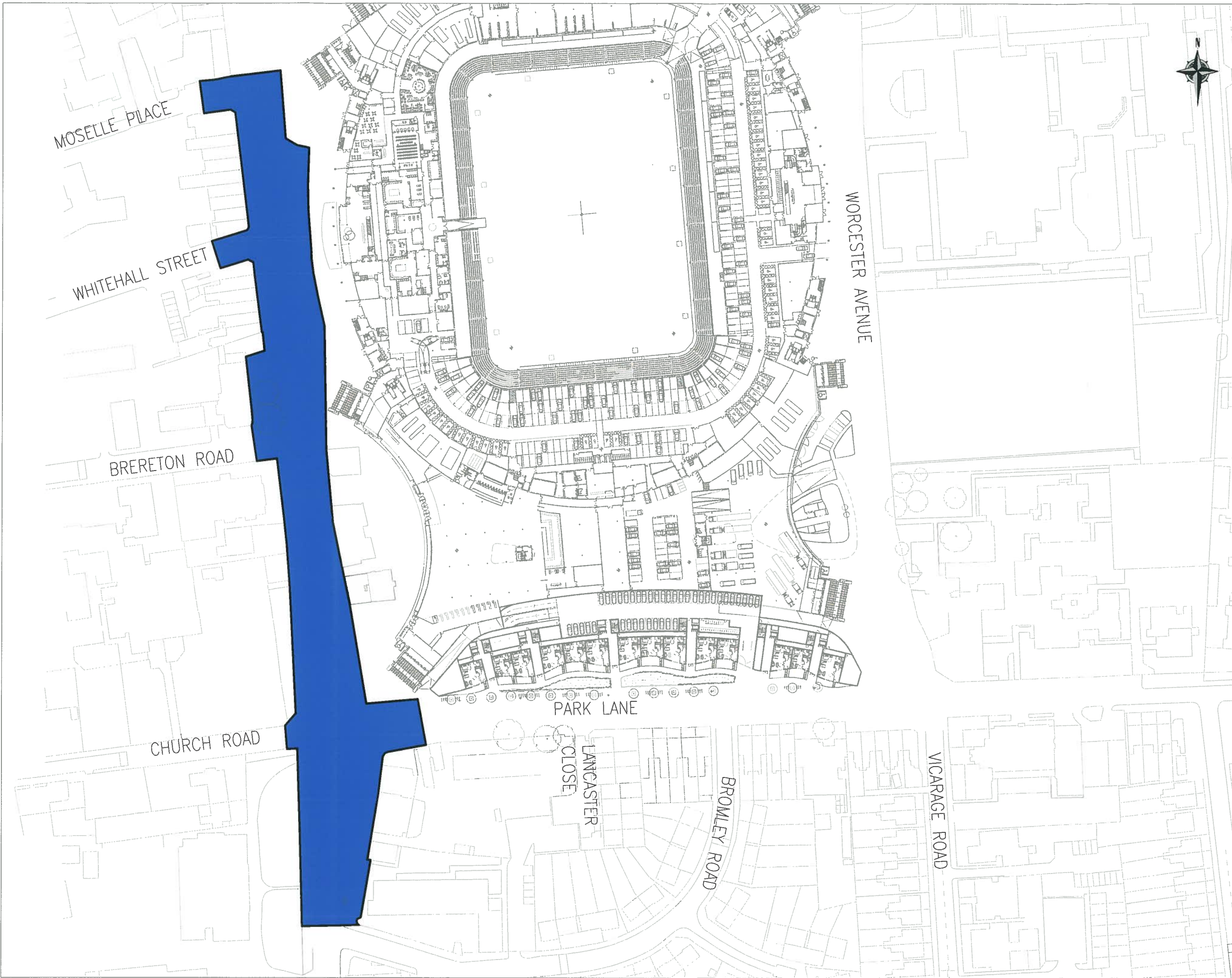


TENTH SCHEDULE

Highways Works

PART 3 ANNEXURE – Lists of Drawings

1. **Stadium Development Highways Works**
2. **Northumberland Park Station Works**
3. **Bus Priority and Diversion Measures**
4. **Worcester Avenue Improvements**
5. **Chesnut Road Improvement Works**



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NOTES:

[Handwritten signature]

Rev	Description	Checked	Date
Project	Northumberland Development Project		
Title	STADIUM DEVELOPMENT HIGHWAYS WORKS		
Author			
Design	PM	PM	Checked
Scale	1:1000@A1		Date Drawing Created
Drawn			21 Mar 2012
Project Name and Sustainability: Lym Grove			
www.hartleyguy.com			






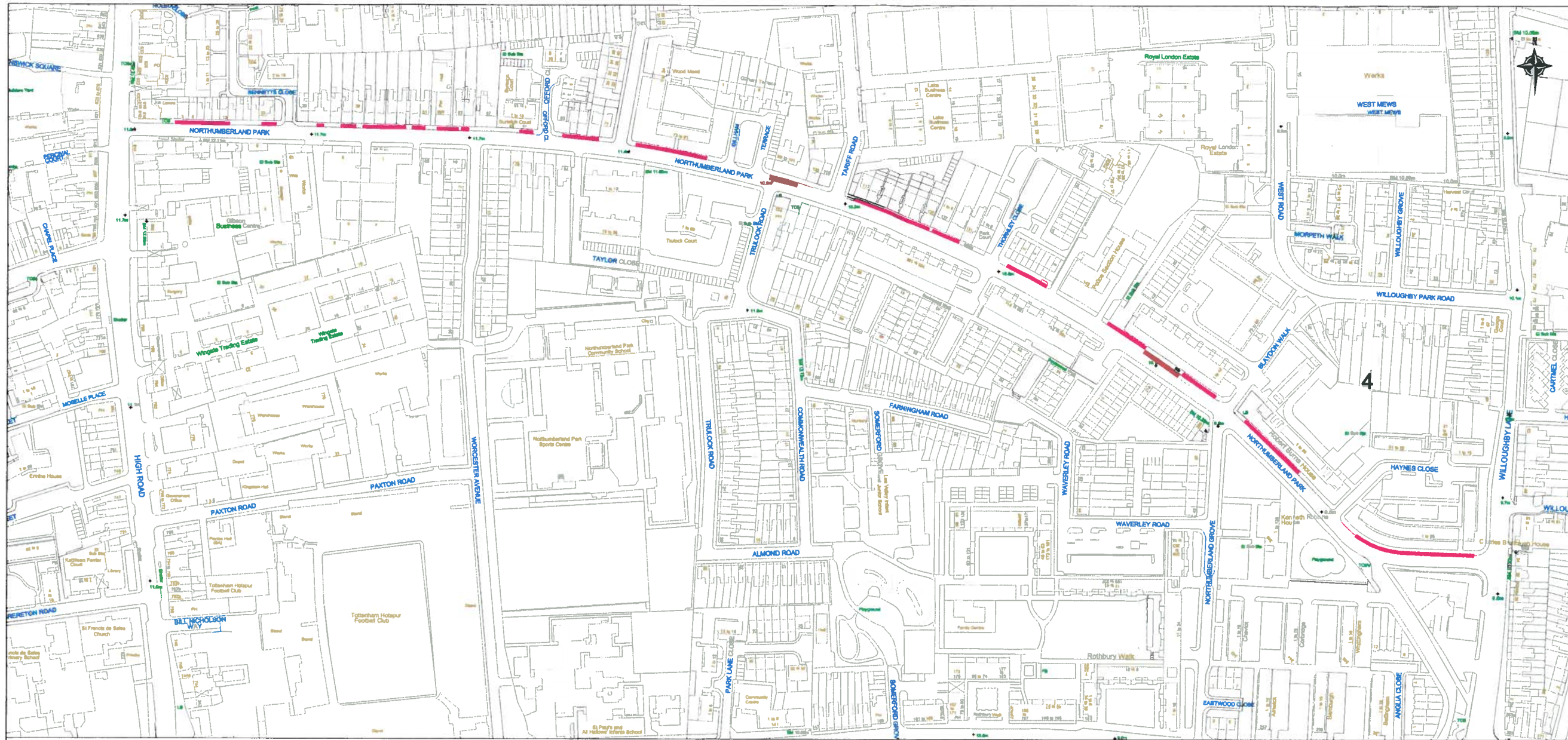
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NOTES:

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Rev	Description	Checked	Date
Project: Pedestrian Routes S278 Works Coach Routes			
Title: Northumberland Park Station Works			
Author: <i>[Handwritten signature]</i>			
Design	Drawn	Checked	
PM	PM		
Scale:	Date Drawing Checked		
NTS	Mar 2012		
Drawn By: _____			
Place & Sustainability SINGLE FRONTLINE			
<i>[Handwritten signature]</i>			
www.borogov.uk			





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NOTES:

- 1.2m FOOTWAY PARKING
- BUS STOP RECONSTRUCTION



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Rev	Description	Checked	Date
1	Northumberland Development Project		
Bus Priority and Diversion Measures			
Sheet 1 of 2			
Design	PM	PM	Checked
Scale	NTS	NTS	Mar 2012
Drawn	NTS	NTS	Mar 2012
PLACE & SUSTAINABILITY			
SINGLE FRONTLINE			
2nd Floor, River Park House, 225 High Street, West Essex, London S20 8PQ			
0800 123 4567 Fax 0800 123 4567			
Greater Essex and South Essex Local Council			
www.essex.gov.uk			

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NOTES:
Key:

Northumberland Development Project

Bus Priority and Diversion Measures
Sheet 2 of 2

PM	PM	-
NTS	Public Consulting	Mar 2012

PLACE & SUSTAINABILITY
SINGLE FRONTLINE

2nd Floor, River Park House, 222 High Street, Newcastle upon Tyne NE1 4DQ
Tel: 0191 275 5555 Fax: 0191 275 5555
Website: www.placeandustainability.co.uk

and

M. D. C.

NOTES:



WORCESTER AVENUE

WHITE HART LANE

HIGH ROAD

MOSELLE-PLACE

WHITEHALL STREET

BRERETON ROAD

PARK LANE

CHURCH ROAD

Row	Description	Checked	Date
-----	-------------	---------	------

Project	Northumberland Development Project
---------	------------------------------------

Worcester Avenue
Improvement Works

Pilot:		
Destination:	Driver:	Checklist:

Scale:	Date Drawing Created:
1:1000@A1	21 Mar 2012

Drp. No. _____ P. No. _____

PLACE & SUSTAINABILITY	
SINGLE FRONTLINE	

2nd Floor, River Park House, 228 High Road, Wood Green, London N22 8PQ
Tel: 020-3090 0000 Fax: 020-3090 1201

Cheney Press and Publishing, Ltd. Order



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NOTES:



Rev	Description	Checked	Date
Project: Pedestrian Routes S278 Works Station Routes			
Task: Chesnut Road Improvement Works			
File:			
Design: PM	Drawn: PM	Checked:	
Scale: NTS	Date Drawing Checked: March 2012	Drawn:	
Dwg. No: 2.2.B-SR-02-Chesnut-01			
PLACE & SUSTAINABILITY SINGLE FRONTLINE			
124 1/2 sq. ft. Plot Area, 124 1/2 sq. ft. Plot Area, 124 1/2 sq. ft. Plot Area, 124 1/2 sq. ft. Plot Area			
Standard Plans and Specifications: 1:100 Scale			
www.borings.com			

ELEVENTH SCHEDULE

Considerate Constructors Scheme

Consideration:

All work is to be carried out with positive consideration to the needs of traders and businesses, site personnel and visitors, pedestrians, shoppers and general public. Special attention is to be given to the needs of those with sight, hearing and mobility difficulties.

