

<b>Committee(s):</b>	<b>Date(s):</b>	
Planning and Transportation Committee	2 <sup>nd</sup> June 2015	
<b>Subject:</b> Rescission of City Walkway – Moorfields Highwalk – 21 Moorfields Redevelopment		
<b>Report of:</b> Director of Built Environment	<b>Public</b> For Decision	
<b>Ward (if appropriate):</b> Coleman Street/Cripplegate		
<b><u>Executive Summary</u></b>		
<p>This report recommends the rescission of part of the existing city walkway known as Moorfields Highwalk and seeks authority to enter into Section 106 covenants to safeguard its re-provision. The walkway rescission is to enable the redevelopment of 21 Moorfields which was approved by your Committee on the 17 March 2015, subject to a Section 106 Agreement (Registered No. 14/01179/FULEIA).</p> <p><b>Recommendation</b></p> <p>I RECOMMEND THAT</p> <p>a) Members delegate to the City Planning Officer the authority to agree the final terms of the proposed Section 106 covenants relating to the re-provision of city walkway as part of the 21 Moorfields development</p> <p>b) subject to the Section 106 covenants referred to above and outlined under the “Section 106 Covenants” heading in this report, Members resolve to vary the resolution of the Court of Common Council dated 26<sup>th</sup> May 1977 to alter the city walkway known as Moorfields Highwalk so as to exclude the area shown cross hatched on the City Walkway Variation Drawing No. M000040-HB-010 (Appendix D to this report) in accordance with the resolution set out in Appendix C to this report.</p> <p>c) Members authorise the Director of the Built Environment to insert an appropriate date for the coming into force of the resolution at (b) above.</p> <p>d) Members note the proposed temporary closure under delegated authority prior to the City Walkway rescission coming into effect.</p>		

### **Main Report**

#### **Background**

1. On 26<sup>th</sup> May 1977 the Court of Common Council resolved to declare as City Walkway all that way or place being above Moorgate Station bounded by Moorfields, Moor Lane, Fore Street and the former BP Development including

the stairs giving access from Moorfields and situated between the two escalators and the amp and stairs giving access from Fore Street Avenue and Moor Lane respectively but excluding the planting boxes and planting tubs on the piazza.

2. On the 17th March 2015 your Committee gave permission for the redevelopment of 21 Moorfields (Registered No 14/01179/FULEIA) which includes the provision of new high level city walkway to replace the existing one.

### **Current Position**

3. The proposed changes to the city walkway and public realm are illustrated in the drawing attached at Appendix A. The existing city walkway to be rescinded is shown coloured purple, and the new replacement city walkway shown cross hatched black. There will be two new open areas both of which will be privately owned. The public square shown cross-hatched blue is to be kept open largely 24/7, and the new retail area shown cross-hatched red is intended to be kept open during office hours to provide access to the retail units, but subject to closure at the landowner's discretion.
4. Details of the city walkway proposals were detailed at paragraphs 80 to 91 of the report to your committee of 17 March 2015 regarding the 21 Moorfields planning application, and these are reproduced at Appendix B to this report. It was envisaged (see paragraph 90 of Appendix B) that the planning permission would be issued on the basis of an initial Section 106 Agreement, and that a subsequent supplemental Section 106 Agreement dealing with city walkway re-provision arrangements would be negotiated at a later stage and in connection with the city walkway rescission resolution.
5. However, the 21 Moorfields redevelopment programme proposes commencement of demolition in June 2015, and due to the complexities of the structure to be demolished the city walkway needs to be closed in order that demolition can proceed. Permanent city walkway closure could not be recommended without enforceable covenants for its re-provision being in place. Therefore, in order that the permission can be implemented promptly and demolition can commence to programme it is proposed to include the city walkway re-provision covenants in the initial Section 106 Agreement and seek authority for the city walkway rescission at this stage.

### **Proposals**

6. The proposed variation of the city walkway will be implemented when the re-provision covenants in the Section 106 Agreement have been settled and entered into and officers are content that the provision of suitable replacement walkway has been secured, and that there is sufficient comfort that a temporary route through the site would be provided in the event of redevelopment stalling. It is hoped that this position will have been reached by the date of your committee meeting.
7. However, the city walkway rescission would not take effect for 28 days from the erection of the statutory site notice, which would delay commencement of

demolition. Therefore, subject to the city walkway re-provision covenants being in place and public notice having been given, it would be proposed to close the city walkway prior to the expiry of the 28 days' notice period under delegated powers to authorise temporary closure. This would be on the basis that if the city walkway rescission did not take effect any works carried out under the temporary closure would be made good and public access re-provided.

## **Financial Implications**

8. As part of the proposed Section 106 agreement there is an undertaking for the developer to cover the costs associated with entering into the Section 106 agreement as well as all costs arising from the walkway alterations.

## **Section 106 Covenants**

9. The proposed covenants aimed at securing delivery of the city walkway and public square proposals include the requirements set out below.

**9.1 City Walkway** - The key covenants proposed in the Section 106 Agreement to secure the re-provision of the City Walkway are as follows:

9.1.1 The Developer must construct the new City Walkway including connections to the Willoughby House and Fore Street Bridges, and all stair and lift accesses and the Development must not be occupied until the new city walkway has been provided to the City's satisfaction. Construction (including of the new City Walkway) is to be carried out in accordance with a Programme to be agreed by the City prior to implementation of the planning permission.

9.1.2 In the event of the development stalling the developer must provide an alternative route through the site and must provide reasonable financial security and landowner's consent to the City to enable the City to reinstate an alternative route through the site in default of the Developer doing so.

