

UISCE ÉIREANN

AGREEMENT RELATING TO THE DIVERSION OF A SEWER

Between

UISCE ÉIREANN

And

OVAL TARGET LTD

DIV26115

ST TERESA'S LANDS, TEMPLE HILL, BLACKROCK, CO. DUBLIN

THIS AGREEMENT is made on the

day of

202

BETWEEN

1. **UISCE ÉIREANN**, a designated activity company incorporated in Ireland with company registration number 530363 and having its registered office at Colvill House, 24-26 Talbot Street, Dublin 1 ("**Uisce Éireann**"); and
2. **Oval Target Ltd**, with company registration number 608251 and having its registered office at First Floor, 55 Percy Place, Dublin 4, Co. Dublin, D04E1W7 (the "**Developer**").

WHEREAS: -

- (1) The Developer has an interest in land through which public sewers vested in Uisce Éireann run.
- (2) The Developer has requested the permission of Uisce Éireann to alter or remove the sewers to enable the Developer to carry out a proposed improvement of the said land.
- (3) Uisce Éireann has agreed to allow the developer to divert the sewer(s) to facilitate the proposed improvement.
- (4) The land is shown edged red on the drawing number C2-1 - Foul and Surface Water annexed hereto in Part 1 of the Schedule and is hereinafter referred to as the "**Land**".
- (5) The Developer and Uisce Éireann have agreed to secure the replacement of the existing sewer(s) by means of the laying and the connection of the lengths of new public sewer (hereinafter called the "**Works**" which includes the carrying out of the works described in Part 4 of the Schedule hereto) approximately in the position and at the levels indicated on drawing number C2-10 - Long Sections annexed hereto in Part 1 of the Schedule (which said lengths of sewer and the said works are hereinafter referred to as the "**Diverted Sewer**").
- (6) The Developer and Uisce Éireann have agreed subject as hereinafter appears that the Works shall be undertaken at the Developer's expense either by the Developer or by a contractor of the Developer's choice in accordance with this Agreement.
- (7) The design of the Diverted Sewer has been undertaken by or on behalf of the Developer and Uisce Éireann will issue a statement of no objection in respect of the design before the commencement of the Works.

NOW it is hereby agreed by and between the parties hereto: -

1. The parties hereto shall take steps to secure the provision of the Works, in accordance with the conditions of this Agreement and in accordance with a programme and design to be prepared by the Developer and agreed in writing between the Developer and Uisce Éireann.
2. The Diverted Sewer shall belong to the Developer until such time as Uisce Éireann procures that flows begin to pass through the Diverted Sewer, in accordance with Clause 20 hereof. At the time that flows begin to pass through the Diverted Sewer, the Developer agrees that the Diverted Sewer shall be vested

in Uisce Éireann as a public sewer, and this Clause 2 shall constitute a vesting declaration in respect of the Diverted Sewer.

3. The Developer shall enter into a deed of grant of easement with Uisce Éireann in the form as set out at Part 5 of the Schedule hereto and the Developer shall provide all necessary maps, drawings, schematics or other document or certificates necessary to complete the grant of deed of easement to the satisfaction of Uisce Éireann, and having a protected strip of 11 metres in width (5 metres to either side of the Diverted Sewer) in respect of the Land to protect the ability of Uisce Éireann to access the Diverted Sewer and related sewers upon the Lands, such easement to be completed before the Works commence.
 - 3.1 The Developer agrees to irrevocably authorise and direct their appointed solicitor [Insert Solicitor Name] to give an undertaking in the form as set out in Schedule Part 7 hereto and to stamp and register the required deed or deeds. In consideration of their solicitor giving the foregoing undertaking, the Developer agrees to irrevocably undertake that they will not discharge their retainer as their solicitor(s) in connection with the foregoing matter unless and until the Developer has procured their effective release from the obligations imposed by such undertaking from Uisce Éireann. A copy of this authorisation shall be issued to Uisce Éireann prior to the commencement of the Works.
 - 3.2 The Developer's appointed solicitor will provide an undertaking in the form as set out in Schedule Part 8 hereto and will lodge the deed/transfer for stamping and to deal expeditiously with all related queries and issues raised by the Revenue Commissioners and as soon as practicable, to lodge the deed/transfer in the appropriate registry so as to ensure that Uisce Éireann's interests are appropriately registered and to furnish Uisce Éireann with the Land Registry dealing number (and consent to inspect the dealing if requested) and/or to confirm to Uisce Éireann in writing the date of lodgement in the Registry of Deeds and as soon as practicable following registration to furnish Uisce Éireann with confirmation of the completed registration application. This undertaking shall be issued to Uisce Éireann on the headed paper of the solicitors firm prior to the commencement of the Works.

