

DATED 18 December 2020

**(1) THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL GOVERNMENT**

**(2) THE SECRETARY OF STATE FOR DIGITAL, CULTURE, MEDIA AND SPORT**

**(3) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER**

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**S106 AGREEMENT  
RELATING TO LAND AT VICTORIA TOWER  
GARDENS, MILLBANK, LONDON, SW1P 3YB**

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Pinsent Masons

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**THIS DEED** is made on 18 December 2020

**BETWEEN:-**

- (1) **THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL GOVERNMENT** whose registered office is at 2 Marsham Street, London, SW1P 4DF (the "**Promoter**")
- (2) **THE SECRETARY OF STATE FOR DIGITAL, CULTURE, MEDIA AND SPORT** whose registered office is at 100 Parliament Street, London, SW1A 2BQ acting in its capacity as owner of the Property (the "**Owner**"); and
- (3) **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER**, whose registered office is at City Hall, 64 Victoria Street, London, SW1E 6QP (the "**City Council**" when acting in its capacity as local planning authority or "**Westminster**" when acting in its capacity as landowner).

**INTRODUCTION**

- (A) The Owner is the freehold owner of the part of the Property registered with title numbers 168570 and NGL799534.
- (B) Westminster is the freehold owner of the part of the Property registered with title number LN4383. The Owner is the leasehold owner, with a 999-year leasehold interest, of this part of the Property comprising the underground lavatories and rooms forming part of the Lambeth Bridge approach and certain retaining walls, staircase and gates registered with title number LN3929. It is considered therefore that this freehold interest does not need to be bound to the terms of this Deed in order to secure the planning obligations contained in this Deed.
- (C) The Promoter submitted the Planning Application to the City Council on 19 December 2018. The City Council validated the Planning Application on 7 January 2019.
- (D) On 5 November 2019, the Minister for Housing directed that the Planning Application should be referred to the Minister for Housing for determination instead of being determined by the City Council. The determination process is subject to separate pending litigation.
- (E) The Planning Application is due to be considered by an Inspector at a public inquiry in October/November 2020 under Planning Inspectorate reference APP/X5990/V/19/3240661.
- (F) The City Council remains the local planning authority for the purposes of the Act and for the area in which the Property is located and is the local authority for the purposes of the Greater London Council (General Powers) Act 1974, Local Government Act 1972 and the Localism Act 2011 and is the local highway authority for the purposes of the Highways Act 1980 in respect of some of the highway in the vicinity of the Property.
- (G) The Promoter intends to develop the Property pursuant to the Planning Permission.
- (H) The Owner and Promoter request that the Minister for Housing has regard to the planning obligations in this Deed as considerations material to the determination of the Planning Application provided that the Minister for Housing is satisfied that the planning obligations secured by this Deed are necessary to make the Project acceptable in planning terms, are directly related to the Project and are fairly and reasonably related in scale and kind to the Project.

**IT IS AGREED** as follows:-

1. **INTERPRETATION**

1.1 In this Deed the following expressions shall have the meanings set out below:-

- "Act"** means the Town and Country Planning Act 1990
- "Approved"** means approved in writing and **Approval** shall be construed accordingly
- "Borough"** means the administrative area of the City Council
- "CIL Regulations"** means the Community Infrastructure Levy Regulations 2010
- "Commencement of the Project"** means the date upon which a material operation as defined in section 56(4) of the Act shall be commenced in respect of the Project, provided that the following works shall not be regarded as material operations:-
- (a) demolition of existing structures on the Property;
  - (b) the erection of boundary structures, fencing and/or hoardings or other site security measures or safety measures;
  - (c) diversion and laying of services;
  - (d) site and ground investigations and/or surveys;
  - (e) site clearance, preparation and levelling, ground earthworks including surcharging;
  - (f) archaeological investigations or works;
  - (g) ecological, landscaping and/or noise attenuation mitigation measures;
  - (h) remedial treatment of areas of contaminated land; and
  - (i) levelling and/or regrading land in preparation for use or development
- and the words **"Commence"** and **"Commenced"** shall be construed accordingly
- "Confidential Information"** means all information in whatever form which relates to the Security Management Plans or any one of them
- "Construction Phase"** means the period starting at Commencement and ending with the Practical Completion of the Project
- "Detailed Construction Security Management Plan"** means the detailed management plan in respect of security for the Project during the Construction Phase, based upon the Outline Construction Security Management Plan, and to be submitted to the City Council for its Approval pursuant to paragraph 1.1.2 of Schedule 2

