

Dated

20th June

2017

**Agreement under inter alia Section 106  
of the Town and Country Planning Act 1990**

relating to the development of land at the Alma Estate, Enfield

Planning Application Ref: 15/02039/OUT

**OVERARCHING AGREEMENT**

- (1) The Mayor and Burgesses of the London Borough of Enfield (Planning Authority)
- (2) Countryside Properties (UK) Limited (Developer)

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THIS DEED is dated 20th of June 2017

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD** of Civic Centre, Silver Street, Enfield, Middlesex (Planning Authority).
- (2) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (Co. Reg. No. 00614864) whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (Developer).

#### **BACKGROUND**

1. The Planning Authority is the local planning authority for the purposes of the TCPA 1990 for the area in which the Development Site is situated.
2. The London Borough of Enfield is the freehold owner of those parts of the Development Site registered at the Land Registry under those Title Numbers set out at Part 1 of Schedule 21 and edged red on Plan 4, as well as those areas of unregistered highway land shown hatched blue on Plan 4.
3. Those freehold parts of the Development Site shown crosshatched green on Plan 5 and registered at the Land Registry under those Title Numbers set out at Part 2 of Schedule 21 are the subject of the London Borough of Enfield (Alma Estate Regeneration) Compulsory Purchase Order 2014 under which the London Borough of Enfield seeks to acquire that land in order to facilitate the Development.
4. The Developer, the London Borough of Enfield and Copthorn Holdings Limited entered into the Development Agreement under which the London Borough of Enfield will grant leasehold interests in parts of the Development Site to the Developer.
5. The Developer has a contractual interest in the Development Site as a result of the Development Agreement.
6. In order to ensure that the obligations in this deed bind successors in title the Developer has agreed to enter into Supplemental Section 106

- Agreements prior to Commencement of Development on each Phase of the Development.
7. The Developer has made the Planning Application and is proposing to carry out the Development.
  8. The Planning Authority having regard to the provisions of the Local Plan and to all other material considerations resolved on 1 September 2015 that Planning Permission should be granted for the Development subject to the prior completion of this deed and subject to a condition prohibiting commencement of the Development on any Phase until a Supplemental Section 106 Agreement has been entered into in respect of the said Phase of the Development.
  9. The Developer submitted the Phase 1A Full Application simultaneously with the Planning Application which is subject to the Phase 1A Full Section 106 Agreement.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this deed:

Affordable Housing	means housing where the rent or price is permanently reduced, directly or indirectly, by means of subsidy from the public, private or voluntary sectors and which is provided or managed by a Registered Provider or a local authority
Affordable Housing Programme(s)	means a written programme submitted with each Reserved Matters Application showing how the Affordable Housing will be delivered in the Phase(s) which are the subject of that Reserved Matters Application identifying the location of the Affordable Housing Units within the relevant Phase(s) and which shall

include the following details:

- (a) the number of Affordable Housing Units;
- (b) the sizes of the Affordable Housing Units;
- (c) those Affordable Housing Units which are to be for Social Rent;
- (d) those Affordable Housing Units which are to be Intermediate Housing Units;
- (e) those Affordable Housing Units which are to be Flexible Affordable Housing Units;
- (f) the timetable for the delivery of the Affordable Housing Units;
- (g) proposals for the management of the Affordable Housing Units;
- (h) details of how the Intermediate Housing Units will be allocated by the Registered Provider in accordance with the Eligibility Criteria;
- (i) the timetable for the transfer of the Intermediate Housing Units and relevant Flexible Affordable Housing Units to a Registered Provider

Affordable Housing Units

means a minimum of three hundred and ninety nine (399) Residential Units to be provided as Affordable Housing

	comprising a minimum of one hundred and twenty six (126) Intermediate Housing Units, a minimum of seventy three (73) Flexible Affordable Housing Units and a minimum of two hundred (200) Social Rented Units
Affordable Rent	means rents (including service charges) which are up to 80% of the Local Market Rent
Approved Affordable Housing Programme	means the Affordable Housing Programme for each Phase or Phases submitted to and approved in writing by the Planning Authority as part of the Reserved Matters Application(s) for the relevant Phase or Phases
Base Rate	means the base rate from time to time of the HSBC Bank plc
Baseline Travel Plan	means the travel plan which was submitted with the Planning Application prepared by Peter Brett Associates and dated May 2015
Car Club	means a self-service pay-as-you-go or by subscription car club which provides temporary use of vehicles without ownership to members of the club
Car Club Management Plan	means a plan setting out the measures to maintain, promote and manage the operation of the Car Club and specifying the location of the Car Club Parking Spaces and the timetable for provision of these spaces

<b>Car Club Membership</b>	means membership of the Car Club (including driving credits) one membership to be offered to each Residential Unit and maintained (for those Residential Units which choose to participate in the Car Club) for two (2) years from the date of first Occupation of the relevant Residential Unit
<b>Car Club Parking Spaces</b>	means the five allocated parking spaces associated with the Development in accordance with the Car Club Management Plan approved by the Planning Authority to be reserved for the sole use of parking a Car Club vehicle
<b>Car Club Provider</b>	means Zip Car or City Car Club or other provider which has been approved by the Planning Authority in writing
<b>Chargee</b>	means any mortgagee or chargee of the Registered Provider or any administrator fixed charge receiver (including any receiver appointed pursuant to the Law of Property Act 1925) administrative receiver or an administrator (howsoever appointed) including a housing administrator or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security
<b>Childcare Contribution</b>	means the financial contribution calculated in accordance with the SPD

in respect of each Reserved Matters Application to be spent on the provision of childcare facilities and services within the Youth Centre and/or the Community Centre or such other childcare facilities or services as are necessitated by the Development and which shall be notified by the Planning Authority to the Developer (which shall be in accordance with the provisions of Regulation 123 of The Community Infrastructure Levy Regulations 2010/948 (as amended))

