

# ATTACHMENT 3-4- Site Ownership Arrangements

Dated the first day of January 2020

## LEASE OF AGRICULTURAL LAND AND BUILDINGS

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

**Disclaimer: It is strongly recommended that you take legal advice before signing this document.**

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

## SCHEDULE OF CONTENTS

1.	Parties	3
2.	Demise and Rents	3
3.	Interpretation	4
4.	The Tenant's Obligations	5-7
5.	The Owner's Obligations	7
6.	Termination	7-8
7.	Dispute Resolution	8-9
8.	Provisos	9-10
9.	First Schedule(Description of the Lands been let)	11
10.	Second Schedule (The Owner's Exceptions and Reservations)	12
11.	Third Schedule (Term and Rent)	13
12.	Fourth Schedule (Rent Review)	14-15
13.	Fifth Schedule (Works permitted as part of the Permitted User)	16
14.	Sixth Schedule (Works prohibited entirely)	17
16.	Renunciation	19

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

## LEASE OF AGRICULTURAL LAND AND BUILDINGS

DATED 1<sup>st</sup> DAY OF JANUARY 2020

### 1. PARTIES

A. Patrick Ryan of Ballyfauskeen (also spelt Ballyfaskin), Ballylanders, Co Limerick

("the Owner")

And

B. Ballyfaskin Enterprises Ltd, of Ballyfauskeen (also spelt Ballyfaskin), Ballylanders, Co Limerick

("the tenant")

### 2. DEMISE AND RENTS

A. The Owner in consideration of the Rent set out in the Third Schedule (including any increase due to a rent review as provided for in Fourth Schedule and any other sums payable by the Tenant under this Lease:

- (i) **DEMISES** to the Tenant the agricultural lands described in the First Schedule to this lease ("the Agricultural land and buildings");
- (ii) **EXCEPTING AND RESERVING** to the Owner the rights set out in the Second Schedule to this Lease.

B. The Tenant will hold the agricultural lands for the term of years set out in the Third Schedule to this Lease ("the Term") **AND PAY** to the Owner during the Term:

- (i) Yearly (or proportionately for any fraction of a year) the Rent (or any increased rent that becomes payable due to a rent review) as directed by the Owner by equal annual payments in advance on the Annual Gale Days;
- (ii) All sums (including the cost of periodic valuations for insurance purposes) which the Owner pays for insuring the Agricultural land and buildings, to be paid on demand;
- (iii) Any other sum recoverable by the Owner as costs or expenses under this Lease, to be paid on demand.

### 3. INTERPRETATION

- 3.1 The expressions “the Owner” and “the Tenant” include their successors in title.
- 3.2 Any covenant by the Tenant not to do any act includes an obligation not to permit such act to be done and to use best endeavours to prevent any other person from doing such act.
- 3.3 References to any right of the Owner to have access to or entry on the agricultural lands include a right for all persons authorised by the Owner, including agents, professional advisers, contractors, workmen and others.
- 3.4 Any reference to a statute (whether specifically named or not) or to any sections or sub-sections includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given thereunder.
- 3.5 Any reference to a clause, sub-clause or schedule means a clause, sub-clause or schedule of this Lease.
- 3.6 If any term or provision in this Lease is held to be illegal or unenforceable in whole or in part, that term will be deemed not to form part of this Lease but the enforceability of the remainder of this Lease is not affected.

For inspection purposes only.  
Consent of copyright owner required for any other use.

4. **THE TENANT AGREES AND COVENANTS WITH THE OWNER: -**

- (1) To pay the Rent (and any adjustments in accordance with the Rent Review provisions set out in the Fourth Schedule and any VAT on the Annual Gale Days without any deduction or set off.
- (2) To pay all existing and future rates, taxes, charges, outgoings and impositions imposed on or which become payable in respect of the agricultural lands during the Term and any Value Added Tax which may become payable in respect of this Lease.
- (3) To keep in good and substantial repair order and condition (using suitable materials) any buildings upon the agricultural land and all fixtures and fittings, spouting and fall pipes, fences, walls, pumps, gates, posts, stiles, bridges, culverts, wells, ponds, banks, watercourses, ditches, drains, waterworks, dams and roads.
- (4) To maintain the hedges and boundaries in stock proof condition.
- (5) To scour and cleanse as necessary all wells, ponds watercourses ditches and drains.
- (6) To paint or treat with effective preservatives when necessary all the inside and outside wood and iron work of any buildings on the agricultural land and all gates posts and fences which have been usually painted or treated.
- (7) To give back and yield up the agricultural land and all buildings in clean and good and substantial repair order and condition when this Lease terminates.
  - (a) That the construction of any new buildings or repair of existing buildings will be agreed in advance with the owner.
  - (b) Any new buildings constructed by the tenant on the site will be owned by the owner when lease is terminated.
- (8)
  - (a) To manage the agricultural land at all times in accordance with the rules of good agricultural state and practice until the Lease terminates.
- (9) To preserve all growing timber and other trees from injury.
- (10)
  - (a) Not to commit or allow any wilful or voluntary waste spoil or destruction on the agricultural land.
  - (b) In the management and use of the agricultural land and buildings to have regard to the environment and accepted and prevailing standards of care aimed at avoiding pollution in all its forms.
- (11)
  - (a) Not to do or allow to be done on the agricultural land and buildings any act or thing which:
    - (i) may make void or voidable any policy of insurance effected by the Owner under the provisions of sub Clause 5(3) of the Owner's Covenants section of this Lease;

- (ii) which shall or may increase the risk of fire to any of the buildings and fences on the Agricultural land and buildings but to take full and proper precautions to protect the buildings and fences from risk of damage by fire;
- (b)
  - (i) In particular not to install petrol, oil, gas or electric engines in any building without the previous consent of the Owner and his insurers;
  - (ii) To take all reasonable precautions for the storage of petrol paraffin oil or similar fuel or lubricants and to keep same in proper containers and wherever possible in a detached building;
  - (iii) To observe and perform every requirement of any Statute or rule or order or Bye Law of a competent authority with regard to the storage of such substances.
- (12) So far as possible to stop all encroachments on the agricultural land and buildings and immediately to inform the Owner thereof. In particular, the Tenant will use his best endeavours to prevent the acquisition of any rights of way public or private or easements over the Agricultural land and buildings or any part of it and to prevent any easement or right belonging to or used with the Agricultural land and buildings and granted under this Lease from being obstructed or lost.
- (13) (a) Not to assign, sublet or share possession of the whole or any part of the Agricultural land and buildings or enter into any conveyance or agreement in relation to the whole or any part of the Agricultural land and buildings without first obtaining the prior written consent of the Owner. The Owner will not unreasonably withhold consent to an application by the Tenant under this clause.  
(b) If the Owner consents to an assignment of this lease by the Tenant, the Tenant shall furnish to the Owner a certified copy of the signed assignment document within 14 days of it being signed by the Tenant and the assignee.
- (14) Not to use the Agricultural land and buildings for any purposes other than as land for agricultural purposes and any operations ancillary to that purpose as set out in the Fifth Schedule to this Lease. If the Tenant intends to use the Agricultural land and buildings for any other purpose, the prior written consent of the Owner must be obtained and such consent will not be unreasonably withheld.
- (15) To carry out on the Agricultural land and buildings in an efficient and workmanlike manner all works which pursuant to any decree or order of a Court of competent jurisdiction or any laws, Statute, Statutory Instrument, Directive, Regulation (including a Directive, regulation or order of any Local Authority Municipal or Statutory Authority or of the European Union) the Tenant as occupier is obliged or required to carry out or which the Owner were he in occupation would be required to carry out.
- (16) To keep the Owner fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arising directly or indirectly from:-

