

**WARNING: IT IS RECOMMENDED THAT THE WITHIN SHOULD NOT BE  
COMPLETED WITHOUT PRIOR LEGAL ADVICE**



**Conditions of Sale 2023 (Revised) Edition**

**Particulars and Conditions of Sale**

**Of land at Killeen/ Ballyhaden, Borrisokane, Nenagh, Co. Tipperary**

**SALE BY AUCTION**

to be held at the Abbey Court Hotel, Nenagh

on the 5<sup>th</sup> day of November, 2025 at 3 o'clock

**Auctioneer:** Eoin Dillon- REA Dillon

**Address:** 42 Kenyon St. Nenagh, Co. Tipperary

**Vendor:** Yvonne O'Meara as Legal Personal Representative in the estate of Donal O'Meara deceased

**Vendor's Solicitor:** Keane Solicitors

**Address:** Steamship House, Dock Street, Galway

**Reference:** PK/SH/OME

**Law Society Conditions of Sale 2023 (Revised) Edition**

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**Spousal \*/ Civil Partner Consent** (\* delete as appropriate)

I, \_\_\_\_\_ being the spouse of the under-named Vendor hereby, for the purposes of Section 3 of the Family Home Protection Act 1976,\* / being the civil partner of the under-named Vendor hereby, for the purposes of Section 28 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010, consent to the proposed sale of the Subject Property described in the within Particulars at the price mentioned below.

**Signed** by the said spouse \*/ civil partner: \_\_\_\_\_

in the presence of: \_\_\_\_\_

**Memorandum of Agreement**

made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Between**

Yvonne O'Meara as Legal Personal Representative in the estate of Donal O'Meara deceased

PPS Number: \_\_\_\_\_

**Vendor**

Nominated Email Address of Vendor's Solicitor: info@pmkeane.ie

**and**

\_\_\_\_\_ of / having its registered office at \_\_\_\_\_

PPS Number(s): \_\_\_\_\_

**Purchaser**

Nominated Email Address of Purchaser's Solicitor: \_\_\_\_\_

whereby it is agreed that the Vendor shall sell and the Purchaser shall purchase in accordance with the annexed Special and General Conditions of Sale the property described in the within Particulars at the purchase price mentioned below.

Purchase Price: € \_\_\_\_\_ Closing Date: See Special Conditions

Less Deposit: € \_\_\_\_\_ Interest Rate: 8% per annum

Balance: € \_\_\_\_\_

Signed \_\_\_\_\_

(Vendor)

Signed \_\_\_\_\_

(Purchaser)

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Occupation \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

As agent I / we acknowledge receipt of € \_\_\_\_\_ in respect of deposit.

Signed \_\_\_\_\_

**Particulars and Tenure**

**ALL THAT AND THOSE** the property situate in the townlands of Killeen and Ballyhaden, in the County of Tipperary more particularly delineated on the Map annexed hereto labelled as LOT 1 and edged red thereon, and measuring 25.53 acres (10.33 hectares) or thereabouts being the lands comprised in the following folios:

1. **ALL THAT AND THOSE** the property comprised in Folio 2795F of the Register of Freeholders County Tipperary more particularly delineated on the Land Registry map annexed hereto labelled as Plan 17 and edged red thereon, and measuring 2.49996514 acres (1.0117 hectares) or thereabouts.
2. **ALL THAT AND THOSE** the property comprised in Folio 13531F of the Register of Freeholders County Tipperary more particularly delineated on the Land Registry map annexed hereto labelled as Plan 25 and edged red thereon, and measuring 2.7329855 acres (1.106 hectares) or thereabouts.
3. **ALL THAT AND THOSE** the property comprised in Folio 10489 of the Register of Freeholders County Tipperary more particularly delineated on the Land Registry map annexed hereto labelled as Plan 10489 and edged red thereon, and measuring 5.40617154 acres (2.1878 hectares) or thereabouts.
4. **ALL THAT AND THOSE** the property comprised in Folio 10490 of the Register of Freeholders County Tipperary more particularly delineated on the Land Registry map annexed hereto labelled as Plan 10490 and edged red thereon, and measuring 2.29956268 acres (0.9306 hectares) or thereabouts.
5. **ALL THAT AND THOSE being part** of the property comprised in Folio 10488 of the Register of Freeholders County Tipperary more particularly delineated on the Land Registry map annexed hereto labelled as Plan 10488\_1 and edged red thereon, and measuring 5.93053 acres (2.40 hectares) or thereabouts.
6. **ALL THAT AND THOSE being part** of the property comprised in Folio 10361 of the Register of Freeholders County Tipperary, and more particularly part of the property labelled as Plan 6, delineated on *Land Registry Compliant Map* annexed hereto labelled as 'B' and edged red thereon, and measuring 6.3506083 acres (2.57 hectares) or thereabouts.

