

THIRD SCHEDULE

Draft Planning Permission

Mr Richard Serra
Savills (L&P) Ltd
City Point
29 King Street
Leeds
LS1 2HL

On behalf of
Mr Paul Phillips
Tottenham Hotspur Property Company Ltd
Bill Nicholson Way
748 High Road
London
N17 0AL

Planning Application Reference No. HGY/2010/1000

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER 1995 (AS AMENDED)

NOTICE OF PLANNING PERMISSION

Location: **Tottenham Hotspur Stadium, Bill Nicholson Way, 748 High Road N17**

Proposal: **Demolition and comprehensive redevelopment of a stadium (Class D2) with hotel (Class C1), retail (Class A1 and/or A2 and/or A3 and/or A4 and/or A5), museum (Class D1) offices (Class B1) and housing (Class C3); together with associated facilities including the construction of new and altered roads, footways, public and private open spaces; landscaping and related works. Details of "appearance" and "scale" are reserved in relation to the proposed residential and hotel buildings**

In pursuance of their powers under the above Act, the London Borough of Haringey as Local Planning Authority hereby **PERMIT** the above development in accordance with the application dated 27/05/2010 and drawing numbers:

Masterplan Drawings: 0429/A610/Rev 00, 0429/A611/Rev 00, 0429/A600/Rev 00

Stadium Drawings: 06226/110B, 06226/111B, 06226/112A, 06226/113A, 06226/114A, 06226/115A, 06226/116A, 06226/117A, 06226/118A, 06226/120B, 06226/200B, 06226/212A, 06226/210B, 06226/211A, 06226/201A, 06226/213A, 06226/214A, 06226/220B, 06226/221A, 06226/300B, 06226/301A, 06226/310B, 06226/311A, 06226/312A, 06226/313B, 06226/320B, 06226/321A, 06226/322A, 06226/323A, 06226/324A

The Northern Development (Supermarket): N2020 Rev 03, N2021 Rev 00, N2022 Rev 00, N2023 Rev 00, N2024 Rev 00, N2210 Rev 01, N2211 Rev 01, N3010 Rev 00, N3011 Rev 00, N3110 Rev 01, N3111 Rev 01, 119, 219

Outline Plans for Residential and Hotel: A700, A701, A702, A703, A704, A705, A706, A707

Southern Terrace Drawings: 102, 107, 119, 130, 131, 132, 133, 134, 135, 136, 137, 138, 140, 141, 142, 143, 144, 145, 146, 147, 148, 150, 152, 153, 154, 155, 156, 157, 158, 207, 219, 230, 231, 232, 233, 234, 235, 236, 237, 241, 240, 238, 242, 243, 244, 245, 246, 247, 248, 250, 252, 253, 254, 255, 256, 257, 258

Public Realm Drawings: TOWN446(08)5001, TOWN446(08)5002, TOWN446(08)5003, TOWN446(08)5004, TOWN446(08)5005, TOWN446(08)5006, TOWN446(08)5007, TOWN446(08)5008, TOWN446(08)1002, TOWN446(08)1003, TOWN446(08)7001, TOWN446(08)7002

Highways Drawings: 023970/BHC-1016 Rev 02, 023970/BHC-1020 Rev 02, 023970/BHC-1021 Rev 02, 023970/BHC-1022 Rev 02, 023970/BHC-1023 Rev 02, 023970/BHC-1024 Rev 02, 023970/BHC-1025 Rev 02, 023970/BHC-1026 Rev 02, 023970/BHC-1027 Rev 02, 023970/BHC-1028 Rev 02, 023970/BHC-1029 Rev 02, 023970/BHC-1030 Rev 02

3. In relation to the outline component (namely the residential block and the hotel block) application for the first reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this planning permission. That part of the development hereby permitted shall be begun either before the expiration of seven years from the date of this planning permission, or before the expiration of two years from the date of the approval of the last reserved matters application, whichever is the later.

Reason: This condition is imposed by virtue of Section 92 of the Town & Country Planning Act 1990 and to prevent the accumulation of unimplemented planning permissions.

4. No development authorised by this planning permission shall be commenced until an agreement under Section 106 of the Town and Country Planning Act 1990 substantially in the same terms as the Section 106 Agreement which binds the land has been entered into by all of the relevant parties and completed in relation to the relevant area of land.

Reason: This condition is imposed by virtue of Section 92 of the Town & Country Planning Act 1990 and to prevent the accumulation of unimplemented planning permissions. Housing and Hotel

5. The residential development hereby permitted shall not exceed 200 separate dwelling units, whether flats or houses.

Reason: To ensure a comprehensive and sustainable development in order to control the overall density levels within the development in accordance with the London Borough of Haringey's Housing SPD adopted October 2008.

6. At least 10% of the dwellings shall be capable of being converted for wheelchair access and 100% of the dwellings shall be built to meet Lifetime Homes standards, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In order to ensure adequate accessibility for disabled and mobility impaired throughout their lifetime in accordance with policy HSG1 of London Borough of Haringey's Unitary Development Plan 2006.

7. Applications for the Reserved Matters approval in respect of the hotel and housing elements shall be accompanied by an Environmental Sustainability Plan. The Environmental Sustainability Plan shall demonstrate:

- (a) how the proposed building design(s) realise(s) opportunities to include design and technology energy efficiency measures;
- (b) the reduction in carbon emissions achieved through these building design and technology energy efficiency measures, compared with the emissions permitted under the national Building Regulations prevailing at the time the application(s) for approval of reserved matters are submitted;
- (c) the specification for any green and/or brown roofs;
- (d) how energy shall be supplied to the building(s), highlighting;
 - i. how the building(s) relate(s) to the sitewide strategy for district heating incorporating trigeneration from distributed combined heat and power;
 - ii. how the building(s) relate(s) to the strategy for using biofuel boilers to supplement the energy supplied through district heating systems;
 - iii. the assessment of the cost effectiveness and reliability of the supply chain for biofuels;
 - iv. any other measures to incorporate renewables.
- (e) how the proposed building(s) have been designed to achieve a BREEAM and/or Eco homes rating of "very good" (or an equivalent assessment method and rating) or better;
- (f) The incorporation of bird boxes, bat roosts and other wildlife features on buildings.

Reason: To ensure a comprehensive and sustainable development and to achieve good design through the development in accordance with the Environmental Impact Assessment, in accordance with policies G1, UD1, UD2, and ENV2, of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

SEE SCHEDULE OF CONDITIONS ATTACHED

Paul Smith
Head of Development Management
Planning and Regeneration

- NOTE:
1. Attention is particularly drawn to the schedule AP1 attached to the notice which sets out the rights of Applicants who are aggrieved by the decisions of the Local Planning Authority.
 2. This decision does not purport to convey any approval or consent which may be required under the Building Regulations 1991, any byelaws or any enactment other than the Town and Country Planning Act 1990.

HGY/2010/1000

The following conditions have been applied to this consent and these conditions must be complied with:

1. The housing and hotel elements of the scheme are granted in OUTLINE, in accordance with the provisions of Regulations 3 & 4 of the Town & Country Planning (General Development Procedure) 1995 and before any development is commenced, the approval of the Local Planning Authority shall be obtained to the following reserved matters, namely: b) external appearance and c) scale.

Reason: This condition is imposed by virtue of Section 92 of the Town & Country Planning Act 1990 and to prevent the accumulation of unimplemented planning permissions.

2. The part of the development where full details are approved by this planning application, namely the 'Northern Development', 'the Stadium' and 'the Southern Development' (see plan A600 Rev 00), shall begin as follows:

- a. The Northern Development shall commence within three years of the date of this planning permission;
- b. The Stadium shall commence within five years of the date of this planning permission; and
- c. The Southern Development (excluding those elements that are approved in outline only (namely the residential block and the hotel block) shall commence within seven years of the date of this planning permission.

Reason: This condition is imposed by virtue of Section 92 of the Town & Country Planning Act 1990 and to prevent the accumulation of unimplemented planning permissions.

8. Unless otherwise approved in writing by the local planning authority the floorspace approved as part of Reserved Matter approvals pursuant to this permission and provided for use as a hotel shall include no more than 150 bedrooms in total

Reason: The development is the subject of an Environmental Impact Assessment and any change to the development from the particulars assessed as above might have an impact which has not been identified and assessed. The requirements of this condition are to ensure a comprehensive and sustainable development, and to achieve integration, regeneration and good design, and accordance with the assessment and conclusions of the Environmental Impact Assessment, in accordance with policies AC2, UD6 and HSG10 of the London Borough of Haringey Unitary Development Plan (UDP) 2006. Historic Environment

9. Before any works or development commence on the retained Heritage assets 746,748,750, Tottenham High Road, the following details in respect of each of the retained buildings shall be submitted to and approved in writing by the local planning authority:

- a. samples of all external materials comprising wall facing materials and cladding, window glass, door and window frames, decorative features, rainwater goods and paving
- b. elevational drawings, plans, roof plans, and sections at 1:100 scale of all the buildings, sample elevations and sections at 1:20 scale of bays, windows and doors, balconies, parapets and eaves
- c. drawings at 1:1 scale of sectional profiles of the window and door frames, cornices, string courses and other decorative mouldings
- d. detailed drawings of any roof mounted plant and equipment and screening measures
- e. details of the architectural treatment of the northern and eastern elevations of the Old White Hart Public House (No. 750)

Reason: To ensure a high quality development to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006

10. The repair and renovation of the retained Heritage assets 746,748,750, Tottenham High Road shall be completed in accordance with a schedule of works contained within the Section 106 Agreement, and to the written satisfaction of the local Planning authority before any major event takes place in the new stadium.

Reason: To ensure a high quality development to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

11. No development shall take place until the applicant has secured the implementation of a programme of archaeological work, in accordance with a written scheme of investigation has been submitted by the applicant and approved by the Local Planning Authority.

Reason: To ensure the proper investigation and recording of archaeological sites within the Borough, in accordance with CSV8. Informative: The development of this site is likely to damage archaeological remains. The applicant should therefore submit detailed proposals in the form of an archaeological project design. The design should be in accordance with the appropriate English Heritage guidelines.