Environment:

Noise from construction operations and all other sources is to be kept to a minimum at all times. Consideration should be given to the selection and use of resources, using local wherever possible. Attention should be paid to waste management and the avoidance of pollution - recycling of surplus materials is encouraged.

Cleanliness:

The working site is to be kept clean and in good order at all times. Temporary safety barriers, lights and warning signs are to be maintained in a clean and safe condition. Surplus materials and rubbish shall not be allowed to accumulate on the site or spill over on to the surrounding environment. Dust from construction operations shall be kept to a minimum.

Neighbourliness:

General information regarding the scheme shall be provided for all neighbours affected by the work. Full and regular communications with neighbours, including adjacent traders and businesses, regarding programming and site activities shall be maintained from pre-start to completion.

Respect:

Respectable and safe standards of dress shall be maintained at all times. Lewd or derogatory behaviour and language should not be tolerated, under threat of severe disciplinary action. Pride in the management and appearance of the site and the surrounding environment is to be shown at all times. Operatives shall be instructed in dealing with the general public.

Safety:

Construction operations and site vehicle movements are to be carried out with care and consideration for the safety of the general public, traders, shoppers as well as site personnel. No building activity shall be a security risk to others.

Responsibility:

All site personnel, specialist sub-contractors, drivers and any other persons working on the site shall understand and implement the obligations of this Code, and will monitor their compliance with it.

Accountability:

Posters are to be displayed around the site, giving names and telephone numbers of staff who can be contacted in response to issues raised by the general public, traders, shoppers and others affected by the site operations.

Complaints:

Complaints received from any source will be recorded giving name, telephone number, the nature of the complaint together with the site concerned.

Nature of complaint headings:

- Noise
- Abusive language
- Road conditions
- Dirt/Dust
- Other Safety
- Parking
- Inconsiderate

The site manager will be informed of the nature of the complaint and will be advised of the name and details of the complainant together with any suggested manner to deal with the complaint. The complainant will be contacted by the site manager after approximately two days and asked if the complaint has been properly dealt with.

TWELFTH SCHEDULE

Controlled Parking Zones

1. The Council covenants:

- 1.1. to use reasonable endeavours to complete a funding agreement with the Greater London Authority or otherwise secure alternative funding in respect of the CPZ Phase 1 and CPZ Phase 2 to enable it to implement the CPZ Phase 1 and CPZ Phase 2 prior to the indicative completion dates for the Northern Development and Stadium Development respectively set out in the Fourth Schedule of this Deed.
- 1.2. as soon as practicable after the completion of this Deed to progress the detailed design of the CPZ Phase 1 and CPZ Phase 2 and to convene a working group consisting of highways, transport and parking officers from the Council, and the Developer's consultants, to monitor and agree a timetable for the CPZ Phase 1 and CPZ Phase 2 (the "CPZs" for the purposes of this Schedule).
- 1.3. that it will actively consult and meet regularly with the working group regarding the progress of the CPZs until full implementation of the CPZs has been achieved.
- 1.4. subject to the completion of a funding agreement with the GLA or alternative funding having been secured for the implementation of the CPZs to use all reasonable endeavours to implement the CPZs in accordance with the timetable agreed under paragraph 1.2 or such amended timetable as may be agreed by the working group from time to time.
- 1.5. nothing in this paragraph will fetter, predetermine or prejudice the proper consideration and determination of the CPZs or override or fetter the statutory powers duties or responsibilities of the Council.
- 1.6. to use reasonable endeavours to operate the EDCPZ Code of Enforcement and the Developer covenants to undertake its obligations set out in the EDCPZ Code of Enforcement.

2. CPZ COSTS

- 2.1. 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 of the design and implementation of the CPZ Phase 1 to a maximum cost of £330,000.

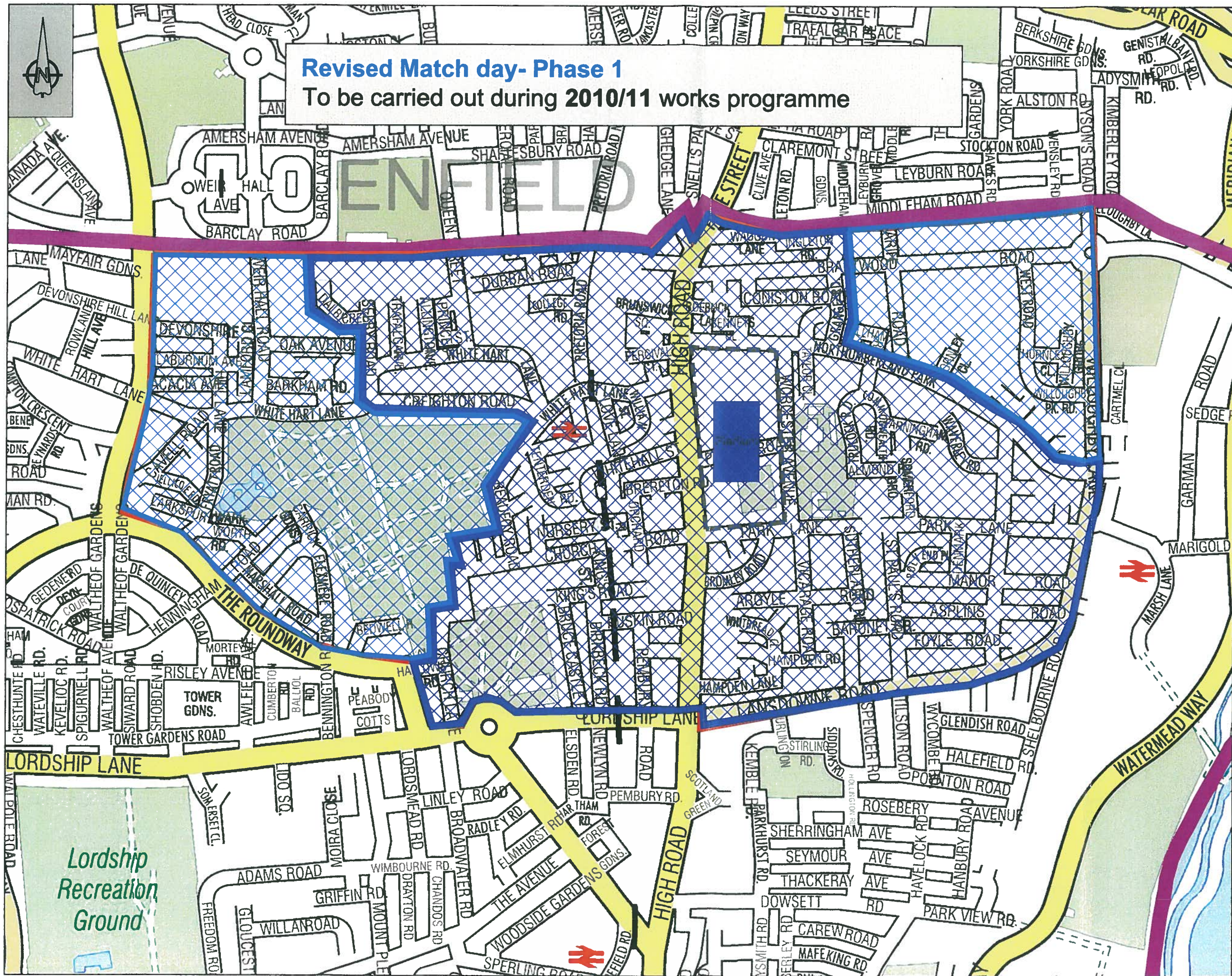
- 2.2. The Council covenants to work jointly with the Developer and LBE to explore the opportunity to deliver cost savings from a co-ordinated implementation of the Phase 2 CPZ with the CPZ in London Borough of Enfield.

TWELFTH SCHEDULE

CPZ

ANNEXURE – Lists of Drawings

1. CPZ Phase 1
 - 1.1. SMD_PA_001
 - 1.2. SMD_PA_003
2. CPZ Phase 2
 - 2.1. SMD_PA_002



Revised Match day- Phase 1
 To be carried out during **2010/11** works programme

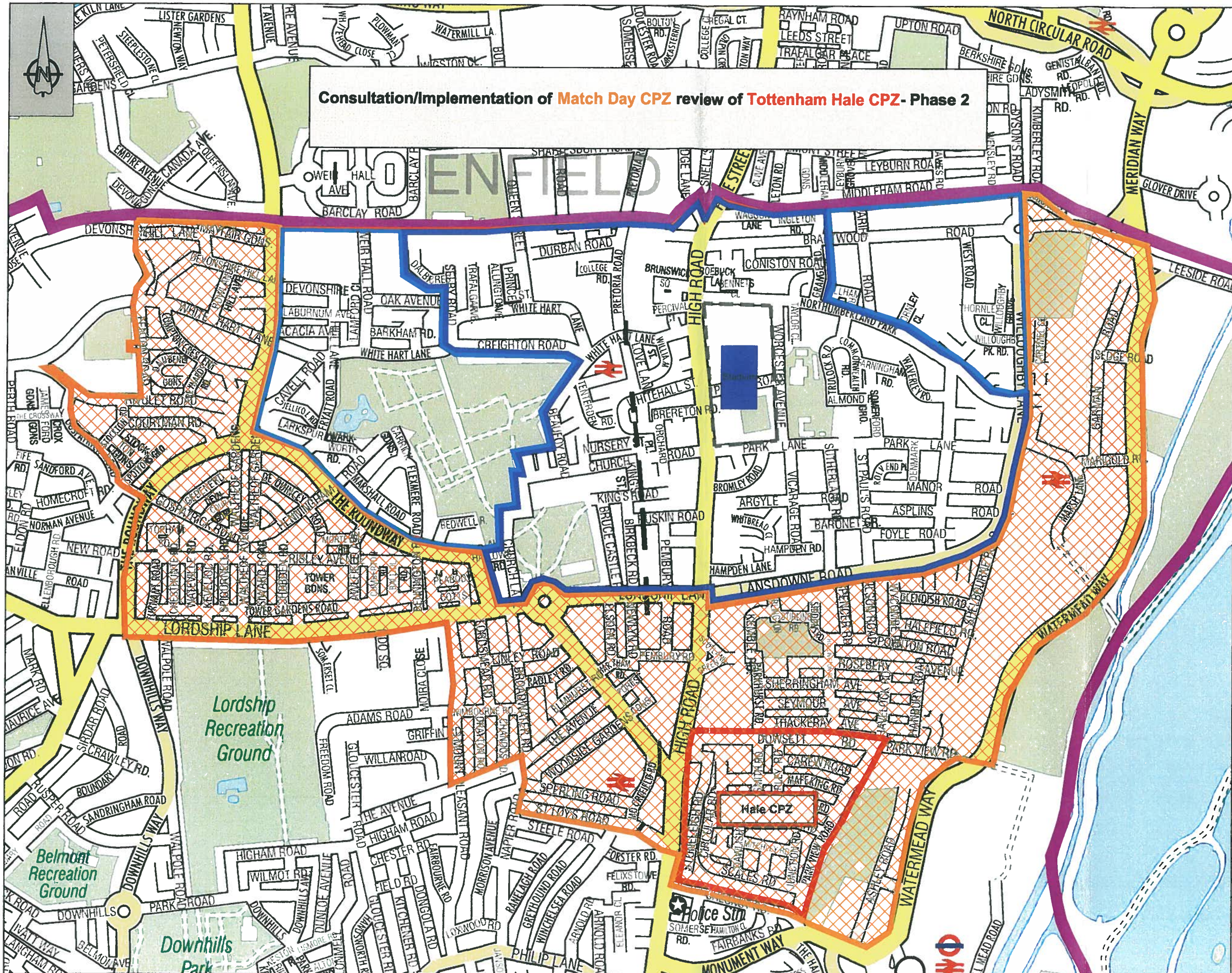
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NOTES:

