GRAZING AGREEMENT

This Licence Agreement made the 4th **day of January 2027** between **FINGAL COUNTY COUNCIL** of County Hall, Swords, County Dublin, Local Authority (hereinafter called "the Licensor") which expression shall include its successors and assigns of the One Part and **NAME & ADDRESS** (hereinafter called "The Licensee") of the Other Part.

Whereas: -

1. In consideration of the payment of the sum of **€XXXXX** euro (hereinafter referred to as the "Licence Fee") to be paid by the Licensee to the Licensor by way of two instalments on the 1st February 2024 and 1st July 2024 (the receipt of which the Licensor hereby acknowledges) **AND IN FURTHER** consideration of the Undertaking by the Licensee to us for grazing only on a total of **XXX** acres or thereabouts statute measure of lands situate at **XXXXXXXXXX** in the County of Dublin or more particularly identified as Lot No. X on Map No. X outlined in black on the map attached hereto (hereinafter referred to as the "Licensed Lands") for a fixed term of **Eleven Months from the 4th day of January 2027 to the 30th day of November 2027 inclusive** (hereinafter referred to as the "Licence Period") subject to the terms and conditions set out in the Schedule hereto.

2. The Licensee hereby covenants with the Licensor that he/she will observe all the terms and conditions contained in the Schedule hereto as to each term and condition applicable to the Licensee was incorporated as a separate covenant with the Licensor.

SCHEDULE

1. The Licensee shall not remove any timber, sand, gravel or other mineral products off the Licensed Lands without the prior approval of the Licensor. The Licensee shall not store vehicles without the prior approval of the Licensor.

2. The Licensee shall not construct or cause to be constructed or erected on the Licensed Lands any fixture or building of a permanent or temporary nature without the prior consent in writing of the Licensor.

3. The Licensee shall execute all such works as any Local or Public Authority may require to be carried out in respect of the Licensed Lands including any buildings erected on the site with the consent of the Licensor and immediately after the receipt of any notice requiring such works to be carried out, the Licensee shall send a copy thereof to the Licensor.

4. The Licensee shall be liable for all the consequences of the lack of repair of such gates, fences, hedges, drains and trees whether arising from the escape from the lands of his/her livestock or any trespass by his/her livestock on adjoining properties not occupied by him/her or on the public highway and for all repair and the Licensee hereby indemnifies the Licensor against all claims and demands of whatsoever nature arising out of such lack of repair. It is especially agreed by the Licensee that he/she accepts full responsibility for his/her livestock on the lands and agree that the Licensor is in no way responsible for liable for accidents, loss or damage to the livestock from any cause whatsoever.

5. The Licensee acknowledges that the Licensed Lands have been inspected by the Licensee prior to the commencement of the licence and let subject to map measurements. No dispute will be entertained in relation to the accuracy of measurements and while every attempt was made to give accurate particulars in relation to the areas being let, no guarantee is given or implied therein and no responsibility is accepted for any inaccuracies.

6. If the Licensor gives the Licensee notice of any failure to do repairs required by this Licence, the Licensee shall commence the work within one month, or immediately in case of emergency, and to proceed with it diligently. In default, the Licensor shall be entitled to enter the lands to carry out the repairs and the cost thereof may be recovered by the Licensor as a simple contract debt in any court of competent jurisdiction.

7. The Licensee shall allow the Licensor, their servants or agents to enter on the Licensed Lands at any time during the License Period on service of at least four days notice to the Licensee for the purposes of inspection/surveying/soil testing. The Licensor shall not be held liable for any accident, loss, injury or other misadventure attributed to such inspection which may occur to the Licensee, his or her agents, employees, stock, crops or other property while the Licensee is in occupation of the lands.

8. The Licensees shall destroy all noxious weeds at his/her own expense within the meaning of the Noxious Weeds Act, 1936 as amended on said lands and shall keep down the growth of noxious weeds as defined thereon during the Licence Period. For avoidance of doubt ragwort, thistle, dock and wild oat amongst others are listed as noxious weeds.

9. The Licensee shall ensure that any animals not in his/her ownership which strays onto the Licensed Land shall be removed and any resultant damage made good. The Licensor shall not be held liable for any accident, loss, damage or other misadventure attributable to such damage which may occur to the Licensee, his/her agents, employees while the Licensee is in occupation of the Licensed Land.

10. To take such measures as may be necessary to ensure that any effluent discharged into the drains or sewers which belong to or use for the Licensed Lands in common with other hereditaments and premises will not be corrosive or in any way harmful to the said drains or sewers or cause any obstruction or deposit therein.

11. The Licensee shall comply with environmental regulations governing agriculture. Failure to comply with environmental regulations governing agriculture shall be a breach of this agreement.

12. Without prejudice to any other clause herein, not to keep or allow to be kept on the licensed land any substance or material of a combustible or offensive nature, the keeping whereof may require a Licence/Consent of any Local or Public Authority unless the Licensee obtains such Licence/Consent and complies with the terms and conditions thereof. The Licensee shall inform the Licensor in writing of any application for and of the issuing of such Licence/Consent.

13. The Licensee shall not do or permit to be done any act or thing which might be or grow to be a nuisance or to the annoyance, damage or inconvenience of the neighbourhood or the property adjoining or near the Licensed Lands or of the owners or occupiers of any such property. The Licensee shall not do or permit any damage to the present trees and fences on the Licensed Lands.