<b>"Detailed Operational Security Management Plan"</b>	means the detailed management plan in respect of security for the Project during the operation of the Memorial and Learning Centre, based upon the Outline Operational Security Management Plan, and to be submitted to the City Council for its Approval pursuant to paragraph 1.1.6 of Schedule 2
<b>"Highway Works"</b>	<p>means such works as are reasonably required by the City Council in the area and to the extent shown shaded on the drawing attached to this Deed at Appendix 2 for illustrative purposes including:</p> <ul style="list-style-type: none"><li>(a) amendment to road markings and additional associated road signage;</li><li>(b) installation of cycle parking stands;</li><li>(c) strengthening of the crossovers;</li><li>(d) relocation of the TFL Bus Stop and Shelter;</li></ul> <p>and any associated works to accommodate the Project (including alterations to drainage, lighting, signage, traffic management orders, street furniture, street trees and other highway infrastructure (including all legal, administrative and statutory processes)) all of which works shall be in accordance with the specifications standards and requirements of the City Council and in such high quality materials as approved by the City Council</p>
<b>"Highways Agreement"</b>	means an agreement between the Promoter and the City Council in respect of the carrying out of the Highway Works or any part of them
<b>"Index Linked"</b>	means the increasing of a sum by reference to the All Items Index of Retail Prices issued by the Office for National Statistics (the comparison being between the Index published in the month preceding that in which this Deed is completed and the Index published in the month preceding the date the contribution is payable)
<b>"Inspector"</b>	means the planning inspector appointed by the Minister for Housing to consider the Planning Application
<b>"Legible London"</b>	means the scheme promoted by TfL to promote pedestrian wayfinding in and around London
<b>"Legible London Contribution"</b>	means the sum of £20,000 (Index Linked) as a contribution towards Legible London in the vicinity of the Project

**"Memorial and Learning Centre"**

means the part of the Project comprising the:

- (a) United Kingdom Holocaust Memorial and Learning Centre including basement and basement mezzanine; and
- (b) single-storey entrance pavilion,

and excluding the part of the Project comprising:

- (c) the Horseferry Playground and refreshments kiosk;
- (d) the Spicer Memorial;
- (e) new hard and soft landscaping and lighting around the Property; and
- (f) all ancillary and associated works

**"Minister for Housing"**

means the Minister of State at the Ministry of Housing, Communities and Local Government from time to time and their successors in function or other party determined to be the correct and lawful party to determine the outcome of the Planning Application

**"Monitoring Fee"**

means the sum of £2,000 towards the City Council's costs of monitoring compliance with this Deed

**"Notice of Commencement"**

means a written notice containing details of the date estimated by the Promoter to the City Council as being the date of the Commencement of the Project

**"Occupation"**

means occupation of the Property for the purposes permitted by the Planning Permission and excludes occupation for the purposes of demolition, construction, internal and external refurbishment, decoration, fitting out, marketing, security or any other activity preparatory to the use of the Property for the purposes permitted by the Planning Permission and the words "**Occupy**" and "**Occupation**" and "**Occupiers**" shall be construed accordingly

**"Opening"**

means the first date upon which the Memorial and Learning Centre is open for entry by the public but does not include opening by personnel engaged in construction, fitting out or decoration or for marketing or display or operations in relation to security operations and the phrases "Open" and "Opened" shall be construed accordingly

**"Outline Construction Security Management Plan"**

means the management plan in outline in respect of security for the Project during the Construction Phase to be submitted by the Promoter to the City Council for its Approval in accordance with paragraph 1.1.1 of Schedule 2 and to contain the following information:

- (a) input from the Centre for the Protection of National Infrastructure and the Community Service Trust
- (b) advice from, and initiatives for continued engagement of, the Metropolitan Police Service Counter-Terrorism Security Advisor;
- (c) overnight security procedures; and
- (d) incident management procedures;

**"Outline Operational Security Management Plan"**

means the management plan in outline in respect of security for the Project during the operation of the Memorial and Learning Centre to be submitted by the Promoter to the City Council for its Approval in accordance with paragraph 1.1.5 of Schedule 2 and to contain the following information:

- (a) input from the Centre for the Protection of National Infrastructure and the Community Service Trust;
- (b) advice from, and initiatives for continued engagement of, the Metropolitan Police Service Counter-Terrorism Security Advisor;
- (c) staff employment vetting procedures;
- (d) staff training requirements, including police standard courses;
- (e) opening and closing procedures for the Memorial and Learning Centre;
- (f) security staff responsibilities;
- (g) overnight security procedures;
- (h) incident management procedures;
- (i) initiatives to encourage continued engagement with the Metropolitan Police Service; and
- (j) approach for information sharing and communication regarding security at the Memorial and Learning Centre

**"Planning Application"**

means the planning application submitted to the City Council on 7 January 2019 and given the registration number 19/00114/FULL

**"Planning Permission"**

means the planning permission to be granted by the Minister for Housing pursuant to the Planning Application in respect of the Property for the Project

<b>"Practical Completion"</b>	means when a certificate of practical completion has been issued in respect of the Project or part thereof (as the case may be), and the term "Practically Completed" shall be construed accordingly;
<b>"Project"</b>	means the United Kingdom Holocaust Memorial and Learning Centre including excavation to provide a basement and basement mezzanine for the learning centre (Class D1); erection of a single storey entrance pavilion, and the re-provision of the Horseferry Playground and refreshments kiosk (Class A1); repositioning of the Spicer Memorial; new hard and soft landscaping and lighting around the Property; and all ancillary and associated works
<b>"Property"</b>	means land at Victoria Tower Gardens, Millbank, London, SW1P 3YB which is shown for the purposes of identification only edged red on the plan appended at Appendix 1
<b>"Section 106 Monitoring Officer"</b>	means the officer (within the Policy Performance and Communications Directorate of the City Council) as designated from time to time with monitoring functions in relation to planning obligations under section 106 of the Act
<b>"Security Management Plans"</b>	means the Detailed Construction Security Management Plan, the Detailed Operational Security Management Plan, the Outline Construction Security Management Plan and the Outline Operational Security Management Plan
<b>"TfL"</b>	means Transport for London
<b>"Working Days"</b>	means Monday to Friday excluding bank holidays and other public holidays

- 1.2 Words imparting the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.3 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies the City Council and firms and all such words shall be construed interchangeably in that manner.
- 1.4 Words denoting an obligation on a party to do any act manner or thing include an obligation to procure that it be done and any words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of that restriction.
- 1.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.
- 1.6 Headings in this Deed are for reference purposes only and are not incorporated into this Deed and shall not be deemed to be an indication of the meaning of the parts of the Deed to which they relate.
- 1.7 Where the agreement, Approval, consent or expression of satisfaction is required from the City Council under the terms of this Deed such agreement, Approval, consent or expression of satisfaction shall be deemed to be given if it is unreasonably withheld or delayed.
- 1.8 References to the Owner in this Deed shall mean the Secretary of State for Digital, Culture, Media and Sport and any person who acquires a freehold interest in the Property or a long leasehold interest in the Property from the Secretary of State for Digital, Culture, Media and Sport (including, if applicable, the Promoter).



1.9 References to Promoter in this Deed shall mean the Secretary of State for Housing, Communities and Local Government.

**2. LEGAL EFFECT**

2.1 To the extent that the obligations in this Deed are capable of being so made, they are made pursuant to section 106 of the Act but otherwise pursuant to section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972 the Localism Act 2011 the Highways Act 1980 and all other powers enabling and the obligations and covenants herein contained:-

2.1.1 are covenants and planning obligations to which these statutory provisions apply;

2.1.2 are binding upon the Property;

2.1.3 are registrable as a local land charge; and

2.1.4 are enforceable by the City Council as the local planning authority.