Commencement of  
Development

means any material operation (as defined in Section 56(4) of the TCPA 1990) forming part of the Development to be carried out other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, demolition, archaeological investigations, investigations for assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and  
**Commence**, **Commenced** and  
**Commences** shall be construed accordingly

Commencement Date

means the date Development Commences on each Phase or any part of the Development Site

Community Centre	means the replacement community centre of not less than 330m <sup>2</sup> (unless otherwise agreed by the Planning Authority) to be provided within the Development
Community Centre Specification	means the specification, plans and drawings for the construction of the Community Centre to be approved by the Planning Authority under the provisions of Schedule 5
Community and Youth Facility Strategy	means a strategy to ensure the on-going provision of community and youth facilities during the construction of the Development, the timetable for the provision of new community facilities and details of the on-going management of the community facilities including but not limited to:
	<ul style="list-style-type: none"> <li>(a) timetable for decant of existing community and youth services and facilities on the Development Site;</li> <li>(b) details of temporary provision of community and youth services and facilities;</li> <li>(c) location of temporary community and youth facilities;</li> <li>(d) timetable for provision of the new Community Centre and Youth Centre and in which Phase both will be built; and</li> </ul>

(e) details of the management of  
the new Community Centre and  
Youth Centre

to be approved by the Planning  
Authority under the provisions of  
Schedule 5

Completion	means the date of issue of the practical completion certificate confirming completion of the construction works comprised in the Development or where relevant part of the Development (and in the absence of such certificate the Planning Authority shall determine the date of completion for the purposes of this deed) and <b>Completed</b> and <b>Complete</b> shall be construed accordingly
Contributions	means the Childcare Contribution, the Controlled Parking Zone Contribution, the Education Contribution, the Employment Contribution, the Signage Contribution and the Sport England Contribution and <b>Contribution</b> shall mean any one of them
Controlled Parking Zone	means a parking scheme established and operated by the Highway Authority in which on-street parking in an area is restricted to only those vehicles with parking permits issued by the Highway Authority for that scheme
Controlled Parking Zone Contribution	means the sum of seventy-five thousand pounds (£75,000) broken

down as follows:

- (a) initial consultation costs – fifteen thousand pounds (£15,000);
- (b) design and consultation costs - thirty thousand pounds (£30,000); and
- (c) detailed design and traffic regulation orders - thirty thousand pounds (£30,000)

as a financial contribution towards the Highway Authority's costs of consulting on and setting up a new Controlled Parking Zone if it is necessitated by the Development

**Cycling Improvements Scheme**

means a scheme of improvements in the area shown marked on Plan 3 which will allow cyclists to cycle easily and safely between Alma Road/ Napier Road/Woodall Road/ South Street/Alma Road/Scotland Green Road/ South Street

**Decentralised Energy Network (DEN)**

means a local energy centre including a combined heat and power unit and associated apparatus and infrastructure and connected to the Heating Supply Network for supply of heat to the Development be constructed as part of Phase 2A of the Development and with capacity so as to be sufficient to accommodate future expansion opportunities (including the DEN Adjoining Sites) in accordance with

	details set out in the Energy Strategy Clarifications
Default Interest Rate	means 4% per annum above the Base Rate
Delivery and Servicing Plan	means a plan for the management of servicing and deliveries for each Phase including in relation to Phase 1A the arrangements for servicing and deliveries from Station Square and including details of how the Delivery and Servicing Plan links to the Parking Management Strategy, the Framework Travel Plan and the Updated Travel Plans
DEN Adjoining Sites	means those sites outside the Development Site capable of future connection to the DEN to include the Heron Hall Academy and Electric Quarter
DEN Connection Points	means the capped off points of the DEN infrastructure to the boundary of the Development Site as shown by the circle coloured orange on Plan 2
DEN Safeguarded Routes	means the outline of the route(s) for future pipes connecting the DEN Connection Points to the DEN Adjoining Sites as shown on Plan 2
DEN Strategy	means a strategy to include details of:  (a) plant and equipment of the Temporary Energy Centre the Heating Supply Network;

- (b) the DEN including siting, sizing and plant;
- (c) the phasing of the provision of the Temporary Energy Centre, the Heating Supply Network, the DEN, the DEN Connection Points and the DEN Safeguarded Routes;
- (d) the location of DEN Connection Points;
- (e) the location of the DEN Safeguarded Routes; and
- (f) the decommissioning of the Temporary Energy Centre

Development

means the phased regeneration of the Alma Estate comprising the demolition of Cormorant House, Curlew House, Kestrel House, Merlin House, Silver Birch Court, 1-34 Fairfield Close, 15-107 (odd) 63 (flats 1-9) Alma Road, 7-89 (odd) Napier Road, 5, 7, 9, 21-43 (odd), 45 Scotland Green Road, 98-142 (even), 171a South Street, Ponders End Youth Centre and Welcome Point Community Centre (including 746 residential units, 866sqm of retail shops and other uses with the South Street local parade, 1540m<sup>2</sup> of community facilities, and associated works) and the erection of a maximum of 993 residential units, a maximum of 636m<sup>2</sup> of flexible retail (A1/A2) floorspace,

