

COMHAIRLE CHONTAE ÁTHA CLIATH THEAS
SOUTH DUBLIN COUNTY COUNCIL



MEETING OF SOUTH DUBLIN COUNTY COUNCIL

Monday, 11th November, 2024

H-I 7

**GC 20/2 Lease for Telecoms Equipment at Grange Castle Business Park,
Clondalkin, Dublin 22.**

South Dublin County Council continues to develop strategic objectives in relation to Grange Castle Business Park. The ESB has requested a renewal of a Lease for telecommunications equipment within the Park, and following negotiations with the Chief Valuer, agreement was reached.

The Chief Valuer was instructed to enter into negotiations on behalf of South Dublin County Council whereby agreement for the 20 year lease was reached. Accordingly, South Dublin County Council (the Lessor) hereby grants a Lease to ESB Telecoms Ltd., Swift Square, Northwood Park, Santry, Dublin 9, Ireland D09 X8PT1 (the Lessee) to enter onto the specified site, as coloured red on attached Indicative Drawing No. 50419875-1, subject to the following terms and conditions:-

1. That the subject site, as coloured red on Indicative Drawing No. 50419875-1, will be developed pursuant to the provision of planning permission register reference SD16A/0113.
2. That the lease area is shown outlined in red with the right of way to access the leased areas coloured in yellow on the attached planning map. This map is for identification purposes only. The ESB has provided a PRAI compliant map.
3. That a 20-year lease be granted to ESB Telecoms Limited for the installation, operation and maintenance of a 36-meter-high multi-user free-standing mast together with associated exchange cabinet in compliance with planning permission SD16A/0113.
4. That the lease shall commence on 1st September 2017 and should be used in accordance with the plans and specifications of planning permission SD16A/0113. No deviation from this planning consent and equipment specification is permitted.
5. That the passing rent is €12,500 (twelve thousand and five hundred euro) plus VAT per annum effective from 1st September 2017.
6. That the revised rent shall be €14,500 (fourteen thousand and five hundred euro) per annum plus VAT, subject to a maximum of six (6) operators, effective from 1st September 2023. The rent shall be paid annually in advance by standing order or electronic funds transfer.

7. That the rent shall be revised every 5 years. That the next rent review shall be on 1st September 2028. At each rent review the Tenant shall provide an historic proof on number of operators that were on site during the last 5-year period.
8. That the Tenant shall be responsible for all outgoing and charges associated with this agreement including, inter alia, any installation and site preparation costs, required certifications, taxes, rates, utilities including service charges by Grange Castle Management Company.
9. That the Tenant will keep the equipment and leased area safe and secure, in good repair, order and condition and keep the leased area clean and tidy and free from any refuse.
10. That the Tenant shall not excavate the leased area or interfere or damage services (if any) encumber the leased area.
11. That the Tenant shall comply with all necessary statutory consents, legalisation and regulations including inter alia, Health and Safety, Planning and Development, Building Control, standards provided by the International Commission of Non-Ionising Radiation Protection (ICNIRP) and required licences and consents from the Commission for Communications Regulation.
12. The Tenant shall indemnify and keep the Landlord indemnified against all losses, damages and claims. The Tenant will maintain public liability insurance in the sum of €6,500,000 and employer's liability insurance in the sum of €13,000,000.
13. That this lease shall not be assigned or subleased to any third party (except operators as per term no. 5) without the prior written consent of the Landlord and 6 months prior written notice is required.
14. That the Tenant shall comply with all reasonable request of a Grange Castle Business Park Management company regarding the access to the leased area.
15. That the Tenant will remove all equipment and items from the leased area on termination and yield up the leased area to the Landlord in good order, repair and condition. Any required reinstatement works shall be carried out to the written satisfaction of the Landlord.
16. That this lease will be subject to any other terms and conditions as deemed appropriate by the Council's Law Agent.
17. That the Tenant shall sign a Deed of Renunciation.
18. That the Tenant shall pay all stamp duty and VAT arising from the granting of this lease.
19. That each party shall be responsible for their own legal fees and other professional fees incurred in this matter.
20. That any dispute arising between the parties shall be referred to an Arbitrator nominated upon application to the Society of Chartered Surveyors Ireland.
21. During the currency of this Lease, the Lease shall be a bare Lease only and this Agreement is not intended, nor shall it operate or be deemed to operate otherwise, either at law or in equity.
22. Without prejudice to the generality to the foregoing, nothing in this Lease shall be deemed to imply the relationship of Landlord and Tenant between the the Lessor and the Lessee and any permitted occupation of the Property hereinbefore referred to for

the purposes of this Lease, shall not constitute a tenement within the meaning of the Landlord & Tenant Act, 1980, nor any statutory modification nor amendment thereof.

The lands being disposed form part of the lands acquired by the Council in 1997 from Alfred Beattie for housing and operational purposes.

Colm Ward

Chief Executive