DEVELOPER'S PRE-CONSTRUCTION OBLIGATIONS

4. The Developer shall submit to Uisce Éireann for approval the information contained in Part 2 of the Schedule hereto. The Developer shall at its own expense undertake the Works for and on behalf of Uisce Éireann under Uisce Éireann's inspection. The Developer shall carry out the Works in all respects in accordance with the design agreed by Uisce Éireann and the Design Standards listed in Part 3 of the Schedule hereto. The Developer shall not interfere with the operation of the existing sewer at any time during the Works without receiving written permission from Uisce Éireann that it is acceptable to do so.
5. The Developer may undertake the Works either directly or by a contractor/design team of the Developer's choice (the "**Contractor**") provided that Uisce Éireann must first be satisfied as to the appropriateness of the Contractor and the Contractor's ability to undertake the Works.
6. Prior to the commencement of the Works the Developer shall provide (a) a CCTV survey of the sewer to be diverted as well as any drain connected to that sewer and a copy of the DVD and associated report shall be supplied to Uisce Éireann as soon as reasonably practicable after the CCTV survey is completed; and (b) a detailed method statement from both the Developer's design team and Contractor incorporating

techniques and related information to be used in connection with the Works and the proposed abandonment of the existing sewers (including, if connection work is to be carried out by the Developer, the re-connection of any drains to the Diverted Sewer from the said existing sewers) along with the order in which work is to proceed and health and safety risk assessments, for approval in writing by Uisce Éireann. Any amendments to the method statements referred to in this Clause 6 during the course of the Works shall be agreed in writing in advance of that amended method statement being put into operation in connection with the Works.

7. Prior to the commencement of the Works the Developer must ensure that it and the Contractor hold a pre-construction site meeting with Uisce Éireann (having given at least 14 days' notice in writing to Uisce Éireann) in order to agree a start date, construction practices, and arrangements for inspections by or on behalf of Uisce Éireann. The start date shall be confirmed in writing by Uisce Éireann. No part of the Works shall be commenced until Uisce Éireann has provided written confirmation of the start date.
8. The Works must be carried out strictly in accordance with the programme and design, method statement, construction practices, inspection arrangements and risk assessments that have been previously agreed in writing with Uisce Éireann.

LAND ENTRY

9. Neither the Developer nor the Contractor may take entry nor carry out any works in pursuance of this Agreement onto any land (a) which is not in the ownership of the Developer or (b) which forms part of a road (as defined in section 2 of the Roads Act 1993) unless (i) the Developer or the Contractor gets the consent in writing from the owner of the lands; (ii) the road forms part of the Land; or (iii) the Developer or the Contractor obtains a road opening licence in respect of the works in question.
10. There shall be no requirement for Uisce Éireann to serve upon the Developer statutory notice of entry onto the Land in respect of the Works, or in respect of the work which shall take place pursuant to Clause 20 hereof, the Developer hereby acknowledging that completion of this Agreement constitutes notice under Section 271 of the Public Health (Ireland) Act 1878.
11. The Developer shall arrange for Uisce Éireann and its agents and contractors to have access at all reasonable times and with reasonable notice to Developer to the areas where the Diverted Sewer is being constructed. The Developer shall, at its own cost, provide all relevant plant, equipment (including safety equipment) signing, guarding, lighting and personnel whilst Uisce Éireann is on the Land pursuant to the provisions of this Agreement. Uisce Éireann (including its agents and contractors) shall have the right at all times to enter upon and temporarily occupy so much of the Land as may be reasonably required for completing any works incidental to laying and/or connecting the Diverted Sewer and Uisce Éireann may break open or otherwise interfere with the Land so far as may be reasonably necessary for the purposes aforesaid or for the purpose of making connection to the Diverted Sewer or for examining, inspecting, maintaining, altering, repairing, renewing or removing sewers or drains. Uisce Éireann (including its agents and contractors) shall also have the right at all reasonable times and with reasonable notice to Developer to enter upon and temporarily occupy so much of the Land as may be required in order to inspect the Works, observe the carrying out of the Works or rectify defects.

UISCE ÉIREANN'S RIGHT TO TERMINATE

12. If it becomes necessary to construct any part of the Diverted Sewer (including any associated re-connection of drains) in land which (a) is not in the ownership of the Developer or (b) forms part of a road and (i) that part of the road does not form part of the Land and (ii) neither the Developer nor the Contractor obtains the necessary consents as set out at Clause 9 of this Agreement or a road opening licence in respect of the works referred to above in this Clause 12, then Uisce Éireann shall have the right to terminate this Agreement and refund any payments received, on giving to the Developer 7 days' notice in writing. Uisce Éireann shall be entitled to deduct from such payments all abortive expenditure incurred by Uisce Éireann as detailed by Uisce Éireann in a certificate giving a breakdown of such abortive expenditure. If the amount of abortive expenditure exceeds the amount of any payments that have been received from the Developer, then the Developer shall pay to Uisce Éireann upon demand the difference between those two sums.

PROJECT SUPERVISOR CONSTRUCTION STAGE ("PSCS") AND PROJECT SUPERVISOR DESIGN PROCESS ("PSDP")

13. The Developer elects to be treated for the purposes of the Safety, Health and Welfare at Work (Construction) Regulations 2013 (the "SHW Regulations") as the only client (and Uisce Éireann agrees with such election by the Developer). The Developer accepts and understands its duties and responsibilities pursuant to the SHW Regulations including its obligation as a client to appoint a PSCS and PSDP.