9.1.3 Following provision in accordance with 9.1.1 above the new city walkway will be provided for declaration as City Walkway (and an appropriate resolution would be recommended to your committee at that time).

9.1.4 The connections to the existing Willoughby House and Fore Street bridges are not to be removed until (a) the design and specification for the new bridge link structures has been approved in principle by the City ; (b) the City is satisfied that no other consents from the owners of adjoining buildings are required to enable the construction of the bridge links; and (c) appropriate indemnities and/or collateral warranties/third party rights being in place for the City.

**9.2 Public Square and Retail Area (see Plan at Appendix A)** – The public square must be kept open for public access on foot at all times (subject to closure one day each year to prevent creation of rights of way, and provision of: (a) retail seating and associated facilities; (b) facilities for public events, and (c) occasional private events which above a certain number each year would need to be agreed by the City). The retail area is intended to be kept open for public access during office hours but can be closed to the public at the discretion of the landowner.

9.3 **Maintenance** – the maintenance arrangements for the different areas differ as set out below and as detailed in the planning application report of 17 March 2015 at Appendix B at paragraph 91

9.3.1 **Maintenance of City Walkway** - the landowner wishes to adopt responsibility for the maintenance of the city walkway including the stairs, lift and escalators. The City of London (Various Powers) Act 1967 (“the 1967 Act”) allows for landowners to be responsible for paving, repairing, draining, cleansing and lighting of city walkway (other than bridges) by agreement in writing (S.9(1) of the 1967 Act). Therefore it is proposed that the 106 Agreement provide in writing for paving, repairing etc. to be carried out by the landowner at the landowner’s expense, but with step-in rights for the City in the event of the landowner’s default or in emergency. The specifications and materials would need to be first approved by the City, construction would have to be to the City’s satisfaction, and contractor’s warranties/third party rights provided to the City

9.3.2 In respect of maintenance of the **lifts and escalators**, in addition to the city walkway requirements identified above, covenants will be imposed requiring the landowner to maintain the lifts and escalators in good working order and condition, giving step-in rights for the City in default of the landowner maintaining them, requirements on the owner to provide and maintain an insurance policy or maintenance fund or other reasonable financial security available to the City, and compliance with the City’s public lift and escalator specifications.

9.3.3 In respect of **city walkway bridges** statutory liability for maintenance and constructions rests with the City (S.9(2) of the 1967 Act). Therefore construction would be undertaken by the developer/landowner as agents of the City subject to the same assurances as relate to the city walkway, and appropriate indemnities and/or collateral warranties/third party rights (see paragraph 9.1.4 above).

9.3.4 In order to enable them to carry out maintenance and reparation the landowner would wish to be able to suspend public access to all relevant areas as necessary to permit maintenance and reparation to take place, and if approved by the City, in limited circumstances in the interests of public safety or security. As regards **suspension of public access to the city walkway**, S.6(1A) of the 1967 Act allows for a resolution declaring city walkway to specify limitations to give effect to reservations agreed by the City and the landowner. It is proposed that the S.106 Agreement allows for the new City Walkway Declaration to specify limited reservations to the public rights of access over the new city walkway, solely for purposes of maintenance and reparation or in the interests of public safety or security (subject to the City’s agreement). (This would reflect the reservations agreed in the London Wall Place 106 provisions).

## **Equalities Impacts**

10. The City access officer advises that loss of access over Moorfields Highwalk will involve longer alternative routes, most significantly between Barbican Highwalk and Moorgate Station. The alternative routes which will be available at various stages are shown at Appendix E. The additional routes are estimated to add up to 10 minutes to journey times from Barbican Highwalk to Moorgate Station. The

closing of Moorfields Highwalk could also create navigational difficulties for those with visual impairments and those with learning difficulties. Both these groups of people often familiarise themselves with a single route to help navigate between one place and another. The introduction of alternative, unfamiliar routes, could cause stress and impede access, particularly in this case due to the length and complexity of the alternative routes. It is noted that long term improvements to routes will be achieved. It is proposed that during the works the alternative routes will be clearly signed to show non-stepped access routes and using RNIB clear sign design guide. It is also noted that in the event of construction stalling, an alternative accessible route through the site will be provided which will mitigate the additional journey times. Subject to those mitigation measures being in place the impacts are considered acceptable, given the long term improvements which would be secured on completion.

### **Consultees**

11. The Chamberlain, the Comptroller and City Solicitor, the City Surveyor and the Director of Environmental Services have been consulted in the compilation of this report. The report has also been circulated to ward members and representatives of the Barbican Association, and any views expressed will be reported to committee.

### **Conclusion**

12. In order for the approved 21 Moorfields redevelopment go ahead, the city walkway within the redevelopment site needs to be closed and subsequently removed. To enable this to take place its city walkway status must be rescinded, which will require the variation of the Moorfields Highwalk City Walkway Resolution of 1977. The approved scheme includes the provision of new city walkway and related open areas which are considered an enhancement over existing provision. The proposed Section 106 covenants aim to ensure the provision and future maintenance of the city walkways, including lifts and escalators, and provision of the public square. This will require the resolution of your Committee to vary the original resolutions of the Court of Common Council, as well as the delegation for the City Planning Officer to enter into the Section 106 covenants relating to the city walkway re-provision and for the Director of the Built Environment to insert an appropriate date into the resolution to vary the walkways once the Section 106 agreement has been entered into.

### **Background Papers:**

*Resolution of the Court of Common Council dated 26<sup>th</sup> May 1977*

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### **Appendices:**

- A. Proposed City Walkway Changes;
- B. Extract from planning report;
- C. Rescission Resolution;
- D. Rescission Plan;
- E. Alternative Route

