

# GREATER LONDON AUTHORITY

## REQUEST FOR MAYORAL DECISION – MD1182

### Title: LONDON LEGACY DEVELOPMENT CORPORATION AND GREATER LONDON AUTHORITY STATUTORY TRANSFER SCHEME 2013

#### Executive Summary:

The London Thames Gateway Development Corporation (LTGDC) initiated the Lea River Park Project to form a new linear pedestrian and cycle parkland route for use by the public linking green spaces along the River Lea, including the construction of two new footbridges over the river and through the trusses of the western side of the A13 East India Dock Road bridge. The LTGDC promoted a compulsory purchase order (CPO) to acquire the necessary properties and rights to implement the project. Various property rights and liabilities relating to the CPO, related agreements and associated professional support agreements were transferred by statutory transfer scheme to the GLA in April 2012 prior to the LTGDC's abolition. The point has now been reached where it is appropriate for those matters to be transferred from the GLA to the London Legacy Development Corporation (LLDC) as part of the latter's legacy remit. It is recommended that the Mayor makes a statutory transfer scheme to transfer those matters to the LLDC.

#### Decision:

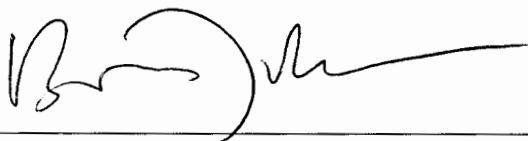
1. To approve the making of the London Legacy Development Corporation and Greater London Authority Statutory Transfer Scheme 2013 under sections 200(4) and 218(3) of the Localism Act 2011.
2. To sign and date the transfer scheme.

#### Mayor of London

I confirm that I do not have any Disclosable Pecuniary Interests in the proposed decision, and take the decision in compliance with the Code of Conduct for elected Members of the Authority.

The above request has my approval.

Signature



Date

27.3.2013

## **PART I – NON-CONFIDENTIAL FACTS AND ADVICE TO THE MAYOR**

### **Decision required – supporting report**

#### **1. Introduction and background**

- 1.1 Established in 2004 by central government and given an initial 10 year life the London Thames Gateway Development Corporation's (LTGDC) remit was to realise the economic, social and environmental revival of those areas of east London (Lower Lea Valley and London Riverside) blighted by dereliction, contamination, under achievement and disadvantage.
- 1.2 In 2011 LTGDC's sponsoring department, DCLG, announced that in line with government policy to reduce the number of non-departmental public bodies the LTGDC would be dissolved, and that all uncompleted projects would transfer to the Mayor. In April 2012 LTGDC's land and property within the boundaries of the Mayor's London Legacy Development Corporation (LLDC) was transferred to that organisation, and its remaining holdings to the GLA. However, there was one unfinished project, Lea River Park, whose future was still undecided, and so this remained with LTGDC pending a decision.
- 1.3 LTGDC had commenced a Compulsory Purchase process to create a fully accessible and continuous north-south parkland cycle and pedestrian route, known as the Lea River Park Phase 1 (Lea River Park) to connect the Olympic Park to the River Thames. Its creation relied on four key projects being undertaken to join together existing walking and cycle paths along the Lea River by providing crossings and other public realm projects:
- Twelvetrees Crossing – the provision of a new lift and stepped access from Bow Lock island up to the existing listed Twelvetrees Crescent bridge, a new public route across the bridge and stepped and ramped access down to the existing Prologis industrial estate
  - Poplar Reach – the provision of a new 70m wide bridge with stepped and ramped access to connect the existing public footpath along the Prologis estate to the east in Newham to new parkland on the west of the Lea in Tower Hamlets.
  - Oban Street and Lanrick Road – wayfinding and public realm works to the public highway linking Poplar Reach to the A13 Crossing
  - A13 Crossing – the provision of new parkland links to the north and south of the A13 near Canning Town with stepped and ramped access (the north and south approaches) to a new suspended and cantilevered walkway below and through the A13 road bridges (the A13 Connector).
- 1.4 A Compulsory Purchase Order (CPO) had been made in February 2010 for 80 interests and rights to be acquired and a Public Inquiry held in November 2010. Most of the land required was secured by agreement prior to the Public Inquiry, but a few interests, both land and rights, remained to be acquired compulsorily. Confirmation of the CPO was received from DCLG in January 2012. However, due to financial constraints LTGDC were unable to progress this project to the original timetable. The project had been placed on hold pending the availability of capital receipts from the sale and development of its land holdings.
- 1.5 Having received DCLG's confirmation of the CPO, LTGDC was under an obligation to publish and serve notices on affected owners/occupiers. Serving these notices commenced both a six week judicial challenge period and the three year validity period of the confirmed CPO. However, until the land and rights were vested in the LTGDC's ownership under a General Vesting Declaration, they could not be transferred to the GLA or LLDC.