- Borough boundary
- Proposed site of stadium
- Proposed Event day only CPZ
- Proposed LBH 'All Week' CPZ

Handwritten notes:
 DB
 M. O. O'm...

Description	Checked	Date
Tottenham Hotspur Match Day CPZ		
Revised Match day- Phase 1		
N/A		
WV	WV	
Not to scale	Not to scale	
SMD_PA_003		
FRONTLINE SERVICES TRANSPORT POLICY & PROJECTS <small>2nd Floor South, River Park House, 222 High Road, Wood Green, London N22 6YD Tel: 020 8440 0000 Fax: 020 8440 1281 Mobile: 07800 000000 Email: frontlineservices@frontlineservices.co.uk</small>		



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NOTES:

- Borough boundary
- Proposed site of stadium
- Proposed LBH 'All Week' CPZ

M.O. Conna

Rev	Description	Checked	Date
1	Tottenham Hotspur Match Day CPZ		
2	Consultation/Implementation of Match Day CPZ review of Tottenham Hale CPZ - Phase 2		
3	N/A		
4	WV	WV	
5	Not to scale	Not to scale	
6	SMD_PA_002		
FRONTLINE SERVICES TRANSPORT POLICY & PROJECTS			
3rd Floor South, River Park House, 225 High Road, Waltham Cross, London HA21 9JG Tel: 020 8440 0200 Fax: 020 8440 0201 Email: frontlineservices@tottenham.gov.uk			

TWELFTH SCHEDULE

ANNEXURE - EDCPZ Code of Enforcement

EDCPZ Code of Enforcement

Purpose: To ensure the effective management of the Event Day CPZ Scheme to be implemented by LBH and LBE as part of the obligations in Clause xx.

Measures: THFC shall liaise with all relevant bodies; including LBH and LBE (Planning & Transportation functions), Transport for London and the Metropolitan Police to ensure that the purposes of the Event Day Parking Scheme are achieved and the parties implement such reasonable measures as may be required to achieve those purposes following consultation between the two local authorities. The basic principles of the Event Day CPZ Scheme and Code of Enforcement may include the following requirements:

- (a) The enforcement of the parking and waiting restrictions for the Event Day CPZ Scheme shall be carried out at the agreed frequency during the Major Event day. The first enforcement beat would be prior to commencement of the Major Event and a second beat would be during the staging of the Major Event.
- (b) The Event Day CPZ Scheme signs (parking and waiting, loading restrictions) and road markings shall be maintained to a standard that is easily enforceable by Parking Attendants for the EDCPZ in each borough.
- (c) All signs for Event Day parking suspensions are to be flipped over on the evening (after 6:30) before the Major Event Day, in order to become operational on the event day. After the Major Event the bays are to revert back to resident bays. This should be carried out within 2 hours of the end of the event. Resident and Shared Use Parking Bays to be flipped over and suspended from parking at the same time as any marked Disabled Bays for the Major Events.
- (d) The sign plates will be secured by a padlock (no bigger than 75mm) at all times and the padlocks maintained in good working order.
- (e) Any defective signs are to be reported by the Club to the Council, immediately in writing by fax/email and by post to, Enforcement Manager or alternative as appropriate. Any defects in Event Day CPZ Scheme signs lines and displayed information shall be rectified before the next Major Event Day or as soon as reasonably practicable.

Indicative Respective Responsibilities.

2.1 Responsibilities for the Event Day CPZ are as follows:

LBH, LBE or their contractors

- i. Traffic Regulation Orders covering the Event Day CPZ.
- ii. Receiving and processing applications for Event Day CPZ parking permits.
- iii. Maintaining a database of valid Event Day CPZ permits.
- iv. Collection of fines and dealing with appeals.
- v. Issuing of penalty notices for vehicles parked in contravention of the Event Day CPZ.
- vi. LBH and LBE, under the direction of the MPS, to remove any vehicles causing dangerous obstructions in the area, as identified by the Match Day Commander.
- vii. Informing TRACE (or successor system), London-wide tow-away and removals, to let vehicle Owners know their vehicle has been relocated and to where.

LBH's or LBE's approved contractors working under contract to THFC

- i. Placement and removal of cones to reinforce parking restrictions.

THFC or their contractors

- i. Revealing and concealing event day information on special Event Day CPZ signs.
- ii. THFC or their contractors to inform LBH or LBE when they have revealed all the special Event Day CPZ signs before an event and concealed them again after an event at the appropriate times.

Indicative Operational Issues.

2.2 The extent of the Event Day CPZ is shown on drawings SMD_PA_002 and 003

2.3 The expected hours of operation of the Event Day CPZ operation are as follows:

- i. 6:30pm to 8:30pm for a weekday event for all zones within Event Day CPZ
- ii. 12 noon to 6:00pm for a Saturday event for all zones within Event Day CPZ

- iii. 12 noon to 6:00pm for events on Sundays and public holidays for all zones within Event Day CPZ.
- 2.4 Residents holding a valid parking permit for an existing Controlled Parking Zone (CPZ) wholly within the area covered by the Event Day CPZ can park on residents' bays that haven't been suspended during the controlled hours on event days.
- 2.5 Residents that have an address within the area covered by the Event Day CPZ, but are not within an existing CPZ or subject to the above hours of control, will be able to apply to LBH and LBE for a free Event Day CPZ residents parking permit that will entitle them to park on-street during controlled hours on event days.
- 2.6 Special signs are provided at the entrances to the Event Day CPZ zone that can be changed to indicate the date of the next event and the Event Day CPZ hours of operation.
- 2.7 LBH will ensure that their contractors provide sufficient parking wardens and vehicle removal units to enable adequate enforcement of the Event Day CPZ.

Indicative Implementation Issues

Before an event

- 2.8 THFC or their contractors will attach plates to parking bay suspension signs indicating the date of the next event at least 3 days prior to an event where possible.
- 2.9 At least 3 days prior to an event, THFC or their contractors will reveal the special signs at entrances to the Event Day CPZ zone indicating the date of the next event and the relevant Event Day CPZ hours of operation.
- 2.10 One day before an event, THFC or their contractors will reveal special signs indicating which parking bays are suspended.
- 2.11 Approximately five hours in advance of the start of an event, LBH's approved contractor working under contract to THFC will place cones in suspended parking bays and on yellow lines along other streets where parking cannot be permitted for operational and / or emergency access reasons to reinforce the event day parking restrictions. All cones will be in place no later than three hours before the scheduled start of an event.
- 2.12 In circumstances where vehicles with valid parking permits have been left in suspended residents' parking bays on event days, vehicles will be moved by LBH and LBE vehicle removal

contractors who will inform TRACE, London-wide tow-away and removals, to let vehicle Owners know their vehicle has been relocated and to where.

- 2.13 On event days, LBH and LBE will ensure that their vehicle removal contractors will make at least one vehicle removal unit available for enforcement of the Event Day CPZ for the duration of the Event Day CPZ hours of operation.
- 2.14 On event days, under the direction of the MPS, LBH and LBE will remove any vehicles causing dangerous obstructions, or a hazard to public safety in the area, as identified by the Match Commander.

During an event

- 2.15 LBH's contracted wardens and vehicle removal units will continue to enforce the Event Day CPZ.

After an event

- 2.16 THFC or their contractors will conceal the event details on all the special Event Day CPZ signs by midday on the day following an event.
- 2.17 LBH's approved contractor working under contract to THFC will remove all traffic cones used for reinforcement of parking restrictions within three hours of the end of an event.

THIRTEENTH SCHEDULE

Guarantee by the Surety

Background

1. The Surety has agreed to enter into this Deed to guarantee the due performance of this Deed in the following manner.

The Surety's Covenants

2. The Surety covenants and undertakes with the Council as follows:
 - a) The Surety will in all respects guarantee the due and proper performance of the Deed and the due observance and punctual performance of all the obligations, duties, undertakings, covenants and conditions by or on the part of the Developer and the Owners and to be observed and performed by them which are set out in this Deed (collectively "the Obligations") which guarantee shall extend to include any variation of or addition to this Deed.
 - b) If the Developer and/or the Owners in any respect or for any reason fail or are unable to carry out observe or perform all or any of the Obligations (unless relieved of any of the Obligations by any condition of this Deed itself or by the decision of a court or tribunal of competent jurisdiction) then the Surety shall be liable for, and shall indemnify the Council against all losses, damages, costs and expenses whatsoever that may be incurred by the Council by reason of or in consequence of any default or inability on the part of the Developer and/or the Owners in performing any of the Obligations under this Deed, to the extent that such losses, damages, costs and expenses may be claimed by the Council against either the Developer and/or the Owners under this Deed.

Avoidance of Obligations

3. The Surety shall not be discharged or released from this Guarantee by:
 - a) Any agreement, concession, conduct, forbearance or indulgence granted to the Developer and/or the Owners under this Deed or any alteration to the terms of this Deed; or
 - b) Any other compromise or settlement of any dispute between the Council and the Developer and/or the Owners (but so that the Council shall not pursue against the Surety

a remedy contrary to the terms of any such compromise or settlement in so far as the Developer and/or the Owners have complied with such terms).

Duration of the Guarantee

4. This Guarantee is a continuing guarantee and:

a) shall remain in operation until either:

all of the Obligations under this Deed have been satisfied or performed in full; or

the Surety has paid the Council all of the sums payable to the Council under the terms of this Deed;

b) is in addition to and not in substitution for any other security which the Council may at any time hold for the performance of such obligations; and

c) may be enforced without first having recourse to any such security and without taking any other steps or proceedings against either the Developer and/or the Owners.