- (i) any breach by the Tenant of any of the provisions of this Lease;
  - (ii) the use of or works carried out on or to the Agricultural land and buildings during the Term;
  - (iii) any act, neglect or default by the Tenant or any person on the Agricultural land and buildings with its actual or implied authority.
- (17) (a) To put and keep in force such public liability, employer's liability and other policies of insurance (to the extent that such insurance cover is available) as may be necessary to cover the Tenant against any claim arising under clause 4 (16) and to extend such policy or policies so that the Owner is indemnified by the insurers in the same manner as the Tenant.
- (b) Whenever required to do so by the Owner, to produce to the Owner the said policy or policies together with satisfactory evidence that the policies are in place and that all premiums due have been paid up to date.
- (18) (a) At all times during the term of this Agreement to comply with the Good Agricultural and Environmental conditions (GAEC) and all cross compliance regulations and statutory management requirements as set out by Department of Agriculture Food and the Marine or other government Agency
- (19) To pay any stamp duty due on the creation of this Lease.
- (20) To pay any VAT arising on the Rent.

## 5. THE OWNER AGREES AND COVENANTS WITH THE TENANT: -

- (1) To permit the Tenant, provided he pays the Rent and otherwise complies with the provisions of this Lease, peaceably to hold and enjoy the Agricultural land and buildings during the Term without any interruption by the Owner or his agents.
- (2) In exercising any of the Owner's rights of entry or other rights in relation to the Agricultural land and buildings:-
- (a) to take all necessary steps to ensure that as little damage is done to the Agricultural land and buildings and as little inconvenience is caused to the Tenant as is reasonably practicable;
  - (b) to make good without delay any damage which may be caused.
- (3) The Owner will insure all buildings on the Agricultural land and buildings against loss or damage by fire and other usual risks (if any) as the Owner deems fit to the full reinstatement value together with professional fees (in the case of damage by fire). The Owner will expend all moneys received on foot of such insurance in carrying out all works and repairs or replacements to the buildings necessary to make good such loss or damage



but he shall not be liable to make good any loss or damage due to any wilful acts of the Tenant or any member of his household or employees.

## 6. TERMINATION

6

- (1) Without prejudice to any other right, remedy or power in this Lease or otherwise available to the Owner, if:
- (a) the whole or any part of the Rent or other sums reserved by this Lease is unpaid for thirty days after becoming payable (whether formally demanded or not); or
  - (b) there is a breach of any of the Tenant's obligations and covenants; or
  - (c) If the Tenant (being a body corporate) has a winding up petition presented against it or passes a winding up resolution (other than in connection with a members' voluntary winding up for the purposes of amalgamation or reconstruction which has the prior written approval of the Owner) or resolves to present its own winding up petition or is wound up (whether in Ireland or elsewhere) or a Receiver and Manager is appointed in respect of the Demised Premise or of the Tenant; or
  - (d) if the Tenant (being an individual, or if more than one individual, then any one of them) has a bankruptcy petition presented against him or is adjudged bankrupt or enters into a Personal Insolvency Arrangement (whether in Ireland or elsewhere) or suffers any distress or execution to be levied on the Agricultural land and buildings or enters into composition with his creditors or has a receiving order made against him;

**THEN**, and in any such case, the Owner may at any time thereafter re-enter the Agricultural land and buildings and the Term will absolutely cease and determine, but without prejudice to any rights or remedies which may then have accrued to the Owner against the Tenant in respect of any prior or other breach of any of the covenants or conditions contained in this Lease.

- (2) Upon the expiration of the Lease, howsoever arising, the Tenant shall hand up the Land to the Owner and shall ensure that all livestock, slurry, materials, crops and machinery and other items belonging to the Tenant are removed from the land.
- (3) Upon expiration of the Lease, howsoever arising, the Tenant shall ensure that the Land is handed up in good condition and the Tenant's Obligations and Covenants are fully complied with.

## 7. DISPUTE RESOLUTION

7.

- (1) Any dispute arising under this Lease shall be conclusively determined by an independent chartered surveyor (the "**Independent Surveyor**") having not less than ten years' post qualification experience in the leasing of agricultural land acting as an expert to be

appointed, in default of agreement, upon the application of either party, by or on behalf of the President or acting President for the time being of the Society of Chartered Surveyors Ireland.

- (2) The fees and expenses of the Independent Surveyor including the costs of his nomination, shall be in the award of the Independent Surveyor (but this shall not preclude the Independent Surveyor from notifying both parties of his total fees and expenses notwithstanding the non-publication at that time of his award) and, failing such award, the same shall be payable by both parties in equal shares who shall each bear their own costs, fees and expenses;
- (3) the Independent Surveyor shall give notice in writing of his determination to both parties as may be stipulated by the terms of his appointment or in the event of there being no stipulation within 60 days of the acceptance by him of the nomination to act in the matter or within such extended period as both parties shall jointly agree in writing PROVIDED ALWAYS that the Independent Surveyor may defer the giving of such notice until such time as his fees and expenses as aforesaid shall have been discharged;
- (4) if the Independent Surveyor fails to give notice of his determination within the time aforesaid or if he dies, or is unwilling to act or becomes incapable of acting, or if, for any other reason, he is unable or has become unfit or unsuited (whether because of bias or otherwise) to act either party may request the President to discharge the Independent Surveyor and appoint another surveyor in his place to act in the same capacity, which procedure may be repeated as many times as necessary.

## 8. PROVISOS

8.

