

FOURTH SCHEDULE

Phase One - Northern Development Obligations

Obligations of the Developer and Owner

The Developer and Owner hereby covenant and undertake for themselves and their successors in title with the Council as follows:

1. PHASING PLAN

- 1.1. To carry out the Development in accordance with the Phasing Plan subject to any revisions that may be agreed between the parties in writing from time to time.
- 1.2. For the avoidance of doubt it is acknowledged that the phases of the Development will be :
 - 1.2.1. Phase One shall be the Northern Development with an indicative construction start date of 2012 or thereafter and an anticipated completion date of 2014 or thereafter;
 - 1.2.2. Phase Two shall be the Stadium Development with an indicative construction start date of 2013 or thereafter and an anticipated completion date of 2016 or thereafter;
 - 1.2.3. Phase Three shall be the Southern Development with an indicative construction start date of 2016 or thereafter and an anticipated completion date of 2019 or thereafter.
- 1.3. For the avoidance of doubt none of the indicative dates set out at paragraph 1.2 shall constitute a legal obligation on the Developer and Owner to commence any phase of the Development by the applicable indicative date.
- 1.4. The Developer shall notify the Council of any changes to the indicative dates set out at paragraph 1.2.

2. TRAVEL PLAN CO-ORDINATOR AND MEASURES

- 2.1. Upon Commencement of the Development, to appoint and retain at their cost a Travel Plan Co-ordinator (for the life of the Development) to liaise with the Council and Transport for London and to co-ordinate the production, implementation and review of all the Travel Plans required in connection with the Development and in accordance with the Travel Plan General Principles.
- 2.2. Upon Commencement of the Northern Development to comply or procure compliance in all appropriate respects with the Construction Workplace Travel Plan as approved as part of the

Planning Permission and in accordance with the Travel Plan General Principles and thereafter comply or procure compliance with the Construction Workplace Travel Plan as may be varied with the approval of the Council following the Letting of the Northern Development Contract (in accordance with paragraph 2.3 of this Schedule).

- 2.3. Within 1 month of the Letting of the Northern Development Contract, to submit or procure the submission to the Council for written approval of an updated Construction Workplace Travel Plan and Northern Development Travel Plan relating to the Northern Development.
- 2.4. At the end of 3 months following Council approval in sub-paragraph 2.3 above to submit or procure the submission to the Council of a review of the implementation of the Construction Workplace Travel Plan specifying any amended or additional measures to be taken to achieve the Travel Plan objectives in respect of the construction of the Northern Development.
- 2.5. Prior to Occupation of the Northern Development, to submit or procure the submission for approval by the Council of a Northern Development Servicing, Deliveries and Management Plan taking into account the Supermarket Operator's servicing requirements and with the aims of:
 - 2.5.1 minimising disturbance to residents and impacts on traffic flows in the Tottenham Area as a result of vehicle routing and times of operation;
 - 2.5.2 providing a car park stewarding system for customers to promote maximum use of the available on-site car parking spaces;
 - 2.5.3 ensuring no supermarket trolleys are left on the public highway or land outside the Northern Development.
- 2.6. Upon Occupation of the Northern Development to comply (or procure compliance) in all respects with the Supermarket Workplace Travel Plan and Northern Development Travel Plan as may subsequently be updated and approved by the Council.
- 2.7. Within 1 month of the Occupation of the Northern Development, to submit or procure the submission to the Council an updated Supermarket Workplace Travel Plan taking into account the Supermarket Operator's circumstances and updating of the measures to be pursued to achieve the objectives of the relevant Travel Plan and in accordance with the Travel Plan General Principles.
- 2.8. The updated and approved Supermarket Workplace Travel Plan and Northern Development Travel Plan will be subject to annual review in accordance with the Travel Plan General Principles in accordance with paragraph 2.7.

3. TEMPORARY USES OF LAND PROPOSED FOR THE PHASE 2 DEVELOPMENT

- 3.1. No later than 3 months following the Commencement of the Northern Development to prepare submit and if necessary re-submit the Temporary Use Proposals to the Council for approval until such time as the same is approved in writing by the Council ("the Approved Temporary Use Proposals").
- 3.2. Within 2 months of the Council's approval of the Temporary Use Proposals pursuant to clause 3.1 above to apply to the Council for any planning permission that may be necessary to implement the Approved Temporary Use Proposals.
- 3.3. No later than 1 month following the Council's approval of the Temporary Use Proposals and the grant of any necessary planning permissions in accordance with clause 3.2 above to implement the Approved Temporary Use Proposals and complete all works required for the Approved Temporary Use Proposals within 6 months of the Council's approval or grant of any necessary planning permissions (or such longer period as may be agreed by the Council in writing) and maintain those uses and/or amenities in operation until Letting of the Stadium Contract.

4. TELEVISION RECEPTION MITIGATION

- 4.1 Upon Commencement of Development to undertake a survey to identify any adverse impacts likely to be caused to television licence holders' reception by reason of structures associated with the Development and within three months of the Letting of the Stadium Contract shall use reasonable endeavours to ensure that such adverse impacts are mitigated as far as possible.

5. SUSTAINABILITY

- 5.1. That the completed Northern Development will achieve a "Very Good" rating pursuant to the BRE Environmental Assessment Method (or equivalent).
- 5.2. To procure that the Northern Development is capable of being connected to a CCHP Facility to be brought forward by the Owner or Developer in the surrounding area such that all the energy requirements of the Northern Development can be met by that connection.

6. PARKING FOR ELECTRIC VEHICLES

- 6.1. Prior to Occupation of the Northern Development to agree with the Council the percentage of the total number of car parking spaces to be provided as actual electric parking spaces in the Northern Development and thereafter ensure that the agreed number of electric car parking

spaces and associated electric recharge points are provided as part of the Northern Development.

7. EMPLOYMENT AND SKILLS

7.1. From the Commencement of Development, to:

- 7.1.1. ensure that the recruitment, employment, training and career development arrangements of all contractors (employed during the construction or following completion) and occupiers of the Development reflect the principles and objectives of the Haringey Guarantee Programme;
- 7.1.2. liaise with the Council, the Foundation and local employment training agencies to identify job opportunities and skill needs within the Development and to procure that contractors appointed to carry out the Development enter into equivalent liaison arrangements;
- 7.1.3. use reasonable endeavours to procure that its contractors target the offer of employment to 50 individuals (who immediately prior to such employment, live in the Tottenham Area) on an apprentice basis during the construction phase of the Development and to liaise with the College of Haringey, Enfield and North-East London to secure the offer of those apprenticeship places;
- 7.1.4. commit to employing a minimum of 10 individuals in non-construction roles (who, immediately prior to such employment, live in the Tottenham Area) on an apprenticeship basis (other than as apprentice footballers) each year for 6 years (a minimum of 60 individual apprentices in total and for the avoidance of doubt these jobs may be provided from any phase of the Development);
- 7.1.5. commit to employing a minimum of 75 individuals in non-construction roles per annum over a minimum of 6 years who, for the 6 months immediately prior to employment, have lived in the Tottenham Area and for the avoidance of doubt these jobs may be provided from any phase of the Development;
- 7.1.6. in addition to paras 10.1.3 and 10.1.4, work with the Council to implement measures that aim to secure that all of the new jobs within the Development (during construction and following occupation) are made available in the first instance to residents of the Borough of Haringey and to agree with the Council a mechanism for advertising such jobs;

7.1.7. procure that the activities of the Foundation are aligned with the Haringey Guarantee Programme where appropriate to the obligations in this paragraph;

7.1.8. prepare and submit to the Council an annual statement setting out how the requirements of paragraphs 7.1.1 to 7.1.7 have been achieved each year until 12 months after the First Major Event at the Completed Stadium

8. BUSINESS SUPPORT

8.1. Upon Commencement of Development:

8.1.1. to work with the Council and support measures that promote the Tottenham Area as an area for business and the services provided by local businesses;

8.1.2. to advertise supply chain opportunities arising from the Development to local businesses (including the publication of a web newsletter) in the boroughs of Haringey and Enfield;

8.1.3. hold 4 workshops per year (until 12 months after the date of practical completion of the Southern Development or for 8 years whichever is later)) in accordance with an annual programme to be agreed with the Council to advise and inform local businesses on how to obtain contracts arising from the Development;

8.2. Upon the Occupation of the Northern Development to procure that the Supermarket Operator will provide a dedicated individual and resource to act as a town centre manager with responsibility for agreeing with the Council and implementing the Town Centre Management Programme on the A10/1010 corridor between the North Circular Road (in Enfield) and Monument Way (in Haringey) (with the projects forming part of the Town Centre Management Programme to be agreed jointly with the Council and LBE).