150m<sup>2</sup> of restaurant/café (A3) floorspace, 2,591m<sup>2</sup> of community (D1)/leisure (D2) floorspace (to include 1540m<sup>2</sup> for provision of a community centre and youth centre, 80m<sup>2</sup> of flexible A2/B1/D1/D2 floorspace, 439m<sup>2</sup> for a gym and minimum of 532m<sup>2</sup> to a maximum of 833m<sup>2</sup> for a medical centre), retention of existing Multi-Use-Games-Area (MUGA), a site wide energy centre, relocation and provision of telecommunications equipment, resited open space and play facilities, landscaping, new access arrangements and highway works, public realm, car parking and associated works, (all matters reserved) as authorised by the Planning Permission

**Development Agreement**

means the agreement dated 13 November 2014 between the Developer, the London Borough of Enfield and Copthorn Holdings Limited to procure the redevelopment of the Alma Estate and all deeds and documents supplemental or ancillary to it

**Development Site**

means the land on which the Development is to be constructed pursuant to the Planning Permission as shown edged red on Plan 1

**Education Contribution**

means the financial contribution calculated in accordance with the SPD in respect of each Reserved Matters Application to be spent on primary and

secondary education facilities and services as are necessitated by the Development and which shall be notified by the Planning Authority to the Developer (which shall be in accordance with the provisions of Regulation 123 of The Community Infrastructure Levy Regulations 2010/948 (as amended))

Eligible Purchasers	means households whose annual income complies with the affordability criteria published annually by the Mayor of London or any successor authority to reflect the changes in income/house price ratios
Eligibility Criteria	means measures to select households for Intermediate Housing Units subject to affordability including but not limited to the following criteria: <ul style="list-style-type: none"><li>• people living in social housing accommodation in the London Borough of Enfield (LBE);</li><li>• people living in LBE;</li><li>• people working in LBE; and</li><li>• people with a Local connection to LBE</li></ul>
Employment Contribution	means the sum of thirty thousand pounds (£30,000) payable each year for seven (7) years from the Commencement Date, up to the maximum of two hundred and ten thousand pounds (£210,000) towards the provision of the Job Brokerage

## Position

Employment and Skills Strategy means a written strategy for the provision of Local employment and training during construction of the Development to include method statements for recruitment/referrals, initial skills requirements of job applicants, after care provision for trainees and a post completion review mechanism within three (3) months of Completion and in particular to seek to achieve the following:

- (a) the employment of at least 20% Local labour;
- (b) the offering of at least three (3) apprenticeships per two hundred (200) Residential Units for Local young people working towards NVQ level 2;
- (c) publicity of apprenticeships through Enfield JOBSnet, Jobcentre plus and the London Borough of Enfield's Project Monitoring Team;
- (d) best endeavours to deploy construction workers to other projects in the London Borough of Enfield to maximise opportunities to sustain employment; and
- (e) reasonable endeavours to source materials and services

	Locally
Energy Strategy Clarifications	means the energy strategy documents prepared by Peter Brett Associates and submitted by the Developer dated 9 July 2015 and 21 July 2015 respectively and appended to this deed at Appendix 4
Expert	means an independent person appointed to determine a dispute in accordance with clause 15 of this deed
Fees	means the Planning Authority's legal costs, the Monitoring Fee and the Viability Reassessment Fee
Final Viability Reassessment	means the final viability reassessment to be submitted after Completion of the Development in accordance with Schedule 2 using the same methodology, workings and approach and containing the same supporting evidence as the Original Viability Assessment but updated in respect of variables such as sales prices, costs etc and including a calculation of the actual costs and actual profit (if any) of the entire Development benchmarked against the figures set out in the Original Viability Assessment
Flexible Affordable Housing Units	means the Residential Units to be provided as Affordable Housing Units with the tenure and rent levels to be agreed by the Planning Authority and informed by the viability of the Development

means a travel plan which:

- (a) is designed to manage the demand for transport to and from the Development and promote a shift away from the private car in favour of public transport and other sustainable modes of travel in accordance with the requirements of the SPD and seeks to achieve as a minimum the targets set out in the Baseline Travel Plan;
- (b) includes details of the Car Club;
- (c) includes details of sustainable travel promotions;
- (d) includes the requirement for a TRICS (TRAVL) compliant survey in accordance with the provisions of Schedule 11 survey periods should include traffic counts at accesses to demonstrate actual on the ground changes and not just questionnaire based summaries ("the Travel Plan Survey");
- (e) contains provision for on-going monitoring of how the objectives of the travel plan are being met and reviewing the objectives where appropriate in accordance with the provisions of Schedule 11;

- (f) includes the requirement for the appointment of a travel plan co-ordinator;
- (g) includes details of how the Framework Travel Plan links to the Parking Management Strategy and the Delivery and Servicing Plan;
- (h) includes details of how appropriate transport access and parking provision will be secured; and
- (i) includes details of the management arrangements necessary in order to sustain the Framework Travel Plan in the future

<b>Heating Supply Network</b>	means a heating pipework circuit connecting the DEN to the various buildings on the Development and to the DEN Connection Points (to include heat exchangers at each connection point to the various buildings which are connected to a heat meter that is capable of being electronically monitored)
<b>Highway Authority</b>	means the London Borough of Enfield in its capacity as Highway Authority
<b>Highway Reinstatement Works</b>	means works to repair and reinstate the footways and highways in the vicinity of the Development which have been damaged in the course of the

construction of the Development to be agreed with the Planning Authority under the provisions of Schedule 12

