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Mr. Pdraig Sheehan,
Solicitor,
Pdraig J. Sheehan Solicitors,
Village Green House,
Douglas West,
Douglas,
Cork.
DX 137003 Douglas

Your Ref. : - SHE002/001

Re: Eoin Sheehan – Lands at Sunberry, Blarney, Co. Cork.

Dear Pdraig,

I refer to the above matter and previous correspondence.

I understand that your client intends to make an application for planning permission for the development of residential housing on lands at Sunberry, Blarney, County Cork. Your client is the registered owner of lands and premises comprised in Folios 120286F of the Register of Freeholders, County of Cork. This property was originally part of the property comprised in Folio 106410F of the Register of Freeholders County of Cork. The previous registered owners are Donal Dunne and Ted O'Connor. Mr. Dunne and Mr. Connor were registered as owners of the lands comprised in Folio 120286F on the 18th July 2006.

By Deed of Grant of the 21st of February 2006 made between Findon Investments Limited of the One Part and Donal Dunne and Ted O'Connor of the Other Part, Findon Investments Limited, the owner of property comprised in Folio 38748F and 51298F granted certain easements, rights and privileges for the benefit of lands comprised in Folio 106410F and 35237 of the Register of Freeholders County of Cork.

The easements, rights and privileges are set out in the Second Schedule and are as follows:-

“Full right and liberty for the Grantees their heirs, executors, administrators and assigns, for the benefit of the lands more particularly described in the Third Schedule hereto or any part thereof, their servants, agents, workmen, licensees, invitees, tenants and undertenants in common with the Grantors and all other persons who have or may hereafter have the like right:-

1. At all times by day and by night and for all purposes with or without horses, carts, motor cars and motor vehicles and all other manner of vehicles howsoever drawn or propelled laden or unladen to go pass and repass over and along all roadways and footpaths now laid over or at any time within 21 years from the date of this Grant to be laid over the property together with the right to lay and construct on the property, roadways and footpaths at such points and also such routes as the parties hereto may agree and in default of agreement at such points and along such routes that the Planning Authority for the area itself shall specify as being those suitable for access to the said lands described in the Third Schedule and from the public road.
2. The free passage and running to and from the said lands described in the Third Schedule or any part thereof of water, soil, gas, electricity, telephone signals, oil and heating fuels and other services through all pipes, sewers, mains, ducts, cables, wires, and conduits now in under or over at any time within 21 years from the date of this Grant to be in under or over the property.
3. The right to connect up with and to cleanse, repair, and renew the said pipes, drains, sewers, mains, ducts, conduits, cables and wires and within 21 years from the date of this Grant to construct in, under or over the said lands, pipes, drains, sewers, mains, ducts, conduits, cables and wires and to cleanse, repair and renew the same and for the aforementioned purposes to enter upon the said lands, with workmen and all others and all necessary equipment making good any damage thereby occasioned but not being responsible for any temporary inconvenience caused by such works”

At paragraph 2 of the Deed of Grant it is provided that the Grantees covenant with the Grantor and their assigns that they will and construct, lay, maintaining, cleansing, repairing, renewing and enlarging any mains, pipes or works mentioned in the Second Schedule and will do so in a proper and workman like manner and any damage occasioned to the property in carrying out such works will be made good forthwith by the Grantees to the Grantors reasonable satisfaction.

The Grantor assented to the registration, rights and easements affecting the property comprised in Folio 38748F and 51298F County Cork. I am instructed that the Grant of Easements was registered as a burden against both of these Folios.

The rights granted by the 2006 Grant are extremely broad. They entitle the owners of your client’s property to enter upon the servient land for the purpose of laying and constructing of roads and footpaths. The owners are entitled to the free passage and running of services through pipes in or under the servient property. They are entitled within 21 years from the date of the Grant to construct in or under the servient lands, the necessary services and are entitled for that purpose to enter upon the lands with workmen and others and all necessary equipment to carry out such works. The entitlement is obviously subject to the work being carried out in a proper and workman like manner and to carryout works to the Grantors reasonable satisfaction but there is otherwise no restriction on the entitlement of the owners of your client’s property to carry out those works.

I understand that there is infrastructure such as roads and other services located on the servient land. The position in this regard does not alter your client's rights under the 2006 Grant. He must in carrying out the works do so in a workman like manner and to the satisfaction of the Grantor. The Grantor or the Grantors successors in title could not object to the carrying out of works by your client's as the owners of the dominant lands on the basis that the servient lands now comprise roadways and services. This may cause some temporary inconvenience to the owners of the servient lands but it is expressly provided in the Grant that the Grantees or their successors in title would not be responsible for such temporary inconvenience thereby caused.

I return herewith papers.

Should you have any further enquiries please do not hesitate to contact me.

Kind regards.

Yours sincerely,

SENT BY EMAIL AND NOT SIGNED

DAVID O'DWYER