8.3. For 6 years from the Occupation of the Northern Development to ensure the Supermarket Operator guarantees the performance and funding of the Town Centre Management Programme.

9. CONSIDERATE CONSTRUCTORS SCHEME

9.1. To use all reasonable endeavours to procure that the Considerate Constructors Scheme is implemented and complied with and to undertake the Development in accordance with the said Considerate Constructors Scheme.

FIFTH SCHEDULE

Phase Two - Stadium Development Obligations

Obligations of the Developer and Owner

The Developer and Owner hereby covenant and undertake for themselves and their successors in title as follows:

1. STADIUM TRAVEL PLAN

- 1.1. Upon Commencement of the Stadium Development to comply or procure compliance in all appropriate respects with the Construction Workplace Travel Plan as approved as part of the Planning Permission and in accordance with the Travel Plan General Principles and as may be varied with the approval of the Council following the Letting of the Stadium Contract (in accordance with para. 2.3 of this Schedule).
- 1.2. Within 1 month of the Letting of the Stadium Contract, to submit or procure the submission to the Council of an updated Construction Workplace Travel Plan relating to the Stadium Development.
- 1.3. At the end of 3 months from the Commencement of the Stadium Development to submit or procure the submission to the Council for approval of a review of the implementation of the Construction Workplace Travel Plan specifying any additional measures to be taken to achieve the Travel Plan objectives in respect of the construction of the Stadium Development.
- 1.4. To submit the Stadium Travel Plan to the Council within 3 months of the Letting of the Stadium Contract and re-submit until such time as the same is approved in writing by the Council ("the Approved Stadium Travel Plan").
- 1.5. To comply or procure compliance in all respects with the Approved Stadium Travel Plan and Travel Plan General Principles.

2. MODAL SPLIT TARGET AND EVENT DAY MONITORING

- 2.1. To use all reasonable endeavours to achieve the Modal Split Target within the first full season of operation of the Completed Stadium.
- 2.2. To fund and procure the operation of the Event Day Monitoring Programme and Event Day Monitoring Review.

- 2.3. In the event that the Modal Split Target is not achieved during the first full season of operation of the Completed Stadium the Event Day Monitoring Programme will identify the reasons why the Modal Split Target has not been achieved.
- 2.4. In the event that the Modal Split Target is not achieved during the first full season of operation of the Completed Stadium to undertake the Event Day Monitoring Review and by the end of June following the end of the season provide to the Council a report detailing additional measures to be adopted or introduced as part of the Stadium Travel Plan with the aim of achieving the Modal Split Target in the following season ("the Event Day Monitoring Report").
- 2.5. The Council shall have four weeks from receipt to review and respond to the Event Day Monitoring Report and may refer any dispute over the proposed additional measures to arbitration.
- 2.6. In the event that the Modal Split Target is not achieved during the first full season of operation of the Completed Stadium the Developer and Owner shall:
 - 2.6.1. repeat and intensify the Transport Marketing and Communications Strategy to publicise the measures forming part of the Stadium Travel Plan;
 - 2.6.2. amend the Stadium Travel Plan to incorporate all agreed measures recommended by the Event Day Monitoring Report and seek approval to those measures from the Council and TfL; and
 - 2.6.3. comply in all respects with the amended Stadium Travel Plan as approved by the Council in consultation with TfL for all subsequent Major Events.
- 2.7. If in accordance with paragraph 2.4 of this Schedule the Event Day Monitoring Report recommends that the EDCPZ Extension is implemented the Council may request and the Developer and Owner shall pay the EDCPZ Extension Design and Consultation Costs.
- 2.8. At such time as the Council is in a position to implement the EDCPZ Extension it may request and the Developer and Owner shall pay the EDCPZ Extension Implementation Costs.
- 2.9. Subject to the Developer and/or Owner complying with their obligations in paragraphs 2.7 and 2.8 of this Schedule the Council shall use reasonable endeavours to operate the EDCPZ Extension for all Major Events and the EDCPZ Code of Enforcement shall be applied to the EDCPZ Extension.

- 2.10. The Event Day Monitoring Programme and Event Day Monitoring Review shall continue every season until such time as the Council and TfL are satisfied that the Modal Split Target has been consistently achieved and the provisions of paragraph 2.2 to 2.8. of this Schedule shall apply to each successive season until the Modal Split Target has been consistently achieved for a period of 5 consecutive years.

3. STAGE 1 AND STAGE 2 SHUTTLE BUS

- 3.1. To implement and operate at no cost to the Council or TfL the Stage 1 Shuttle Bus at the service capacity, frequency, location (including bus stopping and standing facilities) and duration agreed with the Council and TfL and with a fare structure to be agreed with TfL in accordance with the Outline Specification in the Nineteenth Schedule and the approved Stadium Travel Plan for all Major Events held at the Interim Stadium and Completed Stadium.
- 3.2. Not to hold any Major Events at the Interim Stadium and Completed Stadium without procuring the operation of the Stage 1 Shuttle Bus other than due to a Force Majeure Event.
- 3.3. In the event that the Modal Split Target is not achieved and the Event Day Monitoring Review Programme suggests that the Stage 2 Shuttle Bus should be brought into operation to implement and operate at no cost to the Council or TfL the Stage 2 Shuttle Bus at the service capacity, frequency, location (including bus stopping and standing facilities) and duration agreed with the Council and TfL and with a fare structure to be agreed with TfL for all Major Events held at the Completed Stadium.
- 3.4. Subject to compliance with paragraphs 3.1 to 3.3, all fare revenues from the Stage 1 and Stage 2 Shuttle Bus shall be retained by the Developer and the Owner.
- 3.5. The Council covenants to identify and provide as far as reasonably practicable appropriate access arrangements on adopted public highways including the use of bus lanes to encourage the use of the Stage 1 Shuttle Bus including appropriate parking and waiting on Ashley Road until the Tottenham Hale Bus Station is operational.

4. HOME SUPPORTER COACH TRAVEL INITIATIVE

- 4.1. To implement the Home Supporter Coach Travel Initiative in accordance with the approved Stadium Travel Plan for all Major Events.

5. RETENTION OF VISITORS MEASURES

- 5.1. To implement the Retention of Visitors Measures Plan in accordance with the approved Stadium Travel Plan for all Major Events.

6. TRANSPORT MARKETING AND COMMUNICATIONS STRATEGY

- 6.1. To implement the Transport Marketing and Communications Strategy in accordance with the approved Stadium Travel Plan.

7. SEASON TICKETS FOR LOCAL PEOPLE

- 7.1. The Owner and Developer covenant that for the first full football season at the Completed Stadium it shall offer priority (excluding existing season ticket holders) in the booking of the increased number of season tickets for first team football events as follows :

7.1.1. 2,500 season tickets to residents of London Borough of Haringey; and

7.1.2. 2,500 season tickets to residents of London Borough of Enfield.