**Highway Works Specification**

means a detailed plan and specification to be submitted with each Reserved Matters Application for the Highway Works including a schedule of the Highway Works and the timetable for the Highway Works to be delivered on a Phase by Phase basis

**Highway Works**

means the highway works both off-site (but adjoining) and within the Development Site which are necessary to facilitate the Development including:

- (a) enhancements to the Scotland Green Road/South Street junction to accommodate cyclists travelling along the "boulevard" to the north of South Street;
- (b) minor modifications to improve pedestrian and cyclist access from Meridian Way to the footbridge;
- (c) provision of bus stop facilities potentially on Woodall Road away from residential premises to enable buses to enter and exit Woodall Road in forward gear without having to manoeuvre;
- (d) relocation of bus stop on

Woodall Road

Housing Authority	means the London Borough of Enfield in its capacity as housing authority
Index Linked	means increased in accordance with the following formula:  amount payable = the payment specified in this deed x (A/B) where:  A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due  B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed
Indicative Mix	means the following site wide indicative mix for the Residential Units:  1 bed properties = three hundred and twelve (312) Residential Units  2 bed properties = four hundred and ninety seven (497) Residential Units  3 bed properties = one hundred and fifty three (153) Residential Units  4 bed properties = thirty (30) Residential Units  5 bed properties = one (1) Residential Unit  unless otherwise agreed in writing by the Planning Authority through the

submission and determination of the Reserved Matters Applications

Intermediate Housing

means Affordable Housing for sale and rent provided at a cost above the Social Rented Units but below market rent levels which can include shared equity (Shared Ownership and equity loans) other low cost homes for sale and intermediate rent but not Affordable Rent

Intermediate Housing Units

means not less than one hundred and twenty six (126) Residential Units to be provided as Intermediate Housing

Job Brokerage Position

means the employed position at the London Borough of Enfield with the role of liaising with the Developer to ensure that apprenticeships and other jobs during the construction of the Development and on the Development after Completion are advertised Locally and made available to Local people

Local

means resident or situated within the boroughs of Enfield, Haringey, Barnet, Waltham Forest, Broxbourne, the District of Epping Forest, Hertsmere or Welwyn Hatfield and **Locally** shall be construed accordingly (and where the context admits priority is afforded to residents of Enfield)

Local Labour Report

means an annual written monitoring report setting out compliance with the Employment and Skills Strategy for the

	twelve (12) months prior to the date of the report
Local Market Rent	means the rent (inclusive of service charges, where applicable) at which comparable properties to the subject Affordable Housing Unit are being commonly let in the local Broad Rental Market Area within which the Affordable Housing Unit is situated
Local Plan	means the Enfield Core Strategy adopted by the Planning Authority on 10 November 2010 and the Development Management Document adopted by the Planning Authority on 19 November 2014 and any additional or replacement adopted development plan documents
Market Housing Units	means those Residential Units which are not Affordable Housing Units
Medical Centre	means the new medical centre of a minimum of 532 sqm and a maximum of 833 sqm
Monitoring Fees	means the sum of seventy five thousand pounds (£75,000) to be paid in instalments as set out in clause 10 as a contribution towards the Planning Authority's costs of monitoring the implementation of this deed
Monitoring Officer	means the designated Officer of the Planning Authority from time to time who shall monitor the planning obligations in this deed

Nominations Agreement	means the Housing Authority's standard nominations agreement and service level agreement in the forms or substantially in the forms appended to this deed at Appendix 3
Nomination Rights	means the Housing Authority's right to allocate 100% of the lettings of the Social Rented Units in perpetuity and 100% of the initial lettings of any Flexible Affordable Housing Units which are for Affordable Rent and 75% of subsequent lettings of any such Flexible Affordable Housing Units to persons nominated by the Council in accordance with the Nominations Agreement
Occupation	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and <b>Occupy</b> and <b>Occupier</b> shall be construed accordingly
Open Space and Public Realm	means the public open space and public realm which is proposed to be located within the Development Site
Open Space and Public Realm Management Strategy	means a written strategy setting out the following:  (a) details of landscaping and any equipment to be installed on the Open Space and Public Realm;

(b) timetable for the delivery of the Open Space and Public Realm;

(c) proposals for the management and future maintenance of the Open Space and Public Realm in perpetuity

**Original Viability Assessment** means the viability assessment dated May 2015 submitted with the Planning Application

**Parking Management Strategy** means the strategy to manage general, disabled, car club and cycle parking within the Development, including likely number of users expected, measures to prevent overspill onto adjacent roads and provision of new signage/information in Station Square including as part of the strategy a Parking Management Survey and details of how the Parking Management Strategy links to the Framework Travel Plan, Updated Travel Plans and the Delivery and Servicing Plan

**Parking Management Survey** means a survey to monitor the take up of general parking spaces, disabled parking spaces, Car Club Parking Spaces and cycle parking spaces within the Development

**Parking Monitoring Survey** means a survey based on and using the same methodology as those provided as part of the Transport Assessment, to

monitor parking demand within a two hundred (200) metre radius of the Development to be carried out by an independent traffic surveyor who has been agreed with the Planning Authority beforehand the scope of such survey to be agreed with the Planning Authority for the purpose of managing supply and demand of general, disabled, cycle and car club parking establishing whether there is a need for a Controlled Parking Zone

