DEED OF PUBLIC DEDICATION

THIS INDENTURE made this 14 August 2020

BETWEEN:-

1. Pousterele Limited of Santa Rosa, Old Carrickbrack Road, Howth, County Dublin (hereinafter called the "**Grantor**" which expression shall include its successors and assigns where the context so admits or requires) of the one part; and

2. **KILDARE COUNTY COUNCIL** having its principal offices at Aras an Chontae, Devoy Park, Naas , Co Kildare(hereinafter called the "**Council**" which expression shall include its successors and assigns where the context so admits or requires) of the other part.

3. **DEFINITIONS:**

3.1 "**Conduits**" means conduits of whatever kind for the supply or transmission of the Utilities or any of them.

3.2 "**Date of Dedication**" means the 14 day of August 2020

3.3 "**Intended Public Road**" means the road which is constructed and/or intended to be constructed on the Premises and the Conduits and Utilities in on under or over the said road, on part of the lands at South Green, County Kildare, being part of the Premises which is more particularly shown on **Plan A** annexed hereto and thereon outlined in red .

3.4 "**Plan A**" means the plan annexed hereto and labelled 'Plan A'.

3.5 "**Premises**" means the lands comprised in Folios 41031F, 13895F, 7709, and 12361Fof the Register of Freeholders, County Kildare shown coloured green on Plan A.

3.6 "**Retained Land**" means the Premises save and except the Intended Public Road.

3.7 "**Utilities**" mean the supply of water, drainage of sewerage, soil and surface water, electricity, gas, oil, telephone, alarm signals and other services or utilities of whatsoever nature and kind.

WHEREAS:

(A) The Grantor is seized in fee simple in possession free from encumbrances of the Premises, and for the consideration hereinafter mentioned, and strictly subject to the covenants on the part of the Council as hereinafter appearing, has consented and agreed to give up the Premises for use as a public road.

(B) The Council is the Local/Road Authority for the County of Kildare and has taken in charge the areas shaded white within the Intended Public Road.

4. **OPERATIVE PROVISIONS**

4.1 In pursuance of the said agreement and in consideration of the sum of €10.00 (ten euro), (the receipt of which is hereby acknowledged) and the covenants on the Councils' part hereinafter contained, the Grantor agrees as on and from the Date of Dedication to **GIVE UP AND DEDICATE TO THE PUBLIC** for the purpose aforesaid **ALL THAT** part of the Intended Public Road, as the same is more particularly delineated and described in Plan A annexed to this Agreement and thereon shaded green **TO THE INTENT** that the Intended Public Road shall be for the use of the public as a public road and as hereinbefore set out.

4.2 The Grantor shall if called upon furnish a Statement of Title in the format required by the Council proving the Grantor's title as fee simple owner of the Premises.

4.3 The Council shall enter on and take possession of the Intended Public Road upon the Date of Dedication and may execute works thereon and use the Premises.

4.4 The Grantor shall if called upon by the Council so do so at any time from the Date of Dedication execute at the expense of the Council a formal transfer of the Premises to the Council free from encumbrances.

5. **COUNCILS' COVENANTS**

5.1 The Council hereby covenants with the Grantor that from the Date of Dedication until such time that the Intended Public Road is formally taken in charge by the Council;

5.1.1 to indemnify and keep indemnified the Grantor his servants, agents, licencees and invitees against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever, which may be made by any person or body claiming or which may otherwise arise as a result of the use of the Intended Public Road as a public road.

5.1.2 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 is attributable to any default or negligence on the part of the Council in carrying out any works to the Intended Public Road and to effect and keep in force such public liability, employer's liability and other policies of insurance as may be necessary to cover the Grantor against any claim arising under this **Clause 5** and, without prejudice to the generality of the foregoing, covering liability to the Council's employees and third parties for injury to or death of any person or damage to any property.

5.2 to keep the Intended Public Road in proper repair and condition.

5.3 to pay all costs, rates and taxes which may be imposed in respect of the Intended Public Road and the use thereof and any increased costs, rates, taxes or insurance premiums which may be imposed on the Grantor in respect of the Retained Land by virtue of the existence of the Intended Public Road.

5.4 in exercising the rights hereby granted to take all reasonable precautions to avoid obstruction or interference with the user of the Retained Land and damage and injury thereto

IN WITNESS whereof the parties hereto have executed this deed and delivered it on the day and year first above **WRITTEN.**

EXECUTED AS A DEED
BY POUSTERLE LIMITED
Acting by two Directors
IN THE PRESENCE OF :

_____

_____

PRESENT when the Corporate Seal
of the **COUNCIL** was affixed to this Deed
and this Deed was delivered:

Director of Services
~~COUNTY MANAGER~~

Tracey O'Leary
NOMINATED MEMBER

5.4 in exercising the rights hereby granted to take all reasonable precautions to avoid obstruction or interference with the user of the Retained Land and damage and injury thereto

IN WITNESS whereof the parties hereto have executed this deed and delivered it on the day and year first above **WRITTEN.**

EXECUTED AS A DEED
BY POUSTERLE LIMITED
Acting by two Directors
IN THE PRESENCE OF :

