

WANDSWORTH BOROUGH COUNCIL

PLANNING APPLICATIONS COMMITTEE – 13TH MARCH 2003

Report of the Borough Planner on the proposed terms of a revised legal agreement relating to the Battersea Power Station site, Kirtling Street, SW8 (Queenstown)

SUMMARY

This report describes proposed revisions to the 1997 legal agreement relating to the approved development of Battersea Power Station and adjoining land.

**Recommendation**

1. Subject to the applicant's agreement to pay the cost of raising the legal agreement, the Committee are recommended to confirm the proposed changes to the legal agreement between the Council, the applicants and landowners relating to the approved development of the Power Station and adjoining land as set out in paragraph 4 (a) to (m).

**Background**

2. The Council approved outline plans for a mixed use development at the Power Station site in May 1997, put forward by Parkview International London plc, the owners (through related companies) and prospective developers of the Power Station and adjoining land. Since 1997 detailed plans have been prepared by Parkview and considered by the Council, in 2 stages – in August 2000 and May 2001. The development now includes:-
  - Leisure and entertainment complex in the power station – to include cinemas, shops, restaurants and attractions;
  - Residential development - 646 flats/maisonettes - including 22 live/work units;
  - Offices (41,704 square metres of floorspace) aimed at media/IT industries;
  - 2 hotels – ‘East’ & ‘West’ – 1,053 rooms/suites – with conference facilities in the East hotel; a railway station under the West hotel;

## ***Battersea Power Station***

- 'Product showcases' (29,608 square metres of floorspace) for businesses to display and demonstrate products;
  - A 2000-seat theatre outside the power station;
  - Local retail floorspace (930 square metres);
  - 3,500 car parking spaces;
  - Over 2 hectares of open space on the riverside, along with the riverside path & cycleway; a new public space on the south side of the Power Station, and a 'covered street' on the eastern side of the building between it and the East hotel; and
  - An extended and developed pier for river boat services.
3. A legal agreement with Parkview was completed in May 1997 about many aspects of the development. This aims to ensure benefits are provided, such as the re-building of the Power Station building, employment and business 'spin-off', open space, riverside path etc., and to limit impacts – particularly traffic generation – by requiring the provision of public transport, limiting car parking, controlling off-site parking. The agreement – as amended by subsequent supplementary agreements – is summarised in the Appendix to this report. In considering the second stage submission of details in May 2001 the former Planning Committee (Paper No. 01-429) approved the details subject to the agreement being updated to reflect changes to the plans since 1997. The former Planning Committee also approved, in August 2001 (Paper No. 01-683), the transfer of obligations concerning the site of the former Spicer-Cowan warehouse land, which was part of the adjoining Battersea Wharf site, to the Power Station site. The purpose of this report is to confirm the main terms of a revised agreement, following on from the detailed designs approved in 2001.

### **Proposed changes to the legal agreement**

4. Most of the main changes proposed to the agreement result from changes to the site layout such as extension to the riverside path as a result of the inclusion of the site of the former Spicer-Cowan warehouse land, changes to accesses through the site and open space provision; others result from the development being more detailed and changes to the expected programme. In summary the proposed changes are:-
- (a) Phasing – generally, no phasing would now be included in the agreement, as the Post Production Film Studios element of the development is no longer separately identified. It is now offered that many commitments (on riverside path, most of the open space, access routes, highway works, community purposes funds, CPZ) would be tied to the completion of various parts of the development, which simplifies and strengthens the agreement.

- (b) Completion of the 'Leisure & Entertainment Centre' (LEC) within the Power Station – securing the re-construction of the Power Station building before other parts of the development are opened/occupied; this would be in essence achieved when the works to reconstruct and convert the Power Station are 'practically complete' as certified by the architect; it is proposed that the clause limiting the opening/occupation of other development be altered to reflect that fact.
- (c) Highway works and highways within the site – the highway improvement works needed for the development have now largely been designed and therefore more detailed requirements can be included in the agreement; an obligation that agreements will be entered into under the Highways Act (with bonds for the works) is to be included. Also, it is agreed that the main highways in the scheme – the one-way system and 'loop' road serving the Power Station itself – will be publicly accessible but maintained by the developer.
- (d) Controlled parking zone (CPZ) – earlier timing of the Council's surveys and consultation on the proposed CPZ, with increased funding (over and above inflation), to allow such to be in place when the LEC opens; the bond for the CPZ works to be provided earlier as well, when agreement is reached on works, costs and timescale.
- (e) Other off-site impacts – funding for off-site 'amelioration works' to be delayed until LEC is completed, but the time period for the possible use of such funding is to be extended to 8 years after the opening of the LEC, to ensure adequate time for the implementation of any works.
- (f) Riverside path – a change to timing of the completion of the path so that it will be completed by the earlier of either the time when the LEC in the Power Station is open to the public, or 3 years of the completion of the LEC; this is to reflect the likely programme and problems with allowing public access whilst construction is underway and the riverside is in use for delivery of materials and/or other construction purposes; there would be an 'end-stop' date tied to the practical completion of the Power Station works to ensure completion. The extent of the riverside path has been increased by the inclusion of the site of the former Spicer-Cowan warehouse. Also, the agreement now needs to cover the upgrading of the existing opening under the viaduct leading to the Grosvenor Railway Bridge which connects the enlarged Power Station site with the Battersea Wharf site. This is a key link in the path and is in the ownership of Network Rail. The agreement proposes that the developer endeavours to secure the dedication of a route for the path here to become public highway, paying for the works needed to improve the area. If the developer cannot secure agreement within 3 years (or lesser time that may be agreed) the Council would need to take whatever action is necessary, without time limit. However, if, although it would appear unlikely, the use of compulsory purchase powers needs to be made to secure a public right of way, the costs associated with that action would not be covered. The

