

Planning Obligation by Deed of Agreement under Section 106 of the Town and Country Planning Act 1990 and 278 of the Highways Act 1980

relating to development at Land bordered by
Northumberland Park to the north, High Road to the
west, Park Lane to the south and Worcester Avenue to
the east

HGY/2010/1000

HGY/2011/2350

HGY/2011/2351

Dated : 29th March 2012

THE MAYOR & BURGESSES OF THE LONDON BOROUGH OF HARINGEY (1)
TRANSPORT FOR LONDON (2)
STARDARE LIMITED (3)
STAR FURNISHING COMPANY LIMITED (4)
TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC CO LIMITED (5)
PAXTON ROAD LIMITED (6)
WHITE HART LANE STADIUM LIMITED (7)
TOTTENHAM HOTSPUR LIMITED (8)
TOTTENHAM HOTSPUR FINANCE COMPANY LIMITED (9)
TOTTENHAM HOTSPUR PROPERTY COMPANY LIMITED (10)

TABLE OF CONTENTS

INTRODUCTION.....	1
1. DEFINITIONS.....	2
2. CONSTRUCTION OF THIS DEED.....	17
3. LEGAL BASIS	18
4. CONDITIONALITY	18
5. THE OWNER'S AND DEVELOPER'S COVENANTS	19
6. THE SURETY'S COVENANTS.....	19
7. THE COUNCIL'S AND TRANSPORT FOR LONDON'S COVENANTS	19
8. APPROVALS	19
9. PAYMENT OF LEGAL COSTS	20
10. THIRD PARTY RIGHTS	20
11. REGISTRATION.....	20
12. SUPPLEMENTAL DEED	21
13. WAIVER.....	21
14. ALTERNATIVE PLANNING PERMISSION.....	22
15. CHANGE IN OWNERSHIP	22
16. NOTICES	22
17. NOTIFICATION	22
18. VAT	23
19. PAYMENT OF CONTRIBUTIONS	23
20. JURISDICTION	23
21. DELIVERY	23
22. DISPUTE RESOLUTION	24
FIRST SCHEDULE	25
The Owners	25
SECOND SCHEDULE	30
Plans and Drawings	30
THIRD SCHEDULE.....	31
Part 1	31
Planning Permission	31
Part 2	32
Draft Northern Development Amendment Permission	32
Part 3	33
Draft Southern Development Amendment Permission	33
FOURTH SCHEDULE	34

Phase One - Northern Development Obligations	34
Obligations of the Developer and Owner	34
FIFTH SCHEDULE	39
Phase Two - Stadium Development Obligations	39
SIXTH SCHEDULE	47
Phase Three - Southern Development Obligations	47
SEVENTH SCHEDULE	50
Heritage & Listed Building Obligations	50
EIGHTH SCHEDULE	53
Not Used	53
NINTH SCHEDULE	54
LB of ENFIELD Obligations	54
TENTH SCHEDULE	55
Highways Works	55
Part 1 – General Provisions	55
TENTH SCHEDULE	58
Highways Works	58
PART 2 – Northern Development	58
TENTH SCHEDULE	59
Highways Works	59
PART 2 ANNEXURE – Lists of Drawings	59
TENTH SCHEDULE	60
Highways Works	60
PART 3 – Stadium Development and Southern Development	60
TENTH SCHEDULE	61
Highways Works	61
PART 3 ANNEXURE – Lists of Drawings	61
ELEVENTH SCHEDULE	62
Considerate Constructors Scheme	62
TWELFTH SCHEDULE	64
Controlled Parking Zones	64
TWELFTH SCHEDULE	66
CPZ	66
ANNEXURE – Lists of Drawings	66
TWELFTH SCHEDULE	67
ANNEXURE - EDCPZ Code of Enforcement	67
EDCPZ Code of Enforcement	67
THIRTEENTH SCHEDULE	71
Guarantee by the Surety	71
Background	71
The Surety's Covenants	71
Avoidance of Obligations	71
Duration of the Guarantee	72
Sums due from the Developer and/or Owners	72
Disclaimer of this Deed	73
Surety's liability no greater than the Developer's and Owners' liability	73

English Law	73
FOURTEENTH SCHEDULE.....	74
Section 72 Highway Act 1980	74
Dedication of Land to Widen the Existing Highway	74
FIFTEENTH SCHEDULE	76
Council's Covenants	76
SIXTEENTH SCHEDULE.....	78
Part 1 – General Principles Relating to All Travel Plans	78
Part 2 - Stadium Travel Plan	82
SEVENTEENTH SCHEDULE.....	86
LOCAL AREA MANAGEMENT PLAN (“LAMP”)	86
EIGHTEENTH SCHEDULE	90
Event Day Monitoring Programme	90
NINETEENTH SCHEDULE	93
OUTLINE SPECIFICATION FOR THE THFC STAGE 1 SHUTTLE BUS.....	93
TWENTIETH SCHEDULE	95
Supplemental Deed	95
TWENTY FIRST SCHEDULE.....	98
Public Access Management Plan Framework.....	98

DATE

29th March

2012

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 4LE ("Council")
- (2) **TRANSPORT FOR LONDON** of Windsor House 42-50 Victoria Street London SW1H 0TL ("TfL")
- (3) **ALL THOSE PERSONS AND COMPANIES** listed in the First Schedule, who hold the interests in the Site referred to therein (collectively the "Owner")
- (4) **TOTTENHAM HOTSPUR LIMITED** of Bill Nicholson Way 748 High Road London N17 0AP ("Surety")
- (5) **TOTTENHAM HOTSPUR PROPERTY COMPANY LIMITED** of Bill Nicholson Way 748 High Road London N17 0AP ("the Developer").

INTRODUCTION

1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the Local Highway Authority for the purposes of the 1980 Highways Act save in respect of the highway known as Bruce Grove.
2. As Local Highway Authority the Council considers the Highway Works to be in the public benefit and carried out in accordance with this Agreement and pursuant to Section 278 of the 1980 Act and Section 111 of the 1972 Act and Section 16 of the 1974 Act.
3. TfL is the Local Highway Authority for the purposes of the 1980 Act and the obligations in the Eighth Schedule and in respect of the road known as A10 High Road (known as Bruce Grove) and is responsible for the provision of public transport services to the Site under the Greater London Authority Act 1999.
4. The Owners are the freehold and leasehold owners of the Site as set out in the First Schedule.
5. On 20 September 2011 the Council granted the Planning Permission for the development of the Site in accordance with the Application following completion of the Original Agreement.
6. The Developer has applied to the Council for permission to develop the Northern Development Site in accordance with the Northern Development Amendment Application.
7. The Developer has applied to the Council for permission to develop the Southern Development Site in accordance with the Southern Development Amendment Application.
8. The parties have agreed to enter into this Deed as a replacement to the Original Agreement in order to secure the planning obligations and Highways Works contained in this Deed in order to facilitate the Development.