**Held** Freehold

Local Property Tax (LPT) property ID number (where applicable): N/A

## **Documents Schedule**

### **Title**

1. Certified Copy Folio and File Plan TY2795F
2. Certified Copy Folio and File Plan TY13531F
3. Certified Copy Folio and File Plan TY10361
4. Certified Copy Folio and File Plan TY10489
5. Certified Copy Folio and File Plan TY10490
6. Certified Copy Folio and File Plan TY10488

### **General**

7. Replies to Requisitions on Title
8. Family Home Declaration of Vendor
9. Section 72 Declaration of Vendor
10. Copy Death Certificate of Donal O'Meara
11. Certified Copy Letter from Tipperary County Council re roads dated 18.06.2019- TY10488
12. Certified Copy Letter from Tipperary County Council re roads dated 18.06.2019- TY10490
13. Certified Copy Letter from Tipperary County Council re roads dated 13.06.2019 - TY10361 and TY36632
14. Certified Copy Letter from Tipperary County Council re services dated 30.05.2019- TY10488
15. Certified Copy Letter from Tipperary County Council re services dated 30.05.2019- TY10361
16. Certified Copy Letter from Tipperary County Council re services in charge dated 30.05.2019- TY10490
17. Option Agreement dated 23<sup>rd</sup> July 2021 between Donal O'Meara and Hibernian Cellular Networks Limited

## **Searches Schedule**

Nil

**Special Conditions**  
**Amendment of Law Society 2023 (Revised) General Conditions by Special Condition**

1. Save where the context otherwise requires or implies or the text hereof expresses to the contrary, the definitions and provisions as to interpretation set forth in the within General Conditions (Law Society 2023 (Revised) General Conditions) shall be applied for the purposes of these Special Conditions.

