# **COMHAIRLE CONTAE ÁTHA CLIATH THEAS**

## SOUTH DUBLIN COUNTY COUNCIL



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 10th February 2025**

**H-I 7 (c)**

**Proposed renewal of Lease for part of ground floor and first floor offices to The Commissioners of Public Works in Ireland [OPW] at County Hall, Belgard Square North, Tallaght, Dublin 24.**

# The Commissioners of Public Works in Ireland [OPW] have held a lease on the offices located at Belgard Square North from 1st April 2004 for a period of 18 years and 9 months. a request to renew the lease was received from the OPW within the terms of the lease held and under Landlord and Tenant legislation, OPW are entitled to a renewal, starting from 1st Jan 2023.

# The terms below have been negotiated by Dublin City Council Valuations Office on behalf of South Dublin County Council and reflect current market value. It is recommended that the Council dispose of this property by way of a new 10-year lease subject to the Provisions of Section 183 of the Local Government Act 2001 on the following terms and conditions:

1. Lessor: South Dublin County Council [“the Council”].
2. Lessee: The Commissioners of Public Works in Ireland

 (OPW)

1. That the demised property comprises of fully fitted ground floor offices and first floor offices at County Hall, Belgard Square North, Tallaght, Dublin 24 as shown outlined in red on the attached copy map Drawing No: LD1027(A) & (B).
2. That South Dublin County Council shall be prepared to grant a 10-year lease, commencing on 1st January 2023 to The Commissioners of Public Works in Ireland [OPW]. The tenants have been in-situ and rolling over on their old lease.
3. That the lease shall be on an internal repairing and insuring (I.R.I.) basis at a rent of €93,380 (Ninety-Three Thousand Three Hundred and Eighty Euro) per annum plus VAT (if applicable), exclusive of outgoings, payable quarterly in advance by electronic transfer.
4. That in accordance with the terms and negotiation of the lease renewal, this lease will be subject to a five-month rent free period commencing on the 1 April 2025.
5. That the Lessee shall have a break option at the end of year five, subject to serving 6 months’ notice in writing.
6. That the rent will be reviewed at the end of year 5 to open market rental value of the demised property excluding any value attributable to any Lessee works/ improvements.
7. That the Lessee will be liable for the payment of annual service charges as determined by the Council.
8. That the Lessee shall be liable for all rates, taxes, charges and all outgoings relating to the demised property.
9. That the Lessee shall not sublet, assign or dispose of this lease without receiving the prior consent in writing from South Dublin County Council.
10. That the Lessee shall be responsible for any Stamp Duty liability arising out of the creation of this lease.
11. That the demised property shall be used for office purposes only.
12. That the Lessee will be responsible for insuring the demised property and will indemnify South Dublin County Council against all claims.
13. That no structural works may be carried out at the demised property without receiving the prior written consent of the Council.
14. That the Condition Report dated February 2004 shall be attached to this lease.
15. That the Council and its nominees shall retain all appropriate rights to access services (existing and new) for no compensation except for suitable and reasonable accommodation works.
16. That the lease agreement shall contain covenants and conditions as normally contained in leases of this type.
17. That each party shall be responsible for their own fees plus VAT in this matter.
18. That the above proposal is subject to the necessary approvals and consents being obtained from Council.
19. That the Council’s Law Agent shall prepare a draft Lease and shall include the terms and conditions to reflect the agreement reached and to protect the Council’s interest in the demised area and in adjoining areas (including the Civic Square) and buildings.

**Colm Ward**

**Chief Executive**