12. No works of demolition within the conservation area should take place until detailed drawings at an appropriate scale of the new entrance porch of the stadium, barriers, landscape scheme, steps, ironwork, public art, materials, and balustrades have been submitted and approved by the Council as local planning authority.

Reason: To ensure a high quality development to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV4 CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

13. Prior to the opening of the supermarket, the applicant shall submit to the Council as local planning authority for approval detailed drawings at an appropriate scale (elevations 1:20, plans 1:50) of the rear boundary works to the northern terrace, showing materials, and access arrangements.

Reason: To preserve the setting and appearance of the listed buildings, and to ensure a high quality development to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV4 CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

14. Before any development in relation to the stadium commences, detailed drawings at 1:20 of the landscape and boundary treatment for the forecourt of No. 744 High Road (Warmington House) shall be submitted to the Council as local planning authority for approval. The landscape and boundary treatment shall be carried out in accordance with the approved details.

Reason: To preserve the setting and appearance of the listed buildings, and to ensure a high quality development to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV4 CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006. Materials and Design

15. Full details of the development, including samples of all materials to be used for the external surfaces of each phase of the development as set out in the agreed phasing plan included in the section 106 agreement shall be submitted to, and approved in writing by, the Local Planning Authority before any development is commenced on that phase. Samples shall include sample panels, glazing and a roofing material sample combined with a schedule of the exact product references.

Reason: To ensure a comprehensive and sustainable development and to achieve good design throughout the development, in accordance with policies UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

16. All approved materials shall be erected in the form of a samples board to be retained on site throughout the works period for the phase concerned and the relevant parts of the works shall not be carried out otherwise than in accordance with the approved details.

Reason: To ensure a comprehensive and sustainable development and to achieve good design throughout the development, in accordance with policies UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006. Stadium and Major Event Conditions

17. The number of single day major non - association football events per annum (including music concerts) shall be no more than 4 of which no more than 1 shall be on Sunday and no more than 1 on a Bank Holiday (where a major event is a single day event attended by 10,000 visitors or more).

Reason: In order to protect the surrounding residential properties from noise pollution in accordance with policy ENV6 of the London Borough of Haringey Unitary Development Plan 2006

18. No major event shall take place in the stadium outside the hours of 09:00 (09:00am) and 24:00 (12:00am) unless otherwise agreed in writing by the Council as Local Planning Authority.

Reason: In order to protect the surrounding residential properties from noise pollution in accordance with policy ENV6 of the London Borough of Haringey Unitary Development Plan 2006

19. Notwithstanding what is shown on the submitted drawings, details of the setdown and pickup facilities for disabled people using the stadium facilities shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of each phase of the development. Such agreed details are to be implemented and maintained to the satisfaction of the Local Planning Authority.

Reason: In order to ensure well designed and adequate accessibility for disabled and mobility impaired in accordance with the principles of good design set out in policy UD3 of the London Borough of Haringey Unitary Development Plan 2006

20. At least 28 days prior to any amplified music event utilising the auditorium, the owner shall submit for approval by the Local Planning Authority a detailed feasibility study examining the likely propagation of music noise from the proposed event. The study shall have full reference to the guidance of 'The Noise Council's Code of Practice on Environmental Noise Control at Concerts' or subsequent alternative guidance.

Reason: In order to protect the surrounding residential properties from noise pollution in accordance with policy ENV6 of the London Borough of Haringey Unitary Development Plan 2006

21. External screens with associated sound system shall not be used inside or outside at the stadium without the prior permission of the Local Planning Authority in writing.

Reason: In order to protect the surrounding residential properties from noise pollution in accordance with policy ENV6 of the London Borough of Haringey Unitary Development Plan 2006

22. For the music concert events hereby permitted, amplified sound from concerts within the stadium must be controlled in accordance with guidance provided by The Noise Council's Code of Practice on Environmental Noise Control at Concerts.

Reason: In order to protect the surrounding residential properties from noise pollution in accordance with policy ENV6 of the London Borough of Haringey Unitary Development Plan 2006

23. No event involving amplified sound, other than a public address system, shall take place or be operated on the podium or other location outside the stadium itself without the express written permission of the Local Planning Authority.

Reason: In order to protect the surrounding residential properties from noise pollution in accordance with policy ENV6 of the London Borough of Haringey Unitary Development Plan 2006 CCTV and Security Lighting:

24. Prior to the commencement of each phase of the development a scheme showing full details for the following for the phase concerned shall be submitted to and approved in writing by the Local Planning Authority.

- a) CCTV;
- b) Security lighting

Reason: In order to ensure that the proposed development achieves the safer places attributes as detailed by Planning Policy Statement 1: Safer Places: The Planning System & Crime Prevention and to prevent crime and create safer, sustainable communities in accordance with policy UD4 of the London Borough of Haringey Unitary Development Plan 2006.

25. Prior to the commencement of development on any phase an external lighting strategy for that phase of the development shall be submitted to and approved in writing by the Local Planning Authority. The details of the external lighting for each phase shall be in accordance with the approved strategy.

Reason: In order to ensure that the proposed development achieves the safer places attributes as detailed by Planning Policy Statement 1: Safer Places: The Planning System & Crime Prevention and to prevent crime and create safer, sustainable communities in accordance with policy UD4 of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

26. The applicant shall submit within 2 years of commencing phase 1 of the development a fully detailed design strategy for any signage to be displayed on any part of the remainder of the site.

Reason: To achieve good design throughout the development, in accordance with policies UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

27. Precise details of all signage for each phase of the development as shown on the drawings approved in relation to this planning permission.

Reason: to achieve good design throughout the development, in accordance with policies UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

28. Prior to the commencement of development full details of a scheme for the provision of hoardings around the site during the construction period including details of design, height, materials and lighting shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the works and unless otherwise agreed in writing by the Local Planning Authority. The development shall be carried out only in accordance with the scheme as approved. Agreed phasing plan shall be submitted and approved in writing by the Local Planning Authority before any signage for that phase is displayed. The signage details shall be in accordance with approved signage strategy.

Reason: In order to protect the amenity of the locality and to ensure a comprehensive and sustainable development and to achieve good design throughout the development, in accordance with policy UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

29. The applicant shall submit within 2 years of commencing phase 1 of the development, a programme for commencing and completing the planting and laying out of the approved landscaping scheme and the detailed scheme(s) shall be carried out only in accordance with the approved programme.

Reason: To ensure a comprehensive and sustainable development, to ensure good design and to ensure that the landscaping is carried out within a reasonable period in accordance with the Environmental Impact Assessment, and in accordance with policies UD3 and UD4 of the London Borough of Haringey Unitary Development Plan (UDP) 2006

30. Within 2 years of commencing each phase of the development, the applicant shall submit a landscape maintenance scheme for each phase of the development which shall be approved in writing by the local planning authority. Any trees or areas of planting which, following completion of the relevant phase of landscaping, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure a comprehensive and sustainable development, to ensure good design, to ensure that the landscaping is secured in accordance with the Environmental Impact Assessment, in accordance with policies UD3 and UD4 of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

31. Prior to the commencement of each phase of the development details of the arrangements for storage and collection of refuse for the each phase of the development hereby approved, including location, design, screening, operation and the provision of facilities for the storage of recyclable materials shall be submitted to and approved in writing by the Local Planning Authority and the development shall be carried out only in accordance with the details so approved and shall be permanently retained thereafter.

Reason: To ensure good design, to safeguard the amenity of the area and ensure that the development is sustainable and has adequate facilities, in accordance with the Environmental Impact Assessment, in accordance with policies UD3, UD4 and ENV13 of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

32. Unless otherwise agreed in writing by the Local Planning Authority, the car parking provision within the development shall not exceed the following car parking spaces: 401 for the supermarket, 40 for the hotel, 319 for the stadium and 121 for the residential.

Reason: In order to ensure the appropriate levels of car parking in the scheme are not exceeded in accordance with policies M3, and M5 of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

33. Prior to the commencement of each phase of the development the applicant must submit for approval a detailed cycle parking layout for each phase of the development. All works shall be carried out in accordance with the approved drawings for each phase of the development.

Reason: In order to ensure that well designed safe and appropriate levels of cycle parking in the scheme are provided in accordance with policies M3, M5 and UD4 of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

34. A minimum of 23 disabled car parking spaces shall be provided in the supermarket car park.

Reason: In order to ensure well designed and adequate parking for disabled and mobility impaired in accordance with policies UD3, M3 and M5 of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

35. No staff, with the exception Blue Badge holders, are permitted to use the supermarket car park between the hours of 8:00am and 19:00pm Monday to Saturday.

Reason: In order to ensure the appropriate levels of car parking in the scheme are not exceeded in accordance with policies M3, and M5 of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

36. Unless otherwise agreed in writing by the Local Planning Authority, within each part of the site, as specified in the agreed S106 phasing plan, no preparatory or development ground works in that part of the site shall commence until a full site investigation, history, details of previous and present usage, risk assessment and details of any remediation required have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure a comprehensive and sustainable development in accordance with the Environmental Impact Assessment, and in accordance with policies ENV7 and ENV11 of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

37. Unless otherwise agreed in writing by the Local Planning Authority, within each part of the site, as specified in the agreed S106 phasing plan, no development shall commence in that part of the site until a Ground Contamination, Soil Remediation and Disposal Strategy supported by site history has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure a comprehensive and sustainable development in accordance with the Environmental Impact Assessment, and in accordance with policies ENV7 and ENV11 of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

38. Unless otherwise agreed in writing by the Local Planning Authority, within each part of the site, as specified in the agreed S106 phasing plan, no development shall commence until details of site drainage works including an Impact Study of existing Sewerage infrastructure, suitable connection point of foul water drainage system and details of surface water discharge for that part of the site have been submitted to and approved by, the Local Planning Authority in consultation with the Sewerage undertaker.