- (1) Nothing in this Lease shall impliedly confer or grant to the Tenant any easement, right or privilege other than those expressly granted (if any) by it.
- (2) Nothing contained in this Lease or in any consent granted or approval given by the Owner implies or warrants that the Demised Premises may be used under the Planning Acts or the Building Control Acts for the purpose authorised or any purpose subsequently authorised. The Tenant hereby acknowledges that the Owner has not given or made at any time any representation or warranty that any such use is or will be or will remain a permitted use under those Acts.
- (3) The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Owner, except any such statement or representation that is expressly set out in this Lease.
- (4) Nothing contained in or implied by this Lease gives the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant, agreement or condition entered into by any tenant of the Owner in respect of any adjoining property.
- (5) Each of the Tenant's covenants shall remain in full force both at law and in equity notwithstanding that the Owner may have appeared to have waived or released temporarily any such covenant, or waived or released temporarily or permanently, revocably or irrevocably a similar covenant affecting other property belonging to the

Owner.

- (6) This Lease and all relationships created thereby shall in all respects be governed by and construed and interpreted in accordance with Irish Law.
- (7) Any notice or any document required to be given or served on either of the parties to this Lease under any of the provisions of this Lease and any document in any proceedings relating to this demise may be served on such party by sending it by prepaid registered post addressed to him at his address as set out in this Lease or to such other address as he may designate from time to time. And any such document or notice shall be deemed to have reached the person to whom it was addressed in the usual course of post unless there shall be a postal slowdown or stoppage in which event the sender shall effect service by leaving such document at such address.
- (8) The Tenant acknowledges that he is not entitled to any rights of renewal or a new lease on the termination of this Lease under the Landlord and Tenant Acts 1967 to 2005 and agrees to execute Renunciation in the form attached.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

## FIRST SCHEDULE

(Description of the Agricultural land and buildings - *First Schedule map outlining in red the area to be Leased is attached*)

1. Part of the Lands comprising Folios LK18992F, LK66858F and LK15314 as outlined in red in the Schedule 1 map attached comprising of approximately 3 hectares of agricultural land and all the buildings within the site boundary (indicated by red line). Any new buildings constructed on the site by the tenant during the lease will be owned by the owner when the lease is terminated;

For inspection purposes only.  
Consent of copyright owner required for any other use.

## SECOND SCHEDULE

### EXCEPTIONS AND RESERVATIONS

- (i) All mines minerals stones flints sand gravel clay marl and underground substances of every description including petroleum natural gas and other hydrocarbons with liberty to search for work and remove the same and to sink necessary boreholes pits and shafts paying to the Tenant reasonable compensation for all damage done to crops surface and buildings and making an abatement of rent in respect of surface land of which the Tenant may be deprived.
- (ii) The rights of way as set out in yellow in attached Schedule 2 Map across the Agricultural land and buildings for the Owner, his animals, his machinery or his nominees.
- (iii) The right for the Owner and all persons authorised by him to enter on the Agricultural land and buildings at all reasonable times during daylight hours for the purpose of viewing the use and condition thereof and for all other reasonable purposes.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

### THIRD SCHEDULE

(Term and Rent)

TERM OF LEASE	12 Years and 1 month
TERM COMMENCEMENT DATE	01/01/2020
RENT	€15,000 Per annum
RENT COMMENCEMENT DATE	01/01/2020
ANNUAL GALE DAYS	December 31st
RENT REVIEW	Every year

It is assumed that the above rent includes the value of the entitlements (as per schedule 7)

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

## FOURTH SCHEDULE

### Rent Review

1. The words “every year” period in the context of this Lease shall mean the period of one year starting on the Commencement Date each successive period of 12 years during the Term where the term so extends and admits.
2.
  - (a) At the end of each one year period (“the Relevant Review Date”), the Rent will be reviewed by the Owner;
  - (b) In default of agreement between the parties as to the Rent to be paid by the Tenant to the Owner for the immediately following five year period (“the Reviewed Rent”), either party shall be entitled by notice in writing to the other party invoke the Dispute Resolution provisions of Clause 5 of this Lease;
  - (c) For the avoidance of doubt, the Independent Surveyor shall in determining the Reviewed Rent determine an annual rent which in his opinion will be:
    - (i) the full open market yearly rent for the Agricultural land and buildings let as a whole without fine or premium;
    - (ii) on the basis of a letting with vacant possession thereof by a willing lessor to a willing lessee;
    - (iii) for a term equal to that granted by this Lease and subject to the same terms and conditions in all other respects as are contained in this Lease (including the provision for five yearly rent reviews);
    - (iv) upon the supposition (if not a fact) that the Tenant has complied with all the obligations as to repair and preservation herein imposed;
    - (v) Assuming the following:
      - (i) that no work has been carried out to the Agricultural land and buildings by the Tenant, any under-tenant or their respective predecessors in title during the Term, which has diminished the rental value of the Agricultural land and buildings;
      - (ii) that if the Agricultural land and buildings and any buildings has been destroyed or damaged, they have been fully rebuilt and reinstated;
      - (iii) that the Agricultural land and buildings and any buildings are in a good state of repair and decorative condition;
      - (iv) that all the covenants on the part of the Owner and the Tenant contained in this Lease have been fully performed and observed;

(vi) And disregarding the following:

- (i) any effect on rent of the fact that the Tenant, any permitted under-tenant or their respective predecessors in title have been in occupation of the Agricultural land and buildings or any part thereof;
- (ii) any goodwill attaching to the Agricultural land and buildings by reason of the business then carried on at the Agricultural land and buildings by the Tenant or any permitted undertenant;
- (iii) any variation in rental value of the Agricultural land and buildings attributable to the existence, at the Relevant Review Date, of any works executed in or to the Agricultural land and buildings or any part thereof by and at the expense of the Tenant with the consent of the Owner (where required under this Lease).

(vii) In the event that by the Relevant Review Date the amount of the reviewed rent has not been agreed or determined as aforesaid (the date of agreement or determination being herein called the "Determination Date") then, in respect of the period ("Interim Period") beginning with the Relevant Review Date and ending on the day before the Annual Gale Day following the Determination Date, the Tenant shall pay to the Owner rent at the yearly rate payable immediately before the Relevant Review Date, and on the Determination Date, the Tenant shall pay to the Owner or the Owner shall pay to the Tenant, on demand, the amount (if any) by which the reviewed rent exceeds or is less than the rent actually paid during the Interim Period (apportioned on a daily basis).

For inspection purposes only:  
Consent of copyright owner required for any other use.



**FIFTH SCHEDULE**  
**(Works permitted as part of the Permitted User)**

All works associated with the normal workings of a pig farm

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

SIXTH SCHEDULE

(Works prohibited unless consented by owner)

None

For inspection purposes only.  
Consent of copyright owner required for any other use.