**Application of Law Society 2023 (Revised) General Conditions**

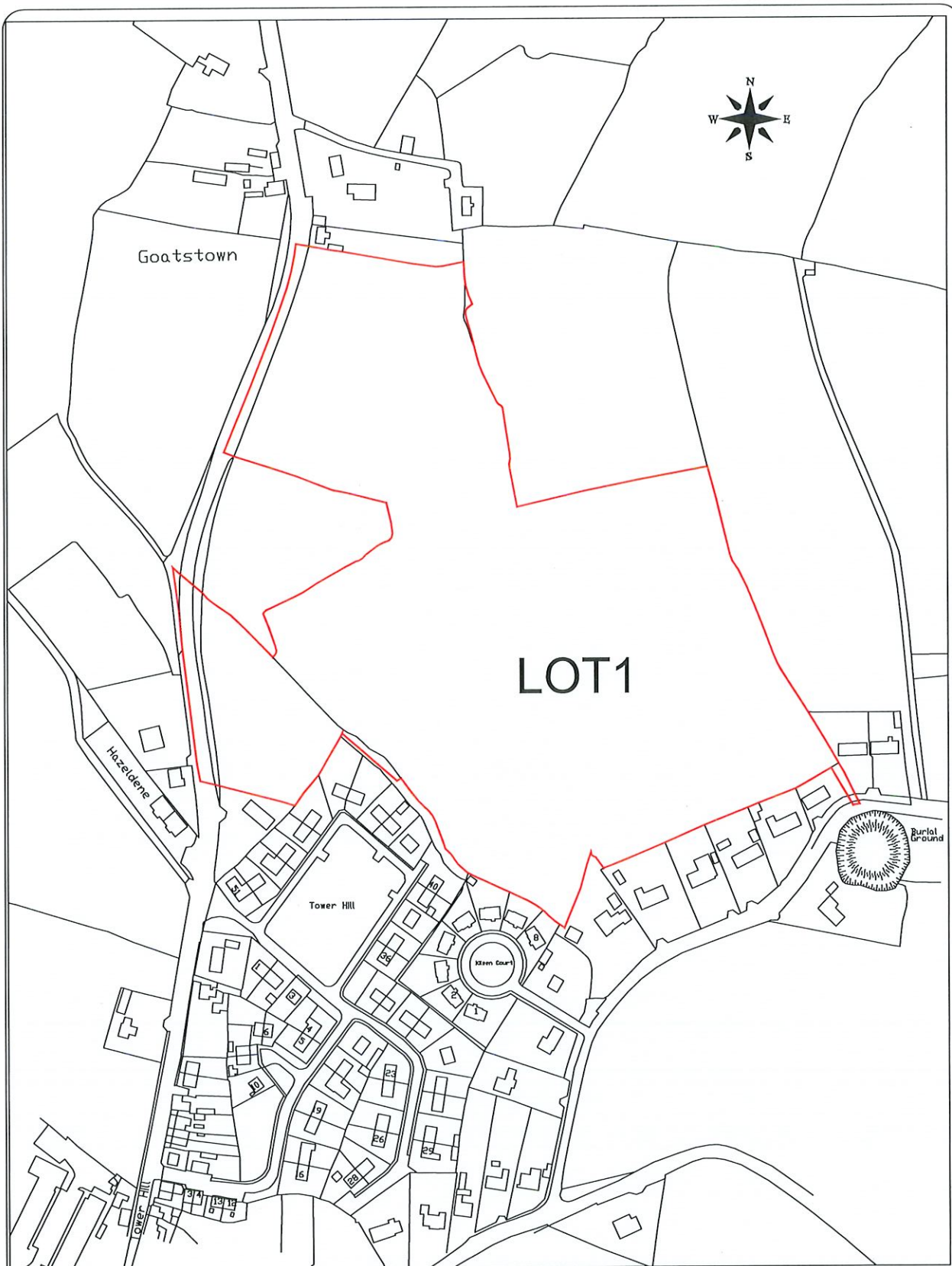
2. The said General Conditions shall:
  - i. apply to the sale in so far as the same are not hereby altered or varied, and these Special Conditions shall prevail in case of any conflict between them and the General Conditions;
  - ii. be read and construed without regard to any amendment therein, unless such amendment shall be referred to specifically in these Special Conditions.
3. The Title to the property shall consist of the documents listed in the Documents Schedule hereto and be deduced therefrom. The Purchaser(s) shall be deemed to have entered this contract in full knowledge of all the contents thereof and the nature and extent of the obligations, rights and privileges affecting the property in sale as set out therein. The Purchaser(s) is furnished with replies to Requisitions herewith. Upon execution and exchange of the contract the Purchaser(s) shall be deemed to have accepted the replies thereto and no further Requisition, objection or enquiry shall be raised in relation title and/or matters therein. Without prejudice all documents in the Vendor's possession will be handed over on closing.
4. The Vendor is selling in her capacity as personal representative of the estate of Donal O'Meara deceased and will assure the property in such capacity.
5. The Vendor has applied for a Grant of Probate in the estate of Donal O'Meara, the deceased registered owner. The closing date shall be seven days after the purchaser's solicitor has been notified by the vendor's solicitor that the said Grant of Probate has issued.
6. The Purchaser(s) shall accept that the Replies to Requisitions are completed by the Vendor as Legal Personal Representative and are limited to matters within her knowledge.
7. Folio TY10489 is subject to a charge in favour of Everyday Finance Designated Activity Company, which is listed as a burden at Entry No.2, Part 3 of Folio TY10489. This charge has been redeemed and the vendors solicitors will furnish on or before closing evidence of redemption of the said charge and furnish a deed of discharge in respect thereof together with the requisite registration fees (if any).