9. The Developer has agreed to develop the Site and hereby acknowledges that it has an interest in the Site for the purposes of entering into these planning obligations pursuant to Section 106 of the 1990 Act.
10. The Council having duly complied with all duties imposed on it by or under the 1990 Act and having had regard to the provisions of the London Borough of Haringey's Unitary Development Plan and all other material considerations has resolved to enter into this Deed at its meeting of the Council's Planning Sub-Committee on 13 February 2012 and following execution of this Deed to grant the Northern Development Amendment Permission and the Southern Development Amendment Permission.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990
"Application"	the application for planning permission dated 20 May 2010 submitted to the Council for the Development and allocated reference number HGY/2010/1000 and associated applications for Listed Building Consent and Conservation Area Consent reference numbers HGY/2010/2001, 2002 and 2003
"Bus Priority and Diversion Measures"	a scheme to facilitate improved bus operations in the carriageway in the vicinity of the Site and the turnaround of the Bus Service W3 to be approved by the Council in consultation with TfL and the Developer as set out in the Annexure to Part 3 of the Tenth Schedule
"Car Club"	a club operated by a company that is accredited by Carplus which residents of the Residential Development and members of the general public may join and which makes cars available to hire to members either on a commercial or part-subsidised basis
"CCHP Facility"	the CCHP facility forming part of the Development as specified in the Energy

	Statement forming part of the Application to be brought forward in the area surrounding the Site
"Chesnut Road Improvement Works"	a scheme of improvements to the public highway in the vicinity of Chesnut Road as shown at the Annexure in Part 3 of the Tenth Schedule to be approved by the Council in consultation with the Developer
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly
"Completed Stadium"	the completed Stadium forming part of the Development with a capacity of approximately 56,250 spectators
"Considerate Constructors Scheme"	means the scheme at the Eleventh Schedule incorporating a code of practice identifying that construction on the Site will be as follows: <ul style="list-style-type: none"> • Considerate; • Environmentally Aware; • Clean; • Neighbourly; • Respectful;

	<ul style="list-style-type: none"> • Safe; • Responsible; and • Accountable
"Construction Workplace Travel Plan"	the Construction Workplace Travel Plan submitted as part of the Application
"CPZ"	Controlled Parking Zone
"CPZ Phase 1"	the design, consultation and implementation of extended hours in the existing match day CPZ as shown on Drawing SMD_PA_003 and the implementation of the NEDCPZ as shown on Drawing SMD_PA_001 in the Annexure to the Twelfth Schedule
"CPZ Phase 2"	the design, consultation and implementation of the EDCPZ in the areas to the south east and west of the Completed Stadium as shown on Drawing SMD_PA_002 in the Annexure to the Twelfth Schedule
"Decentralised Energy Study"	the study to be prepared by the Developer and the Owner to determine how to promote decentralised energy within the vicinity of the Site
"Development"	the Development of the Site with demolition and comprehensive redevelopment of a stadium (Class D2) with hotel (Class C1), retail (Classes A1 and/or A2 and/or A3 and/or A4 and/or A5) museum (Class D1) offices (Class B1) and housing (Class C3), together with associated facilities including the construction of new and altered roads, footways, public and private spaces, landscaping and related works. Details of "appearance" and "scale" are reserved in relation to the proposed residential

		and hotel buildings in accordance with the Planning Permission and/or the Northern Development Amendment Permission and/or the Southern Development Amendment Permission
"Director"		the Director of Place and Sustainability or such other proper officer of the Council responsible for planning and highways functions
"Dwelling"		a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
"EDCPZ"		an event day CPZ in connection with the use of the Completed Stadium for Major Events pursuant to the Road Traffic Regulation Act 1984
"EDCPZ Code of Enforcement"		a code of enforcement generally in accordance with those principles annexed to the Twelfth Schedule provided that the Council shall reasonably consult with the Developer and take proper account of their representations before adopting the code of enforcement
"EDCPZ Extension"		an extension to the EDCPZ as may be recommended as part of the Event Day Monitoring Programme
"EDCPZ Extension Design and Consultation Costs"		the reasonable cost of the design and consultation of the EDCPZ Extension
"EDCPZ Extension Implementation Costs"		the reasonable cost incurred by the Council in respect of the EDCPZ Extension including implementation administering and maintaining generally in accordance with the EDCPZ Code of Enforcement and for the avoidance of doubt the Council will actively consult with the Owner

	and/or Developer in agreeing the budget and ultimate cost of the EDCPZ extension and keep them informed throughout
"Event Day Monitoring Programme"	a monitoring programme in respect of the Stadium Travel Plan and LAMP to be agreed between the Owner and the Developer and the Council and undertaken by an appointed independent agent in accordance with the framework set out in the Eighteenth Schedule
"Event Day Monitoring Review"	a review of the results of the Event Day Monitoring Programme by the Owner and/or the Developer in liaison with the independent agent responsible for undertaking the Event Day Monitoring Programme and in consultation with the Council, TfL and other appropriate bodies
"First Supermarket Trading Day"	the first day of trading of the Supermarket forming part of the Northern Development
"Force Majeure Event"	an event falling within any of the following: fire, flood, tempest, exceptionally adverse weather conditions, earthquake, riot, civil commotion, insurrection, strike, lock-out or act of war or act of terrorism which shall prevent the Owner or Developer from performing its obligations under this Deed
"Foundation"	the Tottenham Hotspur Foundation
"Habitable Rooms"	all rooms in a residential dwelling excluding hallways, bathrooms, WCs, laundry rooms and storage cupboards
"Haringey Guarantee Programme"	a multi-agency programme led by the Council promoting vocational training, work placements and employment support, advice & job

	brokerage for borough residents
"Heritage Public Access Space"	that part of the Site shown coloured cross-hatched red on Plan 3a or as shown coloured cross-hatched green on Plan 3b (in the event the Developer implements the Northern Development Amendment Permission and/or the Southern Development Amendment Permission)
"High Road Listed Buildings"	numbers 796 and 810 High Road
"High Road Listed Buildings Works"	a scheme of works of repair and renovation to the High Road Listed Buildings as specified in the Application
"High Road THFC Buildings"	numbers 797, 799, 806, 807, 820, 822 High Road
"Highways Works"	means the following works - Bus Priority and Diversion Measures, the Chesnut Road Improvement Works, the Northern Development Highways Works, the Stadium Development Highways Works, the Northumberland Park Station Works and the Worcester Avenue Improvements
"Home Supporter Coach Travel Initiative"	a scheme forming part of the Stadium Travel Plan to promote coach travel as a common mode of travel for THFC home supporters to the Stadium
"Hotel Development"	that part of the Development comprising a hotel to be carried out on the Hotel Development Site
"Hotel Development Site"	that part of the Site shown coloured Green on the Phasing Plan
"Hotel Workplace Travel Plan"	the Hotel Workplace Travel Plan submitted as part of the Application