Reason: To ensure a comprehensive and sustainable development and to enhance and protect the water environment in accordance with the Environmental Impact Assessment, and policies ENV2, ENV4, ENV5 and ENV7 of the London Borough of Haringey Unitary Development Plan 2006.

39. Unless otherwise agreed in writing by the Local Planning Authority, within each part of the site as specified in the agreed S106 phasing plan, no development shall be commenced on any phase until a Water Supply Impact Study for that phase, including full details of anticipated water flow rates, and detailed site plans have been submitted to, and approved in writing by the Local Planning Authority (in consultation with Thames Water).

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand in accordance with policy ENV3 of the London Borough of Haringey Unitary Development Plan 2006.

40. No demolition, construction or building works shall be carried out except between the hours of 0800 and 1800 hours Monday to Friday or before 0800 and 1200 hours on Saturday and not at all on Sundays or bank holidays unless written approval from the Local Planning Authority has been obtained prior to works taking place.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties in accordance with the Environmental Impact Assessment and policy ENV6 of the London Borough of Haringey Unitary Development Plan 2006.

41. Lorries delivering plant or materials during the construction phase of the development will only use designated routes agreed in writing in advance with the Local Planning Authority.

Reason: To minimise the impact of lorry traffic in local residential roads in accordance with the Environmental Impact Assessment and policy ENV6 of the London Borough of Haringey Unitary Development Plan 2006.

42. Vehicles may arrive, depart, be loaded or unloaded during the construction phase of the development within the general area of the application site only between 0700 hours and 1800 hours Monday to Friday and 0800 hours and 1200 hours on Saturday and not at all on Sunday or Bank Holidays except with the prior written approval of the Local Planning Authority.

Reason: In order to ensure that the proposed development does not prejudice the free flow of traffic or the conditions of general safety along the neighbouring highway or effect the amenity of local residents in accordance with the Environmental Impact Assessment and policy ENV6 of the London Borough of Haringey Unitary Development Plan 2006.

43. Within each part of the site, as specified in the agreed S106 phasing plan, details of a scheme for monitoring and mitigating noise and dust emissions for all plant and processes shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the works.

Reason: In order to protect the amenities of the locality in accordance with the Environmental Impact Assessment and policies ENV6 and ENV7 of the London Borough of Haringey Unitary Development Plan 2006.

44. Within each part of the site as specified within the agreed S106 phasing plan, no development shall be commenced unless a Construction and Environmental Management Plan has been submitted to and approved in writing by the Local Planning Authority prior to the commencement of the works within that part of the site. The Plan shall include details of the arrangements for the temporary use and/or management (as appropriate) of those parts of the sites awaiting redevelopment. The development shall be carried out in accordance with the approved plan unless otherwise agreed in writing by the Local Planning Authority.

Reason: In order to protect the amenities of the locality in accordance with the Environmental Impact Assessment and policies ENV6 and ENV7 of the London Borough of Haringey Unitary Development Plan 2006.

45. Within each part of the site as specified within the agreed S106 phasing plan, details of the scheme for the surface water drainage works including the provision of a Sustainable Urban Drainage System shall be submitted to and approved by the Local Planning Authority prior to the commencement of works within that part of the site.

Reason: In order to ensure the satisfactory surface water drainage of the site in accordance with the Environmental Impact Assessment and policies UD4, ENV1 and ENV2 of the London Borough of Haringey Unitary Development Plan 2006.

46. The surface water drainage details shall include that petrol/oil interceptors shall be fitted in all car parking/washing/repair facilities.

Reason: In order to prevent the pollution of the surface water drainage system in accordance with the Environmental Impact Assessment and policies UD4, ENV1, ENV2 and ENV7 of the London Borough of Haringey Unitary Development Plan 2006.

47. Unless otherwise agreed in writing by the Local Planning Authority, full details of a site wide ecology management strategy and associated pollution prevention strategy shall be submitted to and approved by the Local Planning Authority prior to the commencement of the development.

Reason: In order to ensure that the proposed development maximise the ecological potential of the site and prevents pollution of the environment prior to the commencement of development in accordance with the Environmental Impact Assessment and policies ENV7 and OS11 of the London Borough of Haringey Unitary Development Plan 2006.

48. Prior to the commencement of development of the site full details of a Japanese Knotweed eradication programme shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to ensure the eradication of Japanese Knotweed from the site.

49. Unless otherwise agreed in writing by the Local Planning Authority prior to the commencement of development, full details of an Environmental Design and Management Strategy shall be submitted to and approved in writing by the Local Planning Authority and unless otherwise agreed in writing by the Local Planning Authority the development shall be carried out only in accordance with the Strategy as approved.

Reason: In order to ensure the efficient use of resources and reduce the impact of the proposed development on the environment in accordance with policy G1 of the London Borough of Haringey Unitary Development Plan 2006.

50. At 1 metre outside the windows of any neighbouring habitable rooms the level of noise from plant and machinery shall be at all times at least 5 decibels below the existing background noise levels, expressed in dB (A) at such locations. Where the noise from plant and machinery is tonal in character the differences in these levels shall be at least 10dB (A).

Reason: In order to protect the amenities of the locality in accordance with the Environmental Impact Assessment and policy ENV6 of the London Borough of Haringey Unitary Development Plan 2006.

57. The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA). Ref: BDRP0001, Version 6, Final, May 2010 and the following mitigation measures detailed within the FRA:

- i. Reducing the surface water runoff from the site by at least 50% for all storm events up to and including the 1 in 100 year critical storm, taking into account the effects of climate change. The peak discharge must not exceed 150/l/s/ha.
- ii. Provision of storage on site to attenuate all flood events up to and including the 1 in 100 year event, taking into account the effects of climate change.
- iii. Identification and provision of safe route(s) into and out of the site to an appropriate safe haven.

Reason: 1. To prevent flooding by ensuring the satisfactory storage and disposal of the surface water from the site.

2. To ensure safe access and egress from and to the site.

3. To reduce the impact of flooding on the proposed development and future occupants and site users.

4. Development shall not begin until a detailed surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the local planning authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall include:

The use of SUDS techniques including Rainwater Harvesting, Green Roofs and Permeable Paving in order to achieve the required surface water discharge rate and associated attenuation.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and ensure future maintenance of these.

58. Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:

1. A preliminary risk assessment which has identified:
 - o All previous uses
 - o Potential contaminants associated with those uses
 - o A conceptual model of the site indicating sources, pathways and receptors
 - o Potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
3. The site investigation results and detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Reason: To ensure that the risks to the health and welfare of future occupiers and to the environment are mitigated or eliminated to acceptable standards.

59. If, during development, contamination not previously identified is found to be present at the site then no further development (unless agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unsuspected contamination shall be dealt with.

Reason: To ensure protection of controlled waters.

60. Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. Any changes to these components require the express consent of the local planning authority. The scheme shall be implemented as approved.

Reason: To ensure protection of controlled waters.

61. A minimum footpath width of 4.5m shall be maintained between the building line of the supermarket and the kerb line to the carriageway on Northumberland Park along the entire supermarket frontage to Northumberland Park, unless otherwise agreed in writing by the Local Planning Authority,

Reason: To ensure safe pedestrian circulation space along the food store frontage.

62. Deliveries to the supermarket shall only take place between the hours of 5.00am and 11.00pm on any day. In addition to implementing the noise mitigation measures described in the approved Environmental Statement, Servicing Route A via the junction of Tottenham High Road (A1010) and Northumberland Park (as identified in Figure 4.1, Volume 8 of the approved Transport Assessment) shall be utilised unless otherwise agreed in writing by the Local Planning Authority."

Reason: To protect residential amenity.

63. The Supermarket hereby approved must encourage the use of local shopping facilities by allowing local shoppers to stay in the car park for up to 3 hours.

Reason: In order to sustain the regeneration of Tottenham High Road and protect the viability of local shops in accordance with policies M3 and M4 of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

INFORMATIVE: All design details shall be prepared and submitted by the architects who prepared the applications or other such architects of comparable skill and experience as the Council may agree

INFORMATIVE: The applicant is requested to consider the inclusion of a foyer scheme either within the development or in the local area.

REASONS FOR APPROVAL

The proposed development is in general accordance with the policy requirements of the London Borough of Haringey Unitary Development Plan (UDP) 2006, namely G2 'Development and Urban Design', G3 'Housing Supply', UD2 'Sustainable Design and Construction', UD3 'General Principles', UD4 'Quality Design', UD6 'Mixed Use Developments', UD9 'Locations for Tall Buildings', HSG1 'New Housing Developments', HSG4 'Affordable Housing', HSG7 'Housing for Special Needs', HSG10 'Dwelling Mix', AC3 'Tottenham High Road Regeneration Corridor', M2 'Public Transport Network', M3 'New Development Location and Accessibility', M5 'Protection, Improvements and Creation of Pedestrian and Cycle Routes', M9 'Car- Free Residential Developments', M10 'Parking for Development', CSV1 'Development in Conservation Areas', CSV2 'Listed Buildings', CSV3 'Locally Listed Buildings and Designated Sites of Industrial Heritage Interest', CSV6 'Demolition of Listed Buildings', CSV7 'Demolition in Conservation Areas', EMP1 'Defined Employment Areas - Regeneration Areas', EMP2 'Defined Employment Areas -

51. Technical specification details of the mechanical plant to be installed within the plant areas shown on the submitted floor plans approved, together with an accompanying acoustic report shall be submitted to and approved by the local planning authority prior to installation of this plant. The plant shall not be operated other than in complete accordance with such measures as may be approved.

Reason: In order to protect the amenities of the locality in accordance with the Environmental Impact Assessment and policy ENV6 of the London Borough of Haringey Unitary Development Plan 2006. 15. Amenity Conditions

52. Unless otherwise agreed in writing by the Local Planning Authority no commercial roof top facilities shall be in use between the hours of 2300 - 0700 hours any day of the week.

Reason: In order to protect the amenities of the locality in accordance with the Environmental Impact Assessment and policies ENV6 and ENV7 of the London Borough of Haringey Unitary Development Plan 2006.