Sums due from the Developer and/or Owners

5. In so far as any sums are due from the Developer and/or the Owners to the Council under the terms of this Deed then the Surety shall not:

a) by paying any sum in accordance with this Guarantee or by any other means or grounds claim or recover by the institution of proceedings or threat of proceedings or otherwise such sum from the Developer and/or Owners; or

b) claim any set-off or counterclaim against the Developer and/or Owners; or

c) prove in competition with the Council in respect of any payment by the Surety in accordance with this Guarantee; or

d) be entitled in competition with the Council to claim or have the benefit of any security which the Council holds or may hold for any money or liabilities due or incurred by the Developer and/or the Owners to the Council;

and in case the Surety receives any sums from the Developer and/or the Owners in respect of any payments made by the Surety in accordance with this Guarantee the Surety shall hold such monies in trust for the Council so long as any sums are payable (contingently or otherwise) under this Guarantee.

Disclaimer of this Deed

6. The Surety's obligations and liability under this Guarantee shall continue notwithstanding any disclaimer of this Deed by a liquidator or administrator appointed of the Developer and/or any one or more of the Owners and in the event of such a disclaimer this Deed shall for the purposes of this Guarantee be deemed to continue.

Surety's liability no greater than the Developer's and Owners' liability

7. This Guarantee shall not be construed as placing any greater liability upon the Surety than is upon the Developer and the Owners under the terms of this Deed.

English Law

8. This Guarantee shall be governed by and construed in accordance with English law.

FOURTEENTH SCHEDULE

Section 72 Highway Act 1980

Dedication of Land to Widen the Existing Highway

Definitions and Interpretations

In this Schedule the following additional expressions shall also apply:

"the Northern Development Section 72 Land"	The strip of land cross-hatched in the area coloured orange on Drawing BHC-1016A Rev 01 to be dedicated by the Owner in accordance with this Schedule to widen the Highway
"the Southern Development Section 72 Land"	The strip of land cross-hatched in the area coloured green on Drawing BHC-1016A Rev 01 to be dedicated by the Owner in accordance with this Schedule to widen the Highway
"the Stadium Development Section 72 Land"	The strip of land cross-hatched in the area coloured blue on Drawing BHC-1016A Rev 01 to be dedicated by the Owner in accordance with this Schedule to widen the Highway
"the Highway"	The existing public highways known as Northumberland Park, Worcester Avenue and High Road
"the Widening Works"	the construction of additional footways to the widths indicated on Drawing BHC-1016A Rev 01 attached to this Schedule

Gift of the Land By the Owners

1. Upon completion of the Northern Development the Owner shall give up free of charge the Northern Development Section 72 Land required to widen and improve the Highway and the

Owner shall be deemed to dedicate the Northern Development Section 72 Lane Land to the use of the public as part of the Highway.

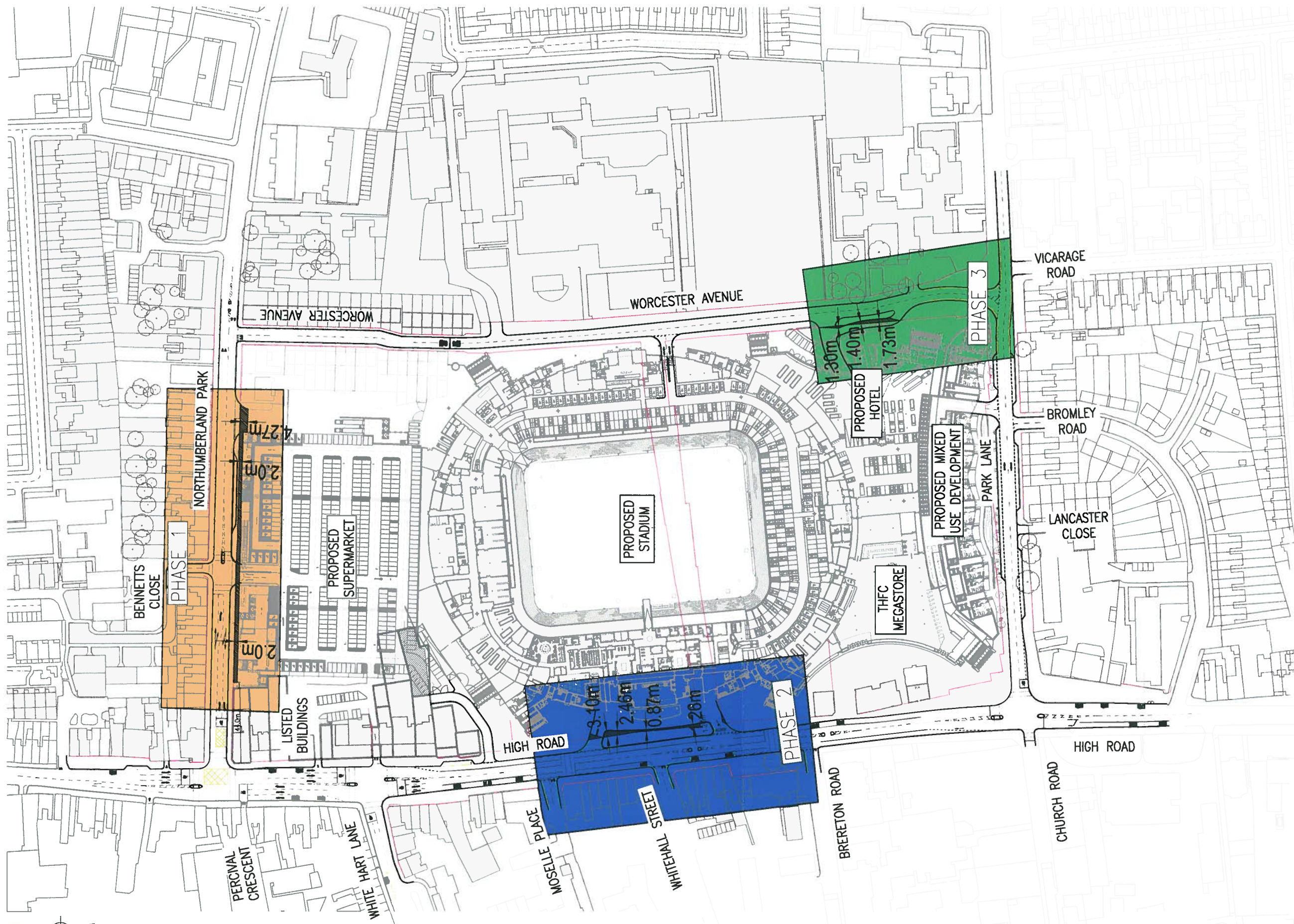
2. Upon completion of the Stadium Development the Owner shall give up free of charge the Stadium Development Section 72 Land required to widen and improve the Highway and the Owner shall be deemed to dedicate the Stadium Development Section 72 Land to the use of the public as part of the Highway.
3. Upon completion of the Southern Development the Owner shall give up free of charge the Southern Development Section 72 Land required to widen and improve the Highway and the Owner shall be deemed to dedicate the Southern Development Section 72 Lane to the use of the public as part of the Highway.

Council to Execute Work

4. Following Commencement of the Northern Development, the Stadium Development and the Southern Development the Council shall with all reasonable dispatch carryout the Widening Works and make up and form the land as part of the Highway.

Land to be Maintainable at Public Expense

5. The Highway when so widened shall form and after the completion of the Widening Works be forever maintained and repaired as highway maintainable at the public expense.



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shown to be negligent. Design and Planning Act 1986.

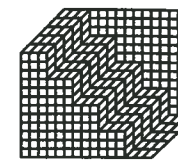
DO NOT SCALE THIS DRAWING.

Notes

01 FOR PLANNING	10.05.10 HWS RG
00 FOR PLANNING	19.10.09 HWS RG
Rev Description	Date Dm Chs

Status of drawing

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Fax: +44 (0)20 787 4148
Web: www.burohappold.com



Buro Happold
Consulting Engineers

Architect: MAKE & KISS ARCHITECTS
Project: NORTHUMBERLAND DEVELOPMENT PROJECT
Dwg Title: PROPOSED HIGHWAY WORKS
GENERAL ARRANGEMENT
SECTION 72

Scales@A1 1:1000	Job No. 023970
Drawn by: HWS	Drawing No. BHC-1016A
Checked by: RG	Rev 01
Date: OCT 2009	

FIFTEENTH SCHEDULE

Council's Covenants

Grant of Planning Permission

1. The Council covenants to issue the Northern Development Amendment Permission and the Southern Development Amendment Permission upon completion of this Deed.

Discharge of obligations

2. At the written request of the Owner and Developer the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
3. The Council covenants to use all reasonable endeavours to secure the confirmation of such stopping up orders or traffic regulation orders as may be necessary to carry out the Development by the end of 2012.
4. The Council covenants to use reasonable endeavours to support the Owner and or the Developer's efforts to secure that White Hart Lane Railway Station is appropriately renamed for example as Bill Nicholson Way Station or such alternative as is acceptable to the Owner and Developer.
5. The Council covenants to use reasonable endeavours to secure that the section of White Hart Lane between the renamed railway station and the junction with the High Road is appropriately renamed for example as Bill Nicholson Way or such alternative as is acceptable to the Owner and Developer.
6. The Council covenants to use reasonable endeavours to support the Owner and Developer in applications to other local and national governmental or quasi-governmental organisations for grant or other funding to support the implementation of the Development including a bid by the Developer or the Owner for up to £2million grant funding from the Heritage Lottery Fund towards improvements to heritage buildings owned by the Owner.
7. The Council covenants to work with TfL, the Developer and the Owner to seek the agreement of Network Rail to the construction of a new southern ticket hall and entrance to White Hart Lane Station directly accessible from Whitehall Street by the end of 2015.

8. The Council covenants to seek Network Rail's agreement to fund selective door opening at Northumberland Park Station to facilitate stopping for longer trains.
9. The Council will actively promote with Network Rail and the Department of Transport the upgrade of the West Anglia Mainline to provide enhanced match day rail services to be run to Northumberland Park Station.
10. The Council will promote with Network Rail and the Department of Transport and any future train operator the replacement of existing rolling stock as part of the franchising tender to provide an increase of at least 20% in rail passenger capacity on services serving local stations to the site on match days and non-match days.
11. The Council will work expeditiously with TfL to complete the analysis of existing and predicted traffic flows (taking into account the planned removal of the Tottenham Hale one way gyratory system) and depending on the results implement a scheme to optimise traffic signalling and flows in the A10/1010 corridor from the North Circular to Monument Way taking all transport modes into account.
12. The Council covenants to use reasonable endeavours to promote the wider regeneration of the surrounding area in accordance with the Tottenham Investment and Delivery Plan subject to approval of that Plan by the Council.