"Index"	in relation to the sums in the Tenth and Twelfth Schedules only, means the BIS Price Adjustment Formulae Indices Online ("Baxter Index") and for all other sums (save where an alternative index is specified) in this Deed means the All Items Index of Retail Prices issued by the Office for National Statistics
"Interest"	interest at 4 per cent above the base lending rate of the Co-operative Bank Plc from time to time.
"Interim Stadium"	the first phase of the Stadium forming part of the Development with a capacity of approximately 36,000 spectators
"LAMP"	a local area management plan (covering a geographical area to be agreed with the Council) to minimise adverse environmental impacts and nuisance to residents and businesses which are otherwise likely to be adversely affected by the use of the Stadium for Major Events to be prepared by the Owner and/or Developer in accordance with the framework attached as the Seventeenth Schedule
"LBE"	London Borough of Enfield
"Letting of the Stadium Contract"	the entering into of a building contract for the construction of the Stadium
"Letting of the Northern Development Contract"	the entering into of a building contract for the construction of the Northern Development
"Major Event"	any event (including all football matches) taking place at the Completed Stadium likely to be attended by 10,000 or more spectators excluding staff

"Modal Split Target"	a target of achieving the objective that 77% of spectators of a Major Event shall use modes other than the private car to arrive within the vicinity of the Stadium
"Northern Development"	that part of the Development to be carried out on the Northern Development Site to comprise inter alia the Supermarket
"Northern Development Amendment Application"	the revised application for the Northern Development submitted by Developer to the Council under reference number HGY/2011/2350
"Northern Development Amendment Permission"	The planning permission to be granted by the Council pursuant to the Northern Development Amendment Application a draft of which is set out in the Third Schedule
"Northern Development Highways Works"	a scheme of works to the public highways necessary for the Northern Development as set out in the Annexure to Part 2 of the Tenth Schedule
"Northern Development Site"	that part of the Site coloured orange on the Phasing Plan excluding any areas of public highway
"Northern Development Travel Plan"	the travel plan for the non-supermarket uses of the Northern Development
"Northumberland Park Ward"	all that area within Tottenham North London known as Northumberland Park Ward
"Northumberland Park Bridge Improvements"	a scheme of improvements to the pedestrian bridge at Northumberland Park Station for which Network Rail has statutory responsibility
"Northumberland Park Station Works"	a scheme of pedestrian route and crossing

	improvements in the vicinity of Northumberland Park Station as shown in the Annexure to Part 3 of the Tenth Schedule to be approved by the Council in consultation with the Developer
"Occupy", "Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
"On-Site Heritage Assets"	numbers 744, 746, 748 and 750 the High Road
"On-Site Heritage Assets Envelope Works"	a scheme of works to the On-Site Heritage Assets to carry out repairs and maintenance to the roofs, external facades and structures in accordance with a schedule of works to be agreed in detail with the Council (indicatively set out in the Cultural Heritage Statement forming part of the Application) and a scheme of paving and landscaping for the adjoining demolished sites
"On-Site Heritage Assets Works"	the scheme of works of repair and improvement to the On-Site Heritage Assets in accordance with the Planning Permission designed to secure the positive use of those Assets in the context of the Development and the Tottenham High Road Conservation Area
"Original Agreement"	The agreement entered into by the parties pursuant to Section 106 of the 1990 Act and Section 278 of the Highways Act 1980 dated 20 September 2011
"Participating Schools"	Northumberland Park Community School, John Loughborough High School, William C Harvey School, Moselle School, St Paul and All Hallows CE Infant/Junior School, St Francis de

Sales RC Infant/Junior School, Risley Avenue Primary School, Devonshire Hill Primary School, Broad Water Farm Primary School, Bruce Grove Primary School, Mulberry Primary School, Coleraine Park Primary School, the Green CE Primary School and any new school built within the Northumberland Park, Tottenham Hale, White Hart Lane or Bruce Grove Wards as notified to the Owner or Developer by the Council

"Parties"

the parties to this Deed or any of them

"Phasing Plan"

Plans 2a, 2b, 2c and 2d or Plans 2e, 2f, 2g, 2h and 2i (in the event the Developer implements the Northern Development Amendment Permission and/or the Southern Development Amendment Permission attached to the Deed in the Second Schedule

"Plan"

any plan attached at the Second Schedule and referred to in this Deed by a specific number

"Planning Permission"

the planning permission listed building consents and conservation area consent subject to conditions granted by the Council pursuant to the Application on 20 September 2011 set out in the Third Schedule

"the Podium"

that part of the Stadium shown hatched red on Plan 3a or hatched orange on Plan 3b (in the event the Developer implements the Northern Development Amendment Permission and/or the Southern Development Amendment Permission

"Public Access Management Plan"

a plan to be prepared by the Owner and/or Developer to provide for and regulate public access to the Podium and Public Access

	Space (including the Heritage Public Access Space) and the management and maintenance of those spaces in accordance with the framework attached as the Twenty First Schedule
"Public Access Space"	that part of the Development shown coloured orange on Plan 3a or coloured blue on Plan 3b in the event the Developer implements the Northern Development Amendment Permission or the Southern Development Amendment Permission
"Residential Development"	that part of the Development to be carried out on the Residential Development Site
"Residential Development Site"	that part of the Site coloured yellow on the Phasing Plan
"Residential Travel Plan"	the Residential Travel Plan forming part of the Application
"Retention of Visitors Measures Plan"	a plan outlining measures to be agreed between the Developer and the Council as part of the Stadium Travel Plan designed to retain 15,000 spectators in the area of the Site after Major Events for a period of 1 hour generally in accordance with those measures set out in the Sixteenth Schedule
"Site"	all that land and premises against which this Agreement may be enforced as shown edged red on Plan 1 appended at the First Schedule and subject to the freehold, and leasehold interests and mortgages set out in the First Schedule
"Southern Commercial Development"	the commercial development forming part of the Southern Development in accordance with

	the Southern Development Amendment Application
"Southern Commercial Development Travel Plan"	the travel plan to be prepared in respect of the Southern Commercial Development
"Southern Development"	that part of the Development to be carried out at the Southern Development Site to comprise, inter alia, the Residential Development and the Hotel Development or the Southern Commercial Development
"Southern Development Amendment Application"	the revised application for the Southern Development submitted by the Developer to the Council under reference number HGY/2011/2351
"Southern Development Amendment Permission"	the planning permission to be granted by the Council to the Southern Development Amendment Application a draft of which is set out in the Third Schedule
"Southern Development Site"	that part of the Site coloured yellow and green on the Phasing Plan excluding any areas of public highway
"Specified Heritage Area"	the area coloured blue on Plan 4
"Stadium"	the stadium and associated development to be constructed on the Stadium Development Site
"Stadium Development"	that part of the Development to be carried out at the Stadium Development Site to comprise, inter alia the Stadium and museum elements of the Development
"Stadium Development Highways Works"	a scheme of works to the public highways necessary for the Stadium Development in the vicinity of the Stadium as set out in the Annexure to Part 3 of the Tenth Schedule to be