53. Any restaurant (A3), public house and wine bar (A4) or takeaway (A5) uses hereby permitted shall not be operated before 0800 or after 2400 hours on any day of the week.

Reason: In order to ensure that the proposed development does not prejudice the amenities of the future occupiers of the development in accordance with policy TCR5 of the London Borough of Haringey Unitary Development Plan 2006.

54. Prior to construction of the Stadium further investigations shall be undertaken and approved in writing by the Local Planning Authority of the impact of the construction works on the television reception in the local area:

- (a) In particular the 'shadow flicker' on existing and future residential occupants within nearby buildings; and
- (b) the impact of operating cranes on local television and radio reception, microwave and other telecommunications links and radar signals.

Reason: To ensure the development can be undertaken without impact on television and/or radio reception to protect residential amenity and in accordance with the assessment and conclusions of the Environmental Impact Assessment, in accordance with policy UD11 of the London Borough of Haringey Unitary Development Plan 2006

55. Full details of the location and appearance of the CHP flues, including height, design, location and siting shall be submitted and approved in writing by the Council before work on the CHP commences.

Reason: To ensure a comprehensive and sustainable development and to achieve good design through the development in accordance with the Environmental Impact Assessment, in accordance with policies UD3, UD4 and ENV7 of the London Borough of Haringey Unitary Development Plan (UDP) 2006.

56. With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of Ground Water. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required.

Reason: To ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage systems

Industrial Locations', EMP3 'Defined Employment Areas – Employment Locations', EMP4 'Non Employment Generating Uses', EMP5 'Promoting Employment Uses', ENV1 'Flood Protection: Protection of the Floodplain and Urban Washlands', ENV2 'Surface Water Runoff', ENV4 'Enhancing and Protecting the Water Environment' ENV5 'Works Affecting Watercourses', ENV6 'Noise Pollution', ENV7 Air, Water and Light Pollution', ENV9 'Mitigating Climate Change: Energy Efficiency', ENV10 'Mitigating Climate Change: Renewable Energy', ENV11 'Contaminated Land', ENV13 'Sustainable Waste Management' and CLT4 'Hotels, Boarding Houses and Guest Houses'.

Paul Smith
Head of Development Management
Planning and Regeneration

DRAFT

Mr Richard Serra
Savills (L&P) Ltd
City Point
29 King Street
Leeds
LS1 2HL

On behalf of
Mr Paul Phillips
Tottenham Hotspur Property Company Ltd
Bill Nicholson Way
748 High Road
London
N17 0AL

Planning Application Reference No. HGY/2010/1001

**TOWN AND COUNTRY PLANNING ACT 1990
PLANNING (LISTED BUILDING AND CONSERVATION AREAS) ACT 1990
NOTICE OF CONSERVATION AREA CONSENT**

Location: Tottenham Hotspur Stadium, Bill Nicholson Way, 748 High Road N17

Proposal: Conservation Area Consent for demolition of 734-740, 742, 744a, 752a, 752b, 752c, 754-766, 768-772, 776 and 778-788, 806a, 806b High Road, N17, Paxton Hall, Paxton Road, N17, 2-6 Northumberland Park, N17 and any other buildings and structures within the curtilage of these buildings on land bordered by Northumberland Park N17 to the North, High Road N17 to the West, Park Lane N17 to the South and Worcester Avenue N17 to the East within the North Tottenham Conservation Area in conjunction with the comprehensive redevelopment of adjoining land for a stadium with hotel, retail, museum, offices and housing, together with associated facilities including the construction of new and altered roads, footways, public and private open spaces, landscaping and related works

In pursuance of their powers under the above Acts, Haringey Council as Local Planning Authority hereby **GRANTS CONSENT** for the above development in accordance with the application received on 27/05/2010 and drawing numbers:

Masterplan Drawings: 0429/A610/Rev 00, 0429/A611/Rev 00, 0429/A600/Rev 00

0429/A613 Rev 00, 0429/A101 Rev 00

SEE SCHEDULE OF CONDITIONS ATTACHED

**Paul Smith
Head of Development Management North
Planning and Regeneration**

- NOTES:**
1. Attention is particularly drawn to the schedule AP1 attached to this notice, which sets out the rights of applicants who are aggrieved by the decisions of the Local Planning Authority.
 2. This decision does not purport to convey any approval or consent which may be required under the Building Regulations 1991, any Byelaws or any enactment other than the Town and Country Planning Act 1990.

REASONS FOR APPROVAL

The proposed development is in general accordance with the policy requirements of the London Borough of Haringey Unitary Development Plan (UDP) 2006, namely G2 'Development and Urban Design', G3 'Housing Supply', UD2 'Sustainable Design and Construction', UD3 'General Principles', UD4 'Quality Design', UD6 'Mixed Use Developments', UD9 'Locations for Tall Buildings', HSG1 'New Housing Developments', HSG4 'Affordable Housing', HSG7 'Housing for Special Needs', HSG10 'Dwelling Mix', AC3 'Tottenham High Road Regeneration Corridor', M2 'Public Transport Network', M3 'New Development Location and Accessibility', M5 'Protection, Improvements and Creation of Pedestrian and Cycle Routes', M9 'Car- Free Residential Developments', M10 'Parking for Development', CSV1 'Development in Conservation Areas', CSV2 'Listed Buildings', CSV3 'Locally Listed Buildings and Designated Sites of Industrial Heritage Interest', CSV6 'Demolition of Listed Buildings', CSV7 'Demolition in Conservation Areas', EMP1 'Defined Employment Areas – Regeneration Areas', EMP2 'Defined Employment Areas – Industrial Locations', EMP3 'Defined Employment Areas – Employment Locations', EMP4 'Non Employment Generating Uses', EMP5 'Promoting Employment Uses', ENV1 'Flood Protection: Protection of the Floodplain and Urban Washlands', ENV2 'Surface Water Runoff', ENV4 'Enhancing and Protecting the Water Environment', ENV5 'Works Affecting Watercourses', ENV6 'Noise Pollution', ENV7 'Air, Water and Light Pollution', ENV9 'Mitigating Climate Change: Energy Efficiency', ENV10 'Mitigating Climate Change: Renewable Energy', ENV11 'Contaminated Land', ENV13 'Sustainable Waste Management' and CLT4 'Hotels, Boarding Houses and Guest Houses'.

Paul Smith
Head of Development Management North
Planning and Regeneration

SCHEDULE OF CONDITIONS FOR DECISION REFERENCE No. HGY/2010/1001

The following conditions have been applied to this consent and these conditions must be complied with:

1. No works of demolition shall take place until detailed drawings at an appropriate scale of the new entrance porch, barriers, landscape scheme, steps, ironwork, showing surfaces, public art, materials, and balustrades are submitted for approval by the Council as local planning authority.

Reason: To ensure a high quality development to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

2. Prior to the opening of the supermarket, the applicant shall submit to the Council as local planning authority for approval detailed drawings at an appropriate scale (elevations 1:20, plans 1:50) of the rear boundary works to the northern terrace, showing materials, and access arrangements.

Reason: To preserve the setting and appearance of the listed buildings, and to ensure a high quality development to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV4 CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006

3. The applicant shall submit for approval a programme of building recording and analysis by a person or body approved by the Council as local planning authority for the locally listed buildings and those buildings considered to make a positive contribution to the conservation area proposed for demolition. This should be executed to fulfil the requirements of Level 2 as specified in English Heritage's guidance 'Understanding Historic Buildings' (2006).

4. All evidence should be deposited within the Local History Library at Bruce Castle and any original architectural features should be offered to the Brooking Collection.

Reason: In order to create a historic record of the heritage assets and make them available for educational purposes in accordance with PPS5 policy HE12.3.

5. No development shall take place until the applicant has secured the implementation of a programme of archaeological work, in accordance with a written scheme of investigation has been submitted by the applicant and approved by the Local Planning Authority.

Reason: To ensure the proper investigation and recording of archaeological sites within the Borough, in accordance with CSV8 of the London Borough of Haringey Unitary Development Plan 2006.

INFORMATIVE: The development of this site is likely to damage archaeological remains. The applicant should therefore submit detailed proposals in the form of an archaeological project design. The design should be in accordance with the appropriate English Heritage guidelines.

Mr Richard Serra
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LS1 2HL

On behalf of
Mr Paul Phillips
Tottenham Hotspur Property Company Ltd
Bill Nicholson Way
748 High Road
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N17 0AP

Planning Application Reference No. HGY/2010/1002

**TOWN AND COUNTRY PLANNING ACT 1990
PLANNING (LISTED BUILDING AND CONSERVATION AREAS) ACT 1990
NOTICE OF LISTED BUILDING CONSENT**

Location: Warmington House, 744 High Road N17

Proposal: Listed Building Consent for internal and external alterations of Warmington House and part demolition to remove later additions

In pursuance of their powers under the above Acts, Haringey Council as Local Planning Authority hereby **GRANTS CONSENT** for the above development in accordance with the application received on 27/05/2010 and drawing numbers:

Masterplan Drawings: 0429/A610/Rev 00, 0429/A611/Rev 00, 0429/A600/Rev 00

Warmington House: 102, 107, 217, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 202, 202C, 207, 208, 208C, 209, 209C, 202, 221, 229, 222, 223, 224, 225, 226, 227, 228

SEE SCHEDULE OF CONDITIONS ATTACHED

Paul Smith
Head of Development Management
Planning and Regeneration

- NOTES:
1. Attention is particularly drawn to the schedule AP1 attached to this notice, which sets out the rights of applicants who are aggrieved by the decisions of the Local Planning Authority.
 2. This decision does not purport to convey any approval or consent which may be required under the Building Regulations 1991, any Byelaws or any enactment other than the Town and Country Planning Act 1990.

SCHEDULE OF CONDITIONS FOR DECISION REFERENCE No. HGY/2010/1002

The following conditions have been applied to this consent and these conditions must be complied with:

1. The works of demolition or alteration by way of partial demolition hereby approved shall not be commenced before contract(s) for the carrying out of the completion of the entire scheme of works for which consent is hereby granted, including the works contract, have been made and evidence of such contract(s) has been submitted to and accepted in writing by the Council as local planning authority.

