Dated 7th July 2015

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY

(2) TOTTENHAM HOTSPUR LIMITED and others

(2) TOTTENHAM HOTSPUR FINANCE COMPANY LIMITED

(3) TOTTENHAM HOTSPUR PROPERTY COMPANY LIMITED

Deed Pursuant to Section 106 of the Town and Country Planning Act 1990

In relation to:

Development of land bordered by Northumberland Park to the north, High Road to the west, Park Lane to the south and Worchester Avenue to the east

THIS DEED is made on 7th day of July 2015

BETWEEN

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

(2) **ALL THOSE PERSONS AND COMPANIES** listed in the First Schedule who hold interests in the Site referred to therein (collectively "the Owner")

(3) **TOTTENHAM HOTSPUR FINANCE COMPANY LIMITED** of Lilywhite House 782 High Road, London N17 0BX ("the Mortgagee")

(4) **TOTTENHAM HOTSPUR PROPERTY COMPANY LIMITED** of Lilywhite House 782 High Road, London N17 0BX ("the Developer")

Together "**the Parties**"

INTRODUCTION

i. On 20 September 2011 the Council and various parties entered into an agreement pursuant to Section 106 of the 1990 Act (and other statutory powers) in respect of land bordered by Northumberland Park to the north, High Road to the west Park Lane to the south and Worcester Avenue to the east ("the 2011 Agreement")

ii. On 29 March 2012 the parties to the 2011 Agreement entered into a revised agreement which cancelled and replaced the 2011 Agreement ("the 2012 Agreement")

iii. On 4 July 2012 the Council approved an application for a non-material amendment to the Planning Permission pursuant to Section 96A of the 1990 Act (reference HGY/2011/2200) to add a plans condition to the Planning Permission ("Condition 1")

iv. This Deed is entered into by the Parties in relation to the Stadium Development Site

v. The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Stadium Development Site is situated and is the local authority for the purposes of the Greater London Council (General Powers Act) 1974 and the Local Government Act 1972

vi. The Owner is the freehold and leasehold owner of the Stadium Development Site as set out in the First Schedule

vii. The Developer has submitted the Stadium Section 73 Application to the Council pursuant to Section 73 of the 1990 Act to vary Condition 1 and to vary and remove other conditions attached to the Planning Permission

viii. The Council having complied with all duties imposed on it by or under the 1990 Act and having had regard to the provisions to the provisions of the Council's Local Plan and the saved provisions of the London Borough of Haringey Unitary Development Plan and all other material considerations has resolved to enter into this Deed at the meeting of its Planning Sub-Committee on 22 June 2015 and following the execution of this Deed to grant the Stadium Section 73 Permission

ix. The covenants in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act

NOW THIS DEED WITNESSETH as follows:

1. **Definitions and Interpretation**

1.1. The words and expressions used herein shall have the same meanings as defined in the 2012 Agreement.

1.2. The following words and phrases shall unless the context otherwise requires bear the following meanings in this Deed:

"Stadium Section 73 Application"	The application submitted by the Developer pursuant to Section 73 of the 1990 Act for a variation of conditions attached to the Planning Permission given reference HGY/2015/0964
"Stadium Section 73 Permission"	The planning permission to be granted by the Council pursuant to the Stadium Section 73 Application substantially in the form of the draft set out in Schedule Three to this Deed

2. **Construction of this Deed**

2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.

2.7. The headings are for reference only and shall not affect construction.

3. **Legal Effect and Commencement**

3.1. This Deed is made pursuant to Section 106 of the 1990 Act and the obligations contained herein are planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority.

3.2. It is hereby agreed between the Parties that (save in respect of Clause 4 (Costs) and Clause 7 (Registration as a Local Land Charge) which shall take effect on the date of this Deed) the provisions of this Deed will not take effect unless and until the Council has granted the Stadium Section 73 Permission.

