



Grant of a 20 year lease of the Ground Floor Unit at 19 Dawson Street Joshua Dawson House to BO and WEI Ltd t/a Musashi Sushi

Joshua Dawson House (which includes a ground floor unit), at 19 Dawson Street, Dublin 2 is owned by Dublin City Council. The ground floor unit, the former Greenhouse Restaurant ceased trading during the Covid pandemic and the existing lease agreement was surrendered to the City Council in 2023 Managers Order D054 dated 05 April 2023 refers. The unit was subsequently marketed and agreement has now been reached with the successful applicant with regard to a 20 year lease agreement of the premises subject to the following terms and conditions which the City Valuer considers fair and reasonable.

1. That the demised premises comprises the ground floor only of the subject property shown outlined in red on the attached copy map (SM-2023-0326). The property extends to an area of approx. 130 sq.m. A plan of the unit will be attached to the legal documentation on the agreement of terms.

The total Gross Internal Area will be subject to joint measurement per the SCSi Code of Measurement Practice. There will be a tolerance provision of +/- 3% within which the rent shall not increase or decrease. The rent shall be adjusted accordingly should this tolerance be exceeded. If the tolerance exceeds +/- 8%, the Lessee shall have the right to rescind the Contract. The Lessee will be allowed to measure the property before occupation to prepare their fit-out drawings.

2. That the Lessee entity shall be BO & WEI Limited t/a Musashi Sushi, No.47 Suir Rd, Kilmainham, Dublin 8, D08 K8P3. Company Registered number: 503268
3. That the lease commencement date shall be on the date of possession.
4. That the Lessor shall grant a 20 year Internal Repair and Insuring Lease (IRI) to the Lessee commencing on the Possession Date.
5. That the rent shall be as follows: (VAT will not apply).

Year 1 - €100,000 (one hundred thousand euro) per annum.

Year 2 - €100,000 (one hundred thousand euro) per annum.

Year 3 - €110,000 (one hundred and ten thousand euro) per annum.

Year 4 - €110,000 (one hundred and ten thousand euro) per annum.

Year 5 - €110,000 (one hundred and ten thousand euro) per annum.

For the avoidance of doubt, the rent is exclusive of insurance, rates and all other charges associated with the property.

6. That the rent shall be reviewed every 5 years to market rent. The review shall be at the anniversary of the expiry of the fifth year from the Possession date. Both the Lessor and Lessee shall have the right to initiate the rent review.
7. That the Lessor shall grant the Lessee a break option at the end of Year 8 subject to 6 months written notice. There will be a mutual break option on the expiry of Year 15 of the term subject to six months prior written notice from either party. The Lessor shall be obliged to notify the Lessee 30 days before the break date notice of any amounts due under the Lease to the break date.

The break option shall be conditional upon payment of all rent and occupational costs to be up to date and conditional on compliance with lease covenants.

8. That the Lessee shall be granted a rent free period of 12 months as structured below over the term of the lease:
 - Year 1: 7 months' rent free from the Possession Date.
 - Year 2: 4 months' rent free from the beginning of Year 2 of the term
 - Year 9: 3 months' rent free from the beginning of Year 9 should the Lessee not exercise their break option in Year 8.

The rent-free period does not apply to the obligations to pay other property costs (rates, insurance, utilities etc.) and the Lessee shall pay such costs from the Possession date.

9. That the rent shall be payable monthly in advance by direct debit mandate. The first month's rent and insurance are payable on the Lease signing date.
10. That the unit shall be handed over in its current 'as seen' condition. A Schedule of Condition is to be drafted and agreed prior to taking occupation which will be annexed to the lease and referred to for Yielding Up at the end of the term. The cost of the Schedule of Condition, prepared by a third party, is to be agreed by both parties and the costs shared. The unit is to be taken as seen with the existing services provided. The Lessor shall not disconnect utilities until the Lessee has had the opportunity to transfer across.
11. That the Lessor will take no responsibility in offering a dedicated bin store area and the Lessee must satisfy themselves in relation to bin storage.
12. That the Lessee shall be responsible for payment of commercial rates from the date of Possession.
13. That the demised premises area is to be used as a high quality seated restaurant for consumption on and off-site with ancillary products, including the sale of alcoholic beverages via a Special Restaurant Licence, in which the Lessee will be the responsible to obtain.
14. That the Lessee shall request in writing if they wish to carry out any works to the demised premises, subject to approval to by the Lessor. These works will be funded by the Lessee.