Reason: To ensure a high quality development to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

2. No new plumbing, pipes, soilstacks, flues, vents or ductwork shall be fixed on the external faces of the building unless shown on the drawings hereby approved.

3. No new grilles, security alarms, lighting, cameras or other appurtenances shall be fixed on the external faces of the building unless shown on the drawings hereby approved.

4. All new external and internal works and finishes and works of making good to the retained fabric, shall match the existing adjacent work with regard to the methods used and to material, colour, texture and profile, unless shown otherwise on the drawings or other documentation hereby approved or required by any condition(s) attached to this consent.

5. The new facing brickwork shall match the existing brickwork adjacent in respect of colour, texture, face bond and pointing, unless shown otherwise on the drawings or other documentation hereby approved or required by any condition(s) attached to this consent.

6. The new joinery work shall match the existing joinery work adjacent in respect of materials, dimensions and profiles, unless shown otherwise on the drawings or other documentation hereby approved or required by any condition(s) attached to this consent.

Reason: To preserve the special character and appearance of the listed building, and to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

7. Details in respect of the following shall be submitted to and approved in writing by the Council as local planning authority in consultation with English Heritage before the relevant work is begun. The relevant work shall be carried out in accordance with such approved details:

- a. Detailed plans (1:50) elevations and sections of the front boundary treatment and garden landscaping, showing materials, level changes and access arrangements.
- b. Detailed sections and plans (1:20) showing access arrangements and alterations to the existing kitchen, required as part of DDA compliance.
- c. Detailed plans and sections (1:50/1:20) of the rear stepped access showing materials, handrail details, and entrance details
- d. Door schedule and salvage strategy showing where existing doors are to be refurbished/upgraded/replaced.
- e. Details of proposed services showing position, type, method of installation of all new and relocated services and related fixtures wherever installations are to be visible, or where ducts or other methods of concealment are proposed.
- f. Sample panels of all new facing brickwork (incl. boundary treatment) showing the proposed brick types, colour, texture, bond and pointing shall be provided on site and the specification approved before the relevant parts of the work are begun. The approved sample panels shall be retained on site until the work is completed and has been approved.

Reason: To preserve the special character and appearance of the listed building, and to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

8. No cleaning of masonry, other than a gentle surface clean using a nebulous water spray, is authorised by this consent without prior approval of details. Proposals shall be submitted to and approved by the Council as local planning authority before the work is begun and the work shall be carried out in accordance with such approved proposals.

Reason: To preserve the special character and appearance of the listed building, and to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

INFORMATIVE: Listed Building Consent may be required for cleaning operations to listed buildings.

INFORMATIVE: Drawing Numbers 202, 202c, 208, 208c, 209, 209c, 217 are not approved in this permission. Revised landscape proposals are to be submitted in accordance with the attached condition and in accordance with the submitted Northumberland Development Project High Road Frontage Study by Townshend Landscape Architects/KSS.

REASONS FOR APPROVAL

The proposed development is in general accordance with the policy requirements of the London Borough of Haringey Unitary Development Plan (UDP) 2006, namely G2 'Development and Urban Design', G3 'Housing Supply', UD2 'Sustainable Design and Construction', UD3 'General Principles', UD4 'Quality Design', UD6 'Mixed Use Developments', UD9 'Locations for Tall Buildings', HSG1 'New Housing Developments', HSG4 'Affordable Housing', HSG7 'Housing for Special Needs', HSG10 'Dwelling Mix', AC3 'Tottenham High Road Regeneration Corridor', M2 'Public Transport Network', M3 'New Development Location and Accessibility', M5 'Protection, Improvements and Creation of Pedestrian and Cycle Routes', M9 'Car- Free Residential Developments', M10 'Parking for Development', CSV1 'Development in Conservation Areas', CSV2 'Listed Buildings', CSV3 'Locally Listed Buildings and Designated Sites of Industrial Heritage Interest', CSV6 'Demolition of Listed Buildings', CSV7 'Demolition in Conservation Areas', EMP1 'Defined Employment Areas – Regeneration Areas', EMP2 'Defined Employment Areas – Industrial Locations', EMP3 'Defined Employment Areas – Employment Locations', EMP4 'Non Employment Generating Uses', EMP5 'Promoting Employment Uses', ENV1 'Flood Protection: Protection of the Floodplain and Urban Washlands', ENV2 'Surface Water Runoff', ENV4 'Enhancing and Protecting the Water Environment', ENV5 'Works Affecting Watercourses', ENV6 'Noise Pollution', ENV7 'Air, Water and Light Pollution', ENV9 'Mitigating Climate Change: Energy Efficiency', ENV10 'Mitigating Climate Change: Renewable Energy', ENV11 'Contaminated Land', ENV13 'Sustainable Waste Management' and CLT4 'Hotels, Boarding Houses and Guest Houses'.

Paul Smith
Head of Development Management
Planning and Regeneration

Director of Urban Environment Niall Bolger

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LS1 2HL

On behalf of
Mr Paul Phillips
Tottenham Hotspur Property Company Ltd
Bill Nicholson Way
748 High Road
London
N17 0AP

Planning Application Reference No. **HGY/2010/1003**

**TOWN AND COUNTRY PLANNING ACT 1990
PLANNING (LISTED BUILDING AND CONSERVATION AREAS) ACT 1990
NOTICE OF LISTED BUILDING CONSENT**

Location: Fletcher House, 774 High Road N17

Proposal: Listed Building Consent for demolition of Fletcher House in conjunction with the comprehensive redevelopment of adjoining land for a stadium with hotel, retail, museum, offices and housing, together with associated facilities including the construction of new and altered roads, footways, public and private open spaces, landscaping and related works

In pursuance of their powers under the above Acts, Haringey Council as Local Planning Authority hereby **GRANTS CONSENT** for the above development in accordance with the application received on 27/05/2010 and drawing numbers:

Masterplan Drawings: 0429/A610/Rev 00, 0429/A611/Rev 00, 0429/A600/Rev 00

SEE SCHEDULE OF CONDITIONS ATTACHED

**Paul Smith
Head of Development Management
Planning and Regeneration**

- NOTES:**
1. Attention is particularly drawn to the schedule AP1 attached to this notice, which sets out the rights of applicants who are aggrieved by the decisions of the Local Planning Authority.
 2. This decision does not purport to convey any approval or consent which may be required under the Building Regulations 1991, any Byelaws or any enactment other than the Town and Country Planning Act 1990.

SCHEDULE OF CONDITIONS FOR DECISION REFERENCE No. HGY/2010/1003

Director of Urban Environment Niall Bolger

The following conditions have been applied to this consent and these conditions must be complied with:

1. The works of demolition hereby approved shall not be commenced before contract(s) for the carrying out of the works of redevelopment of the stadium, including the works contract, have been made and evidence of such contract(s) has been submitted to and accepted by the Council as local planning authority and planning permission has been granted for the redevelopment for which the contract(s) provide.

Reason: To ensure a high quality development to preserve and enhance the character and appearance of the North Tottenham Conservation Area in accordance with policies CSV1, CSV3, CSV5 AND CSV7, UD1, UD2, UD3 and UD4 of the London Borough of Haringey Unitary Development Plan 2006.

2. No works authorised by this consent shall take place until the applicant has implemented a programme of building recording and analysis by a person or body approved by the Council as local planning authority. The programme shall be in accordance with a written scheme which has been submitted by the applicant and approved by a local planning authority advised by English Heritage.

3. All evidence should be deposited within the Local History Library at Bruce Castle and any original architectural features should be offered to the Brooking Collection.

Reason: In order to create a record of the demolished listed building and to preserve its internal features and make them available for educational purposes in accordance with PPS5 policy HE12.3.

INFORMATIVE: English Heritage publishes guidance on good recording practice titled Understanding Historic Buildings (2006). This gives guidance on the details of, and appropriate levels of recording. Level 3 (analytical recording) would be appropriate for a building of national, but not special, architectural and/or historic importance.

REASONS FOR APPROVAL

The proposed development is in general accordance with the policy requirements of the London Borough of Haringey Unitary Development Plan (UDP) 2006, namely G2 'Development and Urban Design', G3 'Housing Supply', UD2 'Sustainable Design and Construction', UD3 'General Principles', UD4 'Quality Design', UD6 'Mixed Use Developments', UD9 'Locations for Tall Buildings', HSG1 'New Housing Developments', HSG4 'Affordable Housing', HSG7 'Housing for Special Needs', HSG10 'Dwelling Mix', AC3 'Tottenham High Road Regeneration Corridor', M2 'Public Transport Network', M3 'New Development Location and Accessibility', M5 'Protection, Improvements and Creation of Pedestrian and Cycle Routes', M9 'Car- Free Residential Developments', M10 'Parking for Development', CSV1 'Development in Conservation Areas', CSV2 'Listed Buildings', CSV3 'Locally Listed Buildings and Designated Sites of Industrial Heritage Interest', CSV6 'Demolition of Listed Buildings', CSV7 'Demolition in Conservation Areas', EMP1 'Defined Employment Areas – Regeneration Areas', EMP2 'Defined Employment Areas – Industrial Locations', EMP3 'Defined Employment Areas – Employment Locations', EMP4 'Non Employment Generating Uses', EMP5 'Promoting Employment Uses', ENV1 'Flood Protection: Protection of the Floodplain and Urban Washlands', ENV2 'Surface Water Runoff', ENV4 'Enhancing and Protecting the Water Environment', ENV5 'Works Affecting Watercourses', ENV6 'Noise Pollution', ENV7 'Air, Water and Light Pollution', ENV9 'Mitigating Climate Change: Energy Efficiency', ENV10 'Mitigating Climate Change: Renewable Energy', ENV11 'Contaminated Land', ENV13 'Sustainable Waste Management' and CLT4 'Hotels, Boarding Houses and Guest Houses'.