SIXTEENTH SCHEDULE

Part 1 – General Principles Relating to All Travel Plans

GENERAL PRINCIPLES OF FURTHER TRAVEL PLAN DEVELOPMENT

Purpose: To identify measures to be taken by THFC to achieve the objectives of the 5 agreed Travel Plans.

Measures: THFC shall liaise with all relevant bodies, including LBH and LBE (Planning & Transportation functions), Transport for London, London Underground Limited, relevant Train Operating Companies, the Metropolitan Police and British Transport Police to ensure that the purposes of the 5 agreed Travel Plans are achieved and implement such reasonable measures as may be required to achieve those purposes.

1. There are six Travel Plans (TPs) which were produced as part of the planning application for the Development. These TPs were:
 - Stadium Travel Plan;
 - Non Event Day Travel Plan;
 - Foodstore Workplace Travel Plan;
 - Residential Travel Plan;
 - Hotel Workplace Travel Plan; and
 - Construction Workplace Travel Plan.
2. These documents set out the measures to be delivered and establish who will be responsible for the delivery of these initiatives. They also set out future actions for travel plan development and refinement, along with targets and appropriate timescales that will be delivered as part of the TPs. The detailed content of all the Travel Plans, other than the Stadium Travel Plan, have been agreed as part of the planning appraisal that led to the resolution for approval.
3. Further Travel Plans for the non-supermarket elements of the revised Northern Development and the revised Southern Development will need to be prepared as a result of Northern Development Amendment Application and Southern Development Amendment Application

4. The current construction programme, as of March 2012, is as follows:
 - Late 2010/Early 2011 - Demolition of buildings within northern area;
 - Summer/Autumn 2012 - Off site highway and junction improvements commence;
 - Summer/Autumn 2012- Construction of the new food store;
 - Spring/Summer 2013 – Commencement of the first phase of the stadium construction (west, north and east stands);
 - April 2015 – Demolition of existing north stand, preparation of new pitch and club move into new stadium;
 - July 2015 – Demolition of remainder of existing stadium;
 - July 2016 – Completion of new stadium and retail store under the podium; and
 - After 2017 – Phased completion of southern development including residential accommodation, offices and hotel.
5. Haringey Council provides specific guidance for writing travel plans within the borough within SPG7b Travel Plans. It provides a list of contents which a Travel Plan should seek to include:
 - Setting objectives and targets;
 - Measures to promote and facilitate public transport use, walking and cycling;
 - Car parking restraint;
 - Promoting car sharing and reducing the need to travel;
 - Monitoring and review processes;
 - Travel Plan Coordinator; and
 - Travel information and marketing.
6. In terms of setting objectives and targets this guidance notes that targets need to be related to timescales, be measurable and be specific. Such targets could either be to reduce single occupancy car commuting or to increase the use of public transport, walking and cycling to get to work. The targets have been agreed from the outset as part of the travel plan process. The

cost of monitoring the TP will be borne by the Developer however the local authority may assist in organising surveys. The timescale for collecting data and monitoring is to be agreed between the planning authority and the Developer prior to occupation of the site. While it is generally accepted that monitoring of Travel Plans should be undertaken for at least 3 years following occupation of a development, monitoring of the Stadium Travel Plan will continue until the Modal Split Target has been consistently achieved for at least 5 years.

7. A TP Management Group will be established to assist in the further development, management and implementation of the THFC TPs. The Management Group will comprise a range of stakeholders as the travel plans will have wide-reaching effects and strategies may span across many areas of interest. The group offers an opportunity for the sharing of knowledge, experiences, valuable information and contacts in order to deliver the THFC TPs and meet the targets being set by the Steering Group for the whole site.
8. After the initial monitoring the TP Coordinator appointed by the Developer will meet with TfL and LBH to discuss further monitoring arrangements. A progress report will be completed by the TP Coordinator and submitted to LBH after data collection, which may become supplementary to the TP. The report will present the results of the monitoring surveys clearly identifying if targets for modal shift are being met. This report will also note how well initiatives to promote sustainable travel have been taken up and will provide suggestions by the TP Coordinator on necessary changes or improvements to the TP measures.
9. The 'Next Steps' are as follows:
 - Construction Workplace Travel Plans – after the letting of any main construction contract the lead contractor will be required by THFC to take responsibility for the further development of the Travel Plan. The Travel Plan will be updated to take account of the specific construction programme and will be submitted to LBH within one month of the letting of the contract. The outcomes will then be monitored and reviewed after 3 months of construction activity. Amendments to the agreed Travel Plan can then be agreed at that time, if necessary.
 - Food Store Workplace Travel Plan – the responsibility for this Travel Plan will transfer to the retailer when the lease is signed. The retailer will then update the Travel Plan in advance of the occupation of the completed development and submit the document to LBH. The first monitoring will occur 12 months after the commencement of the use. Amendments to the agreed Travel Plan can then be agreed at that time, if necessary.

- Northern Development Travel Plan; the responsibility for this Travel Plan will remain with THFC who will bind in any major occupiers whenever a lease is signed. THFC will prepare the Travel Plan in advance of the occupation and re-submit the document to LBH. The first monitoring will commence 12 months after the commencement of the first use. Amendments to the agreed Travel Plan can then be agreed at that time, if necessary.
- Stadium Travel Plan – see Part 2 of this Schedule
- Residential Travel Plan; the responsibility for this Travel Plan will transfer to the development company when the lease is signed. The developer will then update the Travel Plan in advance of the occupation of the completed development and submit the document to LBH. The first monitoring will occur 12 months after the first occupation. Amendments to the agreed Travel Plan can then be agreed at that time, if necessary.
- Hotel Workplace Travel Plan - the responsibility for this Travel Plan will transfer to the operator when the lease is signed. The operator will then update the Travel Plan and submit the document to LBH within a month of occupation. The first monitoring will occur 12 months after the commencement of the use. Amendments to the agreed Travel Plan can then be agreed at that time, if necessary.
- Southern Commercial Development Travel Plan – the responsibility for this travel plan will transfer to the occupier when the lease is signed. The Travel Plan will be prepared in accordance of occupation of the Southern Development. The first monitoring will occur 12 months after commencement of use. Amendments to the agreed Travel Plan can then be agreed at that time if necessary.

Part 2 - Stadium Travel Plan

Objectives:

To set out the measures to be taken by the Developer and/or Owner to:

- achieve the Modal Split Target for all Major Events at the Completed Stadium of no more than 23% of all spectator journeys being by car as the final mode of travel to the Stadium area; and
- ensure that the Retention of Visitors Measures are effective.

Measures:

The Developer and/or Owner shall liaise with all relevant bodies, including the Council and the London Borough of Enfield (Planning & Transportation functions), Transport for London, London Underground Limited, relevant Train Operating Companies, the Metropolitan Police and British Transport Police to ensure that the objectives of the Stadium Travel Plan are achieved and implement all the measures set out in the Approved Stadium Travel Plan to achieve those objectives following consultation with local Ward Councillors.

In addition to the funding of an Event Day CPZ as provided for elsewhere in this Deed, such measures will include:

- (a) a 'Car Park Management Agreement' for the stadium car park;
- (b) a Event Day Cycle Parking Plan and associated Event Day Cycling Plan;
- (c) a 'Public Transport Plan', including identified capacity enhancements including a Train Capacity and Operating Plan and a Shuttle Bus and Bus Services Improvements Plan (agreed diversions and shuttle buses to and from both Victoria and Piccadilly Lines funded by the Developer and/or Owner based on Council agreed performance target);
- (d) an 'Information Plan', including travel details, advertising, joint marketing initiatives, use of THFC's web site, publicity in THFC match programmes and on screens within the stadium, directional signage, advice on spectator behaviour and real time information utilising Variable Message Signs in the Podium and Plaza areas around the stadium building and including a Smart Stadium and travel ticket system Plan, combined event ticketing with public transport tickets and a Transport Marketing and Communications Plan;
- (e) Retention of Visitors Measures which may include those items set out in Annex 1 to this Schedule to retain spectators within the Stadium complex after Major Events;
- (f) a plan for the offering of advice and guidance to car and coach drivers;

- (g) special Major Event day coach plan and related travel arrangements;
- (h) a 'Travel Contingencies Plan', setting out contingency arrangements for the break down in public transport services;
- (i) measures to control and dissuade parking on private land.

A chart explaining the proposed relationship between the Stadium Travel Plan and other relevant documents is attached as Annex 2.

ANNEX 1: Retention of Visitors Measures

Measures: May include the following post match entertainment programme and other initiatives designed to maximise the number of spectators who stay on within the vicinity of the Site and as a minimum to retain agreed numbers of event/match attendees at 15,000 for a minimum of 1 hour in the stadium and local area in combination.

Tottenham Hotspur propose to screen a 60 minute post match entertainment programme. The programme will be capable of being viewed throughout the ground as follows:

- individual TVs within all boxes;
- TVs and larger screens in corporate hospitality areas;
- Videotron screens within the main stadium auditorium;
- large and small screens throughout the upper and lower concourse areas;

The entertainment programme will consist of the following:

- Tottenham Hotspur Man of the Match presentation;
- tunnel-based post-match player interviews;
- post-match Manager interviews;
- live press conferences;
- studio debate with fan interaction;
- highlights of the game;
- Sky Final Score/Interviews/Highlights/Programme from other key Premier League and Champions/Europa League matches.