15. That the Lessee shall take out and produce to Dublin City Council, Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employers Liability Insurance in the sum of €13,000,000 (thirteen million euro), for any incident with an insurance company authorised by the Central Bank of Ireland to operate in the Republic of Ireland, and the policy shall indemnify the Council against all liability as owner of the property.
16. That the Lessee shall be responsible for the insurance of the contents and fittings within the demised premises.
17. That the Lessor shall be responsible for the payment of the insurance of the structure by which the cost will be recoverable by the Lessee.
18. That The Lessor expects a best-in-class fit-out. The Lessee will be required as soon as possible to submit to the Lessor detailed design proposals in compliance with all statutory regulations. The Lessee's fit-out is subject to the prior written approval of the Lessor. The Lessee shall be responsible for all works and fit out to the property including any connection fees etc.

Following approval by the Lessor, the Lessee must obtain all necessary statutory consents and approvals, including any building control, fire safety certification, and disabled access certification in relation to the Lessee's works.

Any external signage will be subject to Lessor and Local Authority consent.

19. That the Lessee shall be responsible for any application and costs associated with any planning applications related to the property for signage, change of use etc.
20. That prior to or at the termination of the Lease the Lessee shall, yield up the premises at the end of the term in good repair and condition with the fit-out of the premises remaining in place and the Lessee removing loose fixtures and fittings, branding, and signage, at its own expense, remove all materials not belonging to the Council and shall leave the demised premises in a clean and tidy condition, no worse condition than the current handover, to the satisfaction of the Council and to bear cost (if any) incurred by the Council in making good any damage caused. Should a dispute arise, there shall be an opportunity to go to arbitration. A schedule of condition/photographic survey will be appended to the lease of which the cost will be split by both the Lessee and Lessor.
21. That the Lessee must obtain any Fire Safety Certificate and Disabled Access Certificate necessary for their fit-out.
22. That the Lessee will ensure that the highest levels of Health and Safety Standards apply to the use of the demised area and ensure compliance with all relevant legislation.
23. That there will be an absolute prohibition on structural alterations. Internal non-structural alterations will be permitted without the previous written consent of the Lessor, which will not implicate any Fire Cert/DAC/Planning permission. The Lessee must notify the Lessor in advance of these works.

Internal structural alterations requiring any Fire Cert/DAC/Planning permission will be permitted only with the Lessor's prior written consent(s) not to be unreasonably withheld or delayed. The Lessor will be entitled to recover its reasonable and proper costs.

24. That the following shall apply in relation to Alienation:
 - a) Assignment/under-letting of part of the property will not be permitted.
 - b) Assignment of the whole will be permitted with Lessor's prior written consent.
 - c) Under-letting of the whole is permitted only at Lease rent, with Lessor's prior written consent. Underletting below Lease Rent shall be prohibited.
 - d) No mortgage or charge may be created without the consent of the Lessor.
 - e) Group sharing will be permitted subject to normal user and covenant provisos if no Landlord and Tenant renewal rights are established. The exact wording must be agreed upon at legal stages between respective solicitors.
25. That the Lessor will have the right to match any bona fide offer to assign the premises, and the Lessee will enter a pre-emption agreement in this respect. The Lessor will have a pre-emption notice of 21 days. The Lessor's pre-emption rights will not apply for simultaneous group disposal of 3 or more stores within the group.
26. That the Lessee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
27. That the Lessee will permit the Council, its officers, agents and workmen to access the demised premises at all reasonable times, provided suitable notice period is provided by the Lessor.
28. That the Lessee is not to do or allow to be done or permit any act or thing which is or is likely to be or become a nuisance, danger or source of annoyance, inconvenience of disturbance to the Lessor or the occupiers of neighbouring premises or to the public at large.
29. That the Lessee is to notify the Lessor forthwith in writing of every notice received at the premises from any statutory, local or sanitary authority and to comply therewith, however, shall they fail to do so, this shall not be deemed a breach of contract.
30. That the Lessee shall be responsible for internal decoration and maintenance, including signage and plant. The Lessee is to redecorate the demised premises, shop front and fascia in every 5th year of the term. The Lessor is responsible for the upkeep of the building's external decoration, maintenance, and structural repairs. As per point 10 schedule of condition to be appended to the lease.
31. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
32. That the Lessee shall be responsible for the payment of VAT, if applicable, and any other taxes or charges which might fall due from the creation of the lease.
33. That the Lessee shall be responsible for any stamp duty which may arise on the creation of the Lease, which will be payable on signing.
34. That each party shall be responsible for their own fees in this matter.
35. That the lease shall include any amendments and/or other conditions as deemed appropriate by the Council or by negotiations by both parties' law agent.
36. That the above proposal is subject to the necessary consents and approvals being obtained.

