

		<p>dimension between the outermost point of the building reception area and the retaining wall supporting the Cloverhill Road shall be 6 metres. IE agree to move the north carpark boundary wall northwards by the width of the existing grass verge. Upon completion of the works, or earlier if it can be arranged IE will provide access to Davenham through the vehicle entrance on Cloverhill Road. IE will be responsible for the reinstatement of boundary walls, fences, entrances affected by the proposed works to the same standard as they are at present, (including electrified gates with intercom systems) at Cloverhill Road and the estate road. IE will maintain a safety gap of a minimum of 1.5m from the outside of the Davenham building at all times during the construction works. IE will regrade the carpark to remove the step in the area marked in the schematic drawing. During construction IE will erect and maintain 2.4m high secure fencing around the Cloverhill Road and the estate road boundaries. IE in consultation with Davenham will undertake landscaping to reinstate premises to the same standard as currently exists. IE will use its best endeavours to ensure that insofar as it is practicable Davenham will enjoy 24/7 pedestrian and vehicular access during construction and where this is not possible consultation will take place. IE will ensure insofar as is practicable that utilities and services shall be uninterrupted during construction. Davenham, its servants or agents or any person on its behalf shall not challenge or question the validity of the RO in relation the KRP in relation to an application for judicial review, providing the modifications necessary under this agreement are incorporated therein. The reinforced earth facing panels will have a feature finish, such feature to be agreed with Davenham. IE will use its best endeavours to provide alternative secure local parking facilities within the IE compound or local alternative.</p> <p>Drawing Extract 1843/003 is provided.</p>
10	Martin & Marion Doherty	IE confirm that stable buildings will not be affected by temporary take and that the boundary wall will be reinstated once works finish.
11	MacCrosain Partnership/ Zomax	<p>IE have confirmed the limit of the temporary landtake.</p> <p>IE agree to erect suitable fencing to ensure security of premises at all time.</p> <p>IE agree that internal roadway will only be used in exceptional circumstances.</p> <p>IE confirm that a parking protocol is to be agreed prior to the parking of construction vehicles in designated parking areas.</p> <p>IE agree to erect a temporary fence between the area of the bridge construction and the loading area to the rear of the building.</p> <p>IE agree to carry out auger style piling in the construction of the bridge supports and all effort to be made to minimise vibrations.</p> <p>IE confirm that Zomax are to be given notice in advance of the nature and duration of the piling works.</p> <p>IE agree that additional ballast is to be laid down under the rail line if required in the area adjoining the building.</p> <p>IE agree that in as far as is possible public utilities will not be interrupted during construction work and that Zomax will be kept informed of any interruptions that may occur and timing of the same.</p> <p>IE agree to erect a permanent high quality palisade security fence to a minimum height of 2.4 metres once works are completed.</p> <p>IE agree that the wording and nature of the permanent right of way/licence agreement will be agreed between both sets of solicitors and that access will only be on a very limited basis with IE giving advance written notice save in the case of emergency.</p> <p>IE confirm that Zomax and the MacCroisans will be kept informed as to the likely commencement date and duration of the construction works.</p>
12	Everglade Property Ltd	<p>IE have agreed the following modification to the Fonthill Road station proposal outlined in the Kildare Route Project (KRP) with Everglade Property Ltd (EPL): An additional public access to the proposed station will be provided from the western side of Fonthill Road (in addition to the proposed access on the eastern side of Fonthill Road); a station building similar to the station building proposed in the KRP will be constructed by IE, such additional station building to be constructed as part of the KRP at or around the same time as the station building to the eastern side.</p> <p>The western station building will include permanent access for the</p>

		<p>public from Fonthill Road. Any land owned by EPL required for such permanent access will be transferred to IÉ by EPL at nominal consideration. Any ancillary property rights also required in relation to the western station building (including, inter alia, wayleaves for services) will also be provided to IE by EPL at nominal consideration.</p> <p>IE will make passive provision for the westward extension of the platform of Fonthill Road station by 100m. For the avoidance of doubt this will entail widening the tracks to allow for such an extension in the future, but not the construction of the extension within the KRP.</p> <p>Drawing Extracts 1843/001 and S005/001 are provided.</p>
13	Daniel M O'Connor, Hazelhatch	<p>Agreement has been reached in relation to the provision of accesses to this property which were omitted from the alignment plans. The severed strip of their land between the nearest house to the station and the station will be acquired by CIÉ.</p> <p>Drawing Extract 1851/002 / 1852/001 provided .</p>
14	Michael Courtney	<p>Agreement has been reached on practical issues such as stock proof fencing.</p>
15	Metal Processors	<p>Prior to any works being carried out IÉ will at its own expense carry out the following at the Crag Avenue Entrance to the company: construct a permanent gate to control ingress and egress from the Crag Avenue Facility; build a security barrier to control ingress & egress into the facility from Crag Avenue during working hours when the permanent gate will be open. CIÉ will build a control system building on the Crag Avenue Entrance to enable permanent manned security at the gate. CIÉ will rebuild and upgrade the entrance roadway from the Crag Avenue Entrance onto to the facility to the standard as agreed with the company. IÉ will provide all necessary and required fencing, lighting, ducting and landscaping to ensure safe ingress and egress onto Crag Avenue from the facility.</p> <p>Compensation will be agreed under the CPO code for the additional provision of security.</p>
16	William & Patricia Bermingham	<p>CIÉ will acquire the whole property.</p>
17	Clondalkin Auto Clinic	<p>Specific proposals for temporary parking adjacent Clondalkin Station have been agreed in principle. Specific proposals for maintenance of access to the premises during the works have been agreed in principle. Design of fence to be agreed at detailed design stage. Proposed elimination of toe wall and associated planting to maintain existing access width to workshop.</p> <p>Drawing Extract 1843/002 is provided.</p>
18	Dan Courtney	<p>CIÉ has agreed to accept right of way as opposed to permanent acquisition of the relevant lands, and agreement has been reached on certain practical details.</p>
19	Cathal M Ryan	<p>Agreed wording in respect of the submission of Cathal Ryan, Stacurnny House, Celbridge.</p> <ol style="list-style-type: none"> 1. With reference to the proposed permanent acquisition of Plot 850-P-09 the Report shall contain a recommendation that the Railway order shall stipulate that the existing boundary wall of Mr. Ryan's property shall be excluded. 2. With reference to the proposed temporary acquisition of Plot 850-T-09 the Report shall contain a recommendation that the Railway Order will stipulate that the purpose of the temporary acquisition will be strictly limited to the integration of the new road with the existing road and for no other purpose.
20	James & Marie McLaughlin	<p>IE have agreed to provide acoustic mitigation.</p>
21	James Cahill, Double MH Farms Ltd	<p>Agreement has been reached in relation to the provision of accesses to this property which were omitted from the alignment plans. Drawing Extract 1851/001 is provided.</p>