2.2 The obligations and covenants entered into by the Owner and/or Promoter (as applicable) in this Deed are given by the Owner and/or the Promoter (as applicable) to the City Council.

2.3 The obligations in this Deed expressed to be observed and performed by the Promoter shall be binding on the Promoter and the Owner, together with the Owner's successors in title and assigns and those deriving title under the Owner provided that no person shall be liable for any breach of any covenant or obligation contained in this Deed after it has parted with all of its interest in the Property or in the part of the Property to which the relevant obligation relates save in relation to any antecedent breach prior to parting with such interest.

2.4 Notwithstanding the foregoing sub-Clauses of this Deed the obligations under this Deed shall not be enforceable against:-

2.4.1 persons who purchase or take leases for Occupation by themselves or their lessees tenants or others of individual commercial units comprised in the Project or their mortgagees or chargees;

2.4.2 persons Occupying the Memorial and Learning Centre for the purposes of its operation, save for paragraph 1.1.3 and 1.1.7 of Schedule 2 which shall be enforceable against such persons; or

2.4.3 any statutory undertaker, utility company or public authority which acquires any part of the Property or an interest in it for the purposes of its statutory function or function.

2.5 References in this Deed to the City Council shall include any successor to its statutory functions.

2.6 Nothing in this Deed shall fetter prejudice or affect any provisions rights powers duties and obligations of the City Council in the exercise of its functions as a local planning authority for the purposes of the Act or otherwise as a local authority.

2.7 No waiver (whether express or implied) by the City Council or the Promoter or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the City Council or the Promoter (as the case may be) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

2.8 If any provision in this Deed shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

- 2.9 Nothing in this Deed grants planning permission or any other approval, consent or permission required from the City Council in the exercise of any other statutory function.
- 2.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 2.11 Any reference to the payment on demand of (without prejudice to generality) costs expenses and/or disbursements under the terms of this Deed is a reference to all reasonable and proper costs expenses and/or disbursements reasonably and properly incurred.
- 2.12 No mortgagee or chargee (including any mortgagee or chargee in the future) shall have any liability pursuant to this Deed unless and until they become a mortgagee or chargee in possession in which case they will be liable as if they were a successor in title to the Owner.
- 2.13 The Parties agree that in the event the Minister for Housing determines that any obligation(s) set out in this Deed do not comply with the statutory tests in Regulation 122 of the CIL Regulations then the relevant obligation(s) shall cease and the Promoter and Owner shall be released from their obligation to comply with them.
- 2.14 The Parties agree that the Minister for Housing shall make a determination as to which of paragraph 1 of Schedule 1 or paragraph 2 of Schedule 1 shall be applicable and which of those paragraphs shall be struck out.

**3. COMMENCEMENT AND CONDITIONALITY**

- 3.1 This Deed is conditional upon the grant of the Planning Permission.
- 3.2 Save for Clauses 5.1.2 and Clause 6, paragraphs 1.1.1 to 1.1.4 of Schedule 1 and paragraph 1 of Schedule 3 (all of which shall take effect upon the grant of the Planning Permission), the obligations and restrictions in Clauses 5.1.1 of this Deed and in the Schedules to this Deed are further conditional upon Commencement of the Project.
- 3.3 If the Planning Permission is quashed, revoked, expires before Commencement or is modified without agreement of the Owner and Promoter the obligations in this Deed shall cease to have effect.

**4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

It is hereby agreed between the parties that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Deed.

**5. COVENANTS**

- 5.1 The Owner and Promoter covenant with the City Council:-
  - 5.1.1 to observe and perform and cause to be observed and performed the undertakings covenants and restrictions contained in Schedules to this Deed; and
  - 5.1.2 to give Notice of Commencement to the section 106 Monitoring Officer at least 10 Working Days prior to Commencement of the Project.

