

22 January 2024

To the Chairperson and Members of  
The South East Area Committee

Meeting: 12<sup>th</sup> February 2024

Item No:

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**Proposed Exchange of lands and air rights at Kevin Street Library**

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Dublin City Council owned Kevin Street Library is adjacent to a significant development known as Camden Yard. The development is the subject of planning permission 2682/20. It is necessary for Dublin City Council to grant air rights to facilitate a section of the development that overhangs the rear of Kevin Street Library. In exchange for air rights the developer is providing an additional library space connected to the rear of the current library for no consideration. There was significant interaction with the developer's team and the City Librarian and the City Architects/technical staff in respect of the specification of the space. The developer is additionally in discussions with both the Parks Department and the Area Office in relation to upgrading works in Kevin Street Park and Bishop Street flats. The Chief Valuer is prepared to recommend settlement of this matter, subject to the following terms and conditions, which are considered to be fair and reasonable:

1. That the Council holds the unencumbered freehold equivalent interest in possession of the property known as Kevin Street Library.
2. That the Applicant is developing a mixed use scheme, known as Camden Yard, which includes a ground floor library unit, within a larger office block, located immediately to the rear of the existing Kevin Street Library, as per planning ref 2682/20 and ABP 309217-20.
3. That the Council shall transfer the 'air rights' over part of the property at No.1 (part of the existing Kevin Street library), as shown on attached drawing No.1 for no consideration. This will facilitate the construction of an office development, in accordance with the planning permission granted, reference 2682/20 and ABP 309217-20.
4. That in exchange for the air rights at the property set out in No. 3 above, the applicant will transfer the long leasehold (freehold equivalent of 999 years) title to the Council of the 'Library Unit' comprising a GIFA of 237sq.m or thereabouts as shown outlined on the attached drawing No. 2 which will be an extension to the existing Library at Kevin Street as permitted under reference 2682/20 and ABP 309217-20, for no consideration. The applicant will provide for an eternal right of way to safeguard the access and egress from the new library space and also to provide for access to the roof of the existing library building.

5. That the Applicant shall enter into a Building Licence agreement with the Council in respect of the development of the 'air rights' by the Applicant as set out at No.3 above. The Building licence shall be subject to usual terms and conditions of a licence of this nature, including but not limited to the following:
  - a. That the Licensee shall indemnify the licensor against any and all claims arising the construction of the properties and potential damage to the Kevin Street Library. That the licensee shall 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 a recognized Insurance Company with offices in the State, and the policy shall indemnify the Council against all liability as owner of the property.
  - b. That the licence will permit the Applicant access to the Library as necessary to facilitate the works in the airspace (including access and scaffolding requirements);
  - c. That during all works the applicants appointed contractor shall endeavor to maintain access to Kevin Street Library and minimize disruption and noise.
6. That the 'Library Unit' as set out at No.4 above shall be completed and fully fitted out in turnkey condition. Practical Completion of the commercial development is estimated to occur during Q3 2025. The Council will facilitate snagging in the Library Unit after the date of practical completion.
7. That the Library Unit shall be transferred on practical completion fully compliant with all necessary certification and building compliance, including Fire Cert, DAC, and BER to allow lawful occupation and use for its intended purpose.
8. That the Applicant shall procure collateral warranties in favour of the Council from (1) the main contractor for the Library Unit works and (2) the architect for the Library Unit works. The Applicant shall have no liability for the Works or any defects therein after practical completion.
9. That the Council shall be prepared to make a contribution of €150,000(one hundred and fifty thousand euro) inclusive of VAT, towards the fit-out, payable on the transfer of title, as per No.10 below.
10. That simultaneously upon entering the Building Licence set out at No. 5, the parties will enter into a contract for exchange of the Library Unit set out at No. 4 for the airspace set out at No. 3 above. That the title between the parties shall transfer upon the practical completion of the works at No. 6 above, as follows:
  - a. A long lease of the Library Unit from the Applicant to the Council to be exchanged simultaneously with the deed at line b. below. This long lease will reserve the event rights for the Applicant as described at No. 11 below;
  - b. A deed of surrender of part of the existing Library title to exclude the agreed airspace from that title and vest it in the Applicant.

11. That the Council will permit exclusive use of the Library extension for 10 'events' per year at no cost to the Applicant. This obligation will be reserved in the sub-lease of the Library Unit subject to the following restrictions:
  - a. That the use will be restricted to the opening hours of the library
  - b. That the dates and nature of the event are to be agreed in advance with the City Librarian and subject to the space being available. Any request will be required to be in writing and will only be permitted if there is no conflict with library events or regular library meetings
  - c. That the permitted use will be restricted to use by the adjoining residents/resident groups and non- commercial users within the Camden Yards Development
  - d. That each event is for a maximum period of one calendar day
  - e. That the events will be restricted to exhibitions, meetings, workshops, presentations and lectures
  - f. That if the applicant is in breach of the above, the City Librarian reserves the right to restrict usage.
12. That the Library Unit will be maintained and insured as part of the office development, service charges and insurance contributions will apply. These will be calculated on a pro rata basis based on the area of the Library Unit relative to the area of the office block of which it forms part. The service charges levied on the Library Unit will reflect the limited connection which the Library Unit will have with the office development and will be limited to services benefiting the Library Unit.
13. That save for the consideration at No.9 above, all costs of the works for both properties (including the fit-out) are to be borne by the Applicant, including but not limited to, site investigation, groundworks, services connections, planning fees, development and associated professional costs incurred in the delivery of the refurbishment on the land shall be paid by the Applicant.
14. That each party shall be responsible for their own professional fees.
15. That each party shall be responsible for their own VAT, Stamp Duty or other taxes arising.
16. That all outstanding charges, levies, rates and taxes (if any) on the respective properties for which each party is liable, shall be cleared prior to completion of the transaction.
17. That the Law Agent may include further terms and conditions as she deems appropriate, including Arbitration clauses, in order to protect the Council's interest in this case and to give effect to the implementation of the terms above .
18. That the above subject to the necessary approvals and consents being obtained.

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

**Maire Igoe**  
**A/Executive Manager**

**Date: 31/01/2024**