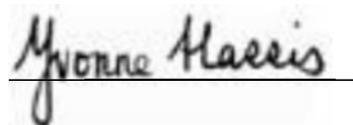
Where can you find more information?

- **Section A** - What is important to know?
- **Section B** - Details of Irish Water's Network(s)

This letter is issued to provide information about the current feasibility of the proposed connection(s) to Irish Water's network(s). This is not a connection offer and capacity in Irish Water's network(s) may only be secured by entering into a connection agreement with Irish Water.

For any further information, visit www.water.ie/connections, email newconnections@water.ie or contact 1800 278 278.

Yours sincerely,

A handwritten signature in black ink that reads "Yvonne Harris". The signature is written in a cursive style and is positioned above a horizontal line.

Yvonne Harris
Head of Customer Operations

Section A - What is important to know?

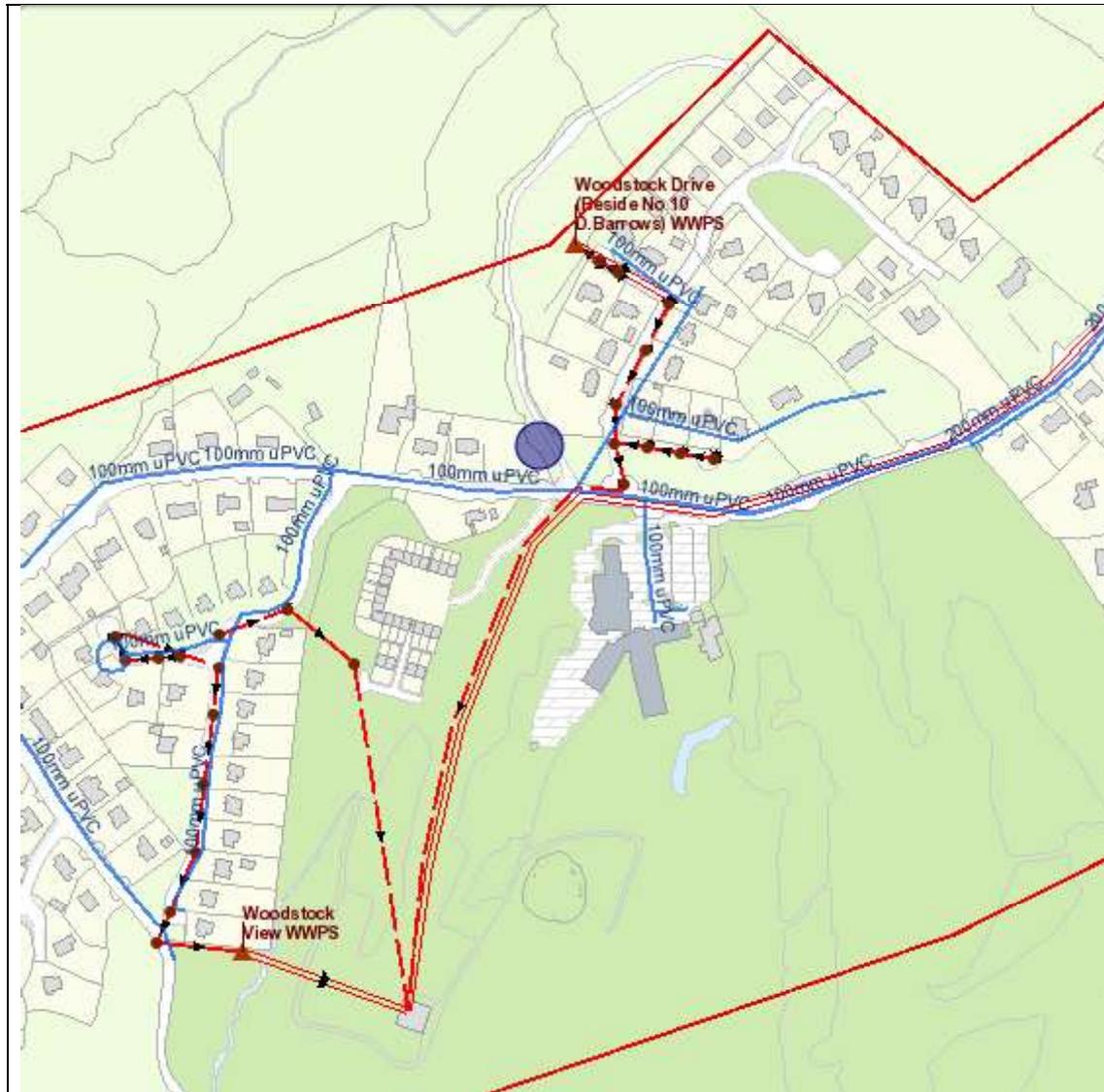
| What is important to know? | Why is this important? |
|--|---|
| <p>Do you need a contract to connect?</p> | <ul style="list-style-type: none"> • Yes, a contract is required to connect. This letter does not constitute a contract or an offer in whole or in part to provide a connection to Irish Water's network(s). • Before the Development can connect to Irish Water's network(s), you must submit a connection application <u>and be granted and sign</u> a connection agreement with Irish Water. |
| <p>When should I submit a Connection Application?</p> | <ul style="list-style-type: none"> • A connection application should only be submitted after planning permission has been granted. |
| <p>Where can I find information on connection charges?</p> | <ul style="list-style-type: none"> • Irish Water connection charges can be found at: https://www.water.ie/connections/information/charges/ |
| <p>Who will carry out the connection work?</p> | <ul style="list-style-type: none"> • All works to Irish Water's network(s), including works in the public space, must be carried out by Irish Water*. <p>*Where a Developer has been granted specific permission and has been issued a connection offer for Self-Lay in the Public Road/Area, they may complete the relevant connection works</p> |
| <p>Fire flow Requirements</p> | <ul style="list-style-type: none"> • The Confirmation of Feasibility does not extend to fire flow requirements for the Development. Fire flow requirements are a matter for the Developer to determine. • What to do? - Contact the relevant Local Fire Authority |
| <p>Plan for disposal of storm water</p> | <ul style="list-style-type: none"> • The Confirmation of Feasibility does not extend to the management or disposal of storm water or ground waters. • What to do? - Contact the relevant Local Authority to discuss the management or disposal of proposed storm water or ground water discharges. |
| <p>Where do I find details of Irish Water's network(s)?</p> | <ul style="list-style-type: none"> • Requests for maps showing Irish Water's network(s) can be submitted to: datarequests@water.ie |