3.3. Notwithstanding clause 3.1 the covenants restrictions and obligations herein shall not be binding or enforceable against any statutory utility provider where such provider holds its interest in the Stadium Development Site as statutory utility provider for their operational purposes.

4. **Costs**

4.1. The Owner shall pay on completion of this Deed the Council's reasonable legal costs and disbursements incurred with the completion of this Deed.

5. **The Owner and Developer's Covenants**

5.1. The Owner and the Developer covenant with the Council as set out in the Second Schedule to this Deed.

6. **Council's Covenants**

6.1. The Council covenants to grant the Stadium Section 73 Permission as soon as reasonably practicable following completion of this Deed.

7. **Local Land Charge**

7.1. This Deed shall be registerable as a Local Land Charge.

8. **Liability**

8.1. No person shall be liable for any breach of any of the obligations or other provisions of this Deed after it shall have parted with its entire interest in the part of the Stadium Development Site in respect of which the breach relates but without prejudice to liability for any subsisting breach arising prior to it parting with such interest.

9. **Third Party Rights**

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

10. **Jurisdiction**

10.1. This Deed is governed and interpreted in accordance with the law of England and Wales.

11. **Delivery**

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

12. **Miscellaneous**

12.1. Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

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

12.3. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Stadium Section 73 Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to their implementation.

12.4. Nothing in this Deed shall prohibit or limit the right to develop any part of the Stadium Development Site in accordance with a planning permission (other than the Stadium Section 73 Permission granted (whether or not on appeal) after the date of this Deed.

12.5. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

13. **Mortgagee's Consent**

13.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the part of the Stadium Development Site over which the Mortgagee's charge subsists shall be bound by the obligations contained in this Deed Provided that the Mortgagee shall have no liability under this Deed unless they take possession over that part of the Stadium Development Site in which case it too will be bound by the obligations in respect of that part of the Stadium Development Site over which its charge subsists as if it were a person deriving title from the Owner.

SCHEDULE ONE

The Owner

Definitions and Interpretations

In this Schedule the following additional expressions shall also apply:

"the Owner" all those with a legal interest in the Stadium Development Site and/or Southern Development Site including the following:

- **Stardare Limited** (Registered Company No. 02208606) whose registered office is situated at Lilywhite House, 782 High Road, London N17 0BX;
- **Star Furnishing Company Limited** (Registered Company No. 0018090950) whose registered office is situated at Lilywhite House, 782 High Road, London N17 0BX;
- **Tottenham Hotspur Football & Athletic Co. Limited** (Registered Company No. 00057186) whose registered office is situated at Lilywhite House, 782 High Road, London N17 0BX;
- **Paxton Road Limited** (Registered Company No. 04418963) whose registered office is situated at Lilywhite House, 782 High Road, London N17 0BX;
- **Tottenham Hotspur Limited** (Registered Company No. 01706358) whose registered office is situated at Lilywhite House, 782 High Road, London N17 0BX;
- **White Hart Lane Stadium Limited** (Registered Company No. 04528703) whose registered office is situated at Lilywhite House, 782 High Road, London N17 0BX;

- **Meldene Limited** (Registered Company No. 07623351) whose registered office is situate at Lilywhite House, 782 High Road, London N17 0BX;

"the Plans"	the plans marked as "Plan 1" and "Plan 2" and appended to this Schedule
"the Red Land"	all that land and buildings shown for the purposes of identification only coloured red on the Plans registered at the Land Registry under title numbers Freehold: AGL203721 EGL199924 AGL167197 MX356070 MX247071 MX392937 AGL169783 EGL218642 NGL142590 MX225694 NGL18559 MX152644
"the Blue Land"	all that land and buildings shown for the purposes of identification only coloured blue on the Plans registered at the Land Registry under title numbers Freehold: NGL486903 MX136947 MX396927 EGL324284 NGL220451 EGL191646 MX347388 Leasehold: EGL180657
"the Pink Land"	all that land and buildings shown for the purposes of identification only coloured pink on the Plans registered at the Land Registry under title numbers Freehold: EGL317908