SIGNED AND DELIVERED  
AS A DEED  
by the OWNER in the presence of:

PATRICK RYAN  
OWNER'S SIGNATURE

Con Curtin  
Witness Signature

CON CURTIN  
Witness PRINT name

AGRICULTURAL CONSULTANT  
Witness occupation

Witness address

CURTIN AGRICULTURAL CONSULTANTS LTD  
12 THE PADDOCKS, KILLS RD, KILKENNY

CURTIN  
AGRICULTURAL  
CONSULTANTS LTD

For inspection purposes only.  
Consent of copyright owner required for any other use.

SIGNED AND DELIVERED  
AS A DEED  
by the TENANT in the presence of:

PATRICK RYAN  
TENANT'S SIGNATURE

Con Curtin  
Witness Signature

CON CURTIN  
Witness PRINT name

AGRICULTURAL CONSULTANT  
Witness occupation

CURTIN AGRICULTURAL CONSULTANTS LTD,  
Witness address 12 THE PADDOCKS

KILLS ROAD  
KILKENNY

CURTIN  
AGRICULTURAL  
CONSULTANTS LTD

**RENUNCIATION** dated the 1<sup>st</sup> day of January 2020  
by Ballyfaskin Enterprises Ltd.

**RECITALS:**

- A. The Tenant has negotiated with Patrick Ryan, Ballyfauskeen (also spelt Ballyfaskin), Ballylanders, Co Limerick to take a Lease of the agricultural land and buildings at Ballyfauskeen (also spelt Ballyfaskin) ("the Agricultural land and buildings") to be granted by a Lease in the form of the Lease attached hereto.
- B. The Tenant has received independent legal advice in relation to this renunciation from a suitably qualified adviser (e.g. solicitor and/or accountant and/or agricultural adviser).
- C. The Tenant has been advised that under the Landlord and Tenant Acts 1967 to 2005 ('the legislation') the Tenant may, subject to the terms of the legislation, be entitled to a new Lease in the Agricultural land and buildings on the termination of the Lease.

**OPERATIVE PROVISIONS**

**1. RENUNCIATION**

**NOW** the Tenant, for the consideration hereinafter set forth in the undertaking and under the provisions of section 17(1)(a)(iiia) of the Landlord and Tenant (Amendment) Act 1980 (as amended by section 47 of the Civil Law (Miscellaneous Provisions) Act 2008), **RENOUNCES** any entitlement which the Tenant may have under the provisions of the legislation to a new Lease in the Premises on the termination of the Lease.

**2. UNDERTAKING**

In consideration of the Owner granting the Lease the Tenant **UNDERTAKES:**

- (i) To notify any proposed assignee of the Lease of the existence of this renunciation;
- (ii) To notify any proposed sub-tenant of the Tenant of this renunciation and to obtain from the proposed sub-tenant a renunciation in similar terms as a term of the sub-tenancy; and
- (iii) To obtain the prior written consent of the Owner prior to any assignment, sublet or share possession of whole or part of the Agricultural land and buildings as in accordance with condition 4.14 of the Lease attached hereto.

SIGNED by the Tenant

*PATRICK RYAN.*

in the presence of:

*Con Curtin*

**CURTIN  
AGRICULTURAL  
CONSULTANTS LTD**

DATED 1st DAY OF JANUARY 2020

Patrick Ryan

OWNER

-and-

Ballyfaskin Enterprises Limited

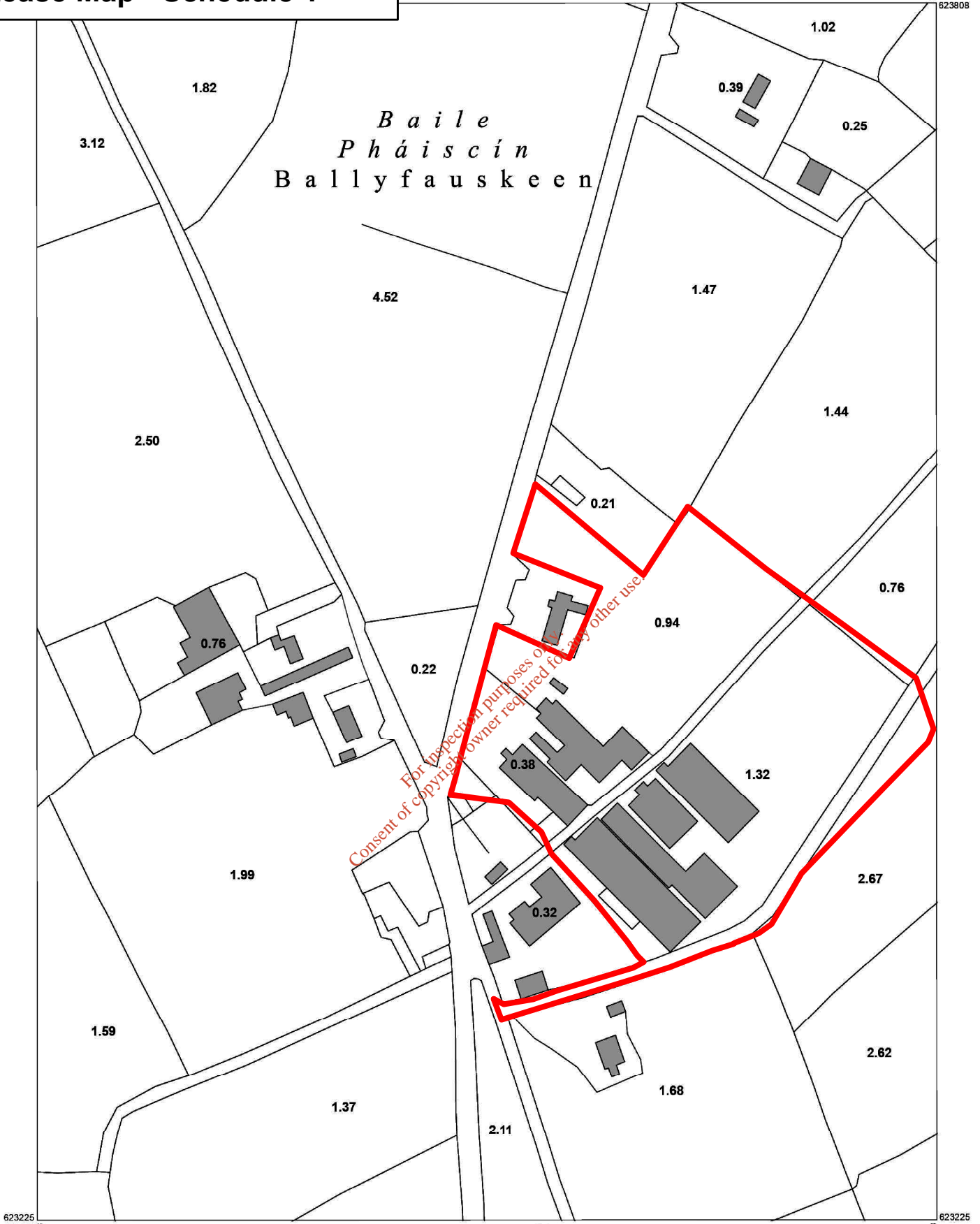
TENANT

**IFA MASTER LEASE OF AGRICULTURAL LAND**

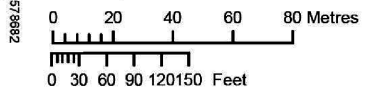
*For inspection purposes only.  
Consent of copyright owner required for any other use.*