| | |
|---|---|
| <p>What are the design requirements for the connection(s)?</p> | <ul style="list-style-type: none"> • The design and construction of the Water & Wastewater pipes and related infrastructure to be installed in this Development shall comply with <i>the Irish Water Connections and Developer Services Standard Details and Codes of Practice</i>, available at www.water.ie/connections |
| <p>Trade Effluent Licensing</p> | <ul style="list-style-type: none"> • Any person discharging trade effluent** to a sewer, must have a Trade Effluent Licence issued pursuant to section 16 of the Local Government (Water Pollution) Act, 1977 (as amended). • More information and an application form for a Trade Effluent License can be found at the following link: https://www.water.ie/business/trade-effluent/about/ <p>**trade effluent is defined in the Local Government (Water Pollution) Act, 1977 (as amended)</p> |

Section B – Details of Irish Water’s Network(s)

The map included below outlines the current Irish Water infrastructure adjacent the Development: To access Irish Water Maps email

datarequests@water.ie



Reproduced from the Ordnance Survey of Ireland by Permission of the Government. License No. 3-3-34

Note: The information provided on the included maps as to the position of Irish Water’s underground network(s) is provided as a general guide only. The information is based on the best available information provided by each Local Authority in Ireland to Irish Water.

Whilst every care has been taken in respect of the information on Irish Water’s network(s), Irish Water assumes no responsibility for and gives no guarantees, undertakings or warranties concerning the accuracy, completeness or up to date nature of the information provided, nor does it accept any liability whatsoever arising from or out of any errors or omissions. This information should not be solely relied upon in the event of excavations or any other works

being carried out in the vicinity of Irish Water's underground network(s). The onus is on the parties carrying out excavations or any other works to ensure the exact location of Irish Water's underground network(s) is identified prior to excavations or any other works being carried out. Service connection pipes are not generally shown but their presence should be anticipated.

Appendix 3 **Special Conditions - Part 3**

Special Conditions relating to Developments with Connections via Third Party Infrastructure

These Special Conditions apply to developments where the Self-Lay Works are being connected to the Network(s) through water and/or wastewater services infrastructure which is owned, operated and/or maintained by a party (the “**Third Party**”) other than Irish Water. The Third Party’s water and/or wastewater services infrastructure shall, hereinafter, be referred to as the **Third Party Infrastructure**.