**6. PAYMENT OF COSTS**

- 6.1 The Promoter covenants to pay to the City Council on the completion of this Deed the City Council's reasonable legal costs and disbursements in connection with the preparation and completion of this Deed.

6.2 The Promoter covenants to pay to the City Council the Monitoring Fee within ten Working Days following the grant of the Planning Permission.

7. **NOTICES**

7.1 All notices served under or in connection with this Deed shall be deemed to have been properly served if sent by recorded or special delivery to the address of the relevant party as set out in Clause 7.2 below or such other address as any party may notify to the others at their address for service from time to time.

7.2 The provisions of section 196 of the Law of Property Act 1925 shall apply to any notice to be served under or in connection with this Deed and any notice to:-

7.2.1 The City Council shall be in writing and unless stated otherwise shall be addressed to the section 106 Monitoring Officer within the Directorate of Performance, Policy and Communication, City Hall, 64 Victoria Street, London SW1E 6QP and shall cite the s106 reference number S.106/19/00114/FULL;

7.2.2 The Promoter shall be in writing and unless stated otherwise shall be addressed to the Secretary of State for Housing, Communities and Local Government at its registered office from time to time;

7.2.3 The Owner shall be in writing and unless stated otherwise shall be addressed to the Secretary of State for Digital, Culture, Media and Sport.

8. **DISPUTE RESOLUTION**

8.1 If any dispute arises between the parties in respect of any matter contained in this Deed (other than a dispute or difference relating to a question of law or in relation to the interpretation of this Deed) and unless the relevant part of the Deed indicates to the contrary the dispute shall be referred to an expert being an independent person to be agreed upon between the parties or failing agreement at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Law Society and the expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties and whose costs shall be in his award.

8.2 The expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than 25 Working Days from the date of his appointment to act.

8.3 The expert shall be required to give notice to the parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and shall afford the parties an opportunity to make counter-submissions within a further five Working Days in respect of any such submissions and supporting material and his decision shall be give in writing within 25 Working Days of his appointment with reasons and in the absence of manifest error shall be binding on the parties.

9. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England.

10. **ELECTRONIC SEALING AND COMPLETION**

The Parties each hereby agree that for the purposes of the execution of this Deed:

10.1 the Promoter and Owner agree that the City Council may affix electronically its seal (duly attested) which shall be accepted in lieu of a physically affixed seal for the purposes of the lawful execution of this Deed;

- 10.2 the Promoter and Owner confirm that their respective authorised signatories have received a full copy of this Deed and have executed a physical copy of the page bearing the relevant execution block;
- 10.3 the Promoter and Owner confirm that a scanned copy of the page bearing the relevant authorised signatures of their signatories may be incorporated by the City Council into a single electronic copy of the document for the purposes of completion of this Deed;
- 10.4 plans appended to this Deed may be electronically sealed/signed/initialled and any plans signed/initialled by the Promoter and Owner may be incorporated by the City Council into a single electronic copy of this Deed for the purpose of completion of this Deed;
- 10.5 that the methods of signature used in this Deed are conclusive evidence of the Promoter's and Owner's and the City Council's intention to be bound by the Agreement as if signed by the Promoter's and Owner's and the City Council's manuscript signature;
- 10.6 this Deed may be electronically dated and completed; and
- 10.7 further to completion of this Deed each party will accept an electronic copy of the executed and completed Deed in lieu of a hardcopy document.

**SCHEDULE 1**

**HIGHWAY WORKS**

1. The Promoter and City Council shall enter into a Highways Agreement in respect of the Highway Works at least 12 months prior to the Opening of the Memorial and Learning Centre.
2. The Promoter and City Council shall enter into a Highways Agreement in respect of the Highway Works at least 24 months prior to the Opening of the Memorial and Learning Centre
3. The Memorial and Learning Centre shall not be Opened unless and until:
  - 3.1 the Highway Works; and
  - 3.2 any other works required to the public highway arising as a result of the Outline Operational Security Management Plan or Detailed Operational Security Management Plan, have been Practically Completed.