# Lease Map - Schedule 1

*B a i l e*  
*P h á i s c í n*  
**B a l l y f a u s k e e n**



Consent of copyright owner required for any other use



**OUTPUT SCALE:** 1:2,500

**CENTRE COORDINATES:**  
ITM 578897,623517

**CAPTURE RESOLUTION:**  
The map objects are only accurate to the resolution at which they were captured. Output scale is not indicative of data capture scale.  
Further information is available at: <http://www.osi.ie>; search 'Capture Resolution'  
**LEGEND:**  
<http://www.osi.ie>; search 'Large Scale Legend'

**COMPILED AND PUBLISHED BY:** All rights reserved.  
Ordnance Survey Ireland, Phoenix Park, Dublin 8, Ireland.  
No part of this publication may be copied, reproduced or transmitted in any form or by any means without the prior written permission of the copyright owners.

Ordnance Survey maps never show legal property boundaries, nor do they show ownership of physical features.

**PUBLISHED:** 24/01/2022  
**MAP SERIES:** 1:5,000, 1:2,500  
**ORDER NO.:** 50245256\_1  
**MAP SHEETS:** 5419, 5419-B

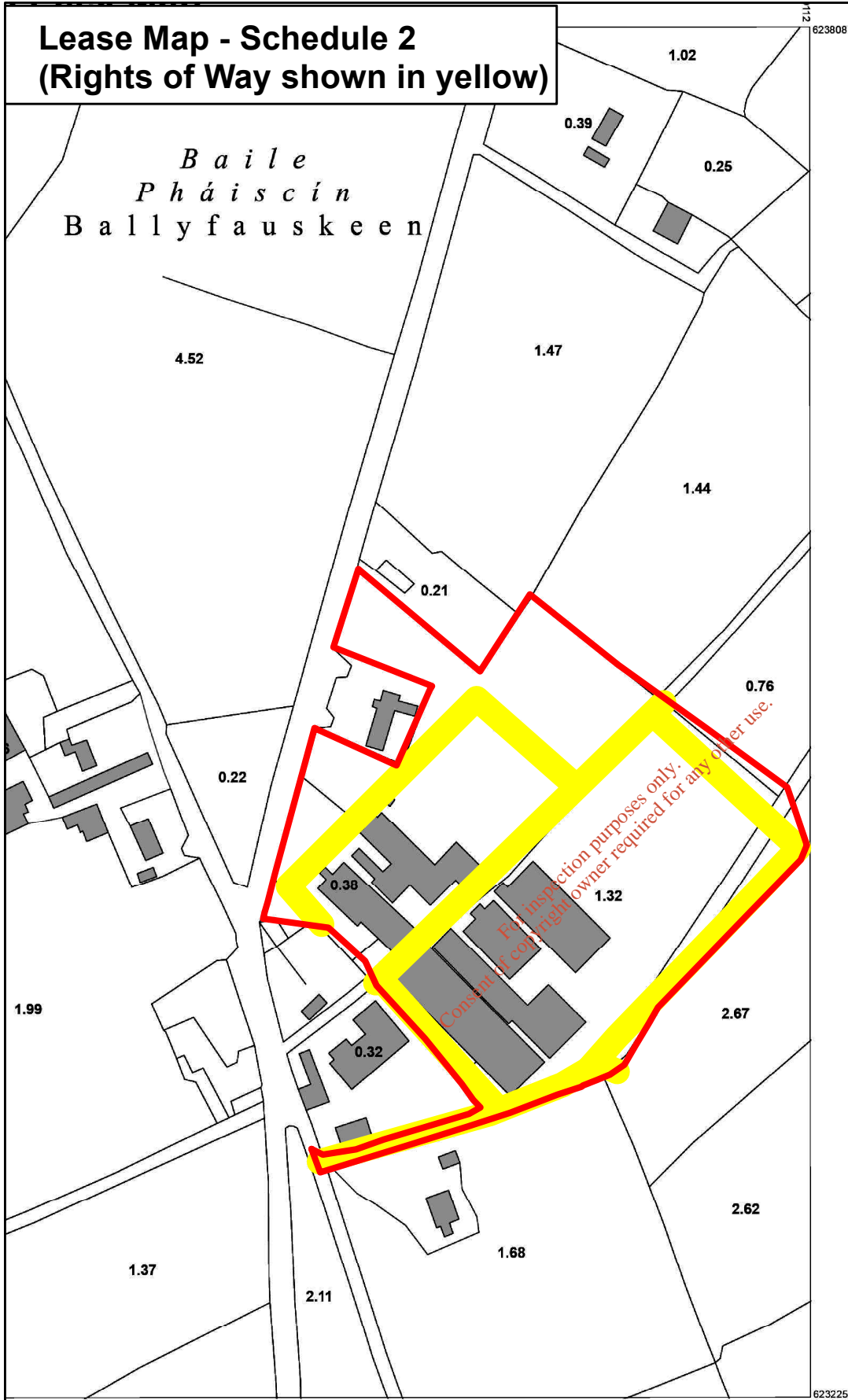
© Suirbhéireacht Ordánais Éireann, 2022  
© Ordnance Survey Ireland, 2022  
[www.osi.ie/copyright](http://www.osi.ie/copyright)

Unauthorised reproduction infringes Ordnance Survey Ireland and Government of Ireland copyright.

The representation on this map of a road, track or footpath is not evidence of the existence of a right of way.



# Lease Map - Schedule 2 (Rights of Way shown in yellow)



80 Metres

N

**OUTPUT SCALE:** 1:2,500

**CENTRE COORDINATES:**  
ITM 578897,623517

**PUBLISHED:**  
24/01/2022

**MAP SERIES:**  
1:5,000  
1:2,500

**ORDER NO.:**  
50245256\_1

**MAP SHEETS:**  
5419  
5419-B

**CAPTURE RESOLUTION:**  
The map objects are only accurate to the resolution at which they were captured. Output scale is not indicative of data capture scale.