1. Special Conditions

- 1.1. The Developer shall, prior to the commencement of any Self-Lay Works, identify and procure the transfer to Irish Water of any arterial/direct water and/or wastewater infrastructure, including all related pipes, pumping station(s), rising mains, etc. (the “**Arterial Pipes**”) within the Third Party Infrastructure which is in place between the Water and Wastewater Service Infrastructure and the Network(s) and consequently shall, prior to the commencement of the Self-Lay Works, be required to provide to Irish Water:
 - 1.1.1. a transfer of the Arterial Pipes from the Third Party to Irish Water which vests the Arterial Pipes in Irish Water (included within the Deed of Grant of Easements & Transfer In Respect of Arterial Pipes (Appendix 7, Part B)) together with a formal assignment to Irish Water of all warranties in respect of the mechanical and electrical plant and/or equipment utilised in the pumping stations and/or rising mains;
 - 1.1.2. where the Arterial Pipes include pumping stations, rising mains, etc., the Developer shall procure from the Third Party written confirmation (in a form acceptable to Irish Water) that:
 - 1.1.2.1. the Third Party will continue to operate and maintain these elements of the Arterial Pipes until such time as the pumping stations and/or rising mains are taken in charge by the relevant Local Authority.
 - 1.1.2.2. the Third Party will formally notify all prospective successors in title to the Third Party of the development/premises within which the Arterial Pipes are located of this continuing obligation in respect of the operation and maintenance of the pumping stations and/or rising mains.
 - 1.1.3. Any subsequent transfer of responsibility for the operation and/or maintenance of any relevant pumping station(s) and/or rising main(s) from the Third Party to Irish Water shall be subject to agreement in writing between the parties.
 - 1.1.4. For the avoidance of doubt, all Third Party Infrastructure not included within the Arterial Pipes will remain within the ownership of the Third Party.
- 1.2. The Developer shall establish to the satisfaction of Irish Water, with the support of fully detailed design documentation, that the Arterial Pipes have adequate capacity and have been sufficiently constructed to convey the requisite volumes of water and/or Wastewater through the Arterial Pipes to the Network(s). The Developer undertakes to Irish Water to upgrade the Arterial Pipes as part of the Self-Lay Works to the same standards as the Water and Wastewater Services Infrastructure (as set out herein) should this be required, at the sole discretion of Irish Water, following its review of the Developer’s design documentation.

- 1.3. The Developer shall establish to the satisfaction of Irish Water, with the support of adequate documentation (including, but not limited to, test certificates, CCTV survey results, etc.) that the Arterial Pipes are substantially in compliance with the requirements of the Code(s) of Practice and Standard Details (as set out in Appendix 6 of the Connection Offer). In the event that the Arterial Pipes are not found to be substantially compliant with the requirements of the Code(s) of Practice and Standard Details, the Developer agrees that it will undertake any reasonable remedial works specified by Irish Water as part of the Self-Lay Works.
- 1.4. Where any upgrade works (as referred to in Special Condition 1.2 above) and/or remedial works (as referred to in Special Conditions 1.3 above) have been completed by the Developer, the Developer shall undertake such surveys/investigations/tests as may be requested by Irish Water to confirm the integrity of the water supply/Wastewater collection elements of the Arterial Pipes. These tests may include some or all of the following:
 - 1.4.1. **Water**
 - 1.4.1.1. intrusive ground investigations including slit trenches, cores and trial holes at locations specified by Irish Water to confirm substantial compliance with the requirements of the Code of Practice for Water Infrastructure;
 - 1.4.1.2. water audits, condition surveys and associated reports on all relevant water supply elements of the Arterial Pipes, as required;
 - 1.4.1.3. pressure testing of the relevant water supply elements of the Arterial Pipes in accordance with the Code of Practice for Water Infrastructure ;
 - 1.4.1.4. cleaning, swabbing, chlorination of the water relevant supply elements of the Arterial Pipes; water quality sampling/testing in accordance with the Code of Practice for Water Infrastructure; and/or
 - 1.4.1.5. field tests to confirm the adequacy of the water supply pump station.
 - 1.4.2. **Wastewater**
 - 1.4.2.1. intrusive ground investigations including slit trench, cores and trial holes at locations specified by Irish Water to confirm substantial compliance with the requirements of the Code of Practice for Wastewater Infrastructure;
 - 1.4.2.2. CCTV surveys, manhole condition surveys and associated reports on all relevant Wastewater collection elements of the Arterial Pipes, as required;
 - 1.4.2.3. testing of all Wastewater gravity collection pipes within the relevant Wastewater collection elements of the Arterial Pipes and infiltration/exfiltration testing of associated manholes/chambers in accordance with the requirements of the Code of Practice for Wastewater Infrastructure;
 - 1.4.2.4. pressure testing of Wastewater pressure mains (if present) associated with the Wastewater collection elements of the relevant Wastewater collection elements of the Arterial Pipes in accordance with the Code of Practice for Wastewater Infrastructure; and/or
 - 1.4.2.5. field tests to confirm the adequacy of the Wastewater collection pump station.
- 1.5. The parties agree that any upgrade works and/or remedial works (as referred to in Special Conditions 1.2 & 1.3 above) shall, on completion, be subject to the

provisions of General Condition 11 [Self-Lay Works], in particular in respect of the requirements for the issuance of the Conformance and/or Completion Certificates by Irish Water.