Phase	means a phase of the Development as shown indicatively on the Phasing Plan
Phase 1A	means phase 1A of the Development as shown and marked as such on the Phasing Plan
Phase 2A	means phase 2A of the Development as shown and marked as such on the Phasing Plan
Phase 2A(ii)	means phase 2A(ii) of the Development as shown and marked as such on the Phasing Plan
Phase 2B	means phase 2B of the Development as shown and marked as such on the Phasing Plan
Phase 3A	means phase 3A of the Development as shown and marked as such on the Phasing Plan
Phase 3B	means phase 3B of the Development as shown and marked as such on the

**Phasing Plan**

<b>Phase 4</b>	means phase 4 of the Development as shown and marked as such on the Phasing Plan
<b>Phase 1A Full Application</b>	means the application for full planning permission in respect of Phase 1A submitted by the Developer to the Planning Authority and given reference number 15/02040/FUL
<b>Phase 1A Full Section 106 Agreement</b>	means the planning agreement to be entered into by the Developer and the Planning Authority in respect of the Phase 1A Full Application
<b>Phasing Plan</b>	means the plan named as such and numbered 560_OUT_PL(00)102 Rev B (which is one of the plans approved pursuant to the Planning Application) attached to this deed at Appendix 1
<b>Plan 1</b>	means the plan showing the Development Site and numbered 560_OUT_PL(00)001 attached to this deed at Appendix 1
<b>Plan 2</b>	means the DEN Connection Points and Safeguarded Routes Plan numbered 28193-CS-004 Rev B attached to the deed at Appendix 1
<b>Plan 3</b>	means the plan showing the area of the Cycling Improvements Scheme numbered 28193/001/051 attached to this deed at Appendix 1

Plan 4	means the plan showing the parts of the Development Site in the ownership of the London Borough of Enfield numbered 084_SK_020 attached to this deed at Appendix 1
Plan 5	means the plan showing the freehold parts of the Development Site the subject of the London Borough of Enfield (Alma Estate Regeneration) Compulsory Purchase Order 2014 numbered 084_SK_019 attached to this deed at Appendix 1
Planning Application	means the application for outline planning permission registered by the Planning Authority on 19 May 2015 under reference number 15/02039/OUT
Planning Permission	means the outline planning permission subject to conditions to be granted by the Planning Authority in respect of the Planning Application in the draft form attached to this deed at Appendix 2
Protected Tenant	<p>means any tenant:</p> <ul style="list-style-type: none"> <li>(a) who has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;</li> <li>(b) who has exercised any statutory</li> </ul>

right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

(c) of an Intermediate Housing Unit who has acquired 100% of the equity in that Intermediate Housing Unit;

(d) who has acquired an Affordable Housing Unit through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008

Registered Provider

means a registered social landlord or registered provider of Affordable Housing within the meaning of the Housing Act 1996 (as amended) and registered with the Homes and Communities Agency (or successor authority) or any other such provider as agreed with the Planning Authority

Reserved Matters Application(s)

means an application for approval of matters not specified in the Planning Application as defined in Article 2 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 (or any replacement order)

Residential Units

means up to nine hundred and ninety three (993) residential units to be constructed as part of the Development in accordance with the Indicative Mix

Revised SPD	means the Planning Authority's revised Section 106 Supplementary Planning Document which was adopted on 20 October 2016
Shared Ownership Units	means those Affordable Housing Units to which the Eligibility Criteria may apply (as provided for in clause 13 of Schedule 1) which can be part sold and part rented to Eligible Purchasers and which comply with the following terms: the minimum percentage of the first part to be sold shall be no lower than 25% of the equity value of the Residential Unit; the rent to be charged shall be no more than 2.75% of the capital value of the equity share which is not purchased and where the owner has an option to acquire up to 100% of the equity and <b>Shared Ownership</b> shall be construed accordingly
Signage Contribution	means a financial contribution not exceeding fifteen thousand pounds (£15,000) towards the provision and maintenance of vehicle speed activated signs for the purposes of controlling speed conditions and improving pedestrian and cyclist safety on either or both South Street and Alma Road payable in accordance with the provisions of Schedule 13
Social Rented Affordable Housing Tenure Mix	means: (a) a minimum of seventy one (71) x 1 bedroom Social Rented

Units;

- (b) a minimum of seventy three (73) x 2 bedroom Social Rented Units;
- (c) a minimum of forty three (43) x 3 bedroom Social Rented Units; and
- (d) a minimum of thirteen (13) x 4+ bedroom Social Rented Units

unless otherwise agreed in writing by the Planning Authority through the submission of the Reserved Matters Applications and the Affordable Housing Programmes

Social Rented Units

means Affordable Housing Units owned and managed by local authorities or registered providers at rent levels (for the avoidance of doubt excluding service charges which may be payable in addition) which are set in accordance with the Guidance on Rents for Social Housing issued by the Department for Communities and Local Government dated May 2014 or any replacement guidance if issued prior to first Occupation of the Social Rented Units

SPD

means the Planning Authority's Local Development Framework Section 106 Supplementary Planning Document adopted in November 2011 or Revised SPD