37. That the agreement shall be subject to the following:
- a. Subject to Contract
 - b. Subject to Lessor's consent to the proposed Lessee fit-out
 - c. Subject to photographic schedule being carried out with the cost split between Lessor and Lessee
 - d. Subject to Lessee agreeing consent with the adjoining office occupier for bin store area
 - e. Subject to the transaction being completed by way of An Agreement for Lease to be signed 12-16 weeks after receipt of full council approval

The land was acquired from Joshua Dawson on 18th May 1715 part acquired from Gustavus Hume on 3rd May 1777.

The Land Development Agency has advised that it is not intended to acquire the land for the purposes of Section 53(4) of the Land Development Agency Act 2021 and has notified the Council in writing to this effect.

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

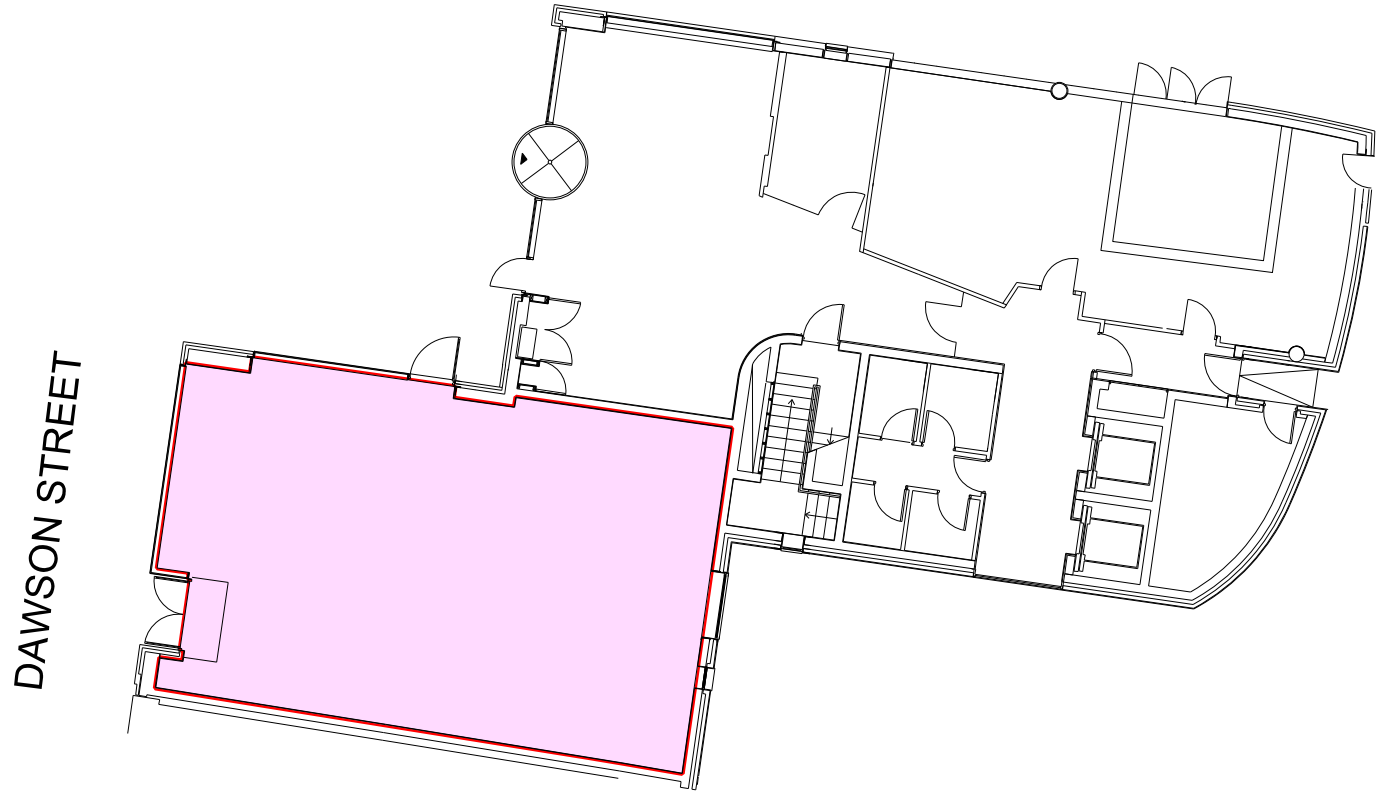
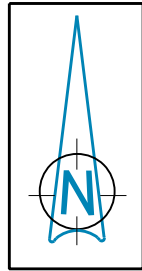
This proposal was approved by the South East Area Committee at its meeting on the 14th October 2024.