- 7.2. The Owner and the Developer covenant to offer or to procure the offer of priority booking for all match day and public event tickets each year at the Completed Stadium on the following basis :

7.2.1. a total of 2,500 tickets to residents of London Borough of Haringey; and

7.2.2. a total of 2,500 tickets to residents of London Borough of Enfield.

- 7.3. Match day and public event tickets offered to residents of London Borough of Haringey or London Borough of Enfield in accordance with paragraph 7.2 shall be offered to such residents for a priority period of 24 hours prior to their release for purchase by the general public and the existence of this priority booking system will be fully and appropriately publicised.

- 7.4. Any charges levied on members of the public to be placed on a waiting list for first team football match or season tickets at the Completed Stadium for the purpose of the priority booking scheme to be provided in accordance with paragraphs 7.1 to 7.3 will be waived for any resident of the London Borough of Haringey or the London Borough of Enfield.

- 7.5. To continue the existing scheme of making available tickets free of charge to local children through achievement attained on Foundation programmes.

8. LOCAL AREA MANAGEMENT PLAN (LAMP)

- 8.1. To prepare the LAMP (covering a geographical area to be agreed with the Council) in consultation with the Council, local Ward Councillors, local residents groups, TfL and the Metropolitan Police and submit and re-submit the LAMP to the Council for approval prior to Occupation of the Interim Stadium until such time as the same is approved in writing by the Council ("the Approved LAMP").
- 8.2. That the Interim Stadium and the Completed Stadium shall not be used for a Major Event otherwise than in accordance with the Approved LAMP.
- 8.3. To procure that compliance with the Approved LAMP is monitored as part of the Event Day Monitoring Programme and that as part of the Event Day Monitoring Programme and Event Day Monitoring Review an annual report shall be submitted to the Council in respect of compliance with the LAMP.

9. PODIUM AND PUBLIC ACCESS AREA (INCLUDING HERITAGE PUBLIC ACCESS SPACE)

- 9.1. Prior to the Commencement of the Stadium Development to prepare submit and resubmit the Public Access Management Plan to the Council for approval until such time as the same is approved in writing by the Council ("the Approved Public Access Management Plan").
- 9.2. To complete the Podium and Public Access Area prior to the first Major Event at the Completed Stadium.
- 9.3. Prior to the first Major Event at the Completed Stadium to allow public access to the Podium and Public Access Area in accordance with the Approved Public Access Management Plan 24 hours a day on all days save for one day each year.
- 9.4. To provide public access to 3 public toilets (for males, females and people with disabilities) from the Podium and Public Access Area on all days save for one day each year that the public have access to the Podium and Public Access Area and for those toilets to be available for use between 8am and 8pm (and for such longer periods as may be reasonably necessary before and after Major Events).
- 9.5. For the avoidance of doubt all community events requested to be held on the Podium shall be at the Owner's and Developer's sole discretion and the Owner and Developer shall be able to levy a reasonable charge in respect of stewarding, cleaning and other associated costs.

- 9.6. That prior to Occupation of the Completed Stadium or within 5 years of the date of this Deed (or such longer period as may be agreed by the parties in writing), whichever is earlier, to complete the Heritage Public Access Space and allow public access to that Space at all reasonable hours on all days save one each year.
- 9.7. To be responsible for the management and maintenance of the Podium, in accordance with the Approved Public Access Management Plan.
- 9.8. To procure that the Foundation shall arrange and fund a minimum of 6 community or cultural events a year to be agreed with the Council on open space provided as part of the Temporary Use Proposals (until the Letting of the Stadium Contract) and a minimum number of 12 community or cultural events a year on the Podium (to be agreed between the Foundation and the Council) for 6 years from the date of the first Major Event at the Completed Stadium.
- 9.9. Where under this Deed the Developer and Owner grant permissive use to the public of any part of the Site such grant shall be in accordance with all reasonable management and security arrangements considered necessary by it including in the event of emergency the right temporarily to exclude public access and for the avoidance of doubt "emergency" for the purpose of this paragraph shall mean circumstances causing danger and identified as such by the Metropolitan Police or other emergency services of causing danger to life or limb.
- 9.10. For the avoidance of doubt the Owner and Developer have no intention to dedicate a right of way to the public over any part of the Site.

10. SUSTAINABILITY

- 10.1. To procure that the Stadium Development is capable of being connected to a CCHP Facility to be brought forward by the Owner or Developer in the surrounding area within 12 months of the CCHP Facility becoming operational.
- 10.2. That the Completed Stadium Development will reduce its carbon emissions by at least 44% of those set out in 2006 Building Regulations and achieve a "Very Good" rating pursuant to the BRE Environmental Assessment Method (or equivalent) once it has been connected to a CCHP facility.

11. EDUCATIONAL AND COMMUNITY VISITS

- 11.1. Upon Commencement of Development to offer and host monthly free educational visits to the Stadium at appropriate times both during construction and following completion to Participating Schools and Community Groups.

12. COSTS INDEMNITY

- 12.1. To indemnify the Council from all reasonable and proper liability loss cost and/or expense including any reasonable claim for compensation arising out of or related to the renaming of White Hart Lane station and the section of White Hart Lane between the renamed White Hart Lane railway station and the junction with the High Road in accordance with paragraph 5 of the Fifteenth Schedule subject to delivery to the Developer of full invoices showing a breakdown of time spent to be approved by the Developer (such approval not to be unreasonably withheld).

13. TELEVISION RECEPTION MITIGATION

- 13.1. Upon completion of the Stadium Development, to carry out or procure the carrying out of a further television reception survey to determine whether the Development has resulted in any adverse impacts on licence holders' reception and forthwith to use reasonable endeavours to ensure that such adverse impacts are mitigated as far as possible.

14. PARKING FOR ELECTRIC VEHICLES

- 14.1. Prior to Occupation of the Interim Stadium to agree with the Council the percentage of the total number of car parking spaces to be provided as actual electric parking spaces in the Completed Stadium and ensure that the agreed number of electric car parking spaces and associated electric recharge points are provided as part of the Stadium Development.

15. USE OF DEVELOPMENT VALUE

- 15.1. Prior to the Letting of the Stadium Contract the Owner or the Developer shall provide a written statement to the Council setting out how:

15.1.1. any development land value generated at that date from the Northern Development has or will contribute towards the delivery of the Stadium Development as contemplated by way of one example only in the viability report dated 15 December 2011 submitted by the Owner to the Council; and

15.1.2. any development or land value anticipated to be generated by the Southern Development as at that date has or will contribute towards the delivery of the Stadium as contemplated by way of one example only in the viability report dated 15 December 2011 submitted by the Owner to the Council.

- 15.2. In the event that at the date of submission of the written statement to the Council in accordance with paragraph 15.1 no development or land value has been nor will be generated from the

Northern Development the written statement shall set out why no development or land value has been nor will be generated.

SIXTH SCHEDULE

Phase Three - Southern Development Obligations

Obligations of the Developer and Owner

The Developer and Owner hereby covenant and undertake for themselves and their successors in title as follows:

1. TRAVEL PLAN MEASURES

- 1.1. Upon Commencement of either of the Hotel Development Residential Development or Southern Commercial Development to comply or procure compliance in all appropriate respects with the Construction Workplace Travel Plan as approved as part of the Planning Permission and in accordance with the Travel Plan General Principles and as may be varied with the approval of the Council following the letting of a construction contract for any of the Hotel Development, the Residential Development (in accordance with para. 1.2 of this Schedule) or the Southern Commercial Development.
- 1.2. Within 1 month of the letting of a construction contract for either the Hotel Development or Residential Development or the Southern Commercial Development, to submit or procure the submission to the Council of an updated Construction Workplace Travel Plan relating to the Hotel Development or Residential Development or Southern Commercial Development (as applicable).
- 1.3. Within 1 month of the letting of a construction contract for the Southern Commercial Development to submit or procure the submission to the Council of the Southern Commercial Development Travel Plan for approval by the Council.
- 1.4. At the end of 3 months following the Commencement of the Residential Development Hotel Development or the Southern Commercial Development to submit or procure the submission to the Council of a review of the implementation of the Construction Workplace Travel Plan specifying any additional measures to be taken to achieve the Travel Plan objectives in respect of the construction of both the Hotel Development, the Residential Development or the Southern Commercial Development.