8. Folio TY10490 is subject to a charge in favour of Everyday Finance Designated Activity Company, which is listed as a burden at Entry No.2, Part 3 of Folio TY10490. This charge has been redeemed and the vendors solicitors will furnish on or before closing evidence of redemption of the said charge and furnish a deed of discharge in respect thereof together with the requisite registration fees (if any).
9. By the execution hereof the Purchaser(s) shall be deemed to have satisfied themselves as to the nature, quality, condition, means of approach, access to light and location of the property, suitability of all services state or repair and condition of the property in sale.
10. The Purchasers shall accept such evidence of identity as may be gathered from the description in the documents specified in the Documents Schedule. The Purchasers shall be deemed to be aware of the defined boundaries, fences, ditches, hedges or walls of the Subject Property and the Vendors shall not be required to define same or to specify what boundaries (if any) are of a party nature and General Condition 11 is hereby deleted accordingly.
11. Closing will be by way of electronic transfer of funds only to the client account of Keane Solicitors, details of which will be furnished under separate cover by hard copy prior to closing. Please note that Keane Solicitors will never notify you of bank details by email or by telephone. Please do not reply to emails sent or received from Keane Solicitors detailing bank account or other payment details without direct verbal confirmation from them. Keane Solicitors accept no responsibility for funds being sent to the wrong account should you make a payment in reliance on such an email.
12. Where documents are referred to as copies, copies only shall be furnished on closing. Where documents are referred to as certified copies, certified copies only shall be furnished on closing.
13. Should there be any conflict between the terms hereof and the terms of any other agreement written or oral between the Parties or their agents relating to the sale of the within described property, the terms of the within agreement shall apply.
14. There is no planning documentation in the Vendor's possession or control in relation to the property. No further or other certificates or declarations will be furnished. General condition 32 is hereby amended accordingly. No further requisitions will be entertained in this regard
15. For the purposes of completeness, any prospective purchaser is advised that there is a caravan situate on the south-westerly side of the property on the grass verge, outside of the boundary fence which technically is incorporated within Folio TY10490. It shall be a matter for the purchaser to address same in his/her discretion.

16. The purchaser(s) shall adhere to the directions of the Auctioneer for payment of the deposit hereby reserved.
17. The purchaser(s) is hereby put on notice of an Option Agreement made on the 23<sup>rd</sup> July 2021 between Donal O'Meara, the deceased registered owner and Hibernian Cellular Networks Limited whereby the said Donal O'Meara agreed to grant an option to sell a small plot of land comprising 256m<sup>2</sup> situate on the north-westerly aspect of Folio TY10490, together with a right of access thereto for the sum of €30,000. The said option was purportedly exercised on or about the 5<sup>th</sup> July 2023 but no further steps were taken by Hibernian Cellular Networks Limited to complete thereafter. A copy of the said Option Agreement with map attached is listed in the Documents Schedule for due consideration. The benefit of this agreement will be assigned to the purchaser excluding the deposit of €1000 paid to the late Donal O'Meara.

## **GENERAL CONDITIONS**

The General Conditions referred to in this Agreement for Sale and the Special Conditions are the Incorporated Law Society of Ireland General Conditions of Sale (2023 Edition).



P. Ryan, Tech. I.E.I. Dip. Eng.  
Survey & Mapping Studios  
Carrigal, Carrigatoher,  
Nenagh.  
(086) 3336289

AREA OUTLINED IN RED = 10.33Ha.  
TY10490,10488,10489,2795F,10361,13531F.

Not suitable for Land Registry

Project  
LANDS AT KILLEEN/BALLYHADEN, BORRISOKANE

Title  
CONTRACT MAP

Scale 1 : 2500

Date 2/9/2025

Designed P.A.

Drawing No.

File Name

Drawn P.A.

DWG/Contract/01