Paul Smith
Head of Development Management
Planning and Regeneration

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 to include the Supermarket and leisure accommodation to be used in association with Tottenham Hotspur FC with an indicative construction start date of Spring 2011 or thereafter;
 - 1.2.2. Phase Two shall be the Stadium, Podium, museum and additional retail space with an indicative construction start date of July 2012 or thereafter;
 - 1.2.3. Phase Three shall be the Southern Development to include the Residential Development, offices, and Hotel Development with an indicative construction start date of September 2015 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.

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 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 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 and a Non-Event Day Travel Plan relating to the Northern Development 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 Non-Event Day 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. THE COMMUNITY OPEN SPACE PROJECTS FUND

- 5.1. Within 3 months of Occupation of the Northern Development to procure that the Foundation will agree and commit to a series of community open space projects in the Northumberland Park Ward (with the details, the programme and the costs of such projects to be agreed between the Foundation and the Council).
- 5.2. Within 12 months of Occupation of the Northern Development to procure that the Foundation will contribute to the community open space projects agreed in accordance with paragraph 5.1 up to a maximum cost to the Foundation of £50,000 (excluding Foundation Staff and accommodation costs)
- 5.3. In the event that the Foundation does not comply with the requirements of paragraph 5.1 within 12 months of the Occupation of the Northern Development to pay the Community Open Space

Projects Fund to the Council (less the amount of any funding previously delivered by the Foundation in accordance with paragraph 5.2).

6. THE COMMUNITY INCLUSION AND COHESION CONTRIBUTION

- 6.1. Upon Commencement of the Northern Development to procure that the Foundation will agree with the Council, in consultation with the MP for the Tottenham constituency, a programme of community development inclusion and cohesion projects (together with the details and costs of such projects) to be delivered in the 3 years following Occupation of the Northern Development.
- 6.2. For 3 years following Occupation of the Northern Development to procure that the Foundation will deliver and/or fund the programme of community development inclusion and cohesion projects agreed pursuant to paragraph 6.1.
- 6.3. For the avoidance of doubt the maximum cost to the Foundation in complying with the obligations in paragraph 6.2 shall be a total of £200,000 but will be in addition to existing average expenditure of £258,000 a year by the Foundation on similar projects between 2008 and 2010 which will be maintained during those 3 years and £100,000 of funding shall be made available in the first 12 months following occupation of the Northern Development.
- 6.4. In the event that the Foundation does not comply with the requirements of paragraph 6.2 within 3 years of the Occupation of the Northern Development to pay the Community Inclusion and Cohesion Contribution to the Council (less the amount of any funding previously delivered by the Foundation in accordance with paragraph 6.2).

7. SUSTAINABILITY

- 7.1. That the completed Northern Development will achieve a "Very Good" rating pursuant to the BRE Environmental Assessment Method (or equivalent).
- 7.2. To procure that prior to the first Major Event at the Completed Stadium the Northern Development will be connected to the CCHP Facility such that all the energy requirements of the Northern Development can be met by that connection.

8. PARKING FOR ELECTRIC VEHICLES

- 8.1. 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.

9. BUSINESS RELOCATION STRATEGY

- 9.1. To use reasonable endeavours from the date of this Deed to relocate existing businesses from within the Site to suitable alternative locations until such time as all the businesses have been relocated and to provide monthly reports to the Council in respect of the progress of such relocations.

10. EMPLOYMENT AND SKILLS

- 10.1. From the Commencement of Development, to:

10.1.1 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;

10.1.2 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;

10.1.3 commit to employing a minimum of 10 individuals (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);

10.1.4 commit to employing a minimum of 50 individuals per annum over a minimum of 6 years who, for the 6 months immediately prior to employment, have lived in the Tottenham Area;

10.1.5 in addition to paras 10.1.3 and 10.1.4, work with the Council to implement measures that aim to secure 80% of the new jobs within the Development (during construction and following occupation) are made available in the first instance to residents of the Borough and to agree with the Council a mechanism for advertising such jobs;

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

10.2. Upon the Commencement of Development to pay or procure that the Foundation pays :

10.2.1. the Job Brokerage Contribution to the Council (with £100,000 to be paid upon Commencement of Development and £100,000 18 months later) to support a job brokerage scheme for 3 years from Commencement of Development targeted to residents in the Tottenham Area and the Upper Edmonton ward in the London Borough of Enfield and the Council will consult with the Foundation and LBE on the details of the scheme and give full consideration to the views of the Foundation and LBE;

10.2.2. £100,000 to the Council to support the Council's Families into Work Programme (with the Council to consult with the Foundation on detailed measures (giving full consideration to the views of the Foundation) including working jointly with the Developer and Owner to assist with its obligations in paragraph 10.1.3 and 10.1.4) targeted to residents of Northumberland Park Ward in Tottenham;

10.2.3. the first payment of £50,000 of the Social Enterprise Contribution (with a second payment of £50,000 to be made 12 months later) to assess the viability, establish and support the operation of a social enterprise company with a target date of operation (subject to viability) of 31 January 2014 to promote and deliver employment skills training and job brokerage in the Tottenham Area and the social enterprise company may be established as a joint initiative of the Council and the Foundation subject to agreement.

10.3. For the avoidance of doubt, if it is agreed between the Council and the Foundation that the Foundation is the appropriate organisation to procure directly the job brokerage and/or 'Families into Work' measures, then it can be agreed between the Council and the Foundation that the appropriate payments under 10.2.1 and 10.2.2 to the Council will not be made and the Foundation will use those sums to fund the agreed measures directly.

11. INWARD INVESTMENT AND BUSINESS SUPPORT

11.1. Upon Commencement of Development:

11.1.1 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;

11.1.2 to pay to the Council the sum of £20,000 (Twenty Thousand Pounds) being the first instalment of the Inward Investment Contribution and thereafter upon the 12 month and 24 month anniversaries of Commencement of Development to pay to the Council two further instalments each of £20,000 (Twenty Thousand Pounds);

- 11.1.3 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;
 - 11.1.4 hold four 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;
 - 11.1.5 to agree with the Council a specification of the work to be commissioned by jointly selected consultants to advise on and prepare (either as a standalone document in full or as elements within a separately produced and agreed overall framework) the Tottenham Investment and Delivery Plan with the aim of promoting new residential and commercial development together with supporting infrastructure and public realm improvements in the Tottenham Area;
 - 11.1.6 to make up to £400,000 available (to be used in full or in tranches over a period of up to 2 years) following Commencement of Development to support the work in paragraph 11.1.5 and which, as may be agreed with the Council, will be used to commission this work directly or to fund the Council to commission the agreed work with half of this contribution to be focused on appropriate projects within a half mile radius of the Completed Stadium and the whole of the Northumberland Park Ward.
- 11.2. 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).
- 11.3. 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.
- 11.4. The Council covenants to consult with the Owner and Developer on the use to be made of the contributions paid under para 11.1.2 prior to entering into any spending commitments.

12. REGENERATION CONTRIBUTION

- 12.1 Upon Commencement of Development to pay to the Council the sum of £25,000 [Twenty Five Thousand Pounds] being the first instalment of the Regeneration Contribution and thereafter for

the next 6 years upon the 12 month anniversary of Commencement of Development to pay to the Council six further instalments each of £25,000 [Twenty Five Thousand Pounds].

13. CONSIDERATE CONTRACTORS SCHEME

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

14. S106 MONITORING

- 14.1 Upon Commencement of Development to pay the Council the S106 Monitoring Contribution.

15. ANNUAL MONITORING CONTRIBUTION

- 15.1 Upon Commencement of Development to pay the Annual Monitoring Contribution, and each following year for two consecutive years on the anniversary of that date.

16. COMMUNITY HEALTH

- 16.1 Upon Commencement of Development to use best endeavours to use buildings in the Owner's ownership on the High Road to support the development and improvement of local health services including holding quarterly meetings with NHS London and the Primary Care Trust (or the appropriate successor body) for 2 years from the Commencement of Development and offering them priority in the letting of any available floorspace within those buildings.

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 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.

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. TH covenants 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. TRANSPORT CONTRIBUTIONS

- 8.1. Prior to Commencement of the Stadium Development to pay to the Council the:

8.1.1. the NPSW Costs;

8.1.2. the Northumberland Park Bridge Contribution.

- 8.2. The Council may in writing direct the Developer and/or the Owner to make the payments in paragraph 8.1 directly to Network Rail, and receipt by the Council of written confirmation of payment from Network Rail in accordance with such direction will discharge the obligations under paragraph 8.1.

- 8.3. The Council covenants that where it makes no direction under paragraph 8.2, the contributions referred to in paragraph 8.1 above will be passed to Network Rail within 14 days of receipt.

9. LOCAL AREA MANAGEMENT PLAN (LAMP)

- 9.1. 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").
- 9.2. That the Interim and the Completed Stadium shall not be used for a Major Event otherwise than in accordance with the Approved LAMP.
- 9.3. 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.

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

- 10.1. 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").
- 10.2. To complete the Podium and Public Access Area prior to the first Major Event at the Completed Stadium.
- 10.3. 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.
- 10.4. 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).

- 10.5. 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.
- 10.6. 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.
- 10.7. To be responsible for the management and maintenance of the Podium, in accordance with the Approved Public Access Management Plan.
- 10.8. 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 6 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.
- 10.9. 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 emergency services the Metropolitan Police of causing danger to life or limb.
- 10.10. 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.

11. SUSTAINABILITY

- 11.1. To install the CCHP Facility prior to the first Major Event to be held at the Completed Stadium.
- 11.2. To maintain the CCHP Facility for the lifetime of the Development.
- 11.3. Prior to the first Major Event to be held at the Completed Stadium to offer a connection of sufficient capacity to the CCHP Facility to Northumberland Park Community School such that the School can meet, at the School's discretion, all of its electricity and/or hot water requirements.

11.4. In the event that Northumberland Park Community School accepts the offer of connection to the CCHP Facility to provide a connection to the CCHP Facility (provided that the Owner and Developer shall only be obliged to provide at their cost a connection to the boundary of the Site) within 12 months of the date of acceptance.