- 1.5. Upon Occupation of the Residential Development to comply in all respects with the Residential Travel Plan and the annual review of that Plan in accordance with the Travel Plan General Principles.
- 1.6. Upon Occupation of the Hotel Development to comply in all respects with the Hotel Workplace Travel Plan and the annual review of that Plan in accordance with the Travel Plan General Principles.
- 1.7. Upon Occupation of the Southern Commercial Development to comply in all respects with the Southern Commercial Development Travel Plan and the annual review of that plan in accordance with the Travel Plan General Principles.

2. SUSTAINABILITY

- 2.1. To procure that the environmental performance of the Residential Development will achieve at least Code for Sustainable Homes Level 4 (or equivalent).
- 2.2. To procure that the Southern Development is capable of being connected to the CCHP Facility to be brought forward by the Owner or Developer in the surrounding area such that all the energy requirements of the Southern Development can be met by that connection.
- 2.3. That the completed Southern Development will reduce its carbon emissions by at least 44% of those set out in 2006 Building Regulations and achieve a "Very Good" rating pursuant to the BRE Environmental Assessment Method (or equivalent).

3. CAR CLUB

- 3.1. Prior to Occupation of the Residential Development (and subject to paragraph 3.4 below) dedicate and retain a number of car parking spaces (number to be agreed with the Council as part of the reserved matters approval) within the Residential Development or on the public highway in the vicinity of the Development (if that is approved by the Council as local highway authority) as Car Club spaces and for no other purpose for a minimum of three years from the date of first Occupation of the Residential Development and to ensure that all necessary technological equipment can be installed in the Development to enable Car Club cars to utilise them.
- 3.2. To provide marketing literature on an annual basis for three years from date of first Occupation of the Residential Development which publicises the Car Club cars within the Residential Development and in the case of first Occupiers this marketing literature to include the incentive as detailed in paragraph 3.3 below.

- 3.3. To pay for the cost of membership for one year for all first residential Occupiers living in the Development who elect to join the Car Club.
- 3.4. In the event that the Car Club operator no longer wishes to utilise the Car Club spaces the Developer shall notify the Section 106 Monitoring Officer in writing and shall use reasonable endeavours to secure another Car Club operator and for the avoidance of doubt the Car Club spaces shall not be used otherwise than for Car Club purposes until a period of three years from the date specified in paragraph 3.1 above without the written permission of the Head of Sustainable Transport.

4. PARKING FOR ELECTRIC VEHICLES

- 4.1. Prior to Occupation of the Southern Development to agree with the Council the percentage of the total number of car parking spaces to be provided as actual electric parking spaces in the Southern Development and ensure that the agreed number of electric car parking spaces and associated electric recharge points are provided as part of the Southern Development.

5. COMMUNITY HEALTH

- 5.1. From the commencement of marketing of the Southern Development the Developer shall offer to lease at least 1,000 sq.m. within the Southern Development to the successor body to the Central North London Primary Care Trust (or an alternative public healthcare provider agreed with the Council) to be fitted out to a specification agreed with the proposed lessee to be suitable for use as a healthcare centre.
- 5.2. The lease to be offered for the purpose of paragraph 5.1 shall be for a minimum of 25 years (unless otherwise agreed between the parties) on market terms with the inclusion of a 6 month rent-free period at the beginning of the term.
- 5.3. The Developer shall only be required to keep open the offer for a period of 9 months from the Commencement of Development of the Southern Development (or from the commencement of marketing of the Southern Development if that is earlier)
- 5.4. The Developer shall notify the Council upon the commencement of marketing of the Southern Development

SEVENTH SCHEDULE

Heritage & Listed Building Obligations

Obligations of the Developer and Owner

The Developer and Owner hereby covenant and undertake for themselves and their successors in title as follows:

1. HERITAGE MANAGEMENT PLAN

- 1.1. Within 6 months of the completion of this Deed to submit the Heritage Management Plan to the Council for approval and following approval to implement or procure the implementation of the approved measures in accordance with the requirements of this Schedule.
- 1.2. To ensure that if any of the buildings covered by the Heritage Management Plan are sold by the Owner that any successors in title are bound by the provisions and requirements of the Heritage Management Plan.

2. ON-SITE HERITAGE ASSETS [Nos. 744, 746, 748 and 750 High Road N17]

- 2.1. Within 18 months of the completion of this Deed to carry out and submit (and resubmit as necessary) to the Council for approval a survey identifying the scope of the On-Site Heritage Asset Envelope Works.
- 2.2. Subject to obtaining the Council's approval to the On-Site Heritage Asset Envelope Works and securing the discharge of all relevant conditions attached to the Planning Permission (or securing any additional Listed Building Consent or planning permission as may be required) to carry out and complete the On-Site Heritage Asset Envelope Works within 1 year of receipt of the Council's approval (or the grant of any additional Listed Building Consent or planning permission that may be required).
- 2.3. To complete the On-Site Heritage Asset Works prior to the first Major Event at the Completed Stadium or within 5 years of the date of this Deed (or such longer period as may be agreed by the parties in writing) whichever is earlier.

3. THE HIGH ROAD LISTED BUILDINGS [Nos. 796 and 810 High Road N17]

- 3.1. Within 6 months of completion of this Deed to prepare and submit (and resubmit as necessary) a proposed scope for the 796 Envelope Works to the Council for approval.

- 3.2. Subject to obtaining any necessary planning permission or Listed Building Consent as may be necessary, to complete the 796 Envelope Works within 1 year of the Council's approval under paragraph 3.1 (or within 1 year of obtaining any necessary planning permission or Listed Building Consent that may be required).
- 3.3. Upon commencement of the Development to market 810 High Road to prospective tenants and progress any repairs and internal works in accordance with identified tenants' requirements.
- 3.4. Upon completion of the 796 Envelope Works to market 796 High Road to prospective tenants and progress any repairs and internal works in accordance with identified tenants' requirements.
- 3.5. If within 3 years of Commencement of Development no appropriate tenant has been secured for either of the High Road Listed Buildings to:
 - 3.5.1. carry out and complete all repairs and internal works to the High Road Listed Buildings required to adapt the buildings to the Developer and/or Owner's requirements (subject to any necessary planning permission or Listed Building Consent); and
 - 3.5.2. occupy either of the High Road Listed Buildings not leased at that stage, upon completion of the works undertaken in accordance with paragraph 3.5.1.
- 3.6. To use reasonable endeavours to secure the removal of the High Road Listed Buildings from the English Heritage "at risk" register and to ensure the High Road Listed Buildings are occupied (either by the Developer and/or Owner or a third party) within 5 years of the date of this Deed.
4. **THE HIGH ROAD THFC BUILDINGS [Nos. 797, 799, 806, 807, 818, 820 and 822 High Road N17]**
 - 4.1. Within 9 months of the completion of this Deed to undertake and submit (and resubmit as necessary) to the Council for approval a survey of the High Road THFC Buildings identifying a scope of works for their repair and re-use ("the High Road THFC Building Works") together with a timetable for carrying out the works.
 - 4.2. Upon obtaining the Council's approval to the proposed scope of works in accordance with paragraph 4.1 to apply for such planning permissions and Listed Building Consents as may be necessary to carry out the High Road THFC Building Works.

- 4.3. Subject to obtaining any necessary planning permissions and/or Listed Building Consents to carry out the High Road THFC Building Works and use reasonable endeavours to use or lease the buildings to an appropriate tenant within 5 years of the date of this Deed.