Sport England Contribution	means a contribution to be used by Sport England for the improvement of sports facilities in the Borough of Enfield to be paid on a Phase by Phase basis, the sum of which will be based on the Viability Reassessment but will not exceed two hundred and seventy eight thousand pounds (£278,000) in total across the whole Development
Substantial Commencement	means in relation to any Phase of the Development the digging or piling of foundations, laying of relevant services and erection of any part of the superstructure of the buildings within that Phase and <b>Substantially Commenced</b> shall be construed accordingly
Supplemental Section 106 Agreement	means the agreement to be entered into prior to the Commencement of Development on any Phase to ensure that the legal interest in the Phase is bound by the provisions of this deed in the form (or substantially in the form) annexed to this deed at Appendix 5
TCPA 1990	means the Town and Country Planning Act 1990
Temporary Energy Centre	means the temporary energy centre and heat sub station more particularly described in the Energy Strategy Clarifications to be provided as part of Phase 1A for the provision of heat to Phase 1A of the Development

Transport Assessment	means the transport assessment by Peter Brett Associates dated May 2015 and the Technical Addendum Note dated 20 July 2015 submitted by the Developer in support of the Planning Application
Updated Travel Plan(s)	means the travel plan(s) to be submitted in accordance with the provisions of Schedule 10 as updates to the approved Framework Travel Plan
VAT	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax
Viability Reassessment(s)	means an updated financial viability assessment using the same methodology, workings and approach and containing the same supporting evidence as the Original Viability Assessment but updated in respect of variables such as sales prices, costs etc. to be submitted on a Phase by Phase basis in accordance with Schedule 2 in order to assess the viability of the said Phase for the purpose of determining the number of Affordable Housing Units to be provided within that Phase and the amount of any Sport England Contribution payable in respect of that Phase
Viability Reassessment Fee	means the Planning Authority's costs in appointing an expert to review each

Viability Reassessment to be notified to the Developer by the Planning Authority in accordance with the provisions of paragraph 2 of Schedule 2 subject to an initial cap of fifty thousand pounds (£50,000) on the basis that there are no more than five (5) Viability Reassessments (but subject to review in the event that the Planning Authority's costs exceed this figure in which case this cap does not apply)

Wayfinding Signage	means two (2) wayfinding signs with directions to the Lee Valley Regional Park to be installed within the Development in locations to be agreed by the Planning Authority under the provisions of Schedule 19
Working Day(s)	means a day (other than a Saturday, Sunday or public holiday) when banks are open for business
Youth Centre	means the youth centre of not less than 1,210m <sup>2</sup> (unless otherwise agreed by the Planning Authority) to be provided within the Development
Youth Centre Specification	means the specification, plans and drawings for the construction of the Youth Centre to be approved by the Planning Authority under the provisions of Schedule 5

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Planning Authority the successors to its respective statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply to this deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include faxes
- 1.11 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this deed.
- 1.13 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

**2. STATUTORY PROVISIONS**

2.1 This deed is entered into pursuant to section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Developer with the intention that they bind its interest in the Development Site.

2.3 To the extent that any of the covenants, restrictions and obligations contained in this deed are not planning obligations within the meaning of the TCPA 1990, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

2.4 The planning obligations contained in this deed are enforceable by the Planning Authority in accordance with section 106 of the TCPA 1990 and in accordance with the other statutory powers set out at clause 2.1 above.

**3. CONDITIONALITY**

With the exception of clauses 2, 3, 10, 13, 15, 20, 21, 22, 23, 25 and 26 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

**4. COVENANTS TO THE PLANNING AUTHORITY**

The Developer covenants with the Planning Authority to:

- (a) observe and perform the covenants, restrictions and obligations contained in Schedules 1 to 19;
- (b) give at least five (5) Working Days written notice to the Planning Authority of each intended Commencement Date;

- (c) to enter into a separate Supplemental Section 106 Agreement forthwith on completion of each and every transfer, transfers, lease or leases from the London Borough of Enfield giving the Developer a legal proprietary interest in land comprising a Phase to ensure that the legal proprietary interest in the relevant Phase is bound by the provisions of this deed and that the planning obligations contained herein will bind successors in title to the land in the relevant Phase under section 106 of the TCPA 1990; and
- (d) not to Commence Development on any Phase unless and until a Supplemental Section 106 Agreement has been entered into in respect of that entire Phase.

## **5. COVENANTS BY THE PLANNING AUTHORITY**

The Planning Authority covenants with the Developer to observe and perform the covenants, restrictions and obligations stated to be on its part contained in Schedules 2 and 20.

## **6. INDEXATION**

- 6.1 All Contributions shall be Index Linked
- 6.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Planning Authority shall advise the Developer in writing.

## **7. RELEASE**

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Development Site, except in respect of any breach subsisting prior to parting with such interest.

## **8. DETERMINATION OF DEED**

The obligations in this deed (with the exception of clause 10.1(a)) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Developer; or
- (c) is quashed following a successful legal challenge.

## **9. LOCAL LAND CHARGE**

This deed is a local land charge and shall be registered as such.

## **10. PLANNING AUTHORITY'S FEES**

10.1 The Developer shall pay the Fees to the Planning Authority as follows:

- (a) the Planning Authority's legal costs on or before the date of this deed;
- (b) the Monitoring Fee in the following instalments:
  - (i) fifteen thousand pounds (£15,000) prior to Commencement of Development on Phase 1A (unless this sum has been paid under the Phase 1A Full Section 106 Agreement);
  - (ii) ten thousand pounds (£10,000) prior to Commencement of Development on Phase 2A;
  - (iii) ten thousand pounds (£10,000) prior to Commencement of Development on Phase 2A(ii);
  - (iv) ten thousand pounds (£10,000) prior to Commencement of Development of Phase 2B;
  - (v) ten thousand pounds (£10,000) prior to Commencement of Development on Phase 3A;
  - (vi) ten thousand pounds (£10,000) prior to Commencement of Development on Phase 3B; and
  - (vii) ten thousand pounds (£10,000) prior to Commencement off Development on Phase 4;
- (c) the Viability Reassessment Fee in accordance with the provisions of Schedule 2;

10.2 FOR THE AVOIDANCE OF ANY DOUBT the payment of the Fees is not a planning obligation for the purpose of section 106 of the TCPA 1990.