## ***Battersea Power Station***

developer also seeks the option of being able to enhance the specification of the riverside path's design/construction; this requires changes to the agreement to include the provision of an extra bond. A commuted maintenance sum is also now to be provided to cover the costs of maintaining the riverside path, responsibility for which would remain with the Council.

- (g) Access to the riverside path – again, the completion of the two access routes (one on each side of the Power Station) would be tied to the opening of the LEC; a small area of the site in the south-west corner is still owned by Network Rail so a provision would be included allowing the route to be varied at that point. (Also, it is possible that plans may be brought forward to redevelop the adjoining Cringle Dock Refuse Transfer Station. If those were to come to fruition there may be proposals to move the easternmost access (from Cringle Street to the riverside) onto that site, but that would need to be the subject of a further planning permission and agreement.)
- (h) Additional pedestrian and cycle routes – the approved scheme is based on a revised masterplan to that which was put forward in 1997; there are additional pedestrian and cycle routes as a result, and it is proposed that they will be secured in the agreement, including by a bond.
- (i) Employment – the obligation on the Council to secure match funding is to be removed (in view of the East Battersea SRB programme ending in 2005) and the obligation on the developer to fund the 'Clearing House' is to be changed to payment of funds to the Council.
- (j) Open space – the revised site layout and the addition of the former Spicer-Cowan site has increased the extent of open space which is to be accessible to the public; the agreement should reflect that, and it is proposed that at least a minimum area of open space – the riverside space included in the existing agreement plus that represented by what would have been achieved on the Spicer-Cowan site – become space which is generally available for public use. The only exception to this is a provision which is sought by the developer, that, on application to the Council there could be some event(s) which it might be agreed could use normally accessible areas for limited period(s) of time. This would be at the discretion of the Council. It is also proposed to change the timing of the provision of most of the open space, in the same way as for the riverside path, i.e. it would be completed by the time the LEC is open to the public or, at the latest, within 3 years of its completion. The area of open space to be provided on the Spicer-Cowan land has to be dealt with differently as it is leased back to Berkeley Homes as a working area pending the completion of their development at Battersea Wharf. The commitment would be to complete the open space on that land by the time the LEC is opened or within a period of obtaining vacant possession whichever is the later, with a guaranteed 'end-stop' date linked to the lease of the land.

- (k) Community space – there is no proposal to include a community space within the development so the developer now seeks removal of that option leaving them to pay funds for local ‘community purposes’.
  - (l) Construction traffic – additional/more detailed requirements are included to mitigate the potential impacts of construction traffic.
  - (m) Other and consequential changes – there are numerous other changes which reflect events since 1997 or are consequent upon the proposed changes. These include: changes to the parties involved as the off-shore land holding companies have changed and the National Westminster Bank is now included as a chargeholder, updating to reflect planning decisions since 1997, the enlargement of the development site, reduction in what is covered by dispute resolution clauses, and consequent revision of the ‘release’ provisions in the agreement, safeguarding the meeting of on-going obligations.
5. The proposed changes to the agreement leave the commitments on transport plans (and controls over parking provision) for the development unchanged. The transport proposals are being reviewed in association with the current planning and listed building applications for a new high level walkway link, an ‘airwalk’, between the Power Station and Battersea Park Station, which were submitted in November 2002. A report on this proposal will be made to the Committee in due course. It may be necessary to revise the agreement further in the light of decisions on this proposal. Another possible new proposal is a pedestrian/cycle bridge over the river, an application for which may be submitted in late Spring.

**Conclusion**

6. The legal agreement can be updated now to reflect changes made to the scheme since 1997. It is important in the meantime to secure release of the detailed approval to allow the scheme design to progress.

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The Town Hall  
Wandsworth  
SW18 2PU

5th March 2003

I Thompson  
Borough Planner

**Background Papers**

The following background papers were used in the preparation of this report:-

1. Agreement of 15<sup>th</sup> May 1997 between the Council, Parkview International London plc et al.
2. Report to the former Planning Committee 24th May 2001 (Paper No. 01 - 429)
3. Report to the former Planning Committee 30th August 2001 (Paper No. 01 - 683)

If you wish to inspect any of these documents, please contact initially the Committee Secretary on 020 8871 6006.

Battersea Power Station and adjoining land

Summary of the main points of the legal agreement of 15th May 1997 as amended by subsequent supplementary agreements of 7th August 2001 and 13th March 2002.