This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

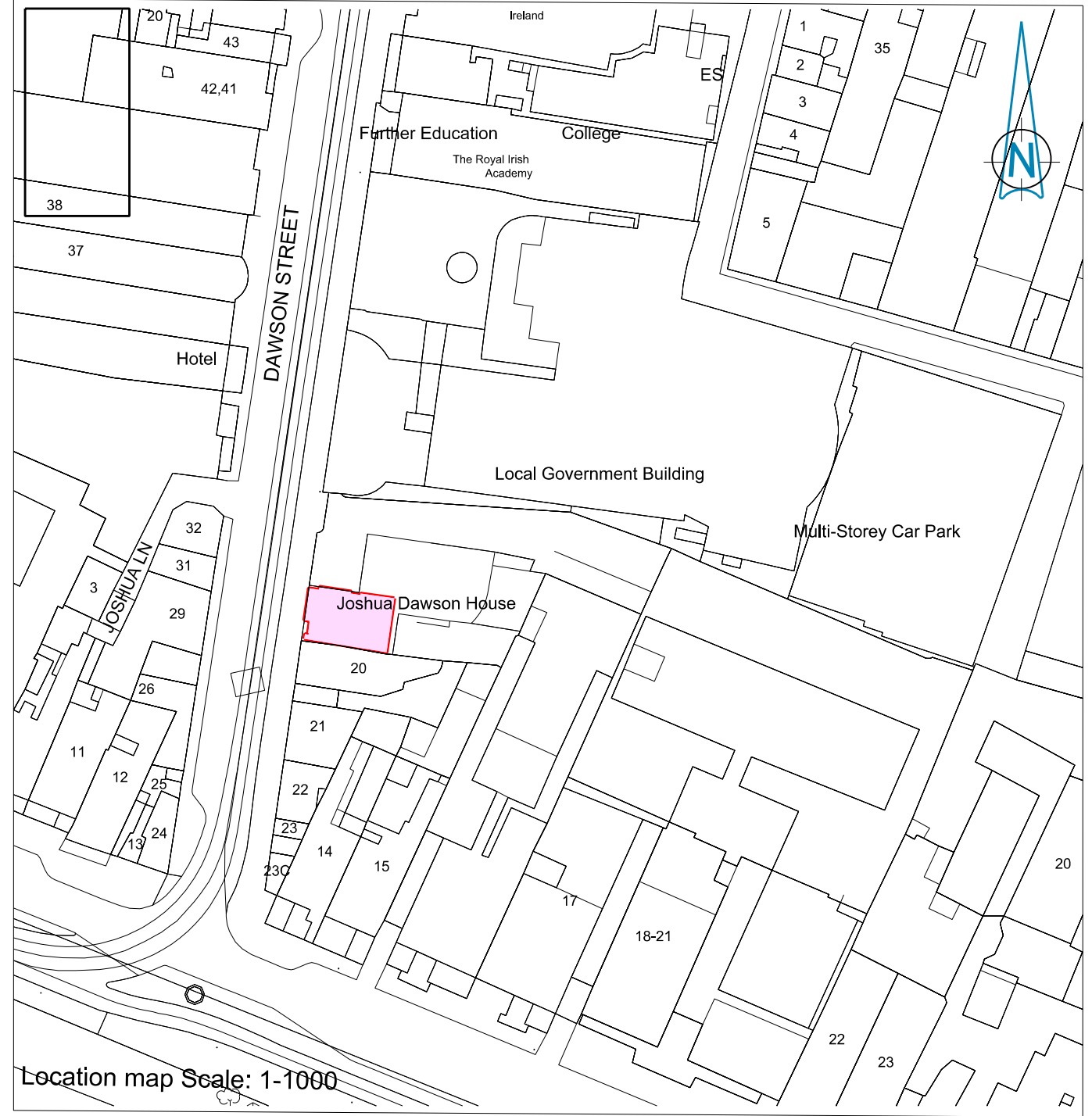
Resolution:

"That Dublin City Council notes the contents of this report and assents to the proposal outlined therein".

Máire Igoe
A/Executive Manager
21st October 2024



Scale: 1-200



Location map Scale: 1-1000

DAWSON STREET - Joshua Dawson House

Grant of lease (ground floor only)

NOTE: Area = 130 sq. metres approx.



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

An Roinn Comhshaoil agus Iompair
Rannán Suirbhéireachta agus Léarscáilithe
Environment and Transportation Department
Survey and Mapping Division

O.S REF
3264-11

SCALE
1-1000, 1-200 @ A3

DATE
26-05-2023

**SURVEYED /
PRODUCED BY**
PMcGinn

FILE NO F:\SM-2023-0326 - 001 - A.dgn

INDEX No

DWG No

REV

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY
DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE
SURVEY, MAPPING AND RELATED RESEARCH APPROVED

Dr JOHN W. FLANAGAN
CEng FIEI FICE
CITY ENGINEER

APPROVED
THOMAS CURRAN
ACTING MANAGER LAND SURVEYING & MAPPING
DUBLIN CITY COUNCIL

INDEX No.
SM-2023-0326