- 1.6 To safeguard the options when the LTGDC's land and properties were transferred to the GLA, a number of the Lea River Park contracts and agreements were also included in the LTGDC (Transfer of Property Rights and Liabilities) (Greater London Authority) Order 2012 ("the 2012 Transfer Order") and transferred to the GLA in April 2012. The LTGDC was dissolved on 28 February 2013.
- 1.7 Following consultation between the GLA, LTGDC and DCLG it was agreed that LTGDC would remain in existence until a General Vesting Declaration had been made by LTGDC, so that the opportunity and public investment in developing this project would not be lost. If the outstanding land and rights had not been vested in LTGDC within its lifespan the continuous Lea River Park route could not have been delivered. In August 2012 the Mayor asked the LLDC to take on responsibility for the delivery of this project (see the letter at Annex 2). On 18 January 2013 all interests in land and rights acquired both by agreement and through the CPO General Vesting Declaration were transferred from LTGDC to LLDC under a statutory transfer scheme made by the Secretary of State called the LLDC and LTGDC Transfer Scheme 2013.
- 1.8 To effect a complete transfer of the project to the LLDC, the options and other matters safeguarded by their transfer from LTGDC to the GLA in April 2012 under the 2012 Transfer Order now require transferring from GLA to the LLDC. A statutory transfer scheme to implement this transfer is contained at Annex 1 called the LLDC and GLA Statutory Transfer Scheme 2013.

## **2. Issues for consideration**

- a) Links to strategies and Mayoral and corporate priorities

The creation of the Lea River Park is a priority for the Mayor as it is part of the wider legacy linked to the Queen Elizabeth Park. In August 2012 he asked the LLDC to complete this project on his behalf. Although the Park's route lies outside the LLDC's boundary, its then Chair agreed to this request.

- b) Impact assessments and Consultation

As this is an inherited project the LTGDC was responsible for carrying out an impact assessment and the necessary consultation, all of which it completed before its dissolution.

- c) Risk

Without the transfer of the property rights and liabilities set out in the Schedule to this Scheme there is a risk that the LLDC will not be able to undertake this project or benefit from the work carried out to date.

## **3. Financial Comments**

The contracts and associated obligations transferred under the 16 April 2012 Transfer Scheme from LTGDC to GLA include liabilities that are currently being met by the GLA and will pass to LLDC via this transfer scheme. Drafting the documentation and liaising with LLDC is being undertaken by Tfl Legal under the existing shared services agreement.

## **4. Legal Comments**

Section 200(4) of the Localism Act 2011 permits the Mayor to make a statutory transfer scheme to transfer property rights and liabilities of the GLA to the LLDC. The statutory transfer scheme has been prepared to transfer the necessary matters to the LLDC and will come into force at 00:01 hours on the day following the day on which the Scheme is signed by the Mayor.

The scheme makes provision for the continuity of actions by LLDC taken by GLA from that date and for its subsequent modification. After the transfer takes effect the LLDC will be responsible for the operation of the River Lea Park. As the land transferred to the LLDC is outside its designated mayoral development area, the LLDC will rely on the delegation of the GLA's general powers under section 30 of the GLA Act 1999 by the LLDC General Powers Delegation 2012 to maintain and manage the Park.

