**COMHAIRLE CHONTAE ÁTHA CLIATH THEAS
SOUTH DUBLIN COUNTY COUNCIL**



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 18th September 2025**

**H-I 7 (c)**

**LD 1602 Proposed lease disposal of site to ESB Telecoms – Adamstown Avenue, Kishoge, Lucan, Co. Dublin**

The Council has received an application from ESB Telecoms Limited to lease a site at Adamstown Avenue, Kishoge, Lucan, Co. Dublin

The purpose of the application is to facilitate a replacement site for the existing ESB Telecoms Tower situated in the ESB Substation at Balgaddy, Lucan. ESB Telecoms were granted planning permission for the existing tower to remain at the site until October 2025. The planning is temporary as the ESB substation is in the middle of the Clonburris Strategic Development Zone (SDZ) and the lands surrounding the substation are earmarked for residential development, and an element of open space.

The Chief Valuer was instructed to enter into negotiations and they have recommended the following terms which they consider to be fair and reasonable, and which have been accepted by ESB Telecoms Limited.

Accordingly, I recommend that, the Council disposes of a site measuring approximately 100 square metres at Adamstown Avenue, Kishoge, Lucan, Co. Dublin, as delineated in red on the indicative map, by way of a 20 (twenty) year lease in accordance with Section 211 & 212 of the Planning & Development Act, 2000, and subject to the provisions of Section 183 of the Local Government Act, 2001, subject to the following terms and conditions:-

1. That the proposed lease area is delineated in red on the attached drawing and measures approximately 100 square metres. The final extent of the leased area is subject to confirmation upon preparation of Land Registry compliant map by the Council.
2. That a 20 (twenty) year lease be granted to ESB Telecoms Limited for the installation, operation and maintenance of a 30 meter high multi-user free standing mast together with associated exchange cabinet and subject to a planning permission being granted.
3. That the Commencement Date of the Lease shall be a date agreed in writing between the Council and ESB Telecoms Limited following the grant of full and final planning permission (with all conditions capable of compliance) for ESB Telecoms Limited’s development of a telecommunications mast together with associated exchange cabinet on the Leased Area. ESB Telecoms Limited shall not be entitled to enter into possession of, nor exercise any rights over the Leased Area for the purposes of commencing the Development until such time as the Commencement Date has occurred in accordance with this Clause.
4. That if ESB Telecoms Limited is unable to obtain the necessary consents or commence the Development within 12 (twelve) months from the date of the Council’s resolution under Section 183 of the Local Government Act, the Landlord reserves the right to terminate the Lease upon written notice to ESB Telecoms Limited, without compensation or liability to ESB Telecoms Limited
5. 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 the agreed commencement date. The rent shall be paid annually in advance by standing order or electronic funds transfer.
6. That the rent shall be subject to review every five (5) years to open market rent. A rent review may be triggered by either, the Council or ESB Telecoms Limited, by serving written notice within twelve (12) months before or after the relevant review date. If no such notice is served within this period, the rent then payable shall continue unchanged until the next review date. At each rent review ESB Telecoms Limited shall provide an historic proof on number of operators that were on site during the last 5 year period.
7. That ESB Telecoms Limited acknowledges and agrees that access to the Leased Lands shall initially be from Adamstown Avenue to the west of the Leased Area ("Initial Access Route"). ESB Telecoms Limited further acknowledges that the lands over which the Initial Access Route passes are subject to the DART + South West Railway Order (the "Railway Order") by Córas Iompair Éireann ("CIÉ") and that CIÉ may, at its discretion, take possession of the lands forming part of the Initial Access Route at any time.
8. Upon CIÉ taking possession of the lands subject to the Railway Order, the Council shall use reasonable endeavours to procure an alternative means of access to the Leased Lands for ESB Telecoms Limited, which shall be from the eastern boundary of the Leased Area. ESB Telecoms Limited acknowledges and agrees that such new access will be subject to the completion by the Council of its housing development at the location and the finalisation of the access route by the Council.
9. The Council shall notify ESB Telecoms Limited in writing upon confirmation by the Council of the finalised access route. ESB Telecoms Limited shall thereafter be entitled to use the new access route once constructed and completed by the Council.
10. In the event that the Council does not complete the housing development or does not finalise the access route as described above within a reasonable timeframe, the Council and ESB Telecoms Limited shall, acting in good faith, enter into discussions to agree upon an alternative access arrangement, which may include, but not be limited to, further negotiation or the provision of temporary access from an alternative route. Any alternative access arrangement agreed between the parties shall be documented in writing and shall form part of the Lease.
11. That the Council, as part of the Lease and for its duration only, grant to ESB Telecoms Limited a temporary easement and all necessary rights over that part of the Council’s property shown coloured purple on the attached drawing required for the installation, use, maintenance, repair, and (if necessary) replacement of a ducting route exiting the Leased Area to the north and extending to Adamstown Avenue. ESB Telecoms Limited shall have the right to access the Ducting Route for such purposes.
12. That ESB Telecoms Limited 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.
13. That ESB Telecoms Limited shall be responsible for all outgoings and charges associated with this lease including, inter alia, Council’s set up fee of €6,000 (six thousand euro), Council’s legal fees & charges, installation costs, structural surveys, engineering reports and required certifications (pre and post installation works), taxes, rates, any increased insurance premiums and security costs as a result of this lease, including utility connection charges and separate meter installation fees which shall be payable upon execution of this Lease and prior to ESB Telecoms Limited taking possession of the Leased Area.
14. That ESB Telecoms Limited 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.
15. ESB Telecoms Limited shall indemnify and keep the Landlord indemnified against all losses, damages and claims. ESB Telecoms Limited will maintain public liability insurance in the sum of €6,500,000 and employer's liability insurance in the sum of €13,000,000.
16. That if accidental damage is caused to the equipment, cables or associated network, the Council will not be responsible for any claims
17. 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.
18. That ESB Telecoms Limited 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.
19. That this lease will be subject to any other terms and conditions as deemed appropriate by the Council’s Law Agent.
20. That ESB Telecoms Limited shall sign a Deed of Renunciation.
21. That ESB Telecoms Limited shall pay all stamp duty and VAT arising from the granting of this lease.
22. That each party shall be responsible for their own legal fees and other professional fees incurred in this matter.
23. That any dispute arising between the parties shall be referred to an Arbitrator nominated upon application to the Society of Chartered Surveyors Ireland.

**Colm Ward**

**Chief Executive**