	approved by the Council in consultation with the Developer
"Stadium Development Site"	that part of the Site coloured blue on the Phasing Plan excluding those areas of public highway
"Stadium Travel Plan"	a transport highways, parking and travel plan for the use of the Completed Stadium for Major Events in accordance with the Event Day Travel Plan submitted as part of the Application and the framework attached as the Sixteenth Schedule
"Stage 1 Shuttle Bus"	a shuttle bus service to transport spectators between the Completed Stadium and Tottenham Hale Station and a Piccadilly Line Station on Major Events broadly in accordance with the framework set out in the Nineteenth Schedule
"Stage 2 Shuttle Bus"	an increased shuttle bus service to transport spectators between the Completed Stadium, Tottenham Hale Station and Piccadilly Line Stations on all Major Events to be determined in accordance with the Fifth Schedule
"Supermarket"	the Supermarket forming part of the Northern Development
"Supermarket Operator"	the operator of the Supermarket forming part of the Northern Development
"Supermarket Site"	the location of the Supermarket shown coloured pink on plan 6
"Supermarket Workplace Travel Plan"	the Supermarket Workplace Travel Plan forming part of the Application
"Supplemental Deed"	a Deed of Unilateral Undertaking under Section

106 of the 1990 Act to be entered into pursuant to clause 12 substantially in the form attached as the Twentieth Schedule

"Temporary Use Proposals"

proposals for managing and enhancing those parts of the Site not brought forward with the first phase of the Development to be actively used (where possible and consistent with site security and construction programme) on a temporary basis including but not limited to publicly accessible open space, community and cultural uses, outdoor sport, recreation, leisure, planting and landscaping and including proposals for achieving the following objectives:

- ensuring that the temporary uses are kept clean and well-maintained;
- ensuring that the temporary uses are safe and secure at all times;
- ensuring that the temporary uses are compliant with Disability Discrimination Act and disability equality duties;
- providing a minimum number of community events in temporary use space;
- ensuring that temporary uses are co-ordinated and do not conflict

"Tottenham Area"

all that area known as Tottenham in North London shown edged blue on Plan 5

"Tottenham Investment and Delivery Plan"

the masterplan to be prepared by the Council to investigate options for and to promote and

	programme the regeneration of the Tottenham Area
"Town Centre Management Programme"	<p>a programme for businesses on the A10/A1010 corridor between the North Circular and Monument Way to run for 6 years from Occupation of the Northern Development to include measures such as :</p> <ul style="list-style-type: none"> • a town centre action plan addressing access, footfall, safety and cleanliness and promotion; • a town centre web-site and newsletter; • an up to date business directory; • 4 Town Centre business meetings per year; • a shop local campaign; • a High Road Business Award Scheme; • a High Road Seasonal Lights programme; • hanging baskets
"Transport Marketing and Communications Strategy"	the strategy for communicating the agreed measures comprised in the Stadium Travel Plan to spectators and the local community
"Travel Plan General Principles"	the principles in respect of the implementation and operation of the Travel Plans as set out in the Sixteenth Schedule
"TRO"	Traffic Regulation Order
Worcester Avenue Improvements	a scheme of improvement works to that part of the public highway known as Worcester Avenue in the area shown in Annexure to Part 3 of the Tenth Schedule to be approved by the

Council in consultation with the Developer

"796 Envelope Works"

a scheme of works to No. 796 High Road to carry out repairs and maintenance to the roof, external facades and structure in accordance with a schedule of works to be agreed in detail with the Council (indicatively set out in the Cultural Heritage Statement forming part of the Application) and subject, as necessary, to listed building consent

2. CONSTRUCTION OF THIS DEED

- 2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act 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 under that Act or deriving validity from it.
- 2.6. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

2.7. Headings in this Deed are for ease of reference only and shall not affect the construction of this Deed.

3. LEGAL BASIS

3.1. This Deed is made pursuant to:

- Section 106 of the 1990 Act;
- Section 111 of the Local Government Act 1972;
- Section 16 of the Greater London Council (General Powers) Act 1974;
- Sections 72 and 278 of the Highways Act 1980;
- Section 156 of the Greater London Authority Act 1999.

3.2. The covenants, restrictions and requirements imposed under this Deed in the Fourth, Fifth, Sixth, Seventh, Ninth, Eleventh and Twelfth Schedules create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and the Developer.

3.3. Both the positive and restrictive covenants and undertakings herein on the part of the Owner and Developer are entered into with the intent that the same shall be enforceable (subject to clauses 3.4 and 11.5) without limit of time not only against the Owner and the Developer but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner and/or Developer an interest or estate created after the date hereof in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

3.4. From the date of Occupation of the Supermarket only the following provisions will be enforceable against the Supermarket Site:

3.4.1. Schedule 4 – paragraphs 2.5, 2.6, 2.7, 2.8, 7.1.5, 8.1.1, 8.2 and 8.3

3.4.2. Schedule 16 – Part 1

4. CONDITIONALITY

4.1. This Deed is conditional upon:

(i) the grant of the Northern Development Amendment Permission and the Southern Development Amendment Permission; and

(ii) the Commencement of Development

save for the provisions of the Fourth Schedule (paragraphs 1.1, 2.3, 2.4), the Fifth Schedule (paragraphs 12.1), the Seventh Schedule (paragraphs 1.1, 2.1, 3.1, 3.2, 3.6, 4.1, 4.2 and 4.3), the Tenth Schedule, the Thirteenth Schedule, and the Fifteenth Schedule, Clause 4.2, legal costs clause, jurisdiction and delivery clauses and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

4.2. From the date of this Deed the Original Agreement shall be cancelled and shall cease to have effect.

5. THE OWNER'S AND DEVELOPER'S COVENANTS

5.1. The Owner and the Developer covenant with the Council as set out in the Fourth, Fifth, Sixth, Seventh, Ninth, Tenth, Eleventh, Twelfth and Fourteenth Schedules.

6. THE SURETY'S COVENANTS

6.1. The Surety covenants with the Council as set out in the Thirteenth Schedule.

7. THE COUNCIL'S AND TRANSPORT FOR LONDON'S COVENANTS

7.1. The Council covenants with the Owners and the Developer as set out in the Fourth, Fifth, Sixth, Tenth, Twelfth, Fourteenth and Fifteenth Schedules.