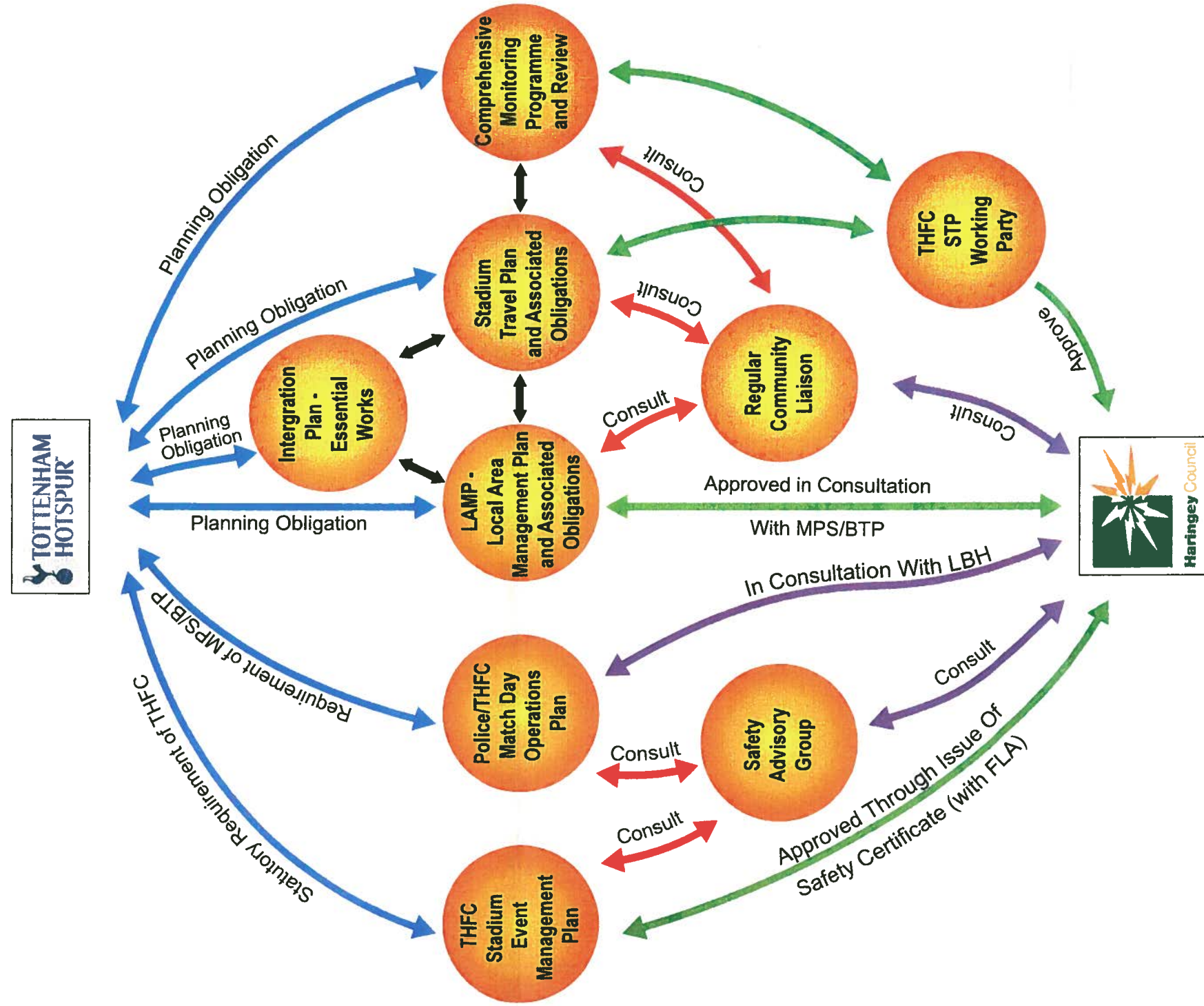
Other measures may include the following:

- Guests in Hotel attending matches;
- Kids/Family Zone entertainment;
- Comedy Zone;
- Real-Time Travel Information
- Cashless and discounted retailing using the stadium access smartcard
- Post-match Happy Hour discounts
- Shopping in the supermarket incentives

In addition a pre-match entertainment and interview package may be proposed and will consist of training ground interviews and profiles of past players.

ANNEX 2

Tottenham Hotspur F.C. Stadium Management Plan



M. D. [Signature]

DB

SEVENTEENTH SCHEDULE

LOCAL AREA MANAGEMENT PLAN ("LAMP")

Objective:

To set out measures under the general banner of 'Keep it Safe, Clean and Friendly' that will be undertaken funded wholly by the Developer and/or Owner to minimise adverse environmental impacts and nuisance for residents and businesses that are otherwise likely to be adversely affected by the use of the Stadium for Major Events.

Measures:

The Developer and/or Owner shall agree with the Council the geographical area to be covered by the LAMP which will cover appropriate areas within both the London Borough of Haringey and the London Borough of Enfield.

The Developer and/or Owner shall liaise with all relevant bodies, including the Council and the London Borough of Enfield (Planning, Transportation, Licensing, Street Cleansing), the Metropolitan Police, British Transport Police, TfL, London Fire and Emergency Planning Authority, London Ambulance Service, the Football Licensing Authority (or successor body), local Ward Councillors and local residents groups in the preparation of the LAMP and, following submission to and approval by the Council to ensure that the objective of the LAMP is achieved and to implement all the measures in the Approved LAMP.

The measures proposed in the LAMP will operate in parallel and be fully integrated with the Operations Plan (to be approved by the Metropolitan Police and British Transport Police), the Event Management Plan (to be approved by the Football Licensing Authority (or its successor body)) and the Stadium Travel Plan (and the associated but separately obligated improvements in this Deed which may include lighting, public realm management and entrance and waiting area improvements in and around rail and tube stations and key bus stops and the Event Day Controlled Parking Zone and Code of Enforcement) (to be approved by the Council, Enfield Council, Transport for London and/or Network Rail as appropriate).

The LAMP will include;

- a) measures to ensure the effective supervision of crowd flows and encourage crowds to use the primary pedestrian routes as outlined in Annex 1 including strategic and local information and consultation plans;
- b) measures to ensure the effective supervision and control of crowd flows to minimise the adverse environmental, nuisance and traffic impacts including stewarding and queue management at all key bus stops, rail and tube stations (particularly Northumberland Park, White Hart Lane,

Tottenham Hale and Seven Sisters Stations) and their approaches and stewarding on all walking routes, estates and public open spaces to agreed staffing levels and operating standards;

- c) the Event Day Station Management Plans for Northumberland Park, White Hart Lane, Tottenham Hale and Seven Sisters Stations;
- d) measures to ensure the effective management of vehicle movements in the area around the Stadium and ensure that any temporary traffic management measures and restrictions of vehicular movements introduced for the area around the Stadium before and after events takes proper account of the reasonable access requirements of residents and businesses based in the area affected by road and traffic management, pedestrian and public transport access/egress plans;
- e) signage for pedestrians and car drivers (separately obligated in this Deed), in the area around the Stadium;
- f) litter collection and disposal arrangements;
- g) standards and service levels for event and area wide street cleaning and measures to prevent litter, anti-social behaviour and crime, ensuring streets are clean and safe to use;
- h) managing any permitted street vending in the stadium vicinity;
- i) monitoring of recorded video output through a protocol CCTV image access regime agreed between the Police, THFC and the LBH funded by the THFC and the provision and installation of additional CCTV cameras funded by the Developer and/or Owner to monitor main pedestrian routes to the Development as may be required by the Council and Safety Advisory Group ("SAG") as agreed with the Developer and/or the Owner which may include the use of mobile CCTV units where appropriate;
- j) any other associated works that are not listed above including the:
 - Coach Capacity Parking and Management Plan and Coach Parking Physical Improvement Plan for North Tottenham,
 - Bus Services Improvements Plan (agreed diversions and shuttle buses to and from both Victoria and Piccadilly Lines funded by THFC based on LBH & TfL agreed performance targets),
 - Bus Priority Improvement Plan,
 - Bus Stops Improvement Plan,
 - Disabled Parking and Disabled Access to Stadium,

- Podium Access Plan and Improvements,
- VIP car and coach drop off Plan,
- Taxi and Cab Waiting Plan,
- Cycling and Parking Plan and Event Day Cycling Plan as set out in Annex 2.

Funding of measures by the Developer and/or Owner

All measures in the LAMP will be funded by the Developer and/or Owner for the lifetime of the Development at no cost to the Council and LBE.

Monitoring and Review

To determine whether the objective of the LAMP is being achieved, the Developer and/or Owner undertake to provide a bi-monthly Status Report to the Council and to the wider public during the first year of operation of the Completed Stadium that will set out the progress to date and the likely implementation timescales. The Developer and/or Owner will also set out and track the inter-dependencies reporting, prior to the completion of the Stadium Development, between the LAMP, the STP and the individual transport improvement projects. This will be prepared following liaison with all relevant bodies, including the Council and London Borough of Enfield (Planning, Transportation, Street Cleansing, Highway Maintenance and Licensing), the Metropolitan Police, British Transport Police, London Fire and Emergency Planning Authority, London Ambulance Service and the Football Licensing Authority, to ensure that the purposes of the LAMP and STP are achieved. The Developer and/or the Owner shall organise and fund the implementation of such reasonable measures as may be required to achieve those purposes.

Following the first year of operation of the Completed Stadium, the LAMP will be monitored as part of the Event Day Monitoring Programme which will continue for the lifetime of the Completed Stadium.

All the measures set out in the LAMP will be monitored to standards that will be agreed between the Developer and/or Owner and the Council.

The projects to be tracked to ensure integration between the LAMP and the Stadium Travel Plan will include;

- (a) Event and Non Event Day Controlled Parking Zones and associated Enforcement Plans
- (b) Works that will influence the four Event Day Station Management Plans;
- (c) Signage for pedestrians and car drivers in the area around the stadium;
- (e) Coach Capacity Parking and Management Plan and Coach Parking Physical Improvement Plan for North Tottenham
- (f) The Bus Priority Improvement Plan and the Bus Stops Improvement Plan

- (g) The Cycling and Parking Plan, the Cycle Action Plan and TfL Cycle Superhighway Plan.
- (h) The Highway Works and pedestrian route improvements implemented in connection with this Deed
- (i) Other relevant projects not funded in connection with the Development such as the Tottenham Hale Gyratory Scheme changing the current one-way traffic flow system to two-way flow.

A chart explaining the proposed relationship between the Local Area Management Plan and other relevant documents is attached as Annex 2 to the Sixteenth Schedule.

ANNEX 1: Pedestrian Routes

The Pedestrian Routes included in Local Area Management Plan, the Stadium Travel Plan and the Event Day Monitoring Programme shall include those routes that crowds should be encouraged to use which may include the following:

- High Road
- Chesnut Road
- Hale Road
- Park Lane
- Marsh Lane
- Whitehall Street
- Love Lane
- White Hart Lane
- Northumberland Park
- Tariff Road

EIGHTEENTH SCHEDULE

Event Day Monitoring Programme

Objective:

To monitor compliance with the Local Area Management Plan and Stadium Travel Plan to ensure that:

- adverse environmental impacts are minimised for local residents and businesses;
- the Modal Split Target is achieved and maintained; and
- the Retention of Visitors Measures are effective.

Measures:

The Developer and/or Owner shall appoint an independent agent to be approved in writing in advance by the Council to carry out data collection and technical analysis. The scope and frequency of monitoring and the techniques and standards to be adopted will be approved by the Council on the basis of this Schedule and may be varied following consultation with and approval by the Council over time.

During the first 12 months of operation of the Stadium, the event type, frequency and characteristics to be monitored shall be as set out in 'A' below. The dates of the proposed event and control monitoring and the techniques and standards to be adopted shall be approved in writing by the Council in advance of the monitoring taking place, as set out in 'D' below.

At the beginning of each subsequent football season and following consultation with the Developer and/or the Owner, the Council shall specify the event type, frequency and characteristics to be monitored during the coming year, together with the dates of the proposed events and any control monitoring and the techniques and standards to be adopted. In deciding on such a programme the Council shall only require monitoring that is reasonably necessary, taking account of the following:

- (a) the results of monitoring during the previous monitoring period (particularly progress in achieving and maintaining the Modal Split Target);
- (b) the introduction and effectiveness of the Event Day CPZ ;
- (c) the items covered in the LAMP;
- (d) the views of the local Ward Councillors;
- (e) any complaints received by local residents and businesses; and
- (f) any unforeseen circumstances that warrant monitoring.