EIGHTH SCHEDULE

Not Used

NINTH SCHEDULE

LB of ENFIELD Obligations

The Developer and Owner hereby covenant and undertake for themselves and their successors in title as follows:

1. LBE

- 1.1 Not to Commence the Stadium Development until an appropriate legal agreement has been entered into with LBE (or for the benefit of LBE) to ensure the delivery of the obligations set out in paragraph 1.2 below.
- 1.2 The legal agreement to be entered into in accordance with para 1.1 above shall include (or such variations as LBE may reasonably require or agree) the following terms :
 - 1.2.1 a financial contribution of £442,000 (less any savings from the efficient design consultations and implementation of the CPZ proposed in this Deed in the London Borough of Haringey) towards the costs of design, consultation and implementation of an event day CPZ within Enfield with reciprocal obligations on LBE to use reasonable endeavours to implement such a CPZ;
 - 1.2.2 an obligation on the Developer and/or Owner to carry out a scheme of footway and signage improvements within Enfield (to be agreed with LBE) or to make a financial contribution to LBE in respect of such improvements up to a maximum cost of £35,000.
- 1.3 To give due consideration to any request by LBE for payment of a proportion of the financial contribution required by paragraph 1.2.1 in advance of the Commencement of the Stadium Development towards the cost of design consultation and implementation of a non-event day CPZ within Enfield provided that the design, consultation and implementation of the non-event day CPZ in Enfield shall be carried out as far as practicable simultaneously with the design consultation and implementation of the event day CPZ in Enfield to avoid unnecessary duplication of work and costs.

TENTH SCHEDULE

Highways Works

Part 1 – General Provisions

1. The parties covenant as follows:
 - 1.1. The Council covenants to use reasonable endeavours to complete a funding agreement with the Greater London Authority in respect of the Highways Works or otherwise to identify and secure alternative funding to enable it to complete the Highways Works for each phase prior to the indicative completion dates for each phase of the Development set out in the Fourth Schedule of this Deed
 - 1.2. The Council covenants to use reasonable endeavours to finalise a funding agreement with the Greater London Authority in respect of the Northern Development Highways Works or otherwise identify and secure alternative funding to enable it to be in a position to commence the Northern Development Highways Works from November 2012 subject to the principle set out in paragraph 1.6 of this Schedule that the Council shall not be obliged to commence any of the Highways Works until all necessary statutory utility diversions for those Works have been undertaken by the Developer.
 - 1.3. Subject to the Council completing a funding agreement with the GLA or otherwise securing alternative funding the Council covenants that it will by itself or its contractor carry out the Highways Works annexed to Parts 2 and 3 of this Schedule and that it will co-ordinate manage and supervise the Highways Works in accordance with the Agreed Timetables pursuant to this Schedule.
 - 1.4. The Council will or will procure that its contractor will use reasonable endeavours to commence each element of the Highways Works by the relevant Agreed Start Date and complete each part of the Highways Works within the relevant Agreed Timetable PROVIDED THAT this obligation will not be deemed to be contravened by any delay to the agreed timetables arising from the need to open any part of the Highways Works or any other land in the vicinity of the Highways Works for purposes connected with the provision of services by statutory authorities or statutory undertakers or arising from circumstances relating to the physical nature of the land being developed or of the Highways Works which were not reasonably foreseen by both parties at the commencement of the works.

- 1.5. The Developer and/or the Owner will permit the Council its contractor and their respective workmen and agents upon giving reasonable notice to have access to the Site as necessary to enable the carrying out of the Highways Works or any part thereof and it is agreed that the Council and its contractor will maintain reasonable access for the Developer and its workmen in connection with operations to construct the Development in accordance with the Planning Permission.
- 1.6. Prior to the commencement of any of the Highways Works the Developer will give the necessary notice/s to statutory undertakers of the Development, and, at no cost to the Council, carry out or procure the carrying out of any works or measures as are required by statutory undertakers in consequence of the Highways Works, to carry out the works to the plant and equipment of statutory undertakers on the site of the Highways Works including payment of the costs of any diversions or new installations necessary for their completion and those works will not be deemed to have been completed until the cost of any such diversions or new installations has been paid by the Developer and appropriate written certification of the completion of the works has been provided to the Council PROVIDED THAT in the event that any requirement made by any statutory undertaker is manifestly unreasonable the Council will at the reasonable request of the Developer join with the Developer in resisting such requirement.
- 1.7. The Developer will cause all highway or other drains or sewers gas and water mains pipes electric cables (if any) or telephone cables (if any) which are to be laid by the Developer under the Highways Works together with all necessary connections from them to the boundary of the Development to be laid in so far as is practicable under the Highways Works before the foundations of the Highways Works are laid and will also in so far as is practicable cause the connections from electric cables to any street lamps to be laid before the paving of any footways comprised in the Highways Works is carried out.
- 1.8. The Developer and Council will liaise with TfL Traffic Directorate Forward Planning Team to procure the agreement and installation and operation to agreed specification and signal timings of all necessary traffic signal equipment needed for each element of the Highways Works.
- 1.9. Following the completion of this Deed the parties shall convene a working group consisting of the Council's highways officers and consultants of the Developer to progress the detailed design and implementation of the Highways Works.
- 1.10. The working group convened in accordance with paragraph 1.9 shall meet regularly (no less frequently than once a month) until completion of all the Highways Works.

- 1.11. The Council covenants to actively consult with the Developer over the detailed design of the Highways Works.

TENTH SCHEDULE

Highways Works

PART 2 – Northern Development

1. The parties covenant as follows:
 - 1.1. The Developer covenants not to Occupy or cause or permit the Occupation of the Northern Development until 9 months after the Agreed Start Date or the completion of all necessary utility service diversions to enable the delivery of the Northern Development Highways Works whichever is later.
 - 1.2. Subject to the Council entering into a funding agreement with the GLA or otherwise securing funding for the Northern Development Highways Works the Council covenants to use reasonable endeavours to complete the Northern Development Highways Works within 9 months of the completion of all necessary utility service diversions by the Developer to enable delivery of the Northern Development Highways Works.
 - 1.3. As soon as practicable following the completion of this Deed the Developer will provide the Council with its construction timetable for the Northern Development and the Council and the Developer will thereafter use all reasonable endeavours to agree:
 - 1.3.1. a mutually acceptable date for the commencement of the Northern Development Highways Works ("the Agreed Start Date") and
 - 1.3.2. a timetable for the progression of the Northern Development Highways Works ("the Agreed Timetable") taking into account the effect of the London 2012 Olympic Games and planned works to upgrade the Tottenham Hale Gyratory system to two-way flow on the ability of the Council to undertake the works.
 - 1.4. In the event that the Letting of the Stadium Contract has not occurred by 1 September 2018 (or such later date as may be agreed between the parties) the Developer shall repay to the Council the cost incurred by the Council in respect of the Northern Development Highways Works to a maximum cost of £1,060,000.