Further information is available at:  
<http://www.osi.ie>; search 'Capture Resolution'  
**LEGEND:**  
<http://www.osi.ie>; search 'Large Scale Legend'

is reserved.  
of this publication may  
ed, reproduced  
mitted in any form  
y means without the prior  
permission of  
right owners.  
resentation on this map  
d, track or footpath  
vidence of the existence  
t of way.

Ordnance Survey maps  
never show legal property  
boundaries, nor do they  
show ownership of physical  
features.

© Suirbhéireacht Ordanáis Éireann,  
2022  
© Ordnance Survey Ireland, 2022  
[www.osi.ie/copyright](http://www.osi.ie/copyright)



# Land Registry

County Limerick

Folio 18992F

## Register of Ownership of Freehold Land

### Part 1(A) - The Property

Note: Unless a note to the contrary appears, neither the description of land in the register nor its identification by reference to the Registry Map is conclusive as to boundaries or extent

No.	For parts transferred see Part 1(B) Description	Official Notes
1	<p>The property shown coloured Red as plan(s) 10656_2,10656_1, CA1XQ, CA1YB on the Registry Map, situate in the Townland of BALLYFAUSKEEN (ED CULLANE) , in the Barony of COSHLEA , in the Electoral Division of CULLANE containing 15.5622 hectares.</p> <p>The Registration does not extend to the mines and minerals</p>	From Folio LK17786F
2	<p>The property shown coloured Red as plan(s) 10658 on the Registry Map, situate in the Townland of BALLYFAUSKEEN, in the Barony of COSHLEA, in the Electoral Division of CULLANE containing 11.7513 hectares.</p> <p>The Registration does not extend to the mines and minerals</p>	From Folio LK10658
3	<p>The property shown coloured Red as plan(s) 4 on the Registry Map, situate in the Townland of BALLYFAUSKEEN (ED CULLANE) , in the Barony of COSHLEA , in the Electoral Division of CULLANE containing 2.4022 hectares.</p> <p>The Registration does not extend to the mines and minerals</p>	From Folio LK15779

Consent of copyright owner required for any other use.  
For use solely for purposes of this document only.



# Land Registry

County Limerick

Folio 18992F

## Part 1(B) - Property

### Parts Transferred

No.	Prop No:	Instrument:	Date:	Area(Hectares):	Plan:	Folio No:
1	2	D2008PS001920A	24-JAN-2008	0.4800	CA1Y4	LK62623F

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

# Land Registry

County Limerick

Folio 18992F

## Part 2 - Ownership

Title ABSOLUTE

No.	The devolution of the property is subject to the provisions of Part II of the Succession Act, 1965		
<b>1a</b>	<del>07 NOV 1973 P3179/73</del>	<del>CORNELIUS RYAN of BALLYFAUSKIN, BALLYLANDERS, COUNTY LIMERICK is full owner of property number(s) 1.</del>	<p style="text-align: center;">Cancelled <span style="float: right;">D2008PS001918H</span> <span style="float: right;">24-JAN-2008</span></p> <p>Land Cert Application No.: 98903  Date: 20-DEC-1994  Issued To: RICHARD MOYLAN &amp; CO SOLICITORS  Address: SHORCASTLE  MALLOW  CO CORK</p>
<b>1b</b>	<del>24 JUL 1984 P4151/84</del>	<del>CORNELIUS RYAN of BALLYFAUSKIN, BALLYLANDERS, COUNTY LIMERICK is full owner of property number(s) 2, 3.</del>	<p style="text-align: center;">Cancelled <span style="float: right;">D2008PS001918H</span> <span style="float: right;">24-JAN-2008</span></p>
<b>2</b>	24-JAN-2008 D2008PS001918H	PATRICK RYAN of BALLYFESKIN, BALLYLANDERS, COUNTY LIMERICK is full owner.	

- 1** ~~16-DEC-2013  
D2013LR109663H~~ ~~The property is subject to the priority to be conferred by section 108 of the Registration of Title Act 1964 as substituted by section 66 of the Registration of Deeds and Title Act 2006.~~
- Cancelled D2014LR052726E 29-MAY-2014
- 2** 29-MAY-2014  
D2014LR052726E The property is subject to the priority to be conferred by section 108 of the Registration of Title Act 1964 as substituted by section 66 of the Registration of Deeds and Title Act 2006.

# Land Registry

County Limerick

Folio 18992F

- 3 25-JUL-2014 D2014LR074601N The property is subject to the priority to be conferred by section 108 of the Registration of Title Act 1964 as substituted by section 66 of the Registration of Deeds and Title Act 2006.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

# Land Registry

County Limerick

Folio 18992F

## Part 3 - Burdens and Notices of Burdens

No.	Particulars
1	<p><del>The property is subject to a Land Purchase Annuity.</del></p> <p style="text-align: center;">Cancelled <span style="float: right;">D2009LR216706D</span> <span style="float: right;">27-NOV-2009</span></p>
2	<p>07-MAR-1988 P1312/88</p> <p>The property no.1 and 2 is subject to a wayleave in favour of Bord Gais Eireann pursuant to Section 43 of the Gas Act, 1976.</p>
3a	<p>24-JAN-2008 D2008PS001918H</p> <p>The rights and privileges specified in Instrument No. D2008PS001918H over Property No.1, Plan CA1XQ in favour of Cornelius (Con) Ryan during his life.</p>
3b	<p>24-JAN-2008 D2008PS001918H</p> <p>The rights and privileges specified in Instrument No. D2008PS001918H over Property No.1, Plan CA1XQ in favour of Maura Ryan during her life.</p> <p style="text-align: center;">Note : See entry no. 4</p> <p style="text-align: center;">Note: The burdens registered at entries 3a and 3b rank in priority after the charge at entry no. 5. D2014LR079529Y.</p>
4	<p><del>27 NOV 2009 D2009LR216706D</del></p> <p><del>Lien pursuant to Section 73(3) of the Registration of Deeds and Title Act, 2006, in favour of DANSKE BANK A/S.</del></p> <p style="text-align: center;"><del>Note : This lien ranks in priority to the burdens at entry no's 3a &amp; 3b</del></p> <p style="text-align: center;">Cancelled <span style="float: right;">E2012LR015592U</span> <span style="float: right;">04-SEP-2012</span></p>
5	<p>12-AUG-2014 D2014LR079529Y</p> <p>Charge for present and future advances repayable with interest. Ulster Bank Ireland Limited is owner of this charge.</p>