8. APPROVALS

8.1. Subject to Clause 8.2 where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

8.2. The Council shall have 28 days to respond to any request for agreement approval consent or expression of satisfaction made by the Owner or the Developer and if the Council does not respond within 28 days such agreement approval consent or expression of satisfaction shall be taken to have been granted.

8.3. Any approval given by the Parties pursuant to this Deed may be further varied from time to time pursuant to this Deed with the written agreement of the relevant parties or their successors in title.

8.4. In this Deed where consent or approval is required it shall not be deemed to be granted until requested in writing and approved or consented to in writing.

9. PAYMENT OF LEGAL COSTS

9.1 The Owner and Developer agree to pay the Council prior to the completion of this Deed its proper and reasonable legal costs incurred in preparing and settling it in the sum of £20,000.

9.2 The Owner and Developer agree to pay TfL prior to completion of this Deed its proper and reasonable legal costs incurred in preparing and settling it in the sum of £4,000.

10. THIRD PARTY RIGHTS

10.1. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

11. REGISTRATION

11.1. This Deed shall be registered as a Local Land Charge by the Council and the Council shall cancel all entries in the Register of Local Land Charges in respect of the Original Agreement.

11.2. Following the performance and satisfaction of all the obligations contained in this Deed and if requested to do so by the Owner or Developer the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

11.3. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

11.4. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner and the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development.

11.5. Apart from the Surety whose liability shall continue in perpetuity in accordance with the provisions of the Twelfth Schedule no person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire

interest in the Site or that part of the Site in respect of which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

12. SUPPLEMENTAL DEED

- 12.1. The Owner and the Developer and the Surety covenant with the Council that if they (individually or jointly) acquire an estate or interest in any part of the Site not already bound by the relevant planning obligations in this Deed they shall enter into a Supplemental Deed so as to make such land subject to those planning obligations contained in this Deed which relate to that part of the Site **PROVIDED** that no person shall be obliged to enter into a Supplemental Deed which purports to apply a provision of this Deed which does not bind the land in respect of which the person has an estate or interest or which otherwise contains obligations which are more onerous than those in this Deed.
- 12.2. No part of the Development or any land comprised in the Site not bound by this Deed shall be commenced on any such land unless:
- 12.2.1. a Supplemental Deed pursuant to Clause 12.1 has been entered into in respect of that land; or
- 12.2.2. the Council has approved the Commencement of such Development AND PROVIDED that the Council may not withhold such approval for part of the Development to be Commenced on any such land in accordance with the provisions of this Deed and the Planning Permission if all material estates and interests in that part of the Site are subject to the planning obligations relating to that part of the Site so as to enable the Council to enforce such obligations effectively in respect of the relevant land in accordance with the provisions of this Deed.

13. WAIVER

- 13.1. No waiver (whether expressed or implied) by the Council or the Owner or the Developer 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 Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

14. ALTERNATIVE PLANNING PERMISSION

- 14.1. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

15. CHANGE IN OWNERSHIP

- 15.1. The Owner and Developer agree to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

16. NOTICES

- 16.1. Any notice to any of the Parties shall be deemed to be sufficiently served on the relevant party if in writing and delivered personally or sent recorded delivery service or first class post marked for the attention of the following officials/person at the respective addresses:

16.1.1. The Owner the Developer and the Surety at Bill Nicholson Way 748 High Road London N17 OAP;

16.1.2. the Council at Director of Urban Environment River Park House 225 High Road Wood Green London N22 8HQ

16.1.3. Head of Land Use Planning at Transport for London at Windsor House 42-50 Victoria Street London SW1H OTL

or such other person and/or addresses as such Parties shall from time to time reasonably notify to all other Parties.

17. NOTIFICATION

- 17.1. The Owner and Developer agree with the Council to give written notice to the Director on the following dates and occurrences:

17.1.1. the Letting of the Northern Development Contract;

17.1.2. the intended date of Commencement of the Northern Development (to be given 14 days prior to the intended date of Commencement);

- 17.1.3. the intended date of Occupation of the Northern Development (to be given 14 days prior to Occupation of the Northern Development);
- 17.1.4. the Letting of the Stadium Contract;
- 17.1.5. the intended date of Commencement of the Stadium Development (to be given 14 days prior to the intended date of Commencement);
- 17.1.6. 14 days prior notice of the first Major Event to be held at the Interim Stadium;
- 17.1.7. 14 days prior notice of the first Major Event to be held at the Completed Stadium;
- 17.1.8. the intended date of commencement of the Southern Development (to be given 14 days prior to the intended date of Commencement); and
- 17.1.9. the intended date of Occupation of both the Hotel Development and Residential Development (to be given 14 days prior to the intended date of Occupation)

18. VAT

- 18.1. All sums payments and consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable but in the event that value added tax is due or becomes due on any sum payment or consideration in this Deed this shall be paid by the Owners in full and in addition to the sum payment or consideration due under this Deed

19. PAYMENT OF CONTRIBUTIONS

- 19.1. Any payment due under this Deed shall be made to the Council by sending the full amount in the form of a Banker's draft to the Director referring to the names dates and parties to this Deed and citing the specific clause of this Deed to which such payment relates.

20. JURISDICTION

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

21. DELIVERY

- 21.1. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been executed and dated.

22. DISPUTE RESOLUTION

- 22.1. Save for matters of construction (which shall be matters for the Courts) any dispute or disagreement arising under this Deed including questions of value or any question of reasonableness may be referred at the instance of any Party for determination by a single expert whose decision shall be final and binding on the Parties concerned PROVIDED THAT nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions.
- 22.2. The following provisions and terms of appointment shall apply to such disputes or disagreements and questions:
- 22.2.1. the expert shall have at least 10 years post qualification experience in the subject matter of the dispute;
 - 22.2.2. the expert shall be an expert with expertise relating to the issue in dispute and agreed between the Parties to the dispute or appointed by the President of the Royal Institution of Chartered Surveyors at the request of any Party to the dispute;
 - 22.2.3. the Party calling for the determination shall make written submission to the expert and the other Parties to the dispute within 10 working days of the expert's appointment;
 - 22.2.4. the other Parties shall have 21 working days from receipt or such extended period as the expert shall allow to respond;
 - 22.2.5. the expert shall be given an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties to the dispute or in the event of disagreement by the Parties to the dispute individually;
 - 22.2.6. the expert's decision shall be in writing and give reasons for his decision; and
 - 22.2.7. the expert may require his fees to be met by any Party to the dispute and in the event of such a requirement the expert's fees shall be met by the Party required to meet them.
- 22.3. In this Clause 22 "the Parties" includes any person on whom the Deed is binding and "Party" shall be construed accordingly.
- 22.4. No time or indulgence granted to the Owner or Developer by the Council nor any variation of the terms of this Deed will in any way release the obligations of the Surety to the Council under this clause.