11.5. Subject to para. 11.4 to procure that Northumberland Park Community School is supplied with electricity and/or hot water from the CCHP Facility on no less favourable terms than any other occupier of the Development.

11.6. 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).

12. ENERGY STUDIES AND USE OF RENEWABLE ENERGY

12.1. From the date of Commencement of the Stadium Development to prepare and submit to the Council an annual report which outlines energy consumption and prices and investigates opportunities to use renewable sources in the CCHP Facility.

12.2. Within 12 months of the start of operation of the CCHP Facility to prepare and submit to the Council the Decentralised Energy Study.

12.3. To use reasonable endeavours to replace the gas fired CHP (forming part of the CCHP Facility) with a renewable energy source at the earliest practicable time subject always to the commercial viability of the Development.

13. EDUCATIONAL AND COMMUNITY VISITS

13.1. 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.

14. ANNUAL MONITORING CONTRIBUTION

14.1. Upon Letting of the Stadium Contract to pay the Annual Monitoring Contribution to the Council for seven consecutive years,

15. STOPPING-UP COSTS

15.1. To indemnify the Council from and against all reasonable and proper liability, loss, cost and/or expense arising out of or related to the stopping up of any highways or any TRO necessary to

enable the Development in accordance with the Planning Permission, including the reasonable and proper costs of any public inquiry arising out of the making of any such stopping up order 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).

- 15.2 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 8 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).

16. TELEVISION RECEPTION MITIGATION

- 16.1 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.

17. PARKING FOR ELECTRIC VEHICLES

- 17.1 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.

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 or Residential 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 each of the Hotel Development and Residential Development (in accordance with para. 1.2 of this Schedule).
- 1.2. Within 1 month of the letting of a construction contract for either the Hotel Development or Residential 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 (as applicable).
- 1.3. At the end of 3 months following the Commencement of the Residential Development or Hotel 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 and Residential Development.
- 1.4. 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.
- 1.5. 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.

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 will be connected to the CCHP Facility 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. AFFORDABLE HOUSING

- 3.1. As part of a reserved matters planning application for the Residential Development, to submit and re-submit as necessary the Market and Affordable Housing Details to the Council for approval.
- 3.2. To procure that not less than 50% of the Habitable Rooms forming part of the Residential Development shall be in Affordable Housing Units.
- 3.3. To procure that at least 25 of the Affordable Housing Units shall be 3 bed units and that at least 18 of the Affordable Housing Units shall be 4 bed units.
- 3.4. To procure that 70% of the Affordable Housing Units shall be Social Rented Units and 30% of the Affordable Housing Units shall be Intermediate Units.
- 3.5. To procure that common foyer entrance and exit areas and concierge services are provided to both the Market Housing Units and Affordable Housing Units.
- 3.6. To procure that all the Market Housing Units and Affordable Housing Units will accord with Lifetime Homes standards and the Mayor of London standards on internal space.
- 3.7. Not to Commence or permit Commencement of the Residential Development until the Market and Affordable Housing Details have been approved by the Council.
- 3.8. To procure the construction and occupation of the Residential Development in accordance with the approved Market and Affordable Housing Details.
- 3.9. To procure that no more than 25% of the Market Housing Units shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission

and made ready for residential occupation and written notification of such has been received by the Council.

- 3.10. To procure that no more than 50% of the Market Housing Units shall be Occupied until the Affordable Housing Units have been transferred to a Affordable Housing Provider.
- 3.11. Prior to the transfer of the Affordable Housing Units to a Affordable Housing Provider, to procure that the Affordable Housing Provider enters into an agreement with the Council regarding the nomination by the Council of tenants for the Affordable Housing Units available for rent and an agreement with the Council regarding the marketing to Haringey Key Workers and/or other priority groups of the Affordable Housing Units available for purchase (or a combination of purchase and rent).
- 3.12. From the date of practical completion of the Affordable Housing Units they shall not be used other than for Affordable Housing in accordance with a nominations agreement agreed with the Council as Local Housing Authority pursuant to paragraph 3.11 above save that this obligation shall not be binding on:
- (a) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees or any person claiming by title paramount to any Protected Tenant or any such person; or
 - (b) any Chargee provided that the Chargee shall have first complied with the Chargee's duty under paragraph 3.14 below; or
 - (c) any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to such purchaser or any person deriving title from such purchaser.
- 3.13. None of the Affordable Housing Units shall be Occupied until the Affordable Housing Units have been transferred to the Affordable Housing Provider on terms that accord with relevant Homes and Communities Agency funding requirements current at the date of acquisition of the Affordable Housing Units by the Affordable Housing Provider.
- 3.14. The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 3 months prior notice to the Council of its intention to dispose and;

- (a) in the event that the Council responds within 3 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer provided that after both

(i) practical completion of the Affordable Housing Units and

(j) all the Affordable Housing Units have been let for the first time

the Chargee shall only be required to transfer the Affordable Housing Units at a price which disregards paragraphs 3.2 to 3.4, 3.12, 3.13 and 3.15 of this part of this Schedule

- (b) if the Council does not serve its response to the notice served under paragraph 3.14(a) within the 3 months then the Chargee shall be entitled to dispose free of the restrictions set out in paragraphs 3.2 to 3.4, 3.12, 3.13 and 3.15 of this part of this Schedule which paragraphs shall cease to apply to the Affordable Housing Units
- (c) if the Council or any person cannot within 6 months of the date of receipt of the notice from the Chargee under paragraph 3.14 secure such transfer then provided that the Chargee shall have complied with its obligations under this paragraph the Chargee shall be entitled to dispose free of the restrictions set out in paragraphs 3.2 to 3.4, 3.12, 3.13 and 3.15 of this part of this Schedule which paragraphs shall cease to apply to the Affordable Housing Units

PROVIDED THAT at all times the rights and obligations in this paragraph shall not require the Chargee to act contrary to its rights and duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

- 3.15. To procure that a Affordable Housing Provider markets any Intermediate Units initially to the following people in order of priority such marketing to commence not less than six months prior to the date of Practical Completion and in respect of categories (i), (ii), (iii) and (iv) below to last for a period of not less than six months :

- i. Haringey Key Workers;
- ii. Tenants who are existing tenants of Homes for Haringey or of a Affordable Housing Provider within the Borough of Haringey immediately before taking a lease or tenancy of the Intermediate Housing;

iii. Clients on the Haringey Housing Register in the following order of priority :

1. Homeless households
2. Overcrowded households
3. Vulnerable households
4. Households that can demonstrate a local connection by having resided in the Borough of Haringey for a minimum period of 6 months;

iv. North London Sub-Region Key Workers; and

v. Any other persons who meet the Homes and Communities Agency eligibility criteria through the HomeBuy Agent as defined from time to time by the Homes and Communities Agency.

4. EDUCATION CONTRIBUTION

- 4.1. The Education Contribution shall be the greater of £1,200,000 or the amount calculated by applying the Council's Education Contribution SPG (or any successor in force at the time of submission of the reserved matters application for the Residential Development) to the net additional residential units created by the Residential Development (after deducting the 3 existing dwellings proposed to be demolished as part of the Development).
- 4.2. To pay to the Council the Education Contribution calculated under paragraph 4.1 (including the Education Contribution for Enfield) as a minimum sum prior to Commencement of the Residential Development in the Southern Development.
- 4.3. Not to commence or permit the Commencement of the Residential Development until the Education Contribution has been paid to the Council.
- 4.4. Upon receipt of the Education Contribution the Council covenants to pay to the London Borough of Enfield the sum of £107,000 (or such higher sum as may be agreed with the London Borough of Enfield at the time of the reserved matters planning application).

5. CAR CLUB

- 5.1. Prior to Occupation of the Residential Development (and subject to paragraph 5.4 below) dedicate and retain a number of car parking spaces (number to be agreed with 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.

- 5.2. 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 5.3 below.
- 5.3. 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.
- 5.4. 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 5.1 above without the written permission of the Head of Sustainable Transport.

6. PARKING FOR ELECTRIC VEHICLES

- 6.1 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.

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 6 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 Commencement of the Northern Development.
- 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.

5. THE CONSERVATION AREA HERITAGE STUDY AND HERITAGE CONTRIBUTION

- 5.1. Within 3 months of the Commencement of Development, to submit and re-submit as necessary for Council approval a specification and scope of the Conservation Area Heritage Study and to agree with the Council a list of appropriately qualified and experienced consultancy practices that will be invited to tender to undertake the Study.
- 5.2. Within 12 months of the Commencement of Development to liaise with the Council and to carry out and submit to the Council the Conservation Area Heritage Study in accordance with the approved study specification and scope in para. 5.1 of this Schedule.
- 5.3. For a period of 10 years from the Council's adoption of the Conservation Area Heritage Study the Council may request or may make a series of requests, for payment from the Heritage Contribution for works identified by the Council to buildings within the Specified Heritage Area, each supported by a reasonable estimate of the total costs and specification of the works.
- 5.4. The Developer and/or Owner shall pay 50% of the total cost of each request within 1 month of receipt of the estimate and subject to the total cumulative requested sum not exceeding the maximum sum of the Heritage Contribution.
- 5.5. If at the expiry of 10 years from the Council's adoption of the Conservation Area Heritage Study any balance remains unclaimed of the Heritage Contribution, the Owner and/or Developer shall pay that sum to the Council to fund building or public realm improvements in the Specified Heritage Area.

EIGHTH SCHEDULE

Contributions To TfL (Stadium Development)

1. Covenants given by the Developer in this schedule are covenants with TfL and with the Council.
2. TfL covenants with the Developer and the Council to use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of or mitigation of the effects of the Development as the Developer and TfL shall agree.
3. TfL covenants with the Developer that it will pay to the Developer such amount of any payment made by the Owner or Developer to TfL under Parts 2 and 3 of this Schedule which has not been committed to the purpose for which it was paid within five years of the date of receipt by TfL of such payment together with interest at the Co-operative Bank Plc base rate from time to time for the period from the date of payment to the date of refund.
4. TfL covenants with the Developer that it will pay to the Developer such amount of any payment made by the Owner or Developer to TfL under Part 1 of this Schedule which has not been committed to the purpose for which it was paid by 31 December 2026 together with interest on such an amount at the Co-operative Bank Plc base rate from time to time for the period from the date of payment to the date of refund.
5. TfL shall provide to the Developer such evidence as the Owner and Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this schedule.