TENTH SCHEDULE

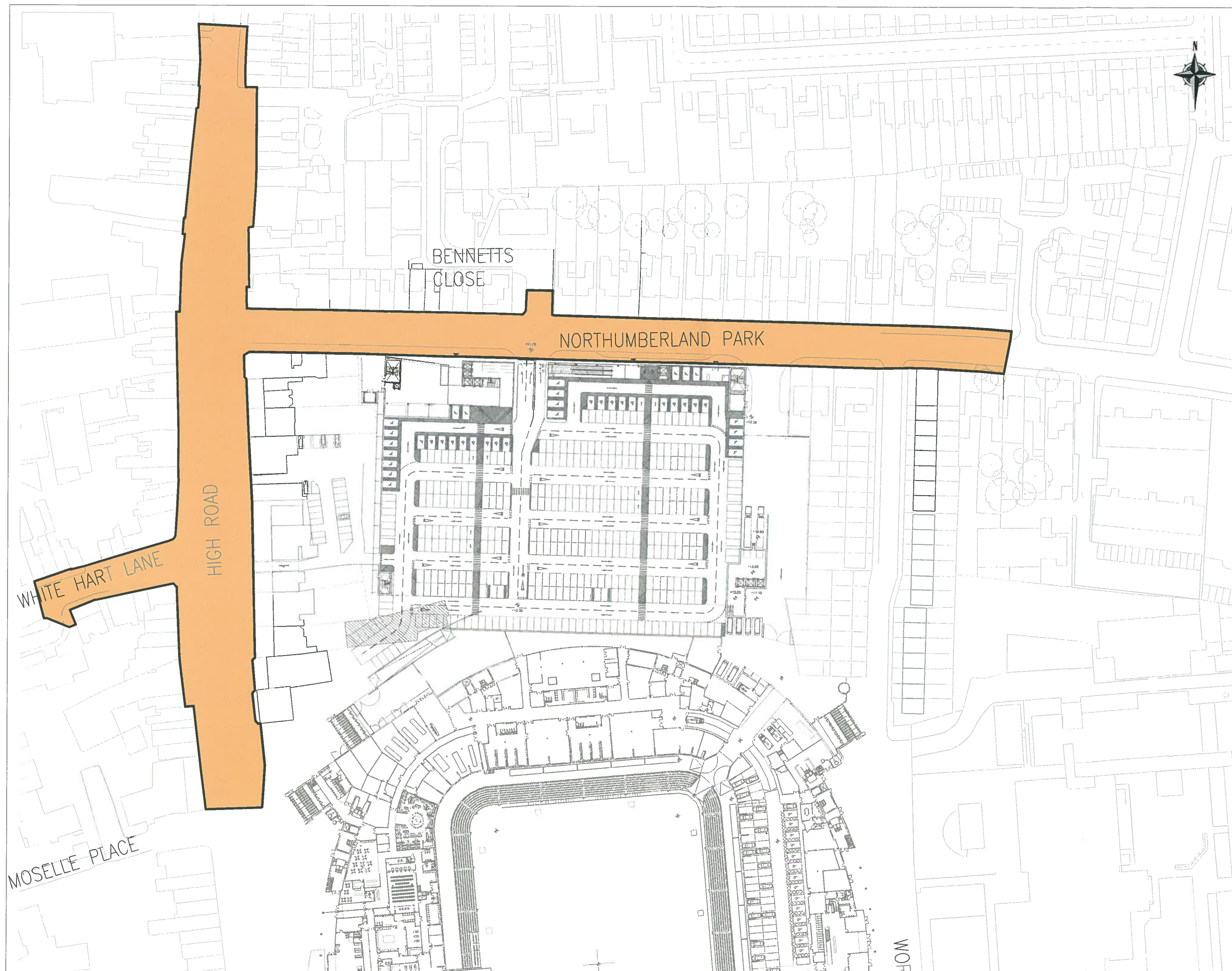
Highways Works

PART 2 ANNEXURE – Lists of Drawings

Northern Development Highways Works

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NOTES:



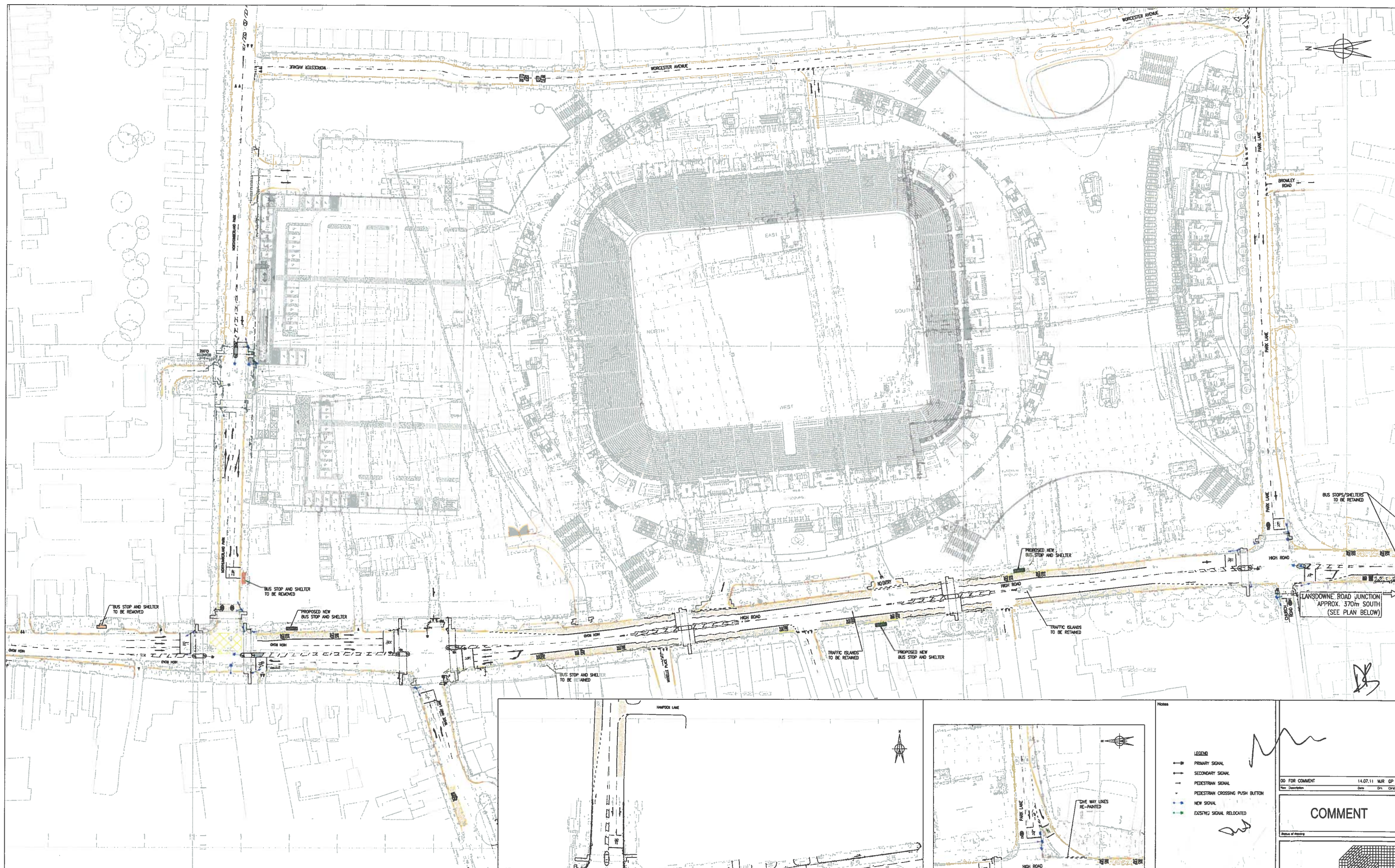
Rev	Description	Checked	Date
Project			
Northumberland Development Project			
Title			
Northern Development Highway Works			
Scale			
Designed: PM		Drawn: PM	
Scale: 1:1000@A1		Date Drawing Created: 21-Mar-2012	
App. Mtr:		Mtr:	