A. Event Type, Frequency and Characteristics during the first 12 months of stadium operation

- (a) One start-up event held in advance of the Completed Stadium being used for a Major Event for the first time (Transport Characteristics)
- (b) 2 x non-Major Events where attendance of just under 10,000 is expected (Transport Characteristics) (if applicable)
- (c) 2 x Saturdays, 1 x Sunday and 1 x weekday evening football matches involving THFC's first team (Transport Characteristics)
- (d) 1 x non-Tottenham Hotspur football Major Event (Transport Characteristics) (if applicable)
- (e) All music Major Events (Transport Characteristics) (if applicable)
- (f) 1 x non-football and non-music Major Event (Transport Characteristics) (if applicable)
- (g) When appropriate one equivalent control survey for each time period to be carried out after the event to be monitored (Transport Characteristics)
- (h) 2 x Saturdays, 1 x Sunday and 1 x weekday evening football matches involving THFC's first team (Environmental Characteristics)
- (i) All music Major Events (Environmental Characteristics) (if applicable)

B. Transport Characteristics to be Monitored

- (a) Achievement and maintenance of the Modal Split Target
- (b) Event parking within the stadium and on-street parking in pre-selected areas up to 2 miles walking distance from the stadium, targeted at areas of known parking difficulties
- (c) Pedestrian movements and routing to and from the stadium, including supervision
- (d) Public transport usage including the stations and stops being used by event attendees
- (e) The arrival and departure profiles and the levels of retention of spectators within the Stadium complex after an event
- (f) The effects of crowd movements on the operation of the local highway network

C. Environmental Characteristics to be Monitored

- (a) Litter collection and disposal
- (b) Cleanliness of streets

- (c) Street vending patterns
- (d) Noise impacts at agreed noise sensitive locations
- (e) Light impacts at agreed locations
- (f) Levels of street crime and anti-social behaviour
- (g) Damage to street furniture and public highway signs.

D. Monitoring Techniques and Standards to be applied

The dates of the proposed event and control monitoring and the techniques and standards to be adopted for this monitoring shall be approved in writing by the Council in advance of the monitoring taking place.

A chart explaining the proposed relationship between the Monitoring Programme and other relevant documents is attached as Annex 2 to the Sixteenth Schedule

NINETEENTH SCHEDULE

OUTLINE SPECIFICATION FOR THE THFC STAGE 1 SHUTTLE BUS

Purpose:

The purpose of the Stage 1 Shuttle Bus is to promote, together with a range of other measures, the achievement of the Modal Split Target. This outline specification sets out the measures to be taken by the Developer and/or the Owner to achieve the planning obligation to implement the Stage 1 Shuttle Bus.

Measures:

The Developer and/or the Owner shall liaise with all relevant bodies, including the Council (Planning & Transportation functions), Transport for London (including London Buses and London Underground), the Metropolitan Police and British Transport Police to ensure the implementation and continued operation of the Stage 1 Shuttle Bus and implement such reasonable measures as may be required.

The Developer and/or the Owner undertake to enter into a commercial agreement with a bus operator recognised by TfL to satisfy the bus travel capacity requirement. The key timescale is the weeknight PM peak period when the travel to a match occurs at the same time as the commuter peak.

The existing use of the 4 bus services that link Seven Sisters LUL/NR Station and the stadium area on a weeknight PM peak is 2,679 spectators. This travel demand is satisfied by the regularly scheduled bus services. Following the completion of the Stadium the future bus travel demand will increase to 4,275 spectators – an increase of 1,596 bus journeys. Most of these will happen during the PM peak period from 1600 hours to 1900 hours. Between 1800 hours and 1900 hours the forecast increase in bus travel demand for the 4 services, or future alternatives, is 728 spectators per hour. This figure represents the capacity requirement.

The outline specification is as follows;

- Two complementary shuttle bus services will be provided.
- The first service will connect the Tottenham Hale Interchange with the stadium area. This service is designed to provide relief to the 4 scheduled bus services between Seven Sisters LUL station and the stadium area.
- The second service will connect between the Piccadilly Line, to the west of Tottenham, and the stadium area. The Piccadilly Line Shuttle Bus service is designed to augment the W3 service

which currently has significant spare capacity in the Tottenham area at the times of the matchday stadium area arrival and departure.

- The vehicles shall be London red double-decker buses or similar capacity single-decker buses where the gross plated bus passenger capacity is at least 87.
- An aggregate service frequency for the 2 services shall be a bus every 4 minutes when averaged over a 30 minute period. Services shall start 3 hours before a game.
- Services shall cease no less than 2 hours after the end of the football match or other major event
- Any fares collected through the operation of the shuttle bus services (the flat rate fare to be charged will be agreed with TfL) will be retained by the Developer and/or the Owner.

This specification is subject to amendment as part of the Stadium Travel Plan review procedures particularly depending on the success or otherwise in achieving the Modal Split Target.

TWENTIETH SCHEDULE

Supplemental Deed

THIS SUPPLEMENTAL DEED executed as a Deed is given this [] day of [] 2010

BY:-

(1) **[INSERT LAND OWNER]** of (insert address) ("the Owner")

TO

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 4LE ("the Council")

WHEREAS:-

- (A) The Council is the local planning authority for the area in which the Site is situated and by whom the obligations contained in this Supplemental Deed are enforceable.
- (B) On [] 2010 the parties hereto entered into the Principal Deed.
- (C) The Owner [insert details of interest] of the Additional Land
- (D) This Supplemental Deed is entered into for the purpose of ensuring that the agreements, covenants, undertakings and obligations contained in the Principal Deed are binding on the Additional Land for the purposes of Section 106 of the Act.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

- 1.1. Save where provided otherwise words and expressions used in this Supplemental Deed have the meaning assigned in the Principal Deed.
- 1.2. For the purposes of this Supplemental Deed the following words and expressions have the meanings assigned:-

"Additional Land" means [insert details of additional land]

"Principal Deed" means the agreement dated [] 2010 between Council and the Owner and other parties entered into pursuant to section 106 of the Act.

2. OPERATION OF THIS SUPPLEMENTAL DEED

- 2.1. This Supplemental Deed is supplemental to the Principal Deed and is made pursuant to Section 106 of the Act.
- 2.2. The obligations, covenants and undertakings contained in this Supplemental Deed given to the Council are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council for the area within which the Interest is situated.
- 2.3. The Owner agrees that as from the date hereof the obligations, covenants and undertakings in the Principal Deed given by the Owner to the Council shall be binding on the Additional Land pursuant to section 106 of the Act as if the said obligations, covenants and undertakings in the Principal Deed were set out herein in full with the intent that, subject to clause 3, the said obligations, covenants and undertakings shall be enforceable by the Council not only against the Owner but also against any successors in title to or assignees of the Owner and any person claiming through or under it an interest or estate in the Additional Land as if the Owner had been an original covenanting party in respect of the Additional Land when the Principal Deed was entered into.
- 2.4. This Supplemental Deed is a local land charge and shall be registered as such.

3. RELEASE

The Owner will upon disposing of the whole or part of the Additional Land be released from all obligations and covenants under this Supplemental Deed in relation to the Additional Land or the relevant part thereof (as the case may be) but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations or covenants

IN WITNESS whereof the parties have executed this Deed the day and year first above written

The Common seal of The Mayor and)
Burgesses of the London Borough of)
Haringey was hereunto affixed in the)
presence of:)

Authorised Officer)

Executed and Delivered as a deed by[])
acting by the signatures of:)

Director)

Director / Secretary)

TWENTY FIRST SCHEDULE

Public Access Management Plan Framework

1. Introduction

- 1.1. One of the major community benefits arising from the Northumberland Development Project ("NDP") will be the provision of significant amounts of new public space around the proposed stadium and its enabling development to the north and south. The desire to maintain an east to west pedestrian thoroughfare across the site also arises from the need to Stop Up Paxton Road, which currently connects the High Road and Worcester Avenue.

- 1.2. This Public Access Management Plan Framework (PAMPF) is intended to define the various forms of new public space across the development, how it will be used and how it will be managed and maintained.

- 1.3. The requirement for the new public space to be controlled in this way is a planning obligation (Clause 10 of the Fifth Schedule of the S.106 legal agreement) and follows a Head of Term approved in Haringey Council's resolution to grant planning permission on 30 September 2010:

"THFC will agree a "Public Access and Open Space Management Plan" with the LBH before the 1st Phase of Development opens. This will set out how temporary and permanent open space accessible to the public will be designed, maintained and kept safe and accessible – and how it will be used. This will be at the cost of the Applicant. This could include appropriate charges but nothing that would prevent it from being substantially used as public open space."

- 1.4. There will be various demands placed upon the new open space, not least on match days (or "Event Days") where the majority of the space will be given over to crowd circulation. However, on non-match days, the Club intends to actively manage parts of the new open space to provide a range of community events.

- 1.5. The design of the new public open space is contained in drawing nos. TOWN446(08)5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, 7001 and 7002 in the planning application, supplemented by explanatory diagrams and text in Section 11 of the Design & Access Statement.

- 1.6. In summary, the NDP comprises five elements. First, the Northern Development, which includes a food store fronting Northumberland Park with Club-related uses above. Second, the Stadium itself and public access space surrounding it including a podium area immediately to the north

and south. Third, the Southern Development fronting Park Lane and comprising 200 new homes; hotel; Tottenham Hotspur Foundation office space; new Club museum and shop. Fourthly, a group of four heritage assets (including one statutorily listed building). Fifthly, the public realm between the buildings that is the subject of this PAMPF.

1.7. The objectives of the PAMP are to ensure that:

- the various types of Public Access Space are all clean and well-maintained;
- the various types of Public Access Space (temporary and permanent) are safe and secure at all times;
- the various types of Public Access Space are DDA compliant;
- the Club fulfils its obligation to provide a minimum number of community events on the Podium ;
- the play space requirements associated with the residential component of the Southern Development are achieved;
- the various uses to which the Public Access Space is to be put are co-ordinated and do not conflict with one another; and
- there is a sense of community ownership of the Public Access Space.

2. Types of Public Access Space

2.1. There are three different types of Public Access Space as defined on drawing no. TOWN446(97)SK 020910 attached as **Plan 3**

- i) Public Access Space (subject to an area of Restricted Use)
- ii) Heritage Public Access Space
- iii) Podium (subject to an area of Restricted Use)

i). Public Access Space

2.2. Public Access Space (PAS) is all publicly accessible areas of the development, except Heritage Public Access Space and Podium Public Access Space. It includes space around the stadium; areas between the Stadium and the Northern and Southern Developments; and space along the High Road, Worcester Avenue, Park Lane and Northumberland Park.

Use

- 2.3. On match days (approximately 40-50 days of the year) and generally before and after the Event, the entire NDP area (including the PAS) is subject to the provisions contained within the Local Area Management Plan ("LAMP"), which includes policing and stewarding arrangements. Although accessibility during these periods is not technically restricted it will in practice be restricted by crowd movements before and after an Event.