14. The Licensee shall not do or permit to be done upon the Licensed Lands anything which may render the Licensor or the owner of the adjoining premises liable to pay and increased or penal premium in respect of any insurance policies by the Licensor or the owners of adjoining premises which might render such insurance policies void or voidable or in any way prejudice the right of or increase the responsibility of the Licensor or the owners of the adjoining premises under any such insurance policies.

15. During the term of this agreement the Licensee shall indemnify Fingal County Council, its Servants and Agents and save it harmless from all losses, damages, liabilities, costs and expenses (including necessary legal expenses) arising out of injury to any person or loss of or damage to any property whatsoever, resulting from or in any way connected with or arising out of the use of the property by the Licensee and its servants or agents.

16. Without prejudice or limitation to the Licensee's liability as set out above, the Licensee shall maintain a public liability policy of insurance with an indemnity limit of not less than **€6.5 million** for any one accident unlimited in any period of insurance. The policy shall include an indemnity to Fingal County Council and a copy of the policy shall be furnished to the Council on demand.

17. The Licensee shall remove all plant, machinery and stock from the lands and shall give up clear possession of the Licensed Lands to the Licensor on the expiry of this Licence.

18. The Licensor shall not be responsible to the Licensee for any loss or injury which may occur through the animal escaping from any field in which they may be pastured, and the Licensee must indemnify the Licensor against any claim which may be made against the Licensor in consequence or any trespass by the Licensees animals. During the period of this Licence all animals are at the risk of the Licensee as regards accident, illness or misadventure of any description.

19. The Licensor is to have a general lien on all of the animals of the Licensee on the lands for any sum for the time being owned for pasturage or otherwise on foot of this agreement. The lien may be enforced by the sale by auction or private treaty of any animals for the time being on the lands.

20. Notwithstanding anything hereinbefore contained it is expressly agreed by the Licensee and declared that if he/she the Licensee shall be guilty of any breach of the conditions of this Agreement and fail to make good any such breach within a reasonable time it shall be lawful for the Licensor to enter upon the lands or any part thereof in the name of whole peaceably to hold and enjoy the Licensed Lands thenceforth as if these presents has not been made without prejudice however to any claim of the Licensor against the Licensee arising out of any antecedent breach of any conditions of this License.

21. The Licensee hereby agrees to indemnify and keep indemnified the Licensor against the breach, non-performance and non-observance by the Licensee of any of the covenants and conditions on the Licensee's part herein contained or of the provisions or stipulations herein contained and intended to be performed and observed by the Licensee and against any actions, costs, claims, expenses and demand whatsoever or howsoever arising in respect of or as a consequence (whether the direct of indirect) of any such breach, non-performance and non-observances aforesaid.

22. The Licensee agrees to pay the Licence Fee payable to the Licensor by way of paying the fee by direct debit into the bank account of the Licensor by way of two half yearly payments agreed by the Property Services Section of the Licensor.

23. The Licensee shall ensure any public or private right of way shall not be obstructed.

24. The licence may be revoked by the Licensor upon serving of 14 days prior to written notice of its intention to do so on the licence if the Licence Fee or the sum reserved by this agreement is unpaid within 14 days after becoming payable. Upon termination of this licence, this licence shall at the expense of the Licensor immediately remove the

livestock and reinstate the Licensed Lands to the condition as existed on the date of the grant of this licence. In the event of such said crops not being removed in a timely fashion, any residue crops shall remit to the Licensor. The licence may be revoked by the Licensor upon giving the Licensee written notice of verification ("Termination Notice") in the event of material breached by the Licensee of its obligations or under any part of this licence such as the Licensee has failed to remedy within 30 days after been given notice in writing by the Licensor requiring the said breach be remedied. The Licensee shall, upon receipt of a termination notice immediately withdraw from the Licensed Lands and remove all its livestock, plant machinery and equipment. The Licensee shall reinstate the lands to the condition that existed on the grant of this licence. In the event of the licence being revoked in accordance with this clause the Licensee shall not be entitled to seek any payment or compensation from the Licensor.

25. This agreement should be governed by reference to Irish Law and Irish Courts.

26. The Licensee hereby admits and acknowledges that the Licensor is the owner of the licence lands and the Licensee has no legal title or claim of any kind of licensed land. The Licensee shall not assign, under let, part with or otherwise in any way whatsoever under this licence without the prior written consent of the Licensor.

27. The Licensee acknowledges that he has read and fully understands the terms of the licence and has received independent legal advice in respect of the licence and the terms thereof.

28. The Licensor shall not be responsible for any water supply. The Licensee shall make any necessary provision for same throughout the letting. The Licensor shall not be responsible for any water supply. The Licensee shall make any necessary provision for same throughout the letting. Any water abstractions undertaken shall be in accordance with the European Union (Water Policy) (Abstractions Registration) Regulations 2018 (S.I. No. 261 of 2018). Abstractions of 25 cubic meters (25,000 litres) of water or more per day are required to register their water abstraction with the Environmental Protection Agency.

29. On the instruction of the Department of Agriculture, Food and Marine and in accordance with Commission Regulations **no: 504/2008** all horses, ponies, donkeys and other equidae must be identified by means of a passport and microchip.

IN WITNESS WHEREOF the Licensee has hereunto set his hand and affixed his seal and the Licensor has caused its Common Seal to be affixed the day and year first herein written.

Signed and Delivered by

_____

NAME

In the presence of:

_____

WITNESS

PRESENT when the Common Seal
Of FINGAL COUNTY COUNCIL
Was affixed hereto

_____

Nominated Employee

_____

Senior Executive Officer