## **SCHEDULE 2**

### **SECURITY MANAGEMENT PLANS**

#### **1. SECURITY MANAGEMENT PLANS**

##### **1.1 The Promoter covenants with the City Council:-**

- 1.1.1 six months prior to the Commencement of the Project, to submit the Outline Construction Security Management Plan to the City Council for its Approval;
- 1.1.2 one month prior to the Commencement of the Project, to submit the Detailed Construction Security Management Plan to the City Council for its Approval;
- 1.1.3 to implement the Detailed Construction Security Management Plan as Approved pursuant to paragraph 1.1.2 above for the duration of the Construction Phase;
- 1.1.4 to be responsible for all costs associated with the:
  - (a) preparation of the Outline Construction Security Management Plan and Detailed Construction Security Management Plan; and
  - (b) implementation of the Detailed Construction Security Management Plan;
- 1.1.5 24 months prior to the Opening of the Memorial and Learning Centre, to submit the Outline Operational Security Management Plan to the City Council for its Approval;
- 1.1.6 four months prior to the Opening of the Memorial and Learning Centre, to submit the Detailed Operational Security Management Plan to the City Council for its Approval;
- 1.1.7 to implement the Detailed Operational Security Management Plan as Approved pursuant to paragraph 1.1.6 above from Opening of the Memorial and Learning Centre for the duration that the Memorial and Learning Centre remain Open; and
- 1.1.8 to be responsible for all costs associated with the:
  - (a) preparation of the Outline Detailed Operational Security Management Plan and Detailed Operational Security Management Plan; and
  - (b) implementation of the Detailed Operational Security Management Plan.

#### **2. CONFIDENTIAL INFORMATION**

##### **2.1 The City Council covenants with the Promoter and the Owner to:-**

- 2.1.1 keep confidential all Confidential Information;
- 2.1.2 not disclose the Confidential Information or allow it to be disclosed in whole or in part to any third party without the Promotor's prior written consent;
- 2.1.3 take and maintain proper and reasonable measures to ensure the confidentiality of the Confidential Information;
- 2.1.4 not copy or reproduce in any form the Confidential Information;
- 2.1.5 keep the Confidential Information at the City Council's premises at all times and not remove or permit its removal from there; and

2.1.6 keep a list of any Confidential Information which is disclosed in a tangible form, along with any copies made of any Confidential Information.

**SCHEDULE 3**

**LEGIBLE LONDON**

1. The Promoter undertakes not to Commence the Project until the Legible London Contribution has been paid to the City Council.
2. The City Council covenants to pay the Legible London Contribution to TfL:
  - 2.1 within 15 Working Days of receiving payment of the Legible London Contribution pursuant to paragraph 1 of this Schedule; and
  - 2.2 subject to receiving written confirmation from TfL that TfL will use the Legible London Contribution towards the provision of Legible London signage in the vicinity of the Project.



## **SCHEDULE 4**

### **CITY COUNCIL OBLIGATIONS**

1. The City Council hereby undertakes to the Promoter and the Owner as follows:
  - 1.1 not to use the Monitoring Fee for any purpose other than for its costs in monitoring compliance with this Deed; and
  - 1.2 not to use the Legible London Contribution for any purpose other than transferring the Legible London Contribution to TfL in accordance with paragraph 2 of Schedule 3.
2. In the event that the Legible London Contribution paid by the Promoter to the City Council pursuant to paragraph 1 of Schedule 3 shall not have been transferred to TfL in accordance with paragraph 2 of Schedule 3 the City Council covenants to repay such sums to the Promoter together with any accrued interest at the Lloyds TSB interest rate.
3. The City Council undertakes to the Promoter and the Owner to comply with the obligations on the City Council as set out in paragraph 2 of Schedule 2.