1. Phasing of the development/re-building the Power Station and completing the Leisure and Entertainment Complex within it – works to re-build and convert the power station to be completed before other parts of the development are occupied (Phases 2 and 3 i.e. the whole development other than post-production films studios – which were then separately identified within the scheme).
2. Provision of public transport to the site – all reasonable endeavours to be used to procure prior to the opening of the development (Phases 2 and 3):
  - a rail link to Victoria Station – either a ‘light’ or ‘heavy’ rail system
  - a riverbus service
  - a shuttle rail service to Clapham Junction

Best endeavours to be used to procure prior to the opening of the Leisure and Entertainment Complex:

- improvements to Battersea Park Station and/or the provision of improved pedestrian links between the station and the site
- shuttle bus services between the site and Vauxhall and Clapham Junction stations
- public bus services serving the site including the provision of new services and the alteration of existing services
- provision of real time passenger information (‘Countdown’) within the site and on routes to Vauxhall and Clapham Junction.

The latter 3 points are ‘best endeavour’ covenants for 1 calendar year after the opening of the Leisure and Entertainment Complex, and ‘reasonable endeavours’ thereafter; there are provisions for the Council or the developer to seek to vary the transport services. Also, if the developer encounters problems with third parties in relation to the improvements to Battersea Park Station there are provisions allowing the Council to step in and assist.

In relation to the rail link there is also a covenant by the developer not to open Phases 2 and 3 of the development until the railway station proposed on the site has been completed (at least to ‘shell and core’ stage if the rail link itself is not completed by the time the development is ready to open). There are also

## ***Battersea Power Station***

commitments relating to the provision of service details (including pricing), for agreement with the Council, of all transport services.

3. Highway works – works to provide the three new junctions with adjoining roads and the installation of traffic lights at Queen’s Circus have to be completed before any part of Phases 2 and 3 are opened.
4. On-site car parking – no more than 1500 car parking spaces are to be made available for use by members of the public visiting the Leisure and Entertainment Complex, theatres and product showcase uses. Details of car park pricing (to discourage commuter parking and encourage public transport use) and car park management to be submitted for approval.
5. Off-site car parking – funding of a new Controlled Parking Zone (CPZ) (at a cost of up to £1m) is guaranteed, if the Council decides it is necessary after consultation, by provision of a bond once the Phase 2 is open (or post production film studios are completed); survey costs to be paid when the planning permission is implemented; any deficit in operating the CPZ is covered as well for 11 years after the Leisure and Entertainment Complex is open. There are provisions to alter any existing CPZ (i.e. Battersea Park CPZ) and to fund changes to ‘red routes’, waiting or loading restrictions, and parking controls on Council housing estates.
6. Other off-site impacts – £750,000 to be deposited with the Council on implementation of the planning permission, along with a guarantee of at least another £500,000, to fund ‘off-site amelioration works’ in particular to mitigate traffic problems; these works can include putting up variable message signs, surveys of traffic, transport and highway conditions before and after the Leisure and Entertainment Complex opens, CCTV installation, additional highway works. Separate provision concerning traffic impact allowing the Council to serve a notice requiring action by the developer provided it does not require the closure of the site or the carrying out of actions already covered by ‘off-site amelioration works’ and any necessary consents are obtained.
7. Riverside path – a 10m wide riverside path and cycleway to be provided to the Council’s specification within two years of the development starting. At least two accesses to the riverside path to be provided to – one each side of the Power Station – within the same timescale as the riverside path, except that the western one can be delayed until the western hotel is completed; a temporary exit from the western end of the riverside path would be provided until the route to Battersea Park Road is completed. Reasonable endeavours to be made to procure public use of and access to the riverside jetty.
8. Employment – A ‘Clearing House’ to be set up jointly by the Council and the developer to publicise job and business opportunities provided by the development, advise local people on training courses, assist the occupiers of the development in using local people and businesses for their requirements, and aim to ensure that there are work experience opportunities for local school and college students. £150,000 to be provided by the developer for the Clearing House within one year of the development starting, with another £450,000 to be contributed

within the next 5 years provided that the Council secure match funding. Also, the developer to endeavour to secure up to another £150,00 per year for four years, from tenants and contractors, again, provided that the Council secure match funding.

9. Open space – at least 0.5 ha of publicly accessible riverside open space to be provided on the riverside and at least 0.25 ha of similar space to be provided adjoining Battersea Park Road, within two years of the development starting.
10. Community facilities – the developer either to provide a community space within the development or £397,000 (indexed) for ‘community purposes’, which are defined in the agreement, off-site.
11. Restrictions on retail uses – there is an upper limit on the retail element within the leisure and entertainment uses at 33% of the gross floorspace; retail uses within the LEC are to be essentially part of the leisure concept and cannot become a department store, nor can any part of the development become a supermarket or a superstore or sell ‘white goods’, nor can any self-service retail unit in the Power Station exceed 1,000 sq metres in size.
12. Construction traffic – details of site accesses and routes to be submitted for approval.
13. 1986 planning permission – no further implementation and provision for it to be revoked without compensation.