Accessibility

- 2.4. On non-match days (non-Event Days) the PAS becomes space that is fully accessible to the public.
- 2.5. The PAS will be accessible 24 hours a day and for every day of the year except one, where the Club has the right to close the space. The Club does not intend to create any Public Rights of Way.
- 2.6. The PAS will be subject to an area of Restricted Use (as denoted on Plan 3). This area will be closed to the public for a short period before and a short period after each football game to allow the drop-off and collection of players by coach. The area will otherwise be accessible 24 hours a day and every day of the year except one, where the Club has the right to close the space.
- 2.7. The PAS will be directly accessible from the High Road, Park Lane and Worcester Avenue. The elevated podium levels can then be accessed either by ramps, stairs or one of six lifts (four south of the Stadium and two to the North).
- 2.8. The Club is also obliged to provide access to three public toilets, as per the Planning Committee resolution:

"THFC will also make access to the 3 public toilets on the podium public open space accessible to the public for 364 days a year and for reasonably agreed hours each day."

- 2.9. The Design & Access Statement (pages 66-72) describes the design rationale behind access to the NDP in more detail.

Management and Maintenance

- 2.10. On match days, it will be the Club's responsibility to manage the PAS in accordance with the provisions of the LAMP. It will also be the Club's responsibility to manage the space on non-match days. This will be achieved through the creation of a Management Company or other special purpose vehicle as appropriate.

- 2.11. It will be the Management Company's responsibility to ensure the security of the PAS through a series of measures either required by planning condition or provisions in the LAMP. The Club will similarly need to agree an appropriate maintenance regime for the Management Company with the Council for the PAS.
- 2.12. Conditions [24] and [25] of the planning permission requires the Club to submit details of CCTV and lighting across the scheme and Conditions [26] and [27] of the planning permission requires the Club to submit details of a signage and wayfinding strategy across the NDP area. It will be the Management Company's responsibility to ensure the installation of CCTV, lighting and erection of signage in accordance with these discharged conditions and thereafter to maintain and repair the CCTV, lighting and signage as necessary to achieve the stated objectives of this PAMPF.

ii) Heritage Public Access Space

- 2.13. Heritage Public Access Space (HPAS) is the publicly-accessible area around the retained heritage buildings that will ultimately be framed by the curved Club shop front below the Podium and the High Road to the West. The heritage buildings are:
- No. 750 High Road – The White Hart PH (locally listed)
 - No. 748 High Road - The Red House Coffee Palace (locally listed)
 - No. 746 High Road - The Edmonton Dispensary (locally listed)
 - No. 744 High Road - Warmington House (statutorily listed Grade II)
- 2.14. These four buildings, and the spaces between them, will be improved in phases linked in part to the signing of the s106 agreement. The public realm created will include both temporary and permanent designs.

Use

- 2.15. The retention, repair and beneficial reuse of these four heritage assets is one of the principal conservation benefits arising from the NDP.
- 2.16. The former White Hart PH, which is currently occupied by Valentino's nightclub will be converted back into a public house. The Red House Coffee Palace (currently used as Club offices) will be converted into a coffee shop. The Edmonton Dispensary and Warmington House will both be converted into Club offices.

- 2.17. The existing wrought iron 'Bill Nicholson gates' that are located at the end of Bill Nicholson Way will be relocated between the White Hart PH and the Red House Coffee Palace. They will also provide a backdrop to a new statue of Bill Nicholson. The existing gates between Red House Coffee Palace and the Edmonton Dispensary will be retained and refurbished. There will be external seating areas to the rear of the White Hart PH, the Red House Coffee Palace and the Edmonton Dispensary. Five new trees and associated landscaping will also be introduced along with public seating
- 2.18. In addition to providing an appropriate setting to these four retained heritage assets, the HPAS will provide a forecourt to the entrance into the new Club shop and museum.
- 2.19. The HPAS will therefore provide a space to meet and dwell on both match days and non-match days.
- 2.20. The heritage buildings will be repaired externally as phase one of the conservation and restoration programme with the intervening buildings being demolished and the cleared sites landscaped and planted. The space south of Warmington House will also continue to provide spectator access to the existing West Stand so the landscaping and paving design on the area of the buildings to be demolished will reflect this use.

Accessibility

- 2.21. In addition to providing public access to the existing West Stand across part of this Space, the transformed HPAS will be publicly accessible 24 hours a day and for every day of the year except one, although the space will clearly be dominated by crowds on match days. The Club does not intend to create any Public Rights of Way. The HPAS will be provided linked to the opening of the Completed Stadium or within 5 years of the date of the s106 Agreement (or such longer period as may be agreed) (whichever is earlier).

Management and Maintenance

- 2.22. On match days, it will be the Club's responsibility to manage the HPAS in accordance with the provisions of the LAMP. It will also be the Club's responsibility to manage and maintain the space on non-match days.
- 2.23. Conditions [24] and [25] of the planning permission requires the Club to submit details of CCTV and lighting across the scheme and Conditions [26] and [27] of the planning permission requires the Club to submit details of a signage and wayfinding strategy across the NDP area. It will be the Management Company's responsibility to ensure the installation of lighting and erection of

signage in accordance with these discharged conditions and thereafter to maintain and repair the lighting and signage as necessary to achieve the stated objectives of this PAMPF.

iii) Podium

- 2.24. Podium is an area between the Stadium and the Southern Development. The Podium is indicated by red hatching on **Plan 3**. Although community events will be focused on this area, some events may extend onto the wider Podium. This area has been separately identified as it is also subject to alternative uses (described below).

Use

- 2.25. The Podium will be put to various uses. The default set-up for the area marked as restricted will be as children's play space for residents of the Southern Development housing (following the completion and occupation of this part of the development). In this mode, the space will be protected by some form of enclosure (details of which to be submitted for approval as part of the reserved matters for the Southern Development). The extent and layout of the space will similarly require detailed approval but will include demountable play equipment.
- 2.26. The restricted access space and where appropriate the wider Podium will also be used to host a series of community events throughout the year. Appendix C to the Planning Statement provides a provisional schedule of events, which has been drawn up in conjunction with the Club's various partners. The corresponding Head of Term in the Planning Committee resolution states:

"THFC will provide and fund a minimum of 6 community/cultural events a year on the public open space for 6 years from the completion of the 1st Phase of development and notwithstanding this at least 12 events per year for 6 years from the completion of the stadium. The types of events to be agreed by the Foundation and the LBH."

- 2.27. By no later than 1 December of the preceding year, the Club shall provide the Council with its proposed programme of community activities for the following calendar year. The programme shall include and identify the six community/cultural events required by its planning obligation. The programme shall also include provision for an average of no less than 40 hours per week of sporting activities. The Council shall approve or provide comments on the draft programme within three weeks of receipt. Thereafter, the Club shall implement the programme of activities and provide the Council with no less than one week's notice of any minor variations to the programme (significant variations will be submitted for specific approval).

Accessibility

- 2.28. Access during community/cultural and sporting events will be dependent upon the nature of the programmed event.

Management and Maintenance

- 2.29. The restricted space within the Podium will be managed by the Tottenham Hotspur Foundation ("THF"). It will be the THF that will be responsible for the production of the programme of events and their implementation on an annual basis.
- 2.30. On match days, it will be the Club's responsibility to manage the Podium in accordance with the provisions of the LAMP. It will also be the Club's responsibility to manage the wider Podium space on non-match days. It will be the Management Company's responsibility to ensure the security of the Podium through a series of measures either required by planning condition or provisions in the LAMP. The Club will similarly need to agree an appropriate maintenance regime for the Management Company with the Council for the Podium.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

THE COMMON SEAL OF
THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY
was affixed by Order :

)
)
)



45143

Authorised officer: *M. D. Connor*
ad

THE COMMON SEAL OF **TRANSPORT FOR
LONDON** was hereunto affixed in the
presence of

)
)
)

D. Babelwell



3334

Authorised Signatory

EXECUTED AS A DEED by **STARDARE
LIMITED** acting by a Director
In the presence of :

)
)
)

[Signature]

Director:

Signature of witness *[Signature]*

Name *THADDEUS Kyan*

Address *87 CHANCERY LANE,
LONDON*

EXECUTED AS A DEED by **STAR
FURNISHING COMPANY LIMITED**
acting by a Director
In the presence of :

)
)
)
)



Director:

Signature of witness 

Name *THADDEUS RYAN*

Address *87 CHANCERY LANE
LONDON*

EXECUTED AS A DEED by **TOTTENHAM
HOTSPUR FOOTBALL & ATHLETIC CO
LIMITED** acting by a Director
In the presence of :

)
)
)
)



Director:

Signature of witness 

Name *THADDEUS RYAN*

Address *87 CHANCERY LANE,
LONDON*

EXECUTED AS A DEED by **PAXTON ROAD
LIMITED** acting by a Director
In the presence of :

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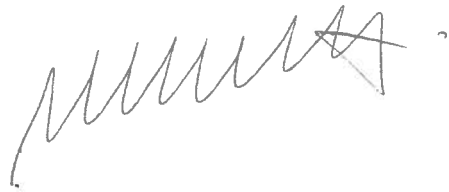
Director:

Signature of witness 

Name *THADDEUS RYAN*

Address *87 CHANCERY LANE
LONDON*

EXECUTED AS A DEED by **WHITE HART**)
LANE STADIUM LIMITED acting by a Director)
In the presence of :



Director:

Signature of witness 

Name **THADDEUS RYAN**

Address **87 CHANCERY LANE**
LONDON

EXECUTED AS A DEED by **TOTTENHAM**)
HOTSPUR LIMITED acting by a Director)
In the presence of :



Director:

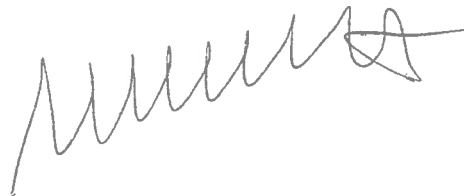
Signature of witness 

Name **THADDEUS RYAN**

Address **87 CHANCERY LANE**
LONDON

EXECUTED AS A DEED by TOTTENHAM
HOTSPUR FINANCE COMPANY LIMITED
acting by a Director
In the presence of :

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Director:

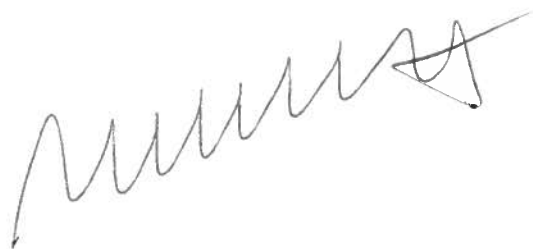
Signature of witness 

Name THADDEUS RYAN

Address 87 CHANCERY LANE
LONDON

EXECUTED AS A DEED by TOTTENHAM
HOTSPUR PROPERTY COMPANY LIMITED
acting by a Director
In the presence of :

)
)
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)



Director:

Signature of witness 

Name THADDEUS RYAN

Address 87 CHANCERY LANE
LONDON