FIRST SCHEDULE

The Owners

Definitions and Interpretations

In this Schedule the following additional expressions shall also apply:

"the Owner" all those with a legal interest in the Site including the following:

- **Stardare Limited** (Registered Company No. 02208606) whose registered office is situated at Bill Nicholson Way 748 High Road London N17 OAP;
- **Star Furnishing Company Limited** (Registered Company No. 0018090950) whose registered office is situated at Bill Nicholson Way 748 High Road London N17 OAP;
- **Tottenham Hotspur Football & Athletic Co. Limited** (Registered Company No. 00057186) whose registered office is situated at Bill Nicholson Way 748 High Road London N17 OAP;
- **Paxton Road Limited** (Registered Company No. 04418963) whose registered office is situated at Bill Nicholson Way 748 High Road London N17 OAP;
- **Tottenham Hotspur Ltd.** (Registered Company No. 01706358) whose

registered office is situated at Bill
Nicholson Way 748 High Road London
N17 OAP;

- **White Hart Lane Stadium Limited**
(Registered Company No. 04528703)
whose registered office is situated at
Bill Nicholson Way 748 High Road
London N17 OAP;

"the Plans"

the plans marked as "Plan 1" (drawing number
450) and "Plan 2" (drawing number 451) and
appended to this Schedule

"the Red Land"

all that land and buildings shown coloured red
on the Plans registered at the Land Registry
under title numbers

Freehold:
AGL203721
EGL199924
AGL167197
MX356070
MX247071
MX392937
AGL169783
EGL218642
MX195511
AGL120310
AGL111298
EGL191961
EGL188253
EGL192318
EGL202151
EGL205637
EGL204692
MX167368
EGL202791
EGL205832
MX167369
NGL142590
MX225694

Leasehold:
NGL125085

"the Blue Land"

all that land and buildings shown coloured blue
on the Plans registered at the Land Registry

under title numbers

Freehold:

NGL486903

MX136947

MX396927

EGL324284

EGL215190

EGL229894

EGL182983

MX333635

MX110448

NGL127272

AGL155901

NGL417150

AGL97785

MX422365

EGL274667

EGL205293

EGL205000

EGL211797

EGL381953

MX67737

MX183948

NGL220451

EGL191646

MX347388

AGL232641

Egl201316

Egl298688

Egl206077

Leasehold:

AGL115812

EGL180657

AGL104107

EGL281402

EGL230613

AGL199704

"the Pink Land"

all that land and buildings shown coloured pink
on the Plans registered at the Land Registry
under title numbers

Freehold:

EGL317908

Leasehold:

AGL111955

"the Green Land"

all that land and buildings shown coloured
green on the Plan 1 registered at the Land
Registry under title numbers

NGL135683

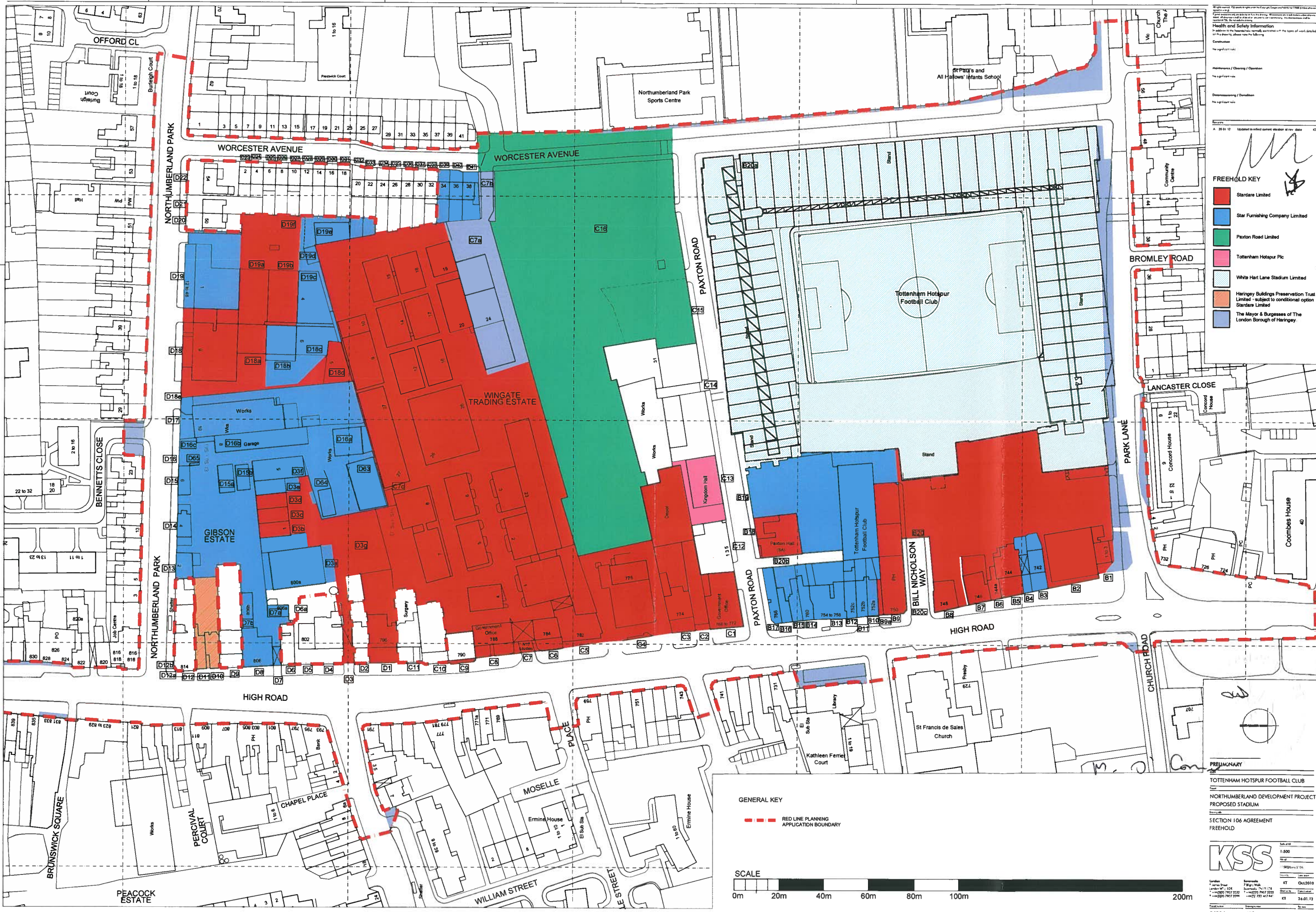
NGL283309

	NGL416664
"the Land Hatched Green"	all that land and buildings shown coloured hatched green on the Plan 1 registered at the Land Registry under title number AGL111807 AGL110945
"the Land Cross-Hatched Green"	all that land and buildings shown coloured cross-hatched green on the Plan 2 registered at the Land Registry under title number NGL348791
"the Land Hatched Red"	all that land and buildings shown hatched red on Plan 1 registered at the Land Registry under title number EGL168565
"the Land Hatched Black"	all that land and buildings shown coloured hatched black on Plan 2 registered at the Land Registry under title numbers AGL171505 AGL115005 AGL111809