**5. Investment & Performance Board**

This matter was not considered at the Investment and Performance Board or Housing Investment Group as there are no financial or other implications for the GLA arising from the transfer of these property rights and liabilities, exercisable under agreements, contracts, instruments and other documents.

**6. Background/supporting papers**

- Annex 1: Letter from the Mayor to LLDC Chair dated 30 August 2012

**Public access to information**

Information in this form is subject to the Freedom of Information Act 2000 (FOI Act) and other legislation. Part 1 of this form will be made available on the GLA website within 1 working day of approval. Any facts and advice that should not be made automatically available on request should not be included in Part 1 but instead on the separate Part 2 form. Deferment is only applicable where release before that date would compromise the implementation of the decision being approved.

Is the publication of this approval to be deferred? NO  
If yes, for what reason:  
Until what date:  
Is there a part 2 form – NO

**ORIGINATING OFFICER DECLARATION:**

Tick to indicate approval (✓)

**Drafting officer:**

Carole Forrest has drafted this report in accordance with GLA procedures and confirms the following have been consulted on the final decision.

**Assistant Director/Head of Service:**

Simon Powell has reviewed the documentation and is satisfied for it to be referred to the Sponsoring Director for approval.

✓

**Sponsoring Director:**

David Lunts has reviewed the request and is satisfied it is correct and consistent with the Mayor's plans and priorities.

✓

**Mayoral Adviser:**

Richard Blakeway has been consulted about the proposal and agrees the recommendations.

✓

**Advice:**

The Finance and Legal teams have commented on this proposal.

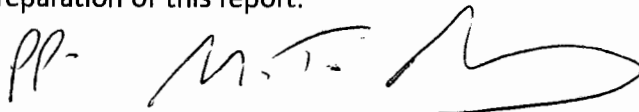
✓

**OFFICER APPROVAL**

**Executive Director, Resources**

I have been consulted about the proposal and confirm that financial and legal advice have been taken into account in the preparation of this report.

Signature



Date

25-03-13

**Chief of Staff**

I am satisfied that this is an appropriate request to be submitted to the Mayor

Signature



Date

25:02:2013



## LOCALISM ACT 2011

### LONDON LEGACY DEVELOPMENT CORPORATION AND GREATER LONDON AUTHORITY STATUTORY TRANSFER SCHEME 2013

This Scheme is made in accordance with the powers conferred on the Mayor of London by sections 200(4) (a) and 218(3) of the Localism Act 2011, and all other powers so enabling, for the purpose of transferring certain property, rights and liabilities of the Greater London Authority to the London Legacy Development Corporation as follows.

#### Citation and interpretation

1. This Scheme shall be cited as the "London Legacy Development Corporation and Greater London Authority Statutory Transfer Scheme 2013".

2. The following definitions shall apply to this Scheme—

*"Schedule "* means the schedule attached to this Scheme;

*"Scheme"* means this statutory transfer scheme;

*"Transfer Date"* means 00:01 hours on the day following the day on which this Scheme is signed by the Mayor (below);

*"Transferee"* means the London Legacy Development Corporation;

*"Transferred Matters"* means the property, rights and liabilities transferred under paragraph 3 below; and

*"Transferor"* means the Greater London Authority.

#### Transfer

3. Subject to paragraphs 4 and 5 below, the property rights and liabilities of the Transferor described in, or exercisable under, the agreements, contracts, instruments and other documents identified in the Schedule shall transfer to the Transferee as from the Transfer Date.