PART 1 - The Tottenham Hale Station Improvement Scheme (THSIS)

6. The THSIS Feasibility Payment shall be adjusted in the same proportion as the percentage adjustment in the BIS Tender Price Index of Public Sector Building Non-Housing between the figure applicable on the fourth quarter of 2007 and the quarterly figure for that index for the quarter immediately preceding the date of payment.
7. The THSIS Cost Estimate and the THSIS Contribution shall be adjusted in the same proportion as the percentage adjustment in the BIS Tender Price Index of Public Sector Building Non-Housing between the figure applicable on the fourth quarter of 2007 and the quarterly figure for that index for the quarter immediately preceding the date of payment of the THSIS Contribution.

8. The Developer covenants not to Commence the Stadium Development until it has paid to TfL the THSIS Feasibility Payment.
9. TfL covenants to apply the THSIS Feasibility Payment to the development of the THSIS.
10. Subject to paragraph 11 TfL shall consult the Council and the Developer on the THSIS Proposal prior to the THSIS Proposal progressing to RIBA Stage E and shall have reasonable regard to any views expressed by the Council and the Developer provided that such views are expressed in writing within 28 days.
11. TfL shall not be required to consult the Council on the THSIS Proposal if it reasonably considers that planning permission will be required for the THSIS.
12. Subject to Paragraph 13 the Developer covenants to pay the THSIS Contribution to TfL on the later of the following dates:
 - 12.1 the date on which the Stadium Development Commences; or
 - 12.2 two months after the date on which the conditions set out in paragraph 13 have been met.
13. The Developer shall not be required to pay the THSIS Contribution unless and until :
 - 13.1 TfL has submitted the THSIS Proposal to the Developer in accordance with paragraph 10 and the THSIS Proposal includes provision for the Increased Gateline Capacity or the parties acting reasonably agree that the THSIS Proposal will provide a minimum 50% increase in gateline passenger flow capacity between London Underground level and street or London Underground/Network Rail level to street at Tottenham Hale Interchange Station and any dispute as to whether the THSIS Proposal achieves such provision shall be capable of being referred to determination in accordance with Clause 25;
 - 13.2 TfL has submitted the THSIS Proposal to the Developer in accordance with paragraph 10;
 - 13.3 TfL has provided to the Developer on an open book basis a full detailed breakdown of the THSIS Cost Estimate;
 - 13.4 TfL has provided to the Developer a funding statement demonstrating the funding that has been secured for THSIS from other parties and when such funding may reasonably be expected to be delivered; and
 - 13.5 TfL has provided the Developer with a detailed programme for implementation of THSIS.

14. The THSIS Contribution shall be calculated on the following basis
 - 14.1 Where the THSIS Cost Estimate is in excess of £19,999,999 the THSIS Contribution shall be £3,000,000 less the THSIS Feasibility Payment;
 - 14.2 Where the THSIS Cost Estimate is in excess of £14,999,999 but is lower than £20,000,000 the THSIS Contribution shall be £2,500,000 less the THSIS Feasibility Payment;
 - 14.3 Where the THSIS Cost Estimate is in excess of £9,999,999 but is lower than £15,000,000 the THSIS Contribution shall be £2,000,000 less the THSIS Feasibility Payment; and
 - 14.4 Where the THSIS Cost Estimate is lower than £10,000,000 the THSIS Contribution shall be £1,250,000 less the THSIS Feasibility Payment.
15. The Developer's liability to pay the THSIS Contribution will cease on 31 December 2020.
16. TfL covenants to apply to THSIS Contribution to the THSIS.
17. In the event that THSIS once completed does not provide the Increased Gateline Capacity (or otherwise provide a minimum 50% increase in gateline passenger flow capacity between London Underground level and street or London Underground/Network Rail and street as may be agreed or determined in accordance with paragraph 13.1) TfL covenants to repay the THSIS Contribution to the Developer.

PART 2: Cycle Superhighway Contribution

18. The Developer covenants to pay to TfL the TfL Superhighway Contribution prior to Commencement of Development of the Stadium Development.
19. TfL covenants to apply the TfL Superhighway Contribution to the TfL Superhighway Improvements.

PART 3: Strategic Pedestrian Improvements

20. The Developer covenants to pay to TfL the Strategic Pedestrian Contribution prior to Commencement of the Stadium Development.
21. TfL covenants to apply the Strategic Pedestrian Contributions to the Strategic Pedestrian Improvements.

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 the following terms :

1.2.1 a financial contribution of £442,000 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 the 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 value of £35,000.

TENTH SCHEDULE

Highways Works

Part 1 – General Provisions

1. The parties covenant as follows:
 - 1.1. 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.
 - 1.2. the Developer covenants to pay to the Council, in accordance with this Tenth Schedule, the sums specified herein in connection with the Highways Works for the Development.
 - 1.3. the Council covenants, on completion of each of the Northern Development Highways Works, the Lansdowne Road Off-Site Highways Works, the Stadium Development Highways Works, Bus Priority and Diversion Measures, the Northumberland Park S278 Works and the Southern Development Highways Works, to provide to the Developer a certificate (the "Certificate") specifying the sum (the "Certified Sum") expended by the Council in carrying out each of those Works.
 - 1.4. if the Certified Sum exceeds the sum paid by the Developer in connection with those Works under this Tenth Schedule, then the Developer covenants that it will within 28 days of the date of the Certificate pay to the Council the full amount of the difference between the sum paid and the Certified Sum, that is the shortfall.
 - 1.5. in the event that the Certified Sum is less than the sum paid by the Developer under this Tenth Schedule then the Council covenants within 28 days of the date of the Certificate to pay to the Developer the full amount of the difference between the sum paid and the Certified Sum, that is the surplus, and no interest will be deemed to arise on any sum overpaid.
2. 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.

4. 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.
5. 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.
6. 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.
7. The Developer 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.
8. The Surety indemnifies the Council against all losses damages costs and expenses arising from any breach of any one or more of the obligations of the Developer and/or the Owner under this Tenth Schedule.

9. In the event of any dispute or difference arising out of or relating to this Tenth Schedule it may be referred to the arbitration of a person to be agreed between the parties by one party giving notice to the other party and in the event of a failure to appoint an agreed arbitrator within 14 days of a party giving such notice the dispute or difference shall be referred to a person to be appointed by the President for the time being of the Institution of Civil Engineers on the written application of either party.
10. The Council will not be deemed to be in breach of any obligation under this Deed by any delay caused by referral of a dispute or difference referred to arbitration under paragraph 9 of this Schedule.

TENTH SCHEDULE

Highways Works

PART 2 – Northern Development

1. The parties covenant as follows:
 - 1.1. The Developer covenants upon completion of this Deed
 - 1.1.1. to pay to the Council the sum of **£54,440** in respect of the Council's costs relating to the detailed design of the Northern Development Highways Works; and
 - 1.1.2. to pay to the Council the sum of **£20,000** in respect of the Council's costs relating to the detailed design of the Lansdowne Road Off-Site Highways Works.
 - 1.2. Upon receipt of the payments under paragraphs 1.1.1 and 1.1.2 the Council covenants to progress the detailed design of the Northern Development Highways Works and Lansdowne Road Off-Site Highways Works to the value of those contributions.
 - 1.3. The Developer covenants to notify the Council in writing on the occurrence of the Northern Development Site Control Date.
 - 1.4. Within 14 days of the Northern Development Site Control Date the Developer covenants:
 - 1.4.1. to pay the Council the sum of £81,660 in respect of the Council's further costs relating to the detailed design of the Northern Development Highways Works;
 - 1.4.2. to pay the Council the sum of £30,000 in respect of the Council's further costs relating to the detailed design of the Lansdowne Road Off-Site Highways Works;
 - 1.5. The Developer covenants that upon the Letting of the Northern Development Contract and receipt of TfL Traffic Directorate Detailed Approval in respect of both the Northern Development Highways Works and Lansdowne Road Off-Site Highways Works :
 - 1.5.1. to pay to the Council the sum of **£1,224,900** in connection with the carrying out, co-ordination, management and supervision of the Northern Development Highways Works set out in the Annexure to this Part 2 of the Tenth Schedule;

- 1.5.2. to pay to the Council the sum of **£450,000** in connection with the carrying out, co-ordination, management and supervision of the Lansdowne Road Off-Site Highways Works set out in the Annexure to this Part 2 of the Tenth Schedule.
- 1.6. not to Occupy or cause or permit the Occupation of the Northern Development until such time as the Council has issued written notification to the Owner/Developer that the Northern Development Highways Works and the Lansdowne Road Off-Site Highways Works are substantially complete (such notification not to be unreasonably delayed or withheld), and any delay to the Agreed Timetable in the issuing of that notification caused by delay associated with the commissioning or operation to agreed signal timings of the traffic signal equipment is the responsibility of the Developer and the Council will not be liable for any such delay save that the Council will support the Developer in seeking to avoid any such delay with TfL Traffic Directorate Forward Planning Team.
2. As soon as practicable following the Northern Development Site Control Date 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:
- 2.1. a mutually acceptable date for the commencement of the Northern Development Highways Works and Lansdowne Road Off-site Highways Works ("the Agreed Start Date") and
- 2.2 a timetable for the progression of the Northern Development Highways Works and Lansdowne Road Off-site 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.

TENTH SCHEDULE

Highways Works

PART 2 ANNEXURE – Lists of Drawings & Estimates

Northern Development Highways Works

- 1.1. Drawing No. 1.1.A dated 21 October 2010
- 1.2. Detailed Cost Estimate for Phase 1 Cost based on Drawings BHC Series received on 01/06/10

Lansdowne Road Off-Site Highways Works

- 1.1. Drawing No. 1.1.A dated 27 October 2010