Whereas:

1. **Stardare Limited** is registered as the freehold owner of the Red Land on Plan 1 and as the leasehold owner of the Red Land on Plan 2 .
2. **Star Furnishing Company Limited** is registered as the freehold owner of the Blue Land on Plan 1 and as the leasehold owner of Blue Land on Plan 2 and has a conditional option to acquire the freehold of the Land Hatched Red on Plan 1.
3. **Tottenham Hotspur Football & Athletic Co. Limited** is registered as the leaseholder owner of the Land Hatched Black on Plan 2.
4. **Paxton Road Limited** is registered as the freehold owner of the Green Land on Plan 1 and as the leasehold owner the Land Cross-Hatched Green on Plan 2.
5. **Tottenham Hotspur Ltd.** is registered as the freeholder owner of the Pink Land on Plan 1 and as the leasehold owner of the Pink Land on Plan 2.

6. **White Hart Lane Stadium Limited** is registered as the freehold owner of the Land Hatched Green on Plan 1.
7. **Tottenham Hotspur Finance Company Limited** holds a legal charge in respect of the land registered at the Land Registry under title numbers AGL111807 (White Hart Lane Stadium Limited)



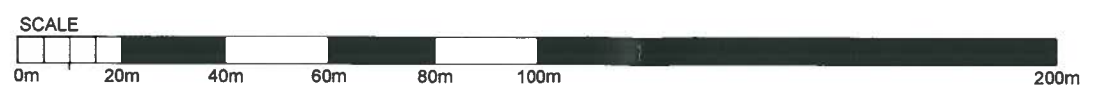
Health and Safety Information
In addition to the responsibilities normally associated with the types of work detailed on this drawing, please note the following:
Construction
No significant risk
Maintenance / Cleaning / Operation
No significant risk
Decontamination / Demolition
No significant risk

Revisions
A 26.01.12 Updated to reflect current situation at rev. date

Handwritten signature and initials.

- FREEHOLD KEY**
- Stardare Limited
 - Star Furnishing Company Limited
 - Paxton Road Limited
 - Tottenham Hotspur Plc
 - White Hart Lane Stadium Limited
 - Haringey Buildings Preservation Trust Limited - subject to conditional option Stardare Limited
 - The Mayor & Burgesses of The London Borough of Haringey

GENERAL KEY
RED LINE PLANNING APPLICATION BOUNDARY



PRELIMINARY
TOTTENHAM HOTSPUR FOOTBALL CLUB
NORTHUMBERLAND DEVELOPMENT PROJECT
PROPOSED STADIUM
SECTION 106 AGREEMENT
FREEHOLD

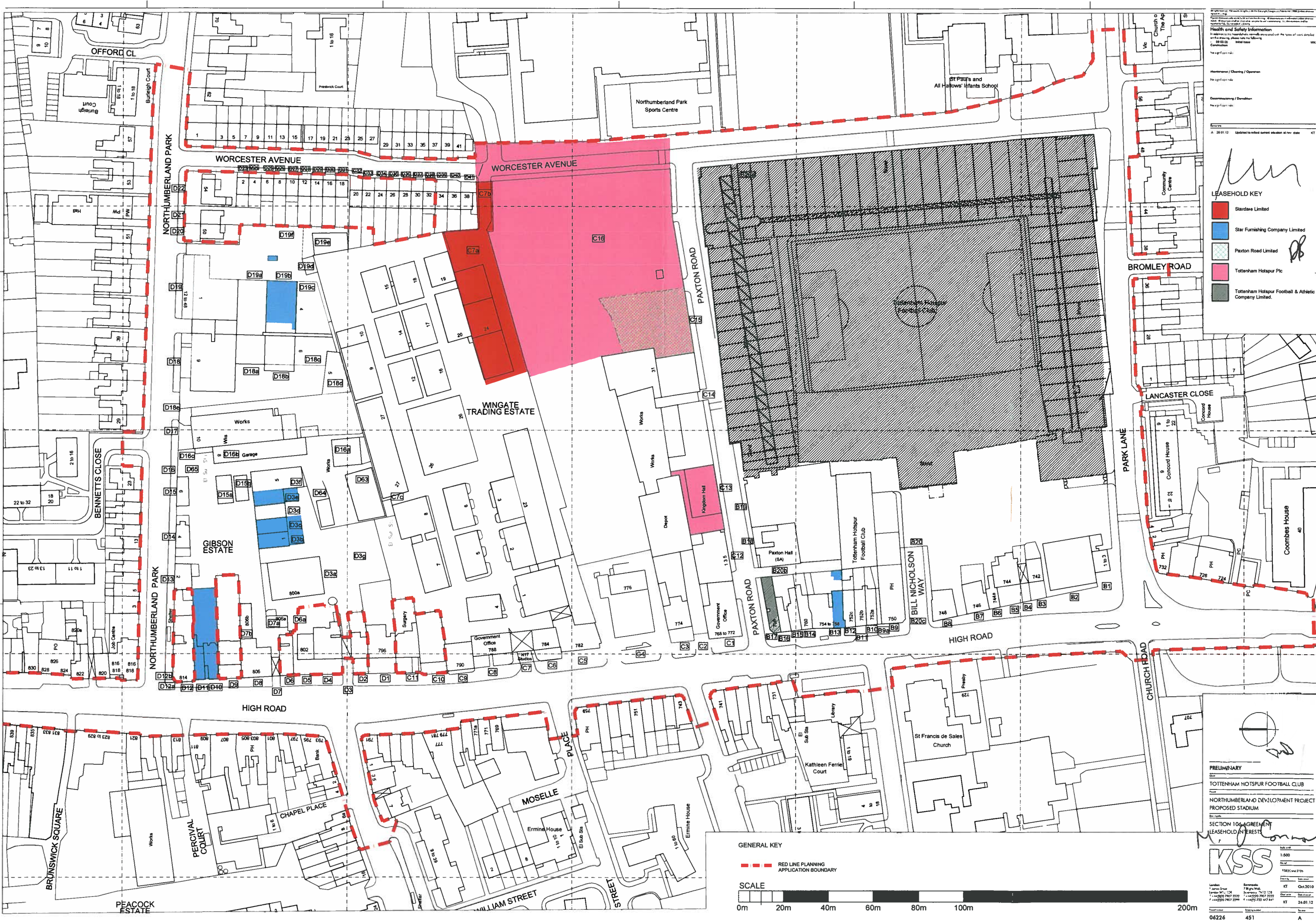
KSS

London
+44 (0)20 7767 2222
+44 (0)20 7767 2222
+44 (0)20 7767 2222

Birmingham
+44 (0)121 776 7222
+44 (0)121 776 7222
+44 (0)121 776 7222

KT
Oct 2010
26.01.12

06226 450 A



Health and Safety Information
This plan is for information only and does not constitute a contract. The Club is not responsible for any loss or damage arising from the use of this plan. The Club is not responsible for any loss or damage arising from the use of this plan. The Club is not responsible for any loss or damage arising from the use of this plan.