	Leasehold: AGL111955
"the Green Land"	all that land and buildings shown for the purposes of identification only coloured green on the Plan 1 registered at the Land Registry under title numbers NGL135683 NGL283309 NGL416664
"the Land Hatched Green"	all that land and buildings shown for the purposes of identification only coloured hatched green on the Plan 1 registered at the Land Registry under title number AGL111807 AGL110945
"the Land Cross-Hatched Green"	all that land and buildings shown for the purposes of identification only coloured cross-hatched green on the Plan 2 registered at the Land Registry under title number NGL348791
"the Land Hatched Black"	all that land and buildings shown for the purposes of identification only coloured hatched black on Plan 2 registered at the Land Registry under title numbers AGL171505 AGL115005 AGL111809
"the Yellow Land"	all that land and buildings shown for the purposes of identification only coloured yellow on the Plan 1 registered at the Land Registry under title numbers Freehold: MX279994 AGL92594

Whereas:

1. **Stardare Limited** is registered as the freehold owner of the Red Land shown on Plan 1.

2. **Star Furnishing Company Limited** is registered as the freehold owner of the Blue Land shown on Plan 1 and as the leasehold owner of the Blue Land shown on Plan 2.

3. **Tottenham Hotspur Football & Athletic Co. Limited** is registered as the leaseholder owner of the Land Hatched Black.

4. **Paxton Road Limited** is registered as the freehold owner of the Green Land shown on Plan 1 and as the leasehold owner of the Land Cross-Hatched Green shown on Plan 2.

5. **Tottenham Hotspur Limited** is registered as the freeholder owner of the Pink Land shown on Plan 1 and as the leasehold owner of the Pink Land (including the land coloured pink and cross-hatched green) shown on Plan 2.

6. **White Hart Lane Stadium Limited** is registered as the freehold owner of the Land Hatched Green.

7. **Meldene Limited** is registered as the freehold owner of the Yellow Land shown on Plan 1.


PLAN 1
Health and Safety Information
FREEHOLD KEY
Stardare Limited
Star Furnishing Company Limited
Paxton Road Limited
Tottenham Hotspur Plc
White Hart Lane Stadium Limited
Haringey Buildings Preservation Trust Limited - subject to conditional option Stardare Limited
The Mayor & Burgesses of The London Borough of Haringey.
GENERAL KEY
Stadium Development Site and Southern Development Site Boundary
SCALE
0m
20m
40m
60m
80m
100m
200m
PRELIMINARY
TOTTENHAM HOTSPUR FOOTBALL CLUB
NORTHUMBERLAND DEVELOPMENT PROJECT
PROPOSED STADIUM
SECTION 106 AGREEMENT
FREEHOLD
KSS
06226
450
OFFORD CL
WORCESTER AVENUE
NORTHUMBERLAND PARK
BENNETTS CLOSE
GIBSON ESTATE
HIGH ROAD
PAXTON ROAD
BROMLEY ROAD
LANCASTER CLOSE
PARK LANE
CHURCH ROAD
BILL NICHOLSON WAY
Northumberland Park Sports Centre
St Paul's and All Hallows' Infants School
Tottenham Hotspur Football Club
WINGATE TRADING ESTATE
Kathleen Ferrier Court
St Francis de Sales Church
MOSELLE
Ermine House
CHAPEL PLACE
PERCIVAL COURT
BRUNSWICK SQUARE
PEACOCK ESTATE
WILLIAM STREET
Coombes House
Concord House
Community Centre
Burleigh Court
Works
Garage
Library
Presby
Shelter
Job Centre
Surgery
Stand
Church