# Land Registry

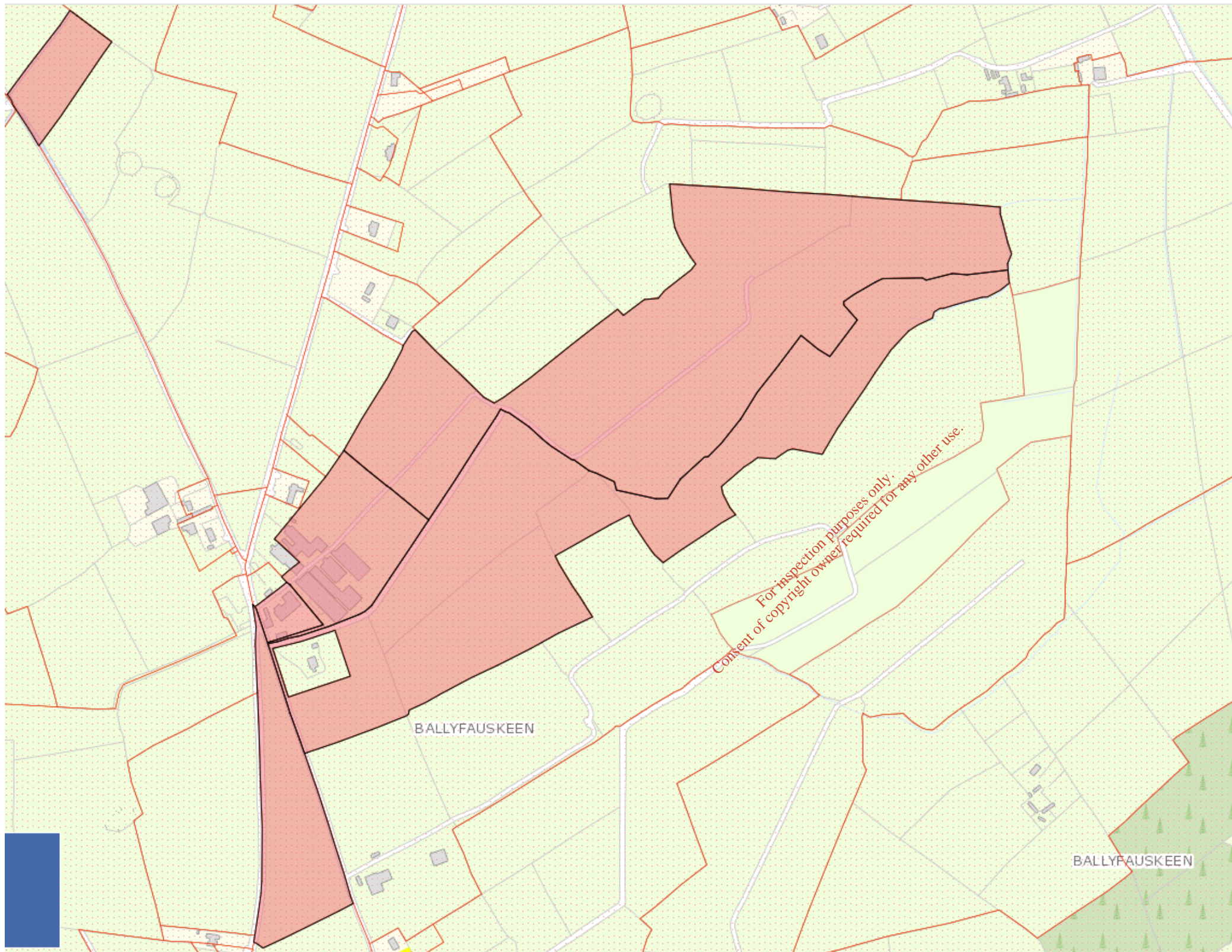
County Limerick

Folio 18992F

Note: This charge is also registered on folio LK66858F and LK15314.

Note: This charge ranks in priority over the charge at entries no. 3a and 3b.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*



## Property Details

> Back

Folio Number	LK18992F
Title Level	Freehold
Plan Number	CA1YB
Property Number	1
Area of selected plans	30.05 hectares.
Number of Plans on this folio:	6
Address	Not Available

[View Folio PDF](#) [Request Certified Copy](#)

\*PRA Boundaries and Plan Area **are not conclusive**. See [Section 62\(2\) of Registration of Title Act 2006](#) and [Rule 8\(3\) of the Land Registration Rules 2012](#).

Print Current View

Help

**Please Note**  
Your current balance is  
€60

# Land Registry

County Limerick

Folio 66858F

## Register of Ownership of Freehold Land

### Part 1(A) - The Property

Note: Unless a note to the contrary appears, neither the description of land in the register nor its identification by reference to the Registry Map is conclusive as to boundaries or extent

No.	For parts transferred see Part 1(B) Description	Official Notes
1	<p>The property shown coloured Red as plan(s) 8 on the Registry Map, situate in the Townland of BALLYFAUSKEEN, in the Barony of COSHLEA, in the Electoral Division of CULLANE.</p> <p>The Registration does not extend to the mines and minerals</p> <p><i>For inspection purposes only. Consent of copyright owner required for any other use.</i></p>	From Folio LK12986N

# Land Registry

County Limerick

Folio 66858F

## Part 1(B) - Property

### Parts Transferred

No.	Prop No:	Instrument:	Date:	Area (Hectares):	Plan:	Folio No:

For inspection purposes only.  
Consent of copyright owner required for any other use.



# Land Registry

County Limerick

Folio 66858F

## Part 2 - Ownership

Title ABSOLUTE

No.	The devolution of the property is subject to the provisions of Part II of the Succession Act, 1965
1	<p>24-JAN-2008 PATRICK RYAN of Ballyfaskin, Ballylanders, County Limerick is full owner. D2014LR079529Y D2008PS001918H</p> <p><i>For inspection purposes only. Consent of copyright owner required for any other use.</i></p>