DEVELOPER'S OBLIGATIONS DURING CONSTRUCTION

14. The Developer shall ensure that all operations necessary to carry out the Works shall be carried on so as not to interfere unnecessarily or improperly with public convenience or access to or use or occupation of public or private roads and footpaths and the Developer shall indemnify Uisce Éireann in respect of all claims demands proceedings damages costs charges and expenses whatsoever arising out of or in relation to any such matters.
15. The Developer shall ensure that the Works shall be carried out without unreasonable noise and disturbance. The Developer shall indemnify Uisce Éireann from and against any liability for damages on account of noise or other disturbance created while carrying out the Works and from and against all claims demands proceedings damages costs charges and expenses whatsoever in regard or in relation to such liability.
16. The Developer shall throughout the progress of the Works have full regard for the safety of all persons and shall carry out the Works in a manner appropriate to the avoidance of risks to all persons who may be affected thereby. The Developer shall be responsible for ensuring that the Works are carried out in full compliance with all relevant health and safety legislation.
17. The Developer shall be responsible for ensuring that the works are carried out in full compliance with all relevant waste management and environmental legislation.
18. The Developer shall ensure that appropriate and adequate insurance cover is in place throughout the duration of the Works in relation to the matters referred to in Clauses 14, 15, 16 and 17. The Developer shall within five days following a written request from Uisce Éireann, furnish Uisce Éireann with evidence

that the insurances referred to below are being maintained in accordance with this Clause 18. The following insurance levels are required:

- Employers Liability insurance cover with a minimum indemnity limit of €13million any one accident/occurrence unlimited in the period of insurance.
- Public/Products/Pollution Liability insurance cover with a minimum indemnity limit of €6.5million any one accident/occurrence unlimited period of insurance under the Public Liability and in the aggregate, in respect of Products & Pollution Liability.
- Contractors "All Risks" insurance for the full reinstatement value of the proposed works in respect of any one claim.
- Motor insurance cover with a minimum third-party property damage limit of €6.5million for all vehicles owned, leased, rented or run by the applicant (to include tools of trade use) in connection with the services to be provided by it.
- Professional Indemnity insurance cover with a minimum indemnity of €6.5million in respect of any one claim and in the aggregate.

The Public/Products/Pollution Liability and Contractors "All Risks" policies detailed above must include a specific indemnity to Uisce Éireann.

The Developer shall obtain all necessary permits and consents to carry out the Works.

19. To agree any changes in the Diverted Sewer, or to discuss proposals to rectify any notified defects, the Developer (or the Contractor on behalf of the Developer) must give a minimum of 3 days (excluding Saturdays, Sundays and public holidays) notice in writing to Uisce Éireann (or such shorter period as Uisce Éireann may agree). A meeting involving the Developer the Contractor and Uisce Éireann must then be held and Uisce Éireann's written consent must be obtained by the Developer before any change to the Diverted Sewer is started.

POST-CONSTRUCTION

20. Following construction of the Diverted Sewer and after Uisce Éireann has inspected the Diverted Sewer and is satisfied that the Works have been properly carried out in accordance with this Agreement, the Developer shall seek Uisce Éireann's written consent to put the Diverted Sewer into operation and the Developer shall ensure that, until such time as Uisce Éireann's written consent is obtained, no flows shall pass through the Diverted Sewer. In accordance with Clause 2 of this Agreement, the Developer agrees that the Diverted Sewer shall become vested in Uisce Éireann as a public sewer at the time that flows begin to pass through the Diverted Sewer.
21. The use of the existing public sewers that are being replaced by the Diverted Sewer shall be abandoned in accordance with the method statement referred to in Clause 6 hereof and discontinued upon the diversion of flows into the Diverted Sewer following the issuing of the consent referred to in Clause 20 hereof.
22. On the completion of the Works (and including the connection(s) to be carried out either by the Developer or by Uisce Éireann) the Developer shall clear away and remove all surplus material and rubbish of every

kind from that part of the Land that is affected by the Diverted Sewer and shall ensure that all trenches and excavations are backfilled and consolidated so as to provide appropriate support for the Diverted Sewer and shall leave the land through which the Diverted Sewer has been laid including all working areas in a clean and workmanlike condition to Uisce Éireann's satisfaction.

23. The Developer shall execute or secure the execution of all works of repair reconstruction rectification and making good of defects imperfections shrinkages or other faults in respect of the Diverted Sewer (excluding where such reconstruction rectification or making good of defects is as a result of construction works carried out by Uisce Éireann pursuant to Clause 20 hereof) as may be required of the Developer in writing by Uisce Éireann within a period of twelve months from the date of completion of the Works as certified by Uisce Éireann. All such works shall be carried out at the Developer's expense. If the Developer shall fail to execute or secure the execution of works as aforesaid Uisce Éireann shall be entitled to carry out such works and shall be entitled to recover from the Developer the expenses and/or costs incurred by Uisce Éireann.
24. A CCTV survey of the Diverted Sewer is to be carried out by the Developer and a copy of the DVD and associated report supplied to Uisce Éireann on completion of the Works. A list of any defects discovered will be supplied to the Developer by Uisce Éireann. The Developer must provide proof that any such defects have been remedied prior to the return of the balance (if any) of the Diverted Sewer Bond referred to in Clauses 29, 30 and 31.
25. The Developer shall within 14 days of completion of the Works provide "as constructed" drawings of the Diverted Sewer in Autocad and PDF formats and containing such information as is required by and acceptable to Uisce Éireann, and a safety file to include services plans, ground condition information, evidence of tests undertaken as part of the construction works and information on unusual construction (such as pile and beam, deep manholes).