**EXECUTED AS A DEED** by the Parties on the date which first appears in this Deed.

The corporate seal of

**THE SECRETARY OF STATE  
FOR HOUSING, COMMUNITIES  
AND LOCAL GOVERNMENT**



**SEAL REF / MHCLG**

7778

hereunto affixed to this Deed is authenticated by

  
SOPHIE WILLIAMS

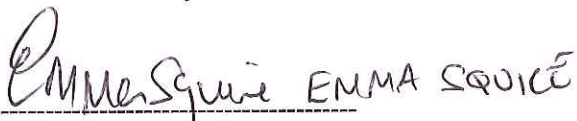
Authorised by the Secretary of State  
for Housing, Communities and  
Local Government

The corporate seal of

**THE SECRETARY OF STATE FOR DIGITAL,  
CULTURE, MEDIA AND SPORT**



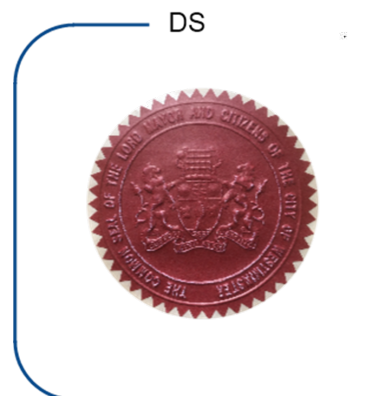
hereunto affixed to this Deed is authenticated by

  
EMMA SQUIRE

Authorised by the Secretary of State  
for Digital, Culture, Media and Sport

The common seal of

**THE LORD MAYOR AND CITIZENS OF  
THE CITY OF WESTMINSTER**



Was hereunto affixed by Order in the presence of:

DocuSigned by:



AS9430DE3697F478...