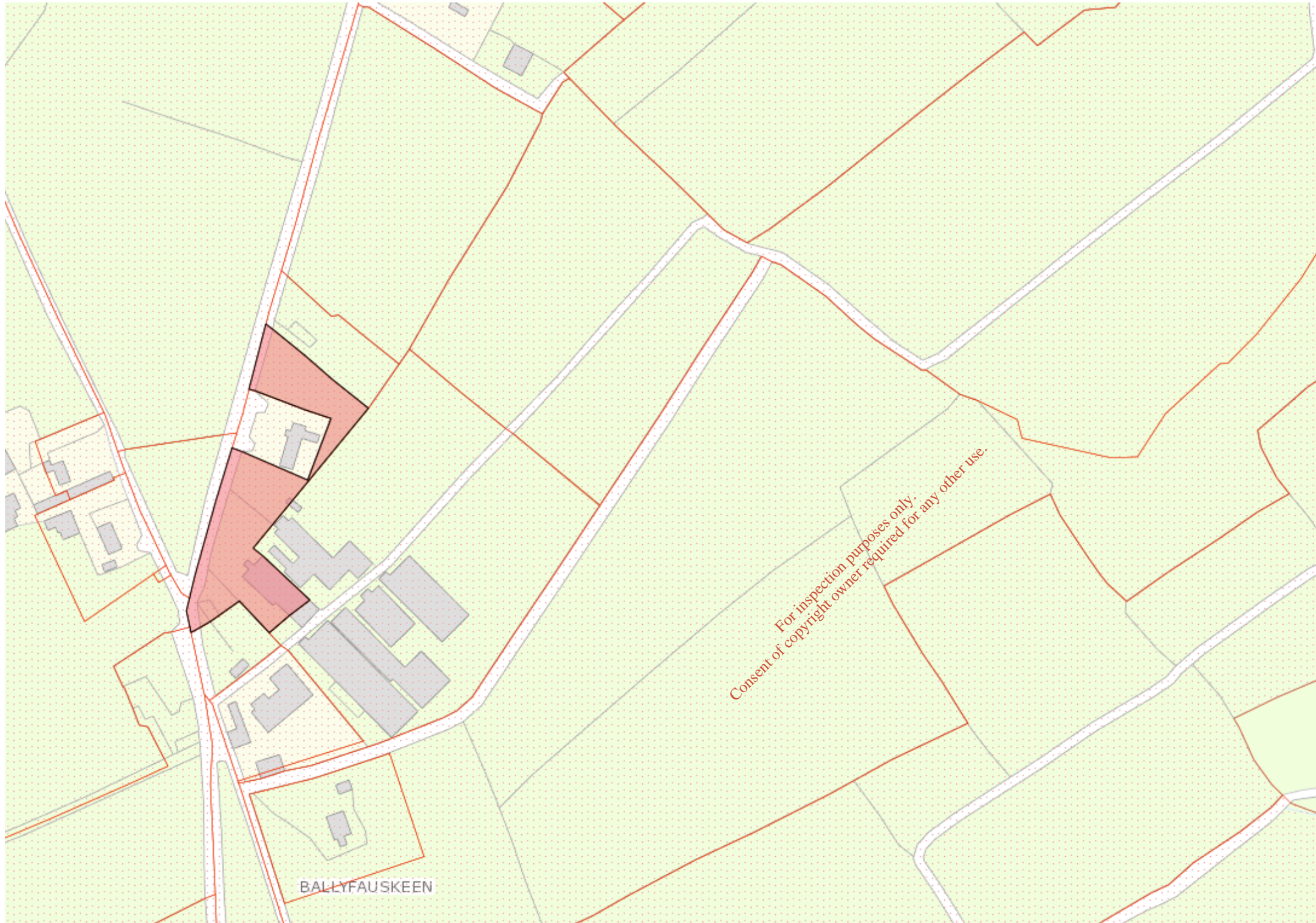
# Land Registry

County Limerick

Folio 66858F

## Part 3 - Burdens and Notices of Burdens

No.	Particulars
1	<p data-bbox="164 737 406 800">12-AUG-2014 D2014LR079529Y</p> <p data-bbox="440 737 1442 793">Charge for present and future advances repayable with interest. ULSTER BANK IRELAND LIMITED is owner of this charge.</p> <p data-bbox="548 831 1458 888">Note: This charge is also registered on folio LK15314 and LK18992F.</p> <p data-bbox="607 856 1036 1272"><i>For inspection purposes only. Consent of copyright owner required for any other use.</i></p>



> Back

<b>Folio Number</b>	LK66858F
<b>Title Level</b>	Freehold
<b>Plan Number</b>	8
<b>Property Number</b>	1
<b>Area of selected plans</b>	0.56 hectares.
<b>Number of Plans on this folio:</b>	1
<b>Address</b>	Not Available
<a href="#">View Folio PDF</a>	<a href="#">Request Certified Copy</a>

\*PRA Boundaries and Plan Area **are not conclusive**. See [Section 62\(2\) of Registration of Title Act 2006](#) and [Rule 8\(3\) of the Land Registration Rules 2012](#).

Print Current View

Help

# Land Registry

County Limerick

Folio 15314

## Register of Ownership of Freehold Land

### Part 1(A) - The Property

Note: Unless a note to the contrary appears, neither the description of land in the register nor its identification by reference to the Registry Map is conclusive as to boundaries or extent

No.	For parts transferred see Part 1(B) Description	Official Notes
1	<p>The property shown coloured Red as plan(s) 1 on the Registry Map, situate in the Townland of BALLYFAUSKEEN (ED CULLANE) , known as BALLYFASKIN, BALLYLANDERS, KILMALLOCK , in the Barony of COSHLEA , in the Electoral Division of CULLANE .</p> <p>The Registration does not extend to the mines and minerals</p> <p style="color: red; text-align: center; transform: rotate(-45deg); font-style: italic;">For inspection purposes only. Consent of copyright owner required for any other use.</p>	From Folio LK10656 Instrument 5908/36

# Land Registry

County Limerick

Folio 15314

## Part 1(B) - Property

### Parts Transferred

No.	Prop No:	Instrument:	Date:	Area (Hectares):	Plan:	Folio No:

For inspection purposes only.  
Consent of copyright owner required for any other use.



# Land Registry

County Limerick

Folio 15314

Cancelled

D2014LR079529Y 12-AUG-2014

3 25-JUL-2014  
D2014LR074601N

~~The property is subject to the priority to be conferred by section 108 of the Registration of Title Act 1964 as substituted by section 66 of the Registration of Deeds and Title Act 2006.~~

Cancelled

D2014LR079529Y 12-AUG-2014

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

# Land Registry

County Limerick

Folio 15314

## Part 3 - Burdens and Notices of Burdens

No.	Particulars
1	<p data-bbox="164 737 406 800">12-AUG-2014 D2014LR079529Y</p> <p data-bbox="440 737 1442 793">Charge for present and future advances repayable with interest. Ulster Bank Ireland Limited is owner of this charge.</p> <p data-bbox="548 831 1490 888">Note: This charge is also registered on folio LK18992F and LK66858F D2014LR079529Y.</p> <p data-bbox="609 856 1031 1270"><i>For inspection purposes only. Consent of copyright owner required for any other use.</i></p>



> Back

Folio Number	LK15314
Title Level	Freehold
Plan Number	1
Property Number	1
Area of selected plans	0.14 hectares.
Number of Plans on this folio:	1
Address	Not Available
<a href="#">View Folio PDF</a>	<a href="#">Request Certified Copy</a>

\*PRA Boundaries and Plan Area **are not conclusive**. See [Section 62\(2\) of Registration of Title Act 2006](#) and [Rule 8\(3\) of the Land Registration Rules 2012](#).

Print Current View

Help

**Please Note**  
Your current balance is  
€60