FINANCIAL ARRANGEMENTS

26. Any invoices or requests for payment by the Contractor shall be made directly to the Developer (and not to Uisce Éireann) who shall reimburse the Contractor in accordance with Developer's agreement with the Contractor direct for all costs fees and expenses he incurs in relation to the Works and shall indemnify Uisce Éireann against any claims made against Uisce Éireann by the Contractor arising from the Works.
27. Subject to the provisions of Clause 31 hereof no sums whatsoever shall under any circumstances become payable or allowable by Uisce Éireann to the Developer following the Works.
28. The Developer shall ensure that the Contractor is made fully aware of the matters contained in Clauses 4 to 25 inclusive hereof and shall take all steps to ensure that the Contractor complies therewith.
29. On or before the execution of this Agreement and before the Works commence, the Developer shall pay to Uisce Éireann the sum or sums as set out in Part 6 of the Schedule hereto, being Uisce Éireann's estimated costs relating to professional charges, administration, contract management, design, inspection, connections and such other costs as Uisce Éireann may reasonably incur in connection with the Works performed by the Developer under this Agreement (such costs being hereinafter called " Uisce Éireann's Costs").
30. [Not used]

31. In the event that Uisce Éireann incurs Default Costs (see below) at any time up to 12 months from completion of the Works, Uisce Éireann shall issue an invoice to the Developer for the difference between Uisce Éireann's Costs and the costs Default Costs. The Developer shall discharge the relevant invoice by the date specified thereon.

"Default Costs" means costs which by Uisce Éireann may incur in (a) undertaking any works of construction reconstruction maintenance rectification or repair or making good of defects imperfections shrinkages or other faults by reason of the Developer or the Contractor failing to complete in a good and workmanlike manner and in accordance with the specification aforesaid the entirety of the Diverted Sewer or (b) towards invoices or sums payable by virtue of any actions, claims or demands made against Uisce Éireann by any third party as a result of any act or default by the Developer or the Contractor.

32. [Not used]

33. All amounts payable under this Agreement are inclusive of any applicable Value Added Tax and may be subject to other lawful taxes or levies applicable by reason of the performance of the Agreement and the Parties agree that an amount equal to any applicable lawful taxes or levies lawfully chargeable in respect of the performance of the Agreement shall be payable or repayable, as the case may be, at the same time as those sums.

34. The Developer shall bear and indemnify Uisce Éireann against all claims demands proceedings damages costs charges or expenses or losses arising from the Works or any act or default of the Developer or the Contractor or any of their service agents or workmen in relation to the Works.

GENERAL PROVISIONS

35. Any certificate statement or other document specified under this Agreement shall be deemed sufficiently delivered to the recipient party if delivered personally or sent by pre-paid post to the recipient party at that party's aforementioned address or sent by email to the email address to be notified by each party to the other for the purpose of receiving notices under this Agreement. A certificate statement or other document sent by post in this way shall be deemed to be delivered at the time when in due course of post it would be delivered at the address to which it was sent, or if sent by email at the time that the email enters the email system of the recipient provided no error message indicating failure to deliver is received by the sender.
36. Where a dispute exists between Uisce Éireann and the Developer under or in relation to this Agreement, either party may serve upon the other a notice setting out the nature of the dispute, following receipt of which the parties shall refer the matter to appropriate senior representatives of each party, who shall meet and attempt to resolve the dispute.
37. If the dispute remains unresolved by senior representatives for 28 days following service of the notice, either party may refer the matter to the Mediator's Institute of Ireland ("MII") to appoint a mediator in order that the dispute be referred to mediation.
38. If the parties agree to mediation, the parties shall meet with the mediator within 14 days of his appointment (or such period as may be determined by the mediator or by MII) in order to agree a programme for the exchange of all relevant information and the structure to be adopted for the mediation.

Unless agreed otherwise, the mediation and all correspondence and documentation connected with it, including any settlement or agreement relating to it, shall be conducted in confidence.

39. If the parties fail to reach agreement on the resolution of the dispute within 28 days of the mediator being appointed (or such longer period as may be agreed in writing between the parties), or if the parties did not agree to mediation, either party may commence court proceedings.
40. This Agreement together with the Schedule and correspondence attached hereto (which correspondence shall indicate and confirm matters agreed between the Developer and Uisce Éireann in relation to the obligations contained within this Agreement and its Schedule) sets out the entire agreement and understanding between the parties in relation to the alteration or removal of a public sewer to facilitate a proposed improvement of the Land.
41. This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Any party may enter into this Agreement by signing any such counterpart.
42. The provisions of this Agreement are governed and interpreted in accordance with Irish Law and, subject to Clauses 36-39 hereof, the parties submit to the exclusive jurisdiction of the Irish courts, but any judgment of such court may be enforced in any court of competent jurisdiction.

