

RESOLUTION OF THE PLANNING AND TRANSPORTATION COMMITTEE

(under powers delegated to them by the Court of Common Council on 19 July 2001)

DATED the ____ day of ____ 2021.

WHEREAS the Mayor and Commonalty and Citizens of the City of London acting by the Planning and Transportation Committee pursuant to the delegation to that Committee specified *above* (hereinafter called “the City”) are authorised by section 6 of the City of London (Various Powers) Act 1967 (as amended) (hereinafter called “the Act”) **BY RESOLUTION TO DECLARE** any way or place in the City of London appearing to the City:

- (i) to be laid out or otherwise suitable for a city walkway within the meaning of section 5 of the Act,
- (ii) to which access is available directly from a street or another city walkway, and
- (iii) that is laid out or rendered suitable for a city walkway in accordance with one of the provisions specified in subsection (1) of the said section 6

TO BE A CITY WALKWAY as from such date as may be specified in such resolution

AND WHEREAS it appears to the City that:

- (i) the way or place specified in Schedule 1 hereto is laid out or otherwise suitable for a city walkway within the meaning of the said section 5; and
- (ii) access to such way or place is available directly from a street or another city walkway; and
- (iii) the way or place is laid out or rendered suitable for a city walkway in accordance with subsection (1)(b) of the said section 6

AND WHEREAS the public right of way and of access on the way or place specified in Schedule 1 shall be subject to the limitations and conditions in Schedule 2 hereto in accordance with subsection (1A) of the said section 6 to give effect to reservations, limitations and conditions specified in an agreement for the provision of a city walkway in respect of land at 100 Bishopsgate, London EC2 dated 9 April 2018 (hereinafter called “The Agreement”) entered into pursuant to subsection (1)(b) of the said section 6.

NOW THEREFORE the City in pursuance of section 6(1) of the Act by resolution **HEREBY DECLARE** the way or place described in Schedule 1 hereto on and after the ____ day of ____ 2021 to be a city walkway subject to the limitations and conditions in Schedule 2 hereto.

Dated

THE COMMON SEAL OF THE MAYOR
AND COMMONALTY AND CITIZENS
OF THE CITY OF LONDON
was hereunto affixed in the presence of:

Authorised Officer
Guildhall
LONDON
EC2P 2EJ

SCHEDULE 1

ALL THAT way or place known as Clerks Place and Wrestlers Court (hereinafter called “the New City Walkway”)

- from Bishopsgate to Camomile Street in an L shape through the 100 Bishopsgate development; and
- from Bishopsgate to Saint Mary Axe running on the south side of the 100 Bishopsgate development

as shown hatched on the city walkway declaration plan labelled

Public Walkway Site Plan, Drawing number: A-00_SK_2813 Revision 08

attached hereto.

SCHEDULE 2

1. The Owner (as defined in The Agreement) shall be entitled to temporarily close the New City Walkway insofar as is necessary for the purpose of fulfilling its obligations provided by The Agreement in respect of maintenance, repair and cleansing of the New City Walkway subject to the following:
 - a. any such closure shall be for the minimum period and the minimum extent necessary;
 - b. any such closure shall other than in the case of emergency, occur only during Off Peak Hours (as defined in The Agreement”); and
 - c. the Owner using reasonable endeavours to ensure that an access route over the New City Walkway of a minimum width of 1.2 metres is retained at all times and where this is not possible ensuring that an access route of a minimum width of 1.2 metres is retained over the New City Walkway and/or the land immediately adjacent to the New City Walkway.
2. The Owner may temporarily suspend public rights of way and access over the New City Walkway to the extent and for the minimum period that is required in the interests of public safety where the need is first confirmed by a chief officer of the City other than in cases of imminent threat where such confirmation must be obtained within six hours of the suspension coming into force (or the suspension must cease).
3. Public rights of way and access over the New City Walkway may be suspended for such period authorised by the City pursuant to Clause 4.3.1 of The Agreement in the event of public assembly in the vicinity of the Property (as defined in The Agreement).
4. The Owner shall be entitled to use on the New City Walkway Maintenance Apparatus (as defined in The Agreement) for the purpose of the maintenance, repair and cleansing of the New City Walkway and the buildings on the land adjacent to the New City Walkway subject to the following:
 - a. any such use shall be for the minimum period and the minimum extent necessary);
 - b. any such use shall, other than in case of emergency, occur only during Off Peak Hours (as defined in The Agreement); and
 - c. the Owner using reasonable endeavours to ensure that an access route over the New City Walkway of a minimum width of 1.2 metres is retained at all times and where this is not possible ensuring that an access route of a minimum width of 1.2 metres in retained over the New City Walkway and/or the land immediately adjacent to the New City Walkway.

5. The Owner shall be entitled to use BMUs (building maintenance units) (as defined in The Agreement) above the New City Walkway for the purpose of the maintenance, cleansing and repair of the buildings adjacent to the New City Walkway subject to the conditions specified at Schedule 2 to The Agreement and the restrictions in paragraph 4 (a) to (c) above.
6. Security bollards and manholes may be placed and left in situ on land that forms part of the New City Walkway in accordance with the Final Specification (as defined in The Agreement) and may from time to time where approved in accordance with the Agreement or otherwise approved by the City be removed and replaced as necessary.
7. Subject to the Owner seeking consent from the City by completing a Highways Indemnity Form and associated paperwork (including environmental authorisation and TM drawing) which must be completed a minimum of two weeks prior to the date of the opening of the Maintenance Hatch (as defined in The Agreement) the Owner may access and open the Maintenance Hatch.