Health and Safety Information
This plan is for information only and does not constitute a contract. The Club is not responsible for any loss or damage arising from the use of this plan. The Club is not responsible for any loss or damage arising from the use of this plan. The Club is not responsible for any loss or damage arising from the use of this plan.

LEASEHOLD KEY

- Standard Limited
- Ster Furnishing Company Limited
- Paxton Road Limited
- Tottenham Hotspur Plc
- Tottenham Hotspur Football & Athletic Company Limited

PRELIMINARY
TOTTENHAM HOTSPUR FOOTBALL CLUB
NORTHUMBERLAND DEVELOPMENT PROJECT
PROPOSED STADIUM
SECTION 106 AGREEMENT
LEASEHOLD INTERESTS

KSS

London: 1 James Street, London EC1A 1BB
Tel: +44 (0)20 7617 2222
Fax: +44 (0)20 7617 2222
Email: info@kss.co.uk

Southampton: 78 High Street, Southampton SO14 1JH
Tel: +44 (0)1703 571128
Fax: +44 (0)1703 571128
Email: info@kss.co.uk

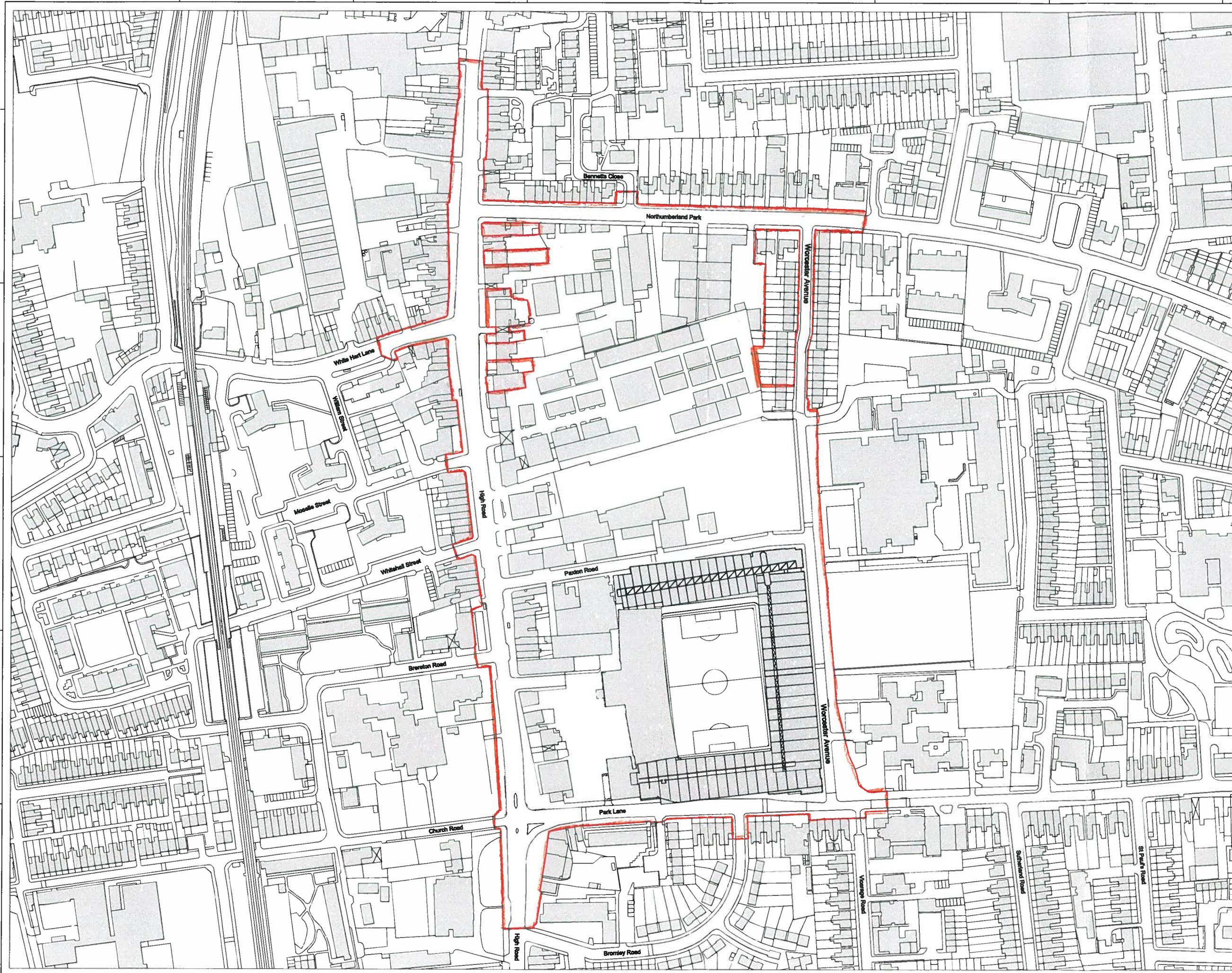
KT Oct 2010
KT 29.01.12
A

GENERAL KEY

- RED LINE PLANNING APPLICATION BOUNDARY

SCALE

0m 20m 40m 60m 80m 100m 200m



- General Notes
1. Dimensions are in millimetres unless stated otherwise.
 2. Levels are in metres AOD unless stated otherwise.
 3. Dimensions govern. Do not scale off drawing.
 4. All dimensions to be verified on site before proceeding.
 5. All discrepancies to be notified in writing to Make Limited.

© Make Limited 2008

Handwritten signature

01	100809	Planning Application	AB
Rev	Date	Reason For Issue	Chk

make

55-65 Whitfield Street,
London, W1T 4HE

tel +44 (0) 20 7636 5151
fax +44 (0) 20 7636 5252
info@makearchitects.com
www.makearchitects.com

Client
Tottenham Hotspur FC
Bill Nicholson Way
748 High Road
Tottenham N17 0AP

Keyplan



Project
Northumberland
Development Project

Drawing Title
Planning Application Boundary

Scale	Paper Size	Date
1:1250	@A1	06.10.08

Project No.	Draw No.	Rev No.
0429	A611	01