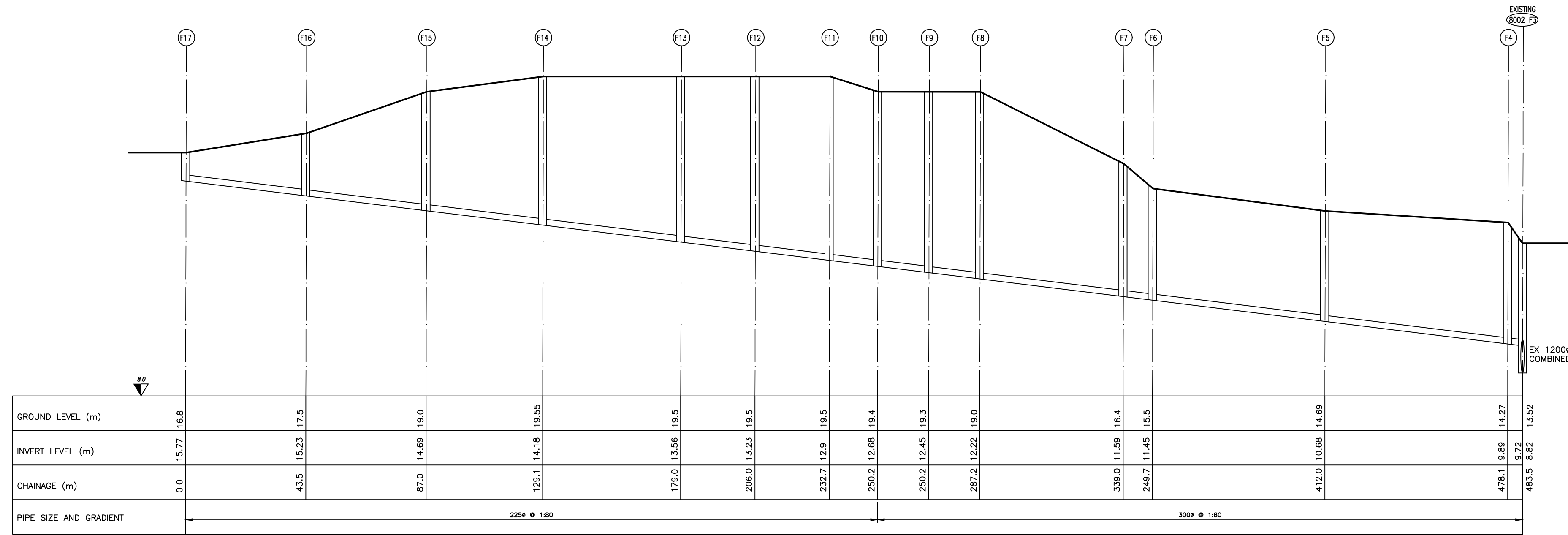
SCHEDULE

Part 1 – THE LAND

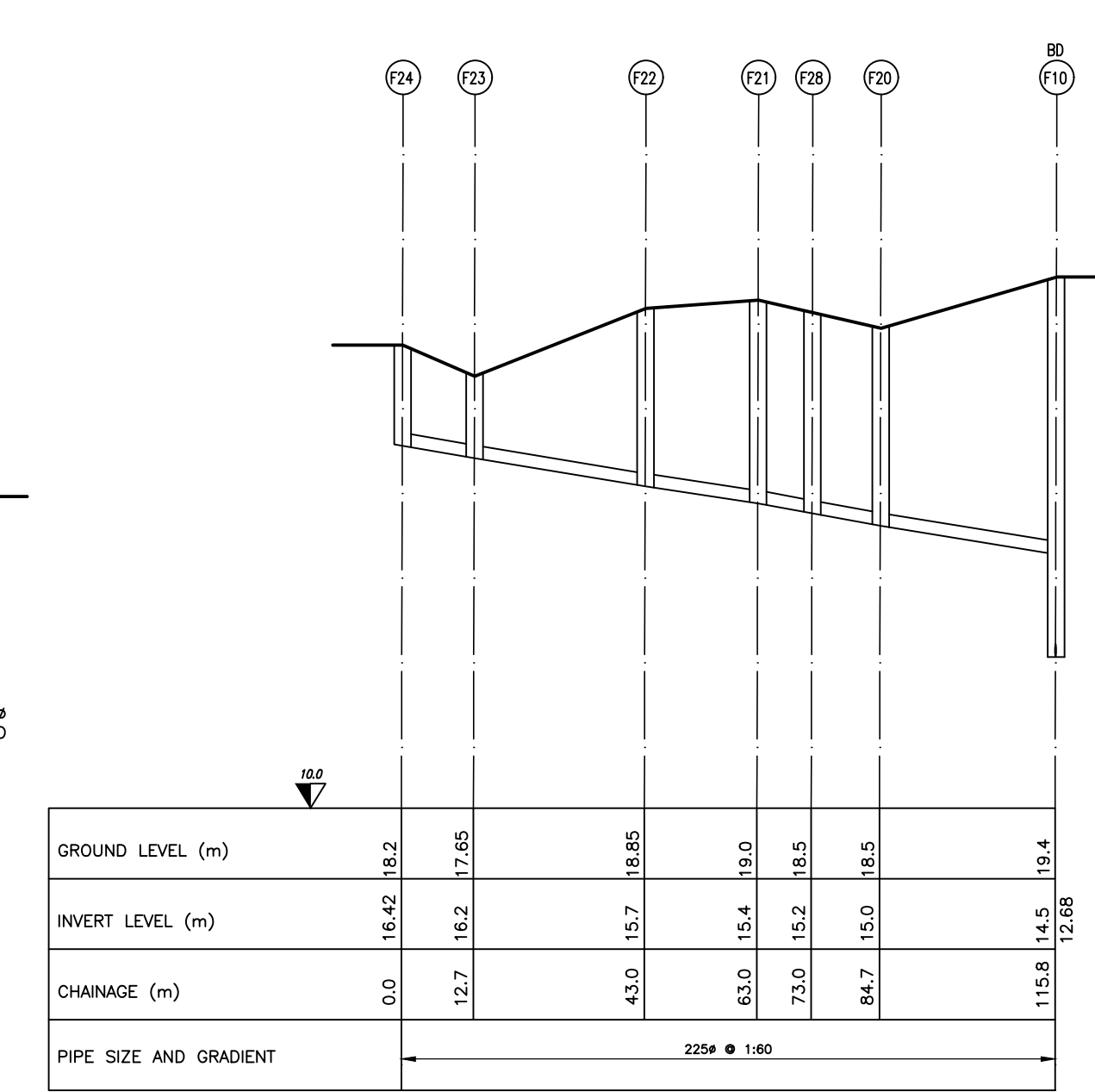
C2-1 - Foul and Surface Water

C2-10 - Long Sections

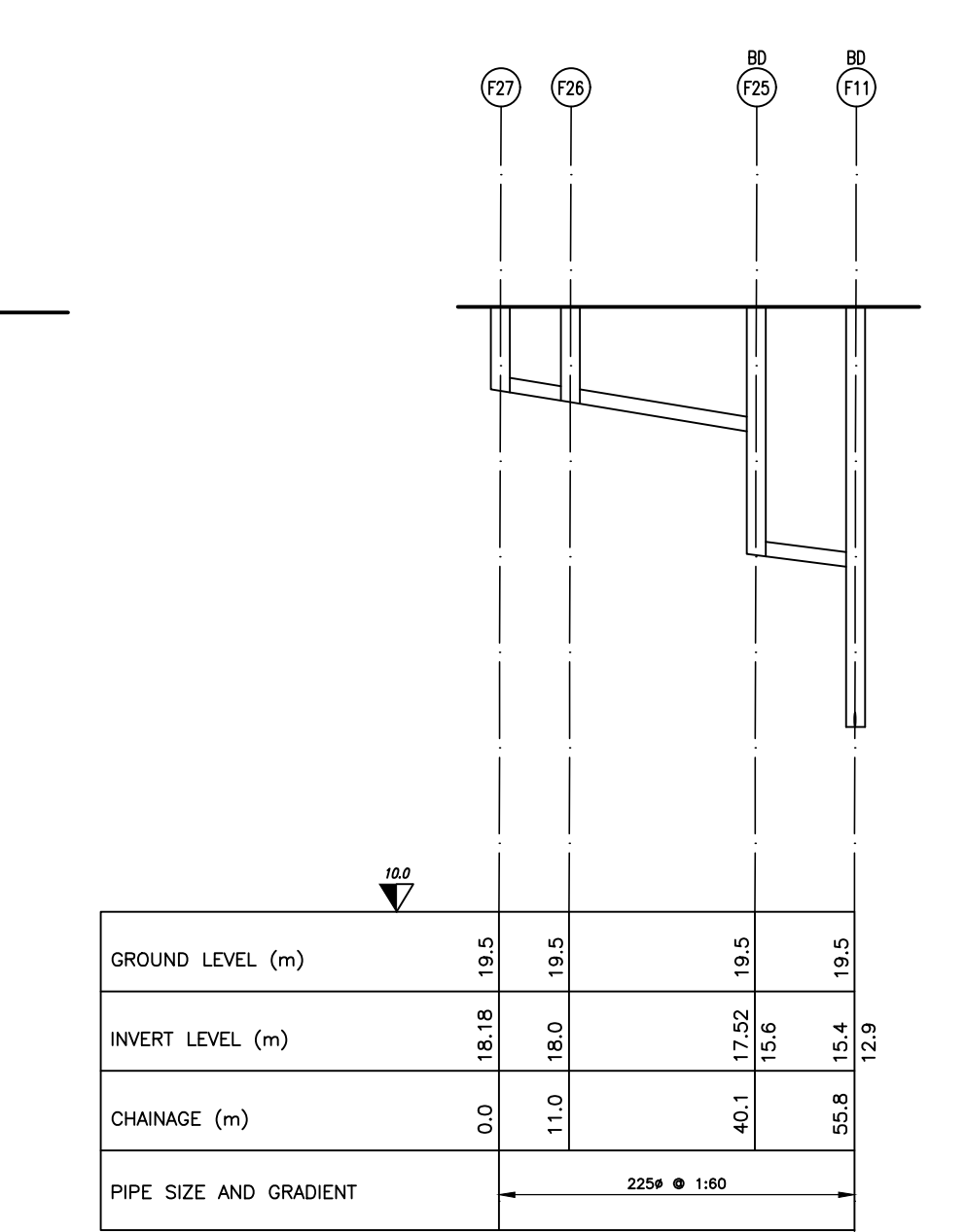
DO NOT SCALE DRAWING



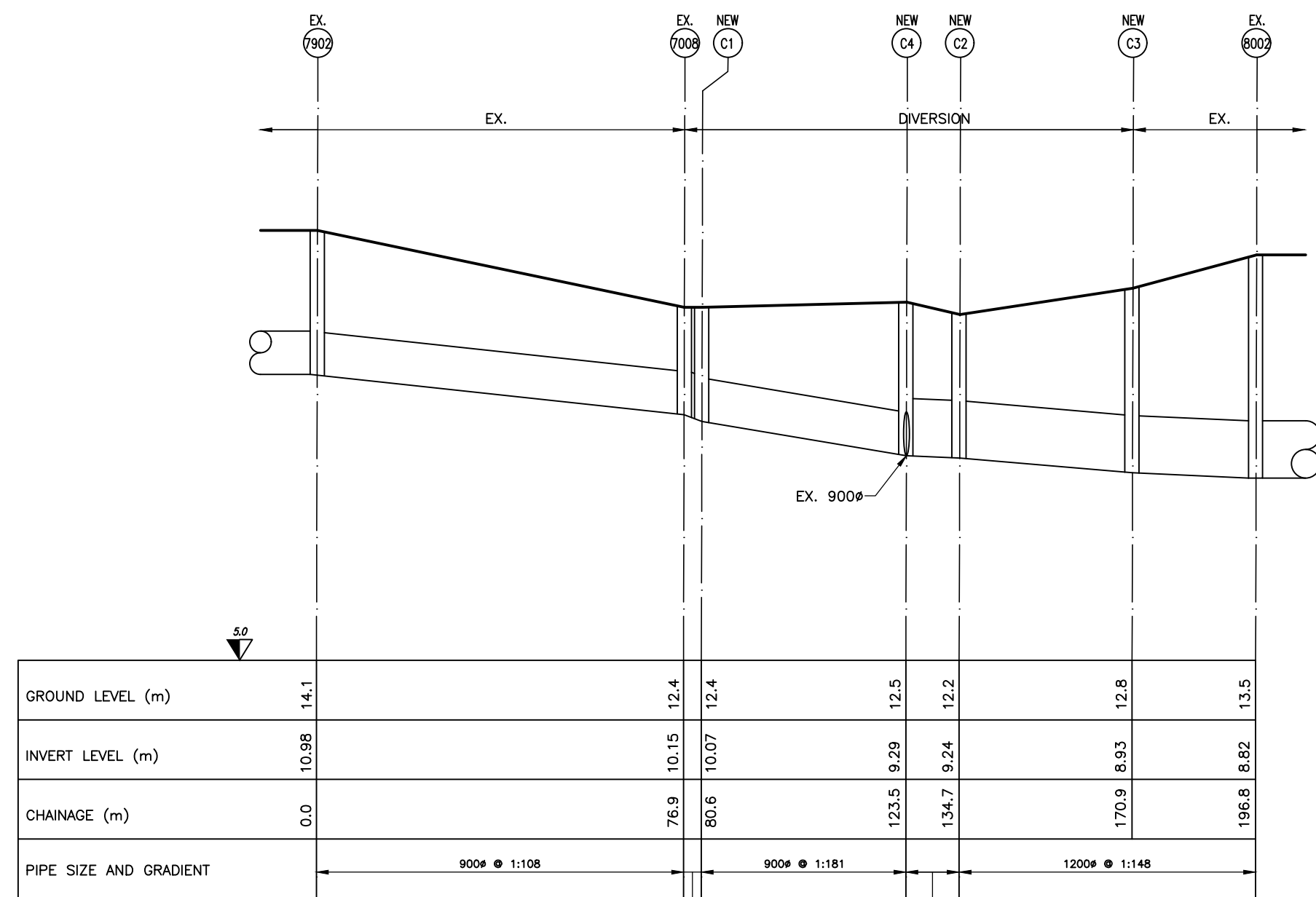
1 PR. LONGITUDINAL SECTION THROUGH F.W. SEWER
SCALE 1:1000H 1:100V



2 PR. LONGITUDINAL SECTION THROUGH F.W. SEWER
SCALE 1:1000H 1:100V



3 PR. LONGITUDINAL SECTION THROUGH F.W. SEWER
SCALE 1:1000H 1:100V



4 PR. LONGITUDINAL SECTION THROUGH DIVERTED COMBINED SEWER
SCALE 1:1000H 1:100V

D	ISSUED FOR PLANNING STAGE III	AB	16.01.26
C	ISSUED TO UISCE EIREANN	AB	11.12.25
B	ISSUED TO JBA AND UISCE EIREANN	AB	14.11.25
A	ISSUED FOR PLANNING STAGE II	AB	22.08.25
Rev	Revision details	By	Date

Drawn by:	POS	For discussion
Design by:	JJC	For tender
Check by:	JJC	For construction

JJ Campbell & Associates
Consulting Civil & Structural Engineers

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info@jcc.ie

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INTERNATIONAL CERTIFICATION NETWORK

MEMBER OF

Client
OVAL TARGET LTD.