**11. INTEREST ON LATE PAYMENT**

Where any sum or amount has not been paid to the Planning Authority by the date on which it is due, the Developer shall pay the Planning Authority interest at the Default Interest Rate on that amount for the period from the due date to and including the date of payment.

**12. OWNERSHIP**

Until the covenants, restrictions and obligations in Schedules 1 to 19 have been complied with, the Developer will give to the Planning Authority within five (5) Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Development Site:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

**13. REASONABLENESS**

Any approval, consent, direction, authority, agreement or action to be given by the Planning Authority under this deed shall not be unreasonably withheld or delayed.

**14. CANCELLATION OF ENTRIES**

- 14.1 On the written request of the Developer at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Planning Authority's reasonable costs) the Planning Authority will issue a written confirmation of such performance or discharge as soon as reasonably practicable.
- 14.2 Following the performance and full satisfaction of all the terms of this deed or if this deed is determined pursuant to clause 8 (and subject to the payment of the Planning Authority's reasonable and proper costs and charges) the Planning Authority will on the written request of the Developer

cancel all entries made in the local land charges register in respect of this deed.

## **15. DISPUTES**

- 15.1 In the event of any dispute or difference arising between the parties to this deed in respect of any matter contained in this deed such dispute or difference shall be referred to an Expert who shall be an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute.
- 15.2 The parties agree that the Expert shall act as an expert and not as an arbitrator and the decision of the Expert, howsoever appointed, shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 15.3 In appointing the Expert the parties shall require that he makes and notifies his decision about the issues in dispute to the parties within thirty (30) Working Days or as quickly as practicable from the date of his appointment having regard to the nature and complexity of the dispute.
- 15.4 The parties agree to comply with the timetable set by the Expert for submission of any evidence or supporting material and any other directions of the Expert to ensure prompt resolution of the dispute.
- 15.5 The provisions of this clause shall not affect the ability of the Planning Authority to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this deed and consequential and interim orders and relief.

## **16. NO FETTER OF DISCRETION**

Nothing (contained or implied) in this deed shall fetter or restrict the Planning Authority's statutory rights, powers, discretions and responsibilities.

**17. NO COMPENSATION PAYABLE**

No compensation shall be payable by the Planning Authority as a result of the obligations contained in this deed.

**18. WAIVER**

No waiver (whether express or implied) by the Planning Authority of any breach or default by the Developer in performing or observing any of the covenants, restrictions or obligations of this deed shall constitute a continuing waiver and no such waiver shall prevent the Planning Authority from enforcing any of the relevant terms or conditions contained in this deed or acting on any subsequent breach or default of this deed.

**19. FUTURE PERMISSIONS**

Nothing in this deed shall prohibit or limit the right to develop any part of the Development Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

**20. AGREEMENTS AND DECLARATIONS**

The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission;
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Planning Authority in the exercise of any other statutory function;
- (c) in the event that
  - (i) any Contribution relating solely to Phase 1A in relation to the Phase 1A Full Application is paid in full to the Planning Authority; or
  - (ii) any planning obligation relating solely to Phase 1A in relation to the Phase 1A Planning Application is performed in full under the provisions of the Phase 1A Full Section 106 Agreement

then any such Contribution or planning obligation contained in this deed relating solely to Phase 1A shall not apply;

- (d) the Developer enters into this deed for the purpose of binding its contractual interest in the Development Site to enable the issue of the Planning Permission and acknowledges that the planning obligations in this deed are enforceable by the Planning Authority against it;
- (e) all Supplemental Section 106 Agreements entered into under the provisions of clause 4(c) of this deed will be planning obligations which will be enforceable by the Planning Authority against the Developer and its successors in title and assigns;
- (f) unless confirmed otherwise by the Planning Authority the provisions of this deed shall apply to any modification, variation or amendment to the Planning Permission pursuant to section 73 of the TCPA 1990 provided that such modification, variation or amendment does not materially alter the nature of the Development, and for the avoidance of any doubt the Planning Authority shall in its absolute discretion be entitled to require the entering into of a further agreement under section 106 of the TCPA 1990 in relation to an application made under section 73 of the TCPA 1990 in respect of the Planning Permission;
- (g) in the event that Community Infrastructure Levy becomes payable in respect of the Development (or any part or Phase of the Development) any unpaid Contribution secured by this deed for a purpose which is specified in the Planning Authority's adopted Regulation 123 List under the Community Infrastructure Levy Regulations 2010/948 (as amended) shall not be payable (or continue to be payable) under this deed;
- (h) the obligations in this deed shall not bind:
  - (i) a mortgagee or chargee of the Development Site until they become a mortgagee in possession in which case the obligations will be enforceable against such mortgagee or chargee;

- (ii) individual owners, occupiers or tenants of individual Residential Units apart from the obligations in paragraphs 5, 6, 8, 9, 10 and 11 of Schedule 1 (Affordable Housing), paragraph 3 of Schedule 6 (DEN Provisions), paragraphs 2, 4, 5, 6 and 7 of Schedule 7 (Car Club), paragraphs 2 and 8 of Schedule 9 (Parking Management Strategy/Delivery and Servicing Plan), paragraph 2 of Schedule 10 (Travel Plans), paragraph 2 of Schedule 15 (Sport England Contribution), paragraph 3 of Schedule 18 (Cycling Improvements) and paragraph 3 of Schedule 19 (Wayfinding Signage) which shall be enforceable against such persons;
- (iii) a statutory undertaker which takes an interest in the Development Site for the purpose of the supply of services apart from the obligations in Schedule 6 (DEN Provisions) which shall be enforceable against any statutory undertaker which takes an interest in the Temporary Energy Centre and/or the Heating Supply Network.

