

To the chairperson and members of
the North Central Area Committee

Meeting: 16th September 2024

**Lease of part of cellar and part of car park area adjacent No.89 Swords Road
(Viscount Pub), Whitehall, Dublin 9**

An application has been received from Cullen Tyrell & O'Beirne Solicitors on behalf of Costigo Taverns Limited (the owners of No.89 Swords Road), to regularise the position with regard to the cellar and part of the car park area adjacent to No.89 Swords Road (The Viscount Pub), Whitehall, Dublin 9. The cellar adjacent to No.89 Swords Road has been utilised by the owners of No.89 Swords Road, Whitehall, Dublin 9 for a number of years. The cellar and car park area is shown outlined red on Map Index SM-2023-0504, and has an area of approximately 119 square meters.

In order to ensure good estate management, Dublin City Council are willing to lease the cellar and car park adjacent to No.89 Swords Road, Whitehall, Dublin 9 to Costigo Taverns Limited, subject to the following terms and conditions:

1. That the lease shall be for a term of 20 years with 5 yearly rent reviews commencing on a date yet to be finalised.
2. That the demised area comprises of 119 Sq.m or thereabouts, outlined red on the attached copy map (Ref No: SM-2023-0504).
3. That the annual rent payable for the initial 5 year rent period of the lease shall be in the sum of €7,000 euro (Seven Thousand Euro) per annum. VAT is not applicable.
4. That the lease shall provide for a Rent Review every five years, to open market rental value, to be agreed between parties, in the event of a dispute regarding the rent there may be an application to the institute of Chartered Surveyors to appoint an arbitrator.
5. That all outgoings, including rates, taxes, insurance, waste charges or any water charges which may be payable shall be the responsibility of the lessee.
6. That no additional buildings shall be constructed or development of the plot take place without prior written consent of the Council. Such consent must be sought and granted in writing prior to any planning application (if required) affecting the subject plot.
7. That the plot shall be used solely in conjunction with the adjacent pub business currently trading as 'The Viscount'. The cellar shall be used for ancillary use of the same pub business and the car park spaces to be used for either car parking and/or beer garden use only subject to planning approval.
8. That in the event of the property ceasing to be used by the lessee on a regular basis for such purposes it shall revert free of charge to the Council.



9. That the lessee shall not sell, assign, sub-let or sub-divide, alienate or part with possession of the subject property without the prior consent of the Council.
10. That the lessor shall retain access to any services pipes and manholes that exist on the subject plot.
11. That the lessee shall be responsible for the repair and upkeep of the demised area, security and surrounding boundary treatment.
12. The lessee shall be responsible for fully insuring the premises and shall indemnify the Council against any and all claims arising from its use. The lessee shall obtain a high level of public liability and employers liability insurance.
13. That the lease will contain covenants and conditions usually contained in a lease of this kind to be drafted by the Law Agent.
14. That each party shall be responsible for its own fees in this matter.
15. The lease is subject to the successful extinguishment of the public right of way.

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

Maire Igoe
Máire Igoe
Acting Executive Manager

Date: 30/08/2024