PLAN 2
Health and Safety information
LEASEHOLD KEY
Stardare Limited
Star Furnishing Company Limited
Paxton Road Limited
Tottenham Hotspur Plc
Tottenham Hotspur Football & Athletic Company Limited.
GENERAL KEY
Stadium Development Site and Southern Development Site Boundary
SCALE
0m
20m
40m
60m
80m
100m
200m
PRELIMINARY
TOTTENHAM HOTSPUR FOOTBALL CLUB
NORTHUMBERLAND DEVELOPMENT PROJECT
PROPOSED STADIUM
SECTION 106 AGREEMENT
LEASEHOLD INTERESTS
KSS
1:500
KT
06226
451
B
WORCESTER AVENUE
WORCESTER AVENUE
NORTHUMBERLAND PARK
OFFORD CL
Burleigh Court
Northumberland Park Sports Centre
St Paul's and All Hallows' Infants School
PAXTON ROAD
BROMLEY ROAD
LANCASTER CLOSE
PARK LANE
Concord House
Coombes House
Community Centre
WINGATE TRADING ESTATE
GIBSON ESTATE
BENNETTS CLOSE
Tottenham Hotspur Football Club
Paxton Hall (SA)
BILL NICHOLSON WAY
HIGH ROAD
CHURCH ROAD
St Francis de Sales Church
Kathleen Ferrie Court
MOSELLE PLACE
Ermine House
CHAPEL PLACE
PERCIVAL COURT
BRUNSWICK SQUARE
PEACOCK ESTATE
WILLIAM STREET
STREET
Works
Garage
Depot
Kingdom Hall
Government Office
Surgery
Job Centre
Shelter
Library
Presby
Bank
El Sub Sta

SCHEDULE TWO

1. The Owner and the Developer covenant as follows :

1.1. Not to implement or to permit the implementation of the Stadium Section 73 Permission other than in accordance with the obligations covenants and restrictions in relation to the Stadium Development Site in the 2012 Agreement as if the definitions of Development and Stadium Development in the 2012 Agreement were also taken to include development of the Stadium Development Site in accordance with the Stadium Section 73 Permission.

SCHEDULE THREE – Draft Decision Notice

Mr David Roach
DP9
100 Pall Mall
London
SW1Y 5NQ

On behalf of
Tottenham Hotspur Property Company Ltd
C/O Agent

Planning Application Reference No. **HGY/2015/0964**

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015

NOTICE OF PLANNING PERMISSION

Location: **Tottenham Hotspur Stadium, Bill Nicholson Way, 748 High Road N17 0AP**

Proposal: **Application under Section 73 of the Town and Country Planning Act 1990 for a minor material amendment to Planning Permission Reference HGY/2010/1000 granted on 21 September 2011 for:**

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.The minor material amendment being sought is a variation to Condition 1 (Approved Drawing Numbers) added by non-material amendment (Ref: HGY/2011/2200) to provide a new basement level beneath the approved stadium in order accommodate some of the already consented car parking spaces proposed at ground floor level, as well as plant and storage areas, and amendments to the consented ground floor layout to allow for extended player changing facilities, enhanced media facilities and other associated stadium uses. No changes are proposed to the external appearance or the height, scale and mass of the consented stadium. The application also proposes removal of conditions: 1, 3, 5, 6, 7, 8, 11, 12, 13, 14, 15, 19, 24, 25, 26, 27, 28, 29, 31, 33, 34, 35, 36, 37, 38, 39, 43, 44, 45, 47, 48, 49, 60, 61, 62 and 63 , and variations to conditions 2, 30, 54 and 58 of planning permission reference HGY/2010/1000.

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 09/04/2015 and drawing numbers:

Plans:

Supporting Documents:

Supporting Statement - DP9 April 2015, EIA Addendum (No.3) - April 2015, EIA Addendum (No.3) Non Technical Summary- March 2015 & EIA Addendum Appendixes

Director of Regeneration, Planning & Development **Lyn Garner**

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SEE SCHEDULE OF CONDITIONS ATTACHED

Emma Williamson
Head of Development Management
Planning Service

NOTE: 1. You can find advice in regard to your rights of appeal at: www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent

2. This notice relates solely to a planning decision and does not purport to convey any approval or consent which may be required under the Building Regulations or any other statutory purpose.