**PLACE & SUSTAINABILITY
SINGLE FRONTLINE**

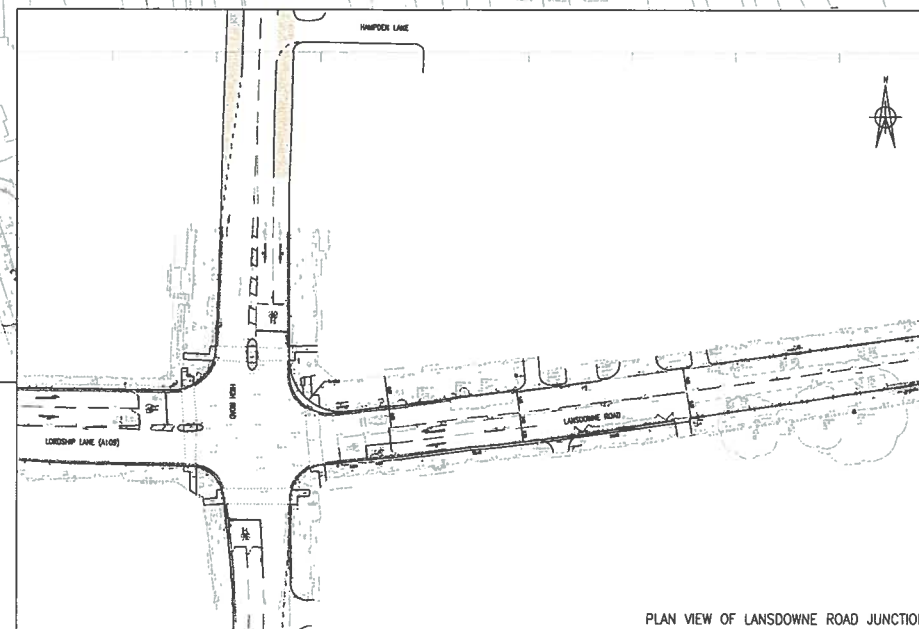
2nd Floor, River Park House, 225 High Street, Wood Green, London N22 5AG
Tel: 020 8440 0249 Fax: 020 8440 0251
Client: Place and Sustainability - Loo Group

www.boragroup.co.uk

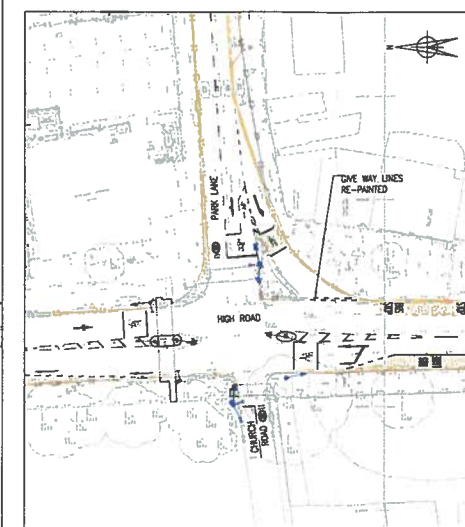




PLAN VIEW OF NORTHUMBERLAND PARK DEVELOPMENT



PLAN VIEW OF LANSDOWNE ROAD JUNCTION



PLAN VIEW OF ALTERNATIVE PARK LANE JUNCTION USING EXISTING SLIP ROAD

<p>LEGEND</p> <ul style="list-style-type: none"> PRIMARY SIGNAL SECONDARY SIGNAL PEDESTRIAN SIGNAL PEDESTRIAN CROSSING PUSH BUTTON NEW SIGNAL EXISTING SIGNAL RELOCATED 		<p>DO FOR COMMENT</p> <p>14.07.11 MUR GP</p> <p>Date Dm Cnt</p>
<p>COMMENT</p>		
<p>Camden Hill Lower Bristol Road Barn S42 3DQ UK</p> <p>Tel: +44 (0)1223 330000 Fax: +44 (0)1223 330000 Email: info@burohappold.com Web: www.burohappold.com</p>		
<p>Buro Happold Consulting Engineers</p>		
<p>Architect: KSS ARCHITECTS Project: NDP - PROPOSED STADIUM Proposed Highways Layout - Northumberland Park Development</p>		
<p>Author: BHC Drawn by: MJP Checked by: GP Date: 14.07.2011</p>	<p>Job No: 023962 Drawing No: BHC-1063 Rev: 00</p>	

Project Title: NORTHUMBERLAND DEVELOPMENT

Proposed Works: PHASE 1 - COST BASED ON DRAWINGS BHC- SERIES RECEIVED ON 22/07/17

CONFIRM Job Number: Not applicable

SOR Item	Description	Amount
SECTION 100: PRELIMINARIES		
0122101 A	Information board (Include for supply and fixing a pair) as Appendix 1/21	1,338.12
0122102 A	Re-use information board (include for fixing a pair) as Appendix 1/21	286.74
0123104 A	Provision of temporary signals for duration of works or section of works for alternate shuttle working two-way.	286.74
0123105 A	As item 0123104 but shuttle working three way	630.81
0123108 A	Maintenance of temporary traffic signals - two way	716.85
0123109 A	Maintenance of temporary traffic signals - three way	2,294.00
0123111 A	Removal of temporary traffic signals. - two way	47.78
0123112 A	Removal of temporary traffic signals. - three way	100.35
0123114 A	Provide barrel and concrete to accommodate existing traffic signal post, move as required and later remove.	908.00
SECTION 200: SITE CLEARANCE		
0206101	Take up or down and set aside for re-use precast 50/63mm concrete slab paving	425.92
0206102 C	Take up or down and dispose precast 50/63mm concrete slab paving (disposed)	2,988.78
0206108 C	Take up or down and remove to store off site granite sett paving (dispose)	526.06
0206110 C	Take up or down and remove to store off site block paving (dispose)	288.29
0208102 C	Take up or down and remove to store off site precast concrete kerbing (dispose)	458.64
0208104 C	Take up or down and set aside for re-use granite kerbing	2,021.76
0208106 C	Take up or down and remove to tip off site granite kerbing (dispose)	444.08
0210113 C	Take up or down and set aside for re-use pedestrian barrier rail	529.74
0213104 B	Take up or down and remove to store off site traffic bollard cast iron (dispose)	205.92
0213111 A	Take up or down and set aside for re-use traffic sign including posts up to 0.5m².	40.72
0213112 B	Take up or down and remove to store off site traffic sign including posts up to 0.5m² (dispose)	377.28
SECTION 300: FENCING		
0317114 B	Doric cast iron bollard in black gloss finish with top painted in white gloss finish	3,034.60
SECTION 400: GUARDRAILS, ETC.		
0445101 C	Stretford 75 v2 full height visirail panel 1160mm high	11,539.16
0445102 B	Trafford intermediate post only 1160mm high	3,158.48
0445103 C	Trafford end post only 1160mm high	6,312.30
SECTION 500: DRAINAGE & SERVICE DUCTS		
0502103 C	150mm dia. Vitrified clay pipes standard strength in sewer or drain on bed type A in trench depth to invert not exceeding 2m average depth to invert 1m	7,948.80
0518103 B	Connection of 150mm dia. Pipe to existing 225mm dia. Drain, sewer or piped culvert, depth to invert not exceeding 2m average depth to invert 1m	1,915.90
0525101 B	Trapped street gully specified design group type 1 precast (depth 1.5m) with Grade A Class 1 (Class D400) grating & frame	8,312.43
SECTION 600: EARTHWORKS		
0604101 C	Excavation of unacceptable material class U1 in cutting and other excavation	26,568.63
0606101 C	Extra over excavation for excavation in hard material in cutting and other excavation	10,104.10