1.6. Prior to the commencement of the Self-Lay Works, the Developer shall deliver to Irish Water:

- 1.6.1. the deliverables specified in Special Condition 1.1 above;
- 1.6.2. a duly executed Deed of Grant of Easements & Transfer In Respect of Arterial Pipes (in duplicate) in the form as set out at Appendix 7 Part B of the Connection Offer for the benefit of Irish Water and the Arterial Pipes, (to include without limitation a protected strip of **3.0 metres** on all sides of the Arterial Pipes in respect of the full length of the Arterial Pipes) TOGETHER WITH the PRA Compliant Map; and
- 1.6.3. evidence that the Third Party has irrevocably instructed its appointed solicitor to use best endeavours to stamp and register the Deed(s) of Grant of Easements & Transfer In Respect of Arterial Pipes in the Property Registration Authority as soon as practicable at the Developer's expense and to provide notice of the relevant dealing number and evidence of such registration to Irish Water immediately following completion of registration;
- 1.6.4. evidence that the Third Party has agreed to include reference and notice of the Deed(s) of Grant of Easements & Transfer In Respect of Arterial Pipes in favour of Irish Water in any transfers, conveyances, assignment, lease and/or licence which the Third Party may have with any other party.

2. The Final Documents to be submitted by the Developer shall include any works completed in relation to the Arterial Pipes.

The Developer is referred to Figures 1 and 2 of the Specification (Appendix 5) for details of the Arterial Pipes.

Appendix 7

Part B

**DEED OF EASEMENT & TRANSFER
IN RESPECT OF
ARTERIAL PIPES**

[]¹

And

IRISH WATER

[]²

Site Address

Customer Ref no.

² Developer Name

³ Project/Development Name/Address (i.e. location of Arterial Pipes)

⁴ Insert Developer/Grantor name in CAPITALS and **bold**.

mains and sewers located or to be located within the development adjoining the Land and which are to be connected to the IW network(s) by way of the Pipeline.

- (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. IW 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.
- D. The Grantor has agreed with IW 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 IW and the Grantor would give to the other of them the several covenants hereinafter contained on the part of each of them IW 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 one Euro (€1) paid by IW to the Grantor (the receipt whereof the Grantor doth hereby acknowledge) the Grantor as beneficial owner:
 - (i) **HEREBY GRANTS unto IW 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 the Pipeline or any other materials connected with or facilitating the exercise or performance by IW 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 IW its officers and servants and all persons authorised by IW 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 IW contiguous to the Pipeline or the Strip and the Grantor further Grants as beneficial owner to IW its officers and servants and all persons authorised by IW 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 IW 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 IW used for the provision of Water Services and appurtenant to the rights which IW have or will have over lands of other Landowners for the provision of Water Services; and

(ii) transfers to IW ownership of The Pipeline.

2. IW (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 IW 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 IW'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 IW):

(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 IW 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 IW without loss to the Grantor.

PROVIDED that the Grantor shall (i) as soon as reasonably practicable give notice in writing to IW 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 IW. IW 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 IW 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 IW 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 IW (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 IW 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 IW 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 IW 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 IW at Colvill House, 24-26 Talbot Street, Dublin 1, or such other address as IW 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 IW 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 (Part A)
(Description and Tenure of the Grantors Land)

FIRST SCHEDULE (Part B)
(Description of Pipeline)

SECOND SCHEDULE
(Documents retained by
Grantor)

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

1. Not to plant within the Strip 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).
2. Not to allow any shrubs or hedges planted on the Strip to grow to a height exceeding 4 metres.

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 and Irish Water have executed and delivered this Deed the day and year first herein written.

GIVEN UNDER the
COMMON SEAL of the **GRANTOR**
and **DELIVERED** as a **DEED**⁶

Director

Director/Secretary

⁶ Execution block to be confirmed/amended, as required, depending on status of Grantor (company, individual, etc.). Please liaise with Irish Water, as required. .

**GIVEN UNDER the
COMMON SEAL of IRISH WATER
and DELIVERED as a DEED**

Director

Director/Secretary