For more information about making a Building Regulations application, please contact Haringey Council Building Control Team by email building.control@haringey.gov.uk, telephone 020 8489 5504, or see our website at www.haringey.gov.uk/buildingcontrol.

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HGY/2015/0964

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

1. The 'Stadium' part of the development (see plan A600 Rev 00), shall commence within five years of the date of the original planning permission (HGY/2010/2011) 20.09.2010.

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. 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.

3. 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.

4. 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.

5. 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.

6. 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.

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7. 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.

8. 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.

9. 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.

10. 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.

11. Within 2 years of commencing phase 2 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

12. 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.

13. 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.

14. 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.

15. 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

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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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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

21. Prior to construction of the Stadium superstructure 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.

22. Full details of the location and appearance of the CHP flues, including height, design, location and sitting 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.

23. 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.

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

25. Prior to the commencement of phase 2 of the 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), a verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the 'Remedial Strategy Phase 2 (Central and Stadium) Area Design Note (07.11.2014) prepared by Buro Happold are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action shall be submitted to and approved, in writing, by the local planning authority.

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.

26. 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.

27. The development hereby authorised shall be carried out in accordance with the following approved plans and specifications:

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

Stadium Drawings:
4494-9041-Rev 05, 4494-9042-Rev 04, 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

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 Ream 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

Reason: In order to avoid doubt and in the interests of good planning.

INFORMATIVE:

In dealing with this application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our development plan comprising the London Plan 2011, the Haringey Local Plan 2013 and the saved policies of the Haringey Unitary Development Plan 2006 along with relevant SPD/SPG documents, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably. In addition, where appropriate, further guidance was offered to the applicant during the consideration of the application.

Emma Williamson
Head of Development Management
Planning Service

DRAFT

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

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



Authorised officer:

Executed as a Deed by **TOTTENHAM**)
HOTSPUR LIMITED acting by a)
Director in the presence of :)

Director :

Signature of Witness:

Name: RICHARD MAX

Address: 87 CHANCERY LANE
LONDON
WC2A 1ET

SOLICITOR

Executed as a Deed by **TOTTENHAM HOTSPUR FINANCE COMPANY LIMITED** acting by a Director in the Presence of :)

Director: 

Signature of witness 

Name RICHARD MAX

Address AS ABOVE

Executed as a Deed by **TOTTENHAM HOTSPUR PROPERTY COMPANY LIMITED** acting by a Director in the Presence of :)

Director: 

Signature of witness 

Name RICHARD MAX

Address AS ABOVE

Executed as a Deed by **STARDARE LIMITED** acting by a Director in the Presence of :)
)
)

Director:

Signature of witness

Name RICHARD MAX

Address AS ABOVE

Executed as a Deed by **STAR FURNISHING COMPANY LIMITED**) acting by a Director in the presence of :)
)

Director:

Signature of witness

Name RICHARD MAX

Address AS ABOVE

Executed as a Deed by **TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC CO LIMITED** acting by a Director in the Presence of :)

Director:

Signature of witness

Name RICHARD MAX

Address AS ABOVE

Executed as a Deed by **PAXTON ROAD LIMITED** acting by a Director in the Presence of :)

Director:

Signature of witness

Name RICHARD MAX

Address AS ABOVE

Executed as a Deed by **WHITE HART LANE STADIUM LIMITED** acting by a Director in the presence of :)
)
)

Director:

Signature of witness

Name RICHARD MAX

Address AS ABOVE

Executed as a Deed by **MELDENE LIMITED** acting by a Director in the Presence of :)
)
)

Director:

Signature of witness

Name RICHARD MAX

Address AS ABOVE