#### Consequential matters

4. This Scheme makes the following provision in relation to the Transferred Matters from the Transfer Date:

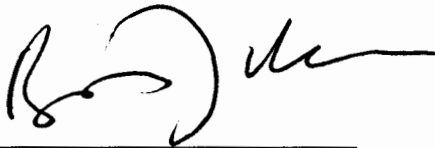
(1) Anything done (or having effect as if done) by, or in relation to, the Transferor in respect of the Transferred Matters shall continue to have effect as if done by, or in relation to, the Transferee;

(2) Anything (including legal proceedings) in the process of being done by, on behalf of, or in relation to, the Transferor in respect of the Transferred Matters may be continued by, on behalf of, or in relation to, the Transferee; and

(3) References to the Transferor in any contract, instrument or other document in respect of anything transferred (whether listed in the Schedule or otherwise) are to be treated as references to the Transferee.

## Modifications of Scheme

5. This Scheme may be modified by agreement in writing between the Transferor and Transferee and any such modification agreement:
- (i) may provide for it to be deemed to have effect from the Transfer Date; and
  - (ii) may include modification by the addition or deletion of any agreement, contract, instrument or other document to, or from, those currently listed in the Schedule and may make provision for transitional arrangements in relation to any matter relating or connected to them.



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**Boris Johnson**  
Mayor of London

**Dated:**

27.3.

2013



## SCHEDULE

### 1. SERVICE RELATED

<i>Date of Contract</i>	<i>Description</i>	<i>Other party</i>	<i>Comments</i>
1 July 2011	Design fees in relation to Twelvetree Crossing, Poplar Reach, Oban Street / Lanrick Road, A13 Crossing.	URS Scott Wilson Limited	Phased appointment.
1 March 2011	Design fees in relation to Twelvetree Crossing, Poplar Reach, Oban Street / Lanrick Road, A13 Crossing.	5th Studio Limited	Phased appointment (i.e. RIBA stage based).
1 October 2009	Legal - CPO fees in relation to Lea River Park ('Fatwalk CPO'), Poplar Reach, Twelvetree Crossing, A13 Crossing, Oban Street / Lanrick Road.	Ardent Management Limited	Appointment based on work packages.
1 January 2009	Quantity surveying and CDM-C services (one contract) in relation to Twelvetree Crossing, Poplar Reach, Oban Street / Lanrick Road, A13 Crossing.	Northcroft	Phased appointment (i.e. RIBA stage based).
1 November 2008	Framework Agreement for Legal advice in relation to Lea River Park ('The Fatwalk') CPO.	SNR Denton LLP (formerly 'Denton Wilde Sapte')	
1 November 2008	Framework Agreement for Legal advice in relation to Lea River Park ('The Fatwalk'). CPO	Eversheds LLP	

### 2. PROPERTY RELATED

<i>Date of Contract</i>	<i>Description</i>	<i>Other party</i>	<i>Comments</i>
12 December 2012	Email detailing agreement of PLA to honour the letter exchange made between LTGDC and the PLA as if it were between LLDC and the PLA.	The Port of London Authority	Relates to correspondence dated 04/10/10 and 15/06/10
12 December 2012	Agreement made pursuant to sections 136 and 142 of the Local Government, Planning and Land Act 1980 and containing planning obligations for the purpose of section 106 of the Town and Country Planning Act 1990 relating to land within the Leamouth Peninsula.	Clearstorm Limited (1), London Thames Gateway Development Corporation Limited (2), Irish Bank Resolution Limited Corporation Limited (3), Greater London Authority (4), and Names Withheld (5) #	Compromise agreement to be completed.  Signed and sealed by London Thames Gateway Development Corporation and by Greater London Authority