Project Title: NORTHUMBERLAND DEVELOPMENT

Proposed Works: PHASE 1 - COST BASED ON DRAWINGS BHC- SERIES RECEIVED ON 22/07/1

CONFIRM Job Number: Not applicable

SOR Item	Description	Amount
0609103 C	Disposal of unacceptable material class U1	44,846.34
SECTION 700: PAVEMENTS		
0701101 C	Granular type 1 sub-base in carriageway placed and compacted in layers not exceeding 110mm	19,707.88
0702109 C	AC dense base 40/60 - 200mm thick in carriageway	87,386.00
0705103 C	AC 20 bin 100/150 - 60mm thick in carriageway	69,734.90
0706103 C	AC 14 close surf 100/150 - 40mm thick in carriageway	68,328.30
0708701 C	As item 0708301 but red aggregate	1,821.92
0709201 D	As item 0708301 but green or buff aggregate	33,241.35
0710101 D	Bituminous spray tack coat to cl. 920	1,027.90
0712102 A	AC 20 reg	683.04
0712404 A	Wet lean concrete ST4 regulating course	710.58
0714105 D	As item 0714101 but not exceeding 50mm depth	5,488.00
0714109 D	As item 0714101 but not exceeding 75mm depth	6,328.00
SECTION 1100: KERBS, FOOTWAYS AND PAVED AREAS		
1102107 C	Granite kerbing to 1100-1 laid straight or curved exceeding 12m radius	9,991.80
1102108 C	Granite kerbing to 1100-1 laid to curves not exceeding 12m radius	4,786.86
1104101 C	Remove from store and relay precast concrete kerbing laid straight or curved exceeding 12m radius	7,113.60
1108113 C	400mm x 400mm x 65mm tactile precast concrete slabs in footway	6,190.56
1108115 C	65mm thick Charmwood paving slabs in footway	84,147.50
1111107 C	Remove from store and relay 400mm x 400mm x 65mm concrete block paving in footway on granular type 1 sub-base 100mm thick	4,324.54
11-A	Supply and lay 80mm, brindle / redish colour, on 30mm sharp sand with fine sand	1,068.20
SECTION 1200: TRAFFIC SIGNS AND STREET FURNITURE		
1241109 D	As item 1241105 but 100mm wide	923.22
1241117 C	As item 1241105 but 200mm wide	107.91
1241121 C	As item 1241105 but 250mm wide	121.92
1241137 B	Intermittent lines in white thermoplastic screed with applied ballotini 100mm wide with 600mm line and 300mm gap	11.04
1241153 D	As item 1241137 (100mm wide) but with 4000mm line and 2000mm gap	379.50
1241161 D	As item 1241137 but with 100mm wide line and 150-615mm gap (markingAs road studs)	1,117.80
1241169 B	As item 1241165 but with 1000mm line and 1000mm gap	17.82
1241189 B	Intermittent line in white thermoplastic screed with applied ballotini 200mm wide with 600mm line and 300mm gap	34.50
1241205 C	Ancillary line in white thermoplastic screed with applied ballotini 100mm wide in hatched areas or in zigzag	46.40
1241209 B	Ancillary line in white thermoplastic screed with applied ballotini 150mm wide in hatched areas	38.07
1241225 B	Triangle in white thermoplastic screed 750mm width height not exceeding 1850mm to TRSGD diag. Nos. 1060, 1061.1, 1061 or 1061.1	172.50
1241246 B	Arrow in white thermoplastic screed with applied ballotini 4000mm long double headed to TRSGD No. 1038	269.10
1241309 A	Cycle symbol in white thermoplastic screed with applied ballotini 2750mm x 1700mm to TRSGD dia. No. 1057	172.50
1251137 C	As item 1251133 but 100mm wide with 1000mm line and 1000mm gap	56.84

Project Title: NORTHUMBERLAND DEVELOPMENT

Proposed Works: PHASE 1 - COST BASED ON DRAWINGS BHC- SERIES RECEIVED ON 22/07/11

CONFIRM Job Number: Not applicable

SOR Item	Description	Amount
1251149 D	Area of hatched box marking in yellow thermoplastic screed with applied ballotini to TRSGD dia. Nos. 1043 or 1044; ancillary lines 150mm wide, boundary lines 200mm wide	381.80
		554,589.18

Extra Over - Traffic Management

0123101 A	Traffic Safety and Management on Trunk, Priority (Red) Route, Designated Route or Class A Road.	£27,729.46
0126101	Extra over for works carried out outside normal working hours (0730 hours -- 1800 hours) on weekdays and Saturdays	£55,996.01

638,314.65

nd

A	Street lighting as provided by Street Lighting Group	10,200.00
B	Safety Audit Stages 2 & 3, TMO'S, Notices, etc.	8,000.00
	ADD THE FOLLOWING PROVISIONAL SUMS FOR THE TRAFFIC SIGNALS	
C	Traffic signals modification - Hgh Road / White Hart Lane	
	Draw pits	
	Ducting in c/way	
	Reinstatement of pavement	
	Modification to existing Equipment, design checking and safety audits by DTO - ***	34,755.00
D	Traffic signals modification - Hgh Road / Northumberland Park	
	Draw pits	
	Ducting in c/way	
	Reinstatement of pavement	
	Ducting in footways	
	Modification to existing Equipment, design checking and safety audits by DTO - ***	43,080.00
E	New Traffic signals - Northumberland Park / Bennetts Close	
	Draw pits	
	Ducting in c/way	
	Reinstatement of pavement	
	Ducting in footways	
	Design checking and safety audits by DTO	
	New Traffic Controller by DTO, including staff costs, provision of stats, commuted maintenance, etc.	110,575.00
F	Sub-total	844,924.65
G	Add 10% contingencies	84,492.47
H	Sub-total	929,417.12
I	Add 15% fees	139,412.57
J	Sub-total	1,068,829.68
K	OVERALL TOTAL, SAY	1,068,829.68

*** SHOULD THE EXISTING CONTROLLERS BE REPLACED, ALLOW £65,000.00 FOR EACH NEW ONE INSTEAD OF £25,000.00 (it is subject to DTO's requirements)

Project Title: NORTHUMBERLAND DEVELOPMENT

Proposed Works: PHASE 1 - COST BASED ON DRAWINGS BHC- SERIES RECEIVED ON 22/07/1'

CONFIRM Job Number: Not applicable

SOR Item	Description	Amount
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BRIEF NOTES ON THE ABOVE COST AND PROVIDED DESIGN.

POSSIBLE SAVINGS.

1. The cost includes for new re-surfacing, i.e surface (wearing course) & binder course (basecourse). There was no information for the condition of existing carriageway, therefore an allowance was made for new binder course (basecourse). It is suggested that a number of cores (say at intervals of 80 to 100m) be carried out along the High Road for evaluating the structural condition of the road pavement. Similarly, this should be done for the Northumberland Park. The information from the cores can also be used for the widening part of the road.

2. There is a possibility that the existing granite kerbs at the widening area can be re-used because they were installed about 2 / 3 years ago, similarly some of the existing 400x400x65mm Charnwood footway paving slabs could be reused.

EXCLUDED ITEMS FROM ABOVE COSTS

1. Bus shelter removal
2. Tree removal
3. Telephone box removal
4. Bus Transponder to be relocated
5. Miscellaneous street furniture items not on term maintenance contract schedule of rates e.g. cycle stands, litter bins.

PROVIDED DESIGN

1. The provided drawings do not show design levels. It is important that the developer's consultant provide design levels at an early stage to prove that by widening the carriageway there will be no problems with regard to the thresholds of the existing properties. This information will be important for evaluating existing and proposed statutory services.

It is paramount that new longitudinal gradients and crossfalls, for carriageway and footways, meet the highways standards.

2. The proposed number of gullies are not sufficient. An allowance was made in the above costing.

TENTH SCHEDULE

Highways Works

PART 3 – Stadium Development and Southern Development

1. As soon as practicable following the Letting of the Stadium Contract the Developer will provide the Council with its construction timetable for the Stadium Development and the Council and the Developer will thereafter use all reasonable endeavours to agree:
 - 1.1. a mutually acceptable date for the commencement of the Bus Priority and Diversion Measures, Chesnut Road Improvement Works, Stadium Development Highways Works, Northumberland Park Station Works and Worcester Avenue Improvements ("the Agreed Start Date") and
 - 1.2. a preliminary timetable for the progression of each of the Bus Priority and Diversion Measures, the Chesnut Road Improvement Works, Stadium Development Highways Works, Northumberland Park Station Works and Worcester Avenue Improvements, ("the Agreed Timetable").