Architect
OMP

Project Name
**St TERESA'S LANDS TEMPLE HILL
MONKSTOWN
BLACKROCK, Co DUBLIN**

Drawing Title
**PROPOSED LONGITUDINAL
SEWER THROUGH S.W. SEWER**

Original Drawing Size : A1
Scale : AS SHOWN
Copyright © JJ Campbell & Assoc

Project No.
2511-01

Drawing No.
C2-10

Part 2 – DESIGN DETAILS TO BE PROVIDED

Ground Conditions (Soil and Groundwater)

Existing Asset Survey Information

For the proposed works:

- Plan Layout Drawings and Detailed Drawings
- Longitudinal Pipeline Sections (Trunk and Laterals)
- Tie-in Details
- Manhole Details
- Materials proposed and Durability
- Structural and Geotechnical Design
- Provision for Access
- Proximity of Diverted Sewer to Proposed Permanent Structures
- Outline of Proposed Method of Construction
- Outline Main Temporary Works Items envisaged (Dewatering, Utility Diversions)
- Outline Proposed Management of Flows, (Over-Pumping for example), to be based on Consultation with Uisce Éireann Operations Department
- Design Risk Assessments
- Traffic Management Plan

Part 3 – DESIGN STANDARDS

Civil Engineering Specification for the Water Industry (CESWI)

Uisce Éireann Standards/Specification in place at the date of this Agreement including Uisce Éireann's Standard Details and Codes of Practice which may be found at <https://www.water.ie/connections/developer-services/>

BS 9295:2010: Guide to the structural design of Buried Pipelines

IS EN 752: Drain and Sewer Systems Outside of Buildings

IS6: Concrete Sewer Pipes

Part 4 – DESCRIPTION OF WORKS

The Works required in order to facilitate the development at **St Teresa's Lands, Temple Hill, Blackrock, Co. Dublin** are shown on Drawing No. C2-1 - Foul and Surface Water and include the following:

Design and construction of the Diverted Sewer to include:

1. a diversion to the existing wastewater network including all manholes and described as approximately 50m of 900mm Concrete wastewater gravity sewer and 74m of 1200mm Concrete wastewater gravity sewer to replace the existing 900mm and 1200mm Concrete wastewater network – Works by Developer;
2. if applicable, obtaining any required road opening licence (costs to be borne by the Developer) – Works by Developer;
3. retention of any and all known and unknown existing individual service connections – Works by Developer;
4. no vertical load is imposed by any structure onto non-load bearing components such as Uisce Éireann's Diverted Sewer – Works by Developer;
5. excavation may be carried out without impairing the integrity of adjacent buildings or other infrastructure including bringing footings or foundations to below the invert of the Diverted Sewer. This is to allow for future access and maintenance of the Diverted Sewer – Works by Developer;
6. all testing of the Diverted Sewer including cleaning, CCTV post construction and air, smoke or dye testing (if required). A CCTV survey is required prior to construction to confirm existing individual service connections – Works by Developer;
7. final connection ('tie in') of the Diverted Sewer to the existing wastewater network either at manholes or direct connection as appropriate – Works by Developer. Final connection will only be permitted following Uisce Éireann being satisfied that:
 - a. all pre connection requirements have been met;
 - b. all final documents (as defined in the Uisce Éireann Codes of Practice) have been submitted and are deemed satisfactory;
 - c. the Diverted Sewer is to an acceptable standard; and
 - d. the Diverted Sewer is fit for purpose.
8. backfilling and reinstatement following construction, testing and commissioning of the Diverted Sewer – Works by Developer;
9. decommissioning, safe removal and disposal of the existing redundant section of wastewater network – Works by Developer;
10. flows in the existing wastewater network are to be maintained at all times until such time as the Diverted Sewer is put into operation – Works by Developer.
11. the Developer shall, prior to the commencement of the construction of the development, enter into a separate Connection Agreement with Uisce Éireann.

All the Works shall be carried out in accordance with Uisce Éireann's Standard Details and Codes of Practice which may be found at <https://www.water.ie/connections/developer-services/>

Part 5 – DEED OF GRANT OF EASEMENT

**Part 6 - UISCE ÉIREANN'S ESTIMATE OF THE EXPENDITURE TO BE INCURRED IN LAYING
CONSTRUCTING AND (WHERE APPLICABLE) CONNECTING THE DIVERTED SEWER**

Item	Amount
Uisce Éireann's Costs	€2,183.00

Part 7 - WORDING OF IRREVOCABLE AUTHORITY TO BE GIVEN BY DEVELOPER TO THEIR SOLICITOR

I/We hereby irrevocably authorise and direct you to give an undertaking in the form attached, and in consideration of your giving the foregoing undertaking, I/we hereby undertake that I/we will not discharge your retainer as my/our solicitor(s) in connection with the foregoing matter unless and until I/we have procured your effective release from the obligations imposed by such undertaking from Uisce Éireann.

Part 8 - WORDING OF SOLICITORS UNDERTAKING TO BE GIVEN ON HEADED PAPER OF THE SOLICITORS FIRM

I hereby undertake that within the time prescribed by law to lodge the deed/transfer for stamping and to deal expeditiously with all related queries and issues raised by the Revenue Commissioners and as soon as practicable, to lodge the deed/transfer in the appropriate registry so as to ensure that Uisce Éireann's interests are appropriately registered and to furnish Uisce Éireann with the Land Registry dealing number (and consent to inspect the dealing if requested) and/or to confirm to Uisce Éireann in writing the date of lodgement in the Registry of Deeds and as soon as practicable following registration to furnish Uisce Éireann with confirmation of the completed registration application.

DIVERSION AGREEMENT – EXECUTION PAGE

AS WITNESS WHEREOF this agreement has been executed by the parties on the day and year first above written.

SIGNED

Print Name:

being duly authorised to sign this Agreement on behalf of the **DEVELOPER**

SIGNED

Print Name:

being duly authorised to sign this Agreement on behalf of **UISCE ÉIREANN**