17 December 2010	Option agreement relating to the sale and purchase of land on the north side of Leven Road, Poplar.	Birch Sites Limited	
13 December 2010	Deed relating to the compulsory acquisition of land along the River Lea between East India Dock Basin and Three Mills Green for the provision of Phase 1 of the Lea River Park by the London Thames Gateway Development Corporation.	London Power Networks plc	
6 December 2010	Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 relating to the London Thames Gateway Development Corporation (Lea River Park Phase 1) Compulsory Purchase Order 2010, the London Thames Gateway Development Corporation (Lea River Park Phase 1A) Compulsory Purchase Order 2010 and the "Fatwalk" at Leamouth Peninsula.	Clearstorm Limited (1), Ballymore Properties Limited (2) and Names Withheld (3) #	A replacement agreement (and with the Greater London Authority being an additional party) completed on 12th December 2012.
30 November 2010	Agreement relating to the London Thames Gateway Development Corporation (Lea River Park Phase 1) Compulsory Purchase Order 2010 and the London Thames Gateway Development Corporation (Lea River Park Phase 1A) Compulsory Purchase Order 2010	National Grid Electricity Transmission plc	
30 November 2010	Agreement relating to the Lea River Park Phase 1 Compulsory Purchase order 2010 and the Lea River Park Phase 1A Compulsory Purchase Order 2010.	National Grid Gas plc	
18 November 2010	Compromise agreement and agreement for the grant of contractual rights.	Lea Valley Regional Park Authority	
17 November 2010	Undertaking in respect of CPO Proceedings in relation to Lea River Park ('The Fatwalk').	Network Rail Infrastructure Limited	

# The names of the parties to this contract have been withheld for data protection reasons.

**GREATER LONDON AUTHORITY**

Mayor's Office

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The Queen's Walk  
More London  
London SE1 2AA  
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Web: [www.london.gov.uk](http://www.london.gov.uk)

**Daniel Moylan**  
Chair  
London Legacy Development Corporation  
Level 10, 1 Stratford Place  
Montfichet Road  
London E20 1EJ

Date:

**30 AUG 2012**

Dear Daniel

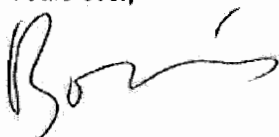
**Fatwalk**

Thank you for your help with the River Lea Fatwalk project.

As you know, I am keen that we progress with the CPO process to enable the project to come forward, and I very pleased that the ODA's OPTEMS board has agreed to release the funding for the CPO which, as you know, will be managed by the Thames Gateway Development Corporation since they have the statutory powers. On their wind up later this year the CPO interests will transfer to the GLA's Land and Property Company.

I am grateful that you have agreed to take the responsibility for the Fatwalk into the LLDC, which is where I think it belongs, as it is a genuine piece of the wider legacy linked to the Olympic Park. This means that you, and the LLDC, will need to consider how to assemble the rest of the project over the coming years. I know that you are already thinking about what use could perhaps be made of local S106 contributions, and to see whether LB Tower Hamlets and LB Newham may be able to support some of the costs. I am also grateful that you have arranged for the LLDC to meet any additional costs for the CPO works, beyond that available from the OPTEMS funding.

Yours ever,



**Boris Johnson**  
Mayor of London

Direct telephone: 020 7983 4100 Fax: 020 7983 4057 Email: [mayor@london.gov.uk](mailto:mayor@london.gov.uk)

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 If yes, for what reason:

Until what date:  
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**ORIGINATING OFFICER DECLARATION:**

	Tick to indicate approval (✓)
<b>Drafting officer:</b> Carole Forrest has drafted this report in accordance with GLA procedures and confirms the following have been consulted on the final decision.	✓
<b>Assistant Director/Head of Service:</b> Simon Powell has reviewed the documentation and is satisfied for it to be referred to the Sponsoring Director for approval.	✓
<b>Sponsoring Director:</b> David Lunts has reviewed the request and is satisfied it is correct and consistent with the Mayor's plans and priorities.	✓
<b>Mayoral Adviser:</b> Richard Blakeway has been consulted about the proposal and agrees the recommendations.	✓
<b>Advice:</b> The Finance and Legal teams have commented on this proposal.	✓

**OFFICER APPROVAL****Executive Director, Resources**

I have been consulted about the proposal and confirm that financial and legal advice have been taken into account in the preparation of this report.

**Signature****Date****Chief of Staff**

I am satisfied that this is an appropriate request to be submitted to the Mayor

**Signature****Date**