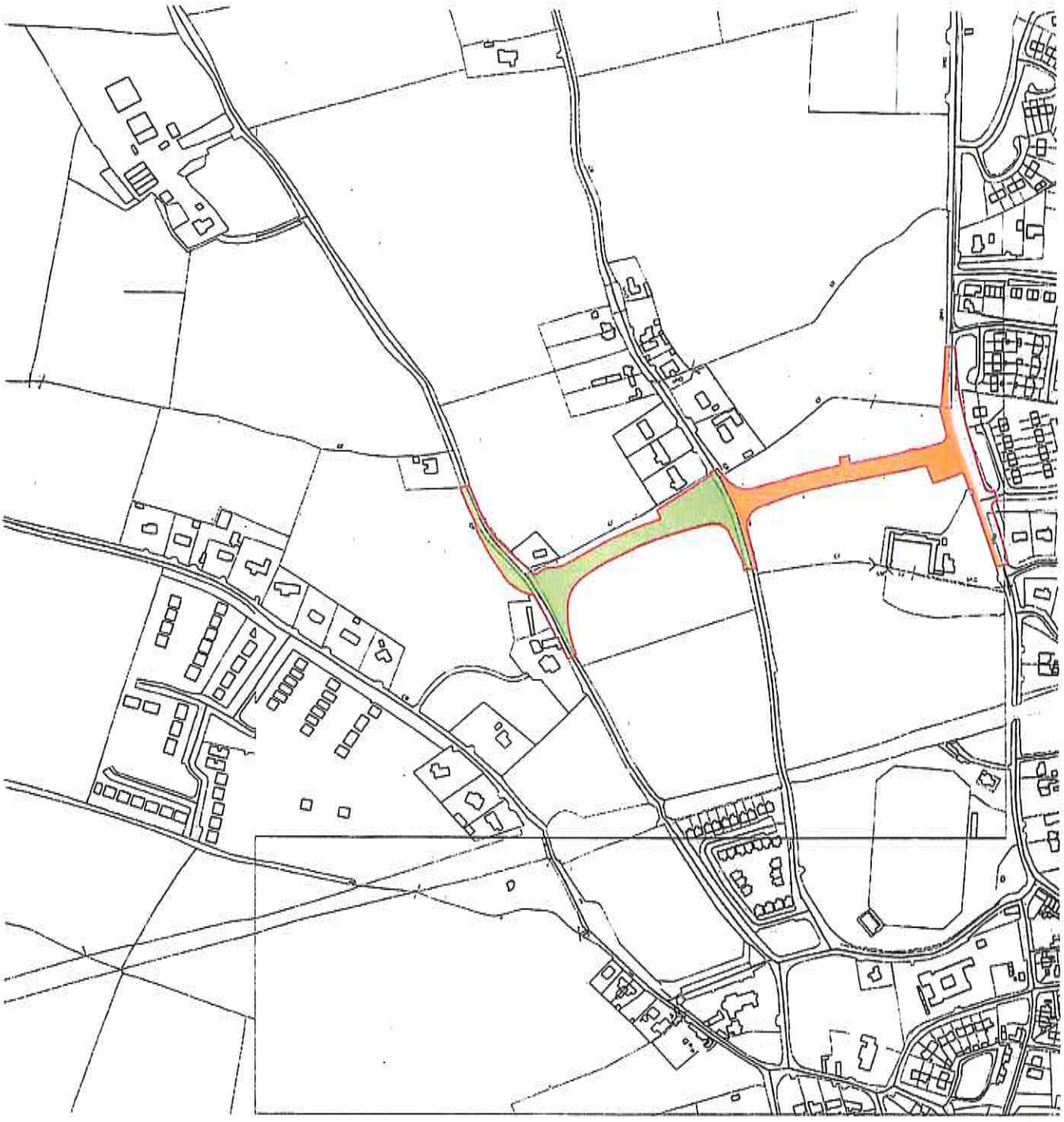
Mary Therese Smyth
MARIE THERESE SMYTH
12 TORRENT BUSINESS PARK,
DONAGHMORE, CO TYRONE, BT70 3BF
OFFICE MANAGER

PRESENT when the Corporate Seal
of the **COUNCIL** was affixed to this Deed
and this Deed was delivered:

COUNTY MANAGER

NOMINATED MEMBER

PLAN 'A'



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LEGEND

EXTENT OF LANDS WITHIN FOLIOS KE7709, KE12361F, KE41031F FOR ROAD INFRASTRUCTURE WORKS

EXTENT OF LANDS WITHIN FOLIO KE13936F FOR ROAD INFRASTRUCTURE WORKS

DRAFT COPY
FOR COMMENT
EXCLUDES PIPE CONNECTION
TO PUMP HOUSE

'MAP 3'

NOTES:
DO NOT SCALE FROM DRAWING. WORK TO FIGURED DIMENSIONS ONLY. ARCHITECT TO BE NOTIFIED OF ALL DISCREPANCIES

REVISIONS

Southgreen Mapping
Map 03

1:2500 @ A4

15021