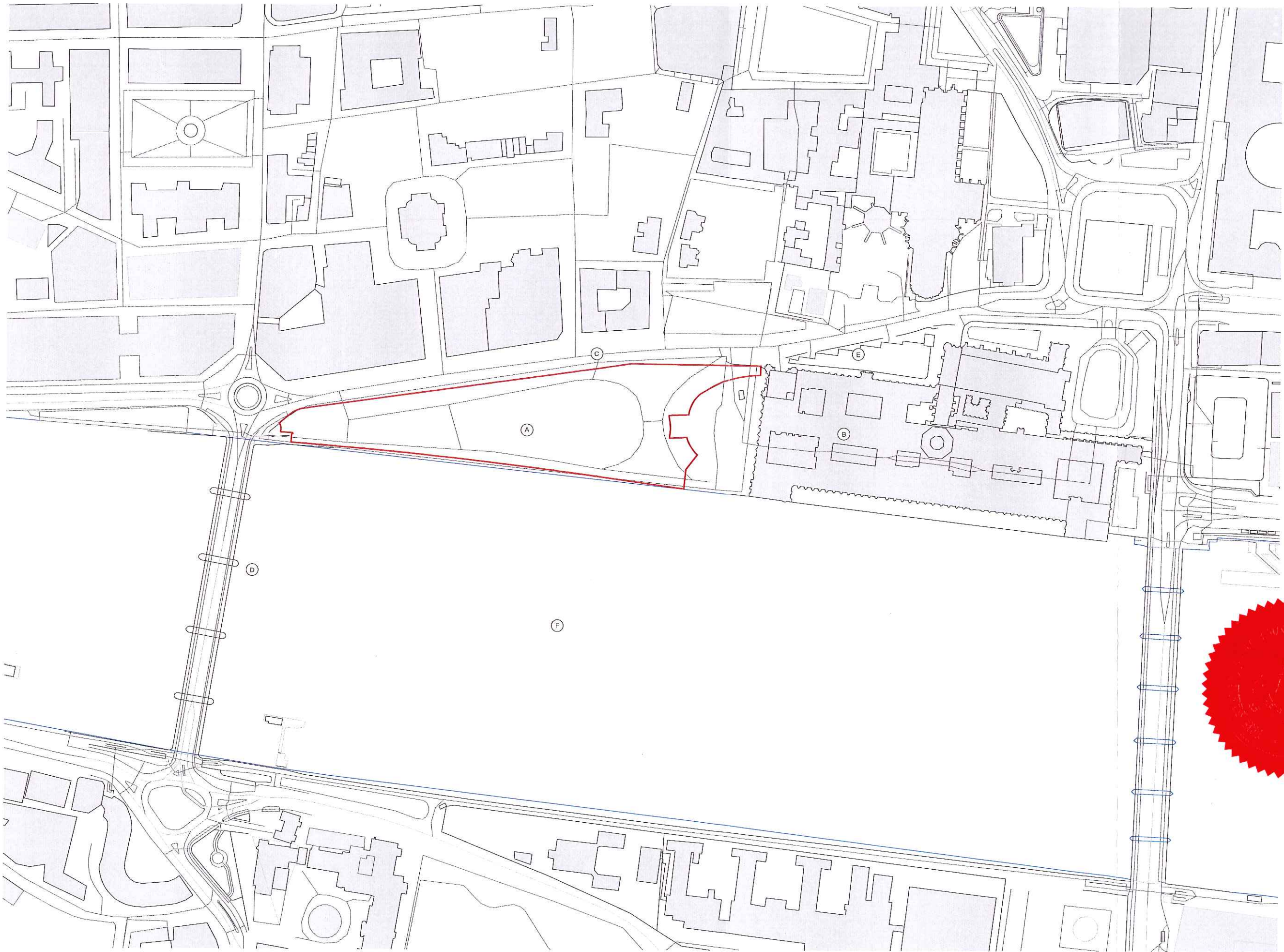
Principal Solicitor

731/62817

**APPENDIX 1**

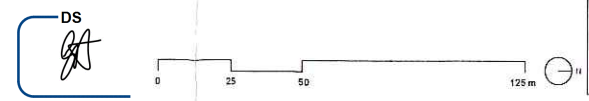
**PLAN SHOWING THE PROPERTY**





A. Victoria Gardens  
 B. Houses of Parliament  
 C. Millbank  
 D. Lambeth Bridge  
 E. Abingdon Street  
 F. River Thames

Existing Location Plan  
 1:1250



**General Notes:**  
 Drawing to be read in conjunction with the specification and all relevant drawings.  
 Do not scale from this drawing.  
 Contractor to check all dimensions on site. Adjaya Associates to be advised of any discrepancies between this drawing and site conditions immediately.

**Lead Architect:** Adjaya Associates  
 Adjaya Associates  
 223-231 Old Marylebone Rd.  
 London NW1 5QT, UK.  
 Phone: +44 (0)20 7258 6140  
 email: info@adjaya.com

**Memorial Architect:** Ron Arad Architects  
 Ron Arad Associates  
 62 Chalk Farm Road,  
 London NW1 8AN, UK,  
 Phone: + 44 (0) 20 7284 4963,  
 email: info@ronarad.com

**Landscape Architect:** Gustafson Porter + Bowman  
 Gustafson Porter + Bowman  
 1 Cobham Mews,  
 London NW1 9SB, UK,  
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Rev.	Date	Description
P0.1	18.11.27	Issue for Planning

Status: Planning Rev.: P0.1

**Client:** United Kingdom Holocaust Memorial Foundation  
**Project:** National Holocaust Memorial

**Drawing Title:** Existing Site Location Plan

**Drawing No.:** UKHM-03\_000C

Scale: 1:1250 @ A1 Drawn By: JG  
 Date: 18.11.27 Checked By: JN

**APPENDIX 2**  
**HIGHWAY WORKS LOCATION PLAN**



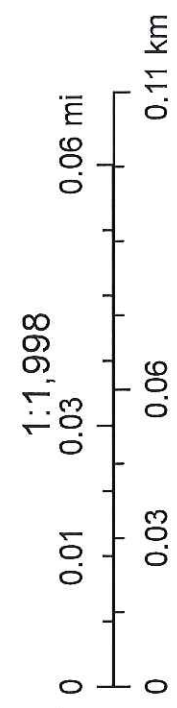
# 19/00114 - The Victoria Tower Gardens, Millbank



01/09/2020 11:59:22



Override



as