## **21. NOTICES**

21.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address as set out below:

- (a) Planning Authority: Section 106 Monitoring Officer at Enfield Borough Council, Civic Centre, Silver Street, Enfield, Middlesex;
- (b) Developer: The Company Secretary, Countryside Properties (UK) Limited, Countryside House, The Drive, Brentwood, Essex, CM13 3AT;

or as otherwise specified by the relevant person by notice in writing to each other person.

21.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

**22. THIRD PARTY RIGHTS**

No person other than a party to this deed and their respective successors shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

**23. SEVERANCE**

- 23.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.
- 23.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**24. VALUE ADDED TAX**

- 24.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.
- 24.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

**25. VARIATION**

The provisions of this deed may be varied by deed with the consent of all parties

**26. GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The common seal of the **LONDON  
BOROUGH OF ENFIELD** was affixed to this document in the presence of:

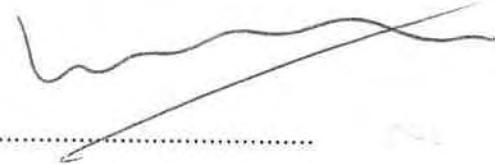


*I. Deen*

INNES DEUCHARS  
Authorised signatory

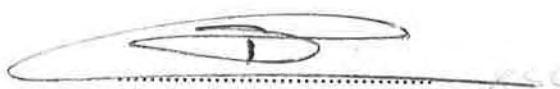
Signed as a deed by  
**COUNTRYSIDE PROPERTIES**  
**(UK) LIMITED** acting by:

Director



A handwritten signature consisting of a wavy line at the top and a diagonal line with a small arrowhead pointing towards a dotted line below it.

Director/Secretary:



A handwritten signature enclosed in an oval shape, positioned above a dotted line.

## **Schedule 1 Affordable Housing**

The Developer covenants with the Planning Authority as follows:

### **Delivery of Affordable Housing**

1. To submit with each Reserved Matters Application for the approval of the Planning Authority an Affordable Housing Programme in respect of the Phase or part of the Development which is the subject of the Reserved Matters Application.
2. Not to Commence Development on the relevant Phase or part of the Development until the Affordable Housing Programme for that Phase or part of the Development has been approved in writing by the Planning Authority through the Reserved Matters Application.
3. To construct and provide the Affordable Housing Units on each Phase or part of the Development in accordance with the Approved Affordable Housing Programme (unless otherwise approved in writing by the Planning Authority).
4. To provide the Social Rented Units in accordance with the Social Rented Affordable Housing Tenure Mix (unless otherwise approved in writing by the Planning Authority).
5. Not to Occupy more than 25% of the Market Housing Units in Phase 1A until at least 50% of the Affordable Housing Units on that Phase (as specified in the Approved Affordable Housing Programme) have been constructed and are ready for Occupation.
6. Not to Occupy any of the Market Housing Units on each subsequent Phase until the required number of Affordable Housing Units for the previous Phase which contains Affordable Housing Units have been constructed and are ready for Occupation SAVE THAT in the case of the last Phase to be Commenced the last ten (10) Market Housing Units shall not be Occupied until the required number of Affordable Housing Units as specified in the Approved Affordable Housing Programmes for the entire Development have been constructed and are ready for Occupation.

7. To transfer the Intermediate Housing Units and any relevant Flexible Affordable Housing Units to a Registered Provider and / or the Housing Authority in accordance with the timetable set out in the Approved Affordable Housing Programme(s).
8. Not to Occupy or permit Occupation of the Affordable Housing Units other than as Affordable Housing.
9. Not to Occupy or permit the Occupation of any Social Rented Units which are not managed by the Housing Authority unless and until a Nominations Agreement has been entered into with the Housing Authority granting the Housing Authority Nomination Rights in respect of those Social Rented Units.
10. Not to Occupy or permit the Occupation of any of the Flexible Affordable Housing Units unless and until a Nominations Agreement has been entered into with the Housing Authority granting the Housing Authority Nomination Rights in respect of those Flexible Affordable Housing Units.
11. Not to Occupy or permit the Occupation of the Intermediate Housing Units other than by persons who satisfy the Eligibility Criteria.
12. To notify the Planning Authority of the start date of the marketing of any Shared Ownership Units.
13. To offer any Shared Ownership Units first to Eligible Purchasers in accordance with the Eligibility Criteria SAVE that if after the period of twelve (12) weeks from the date of the first offer the Shared Ownership Unit(s) or any one of them cannot be let or sold to Eligible Purchaser(s) in accordance with the Eligibility Criteria such unit(s) may be marketed to Eligible Purchasers outside the Eligibility Criteria.
14. At the end of the twelve (12) week marketing period set out in paragraph 12 above to submit evidence to the Planning Authority of the marketing of the Shared Ownership Units in accordance with the provision of paragraph 13.

#### **Exclusions from Liability**

15. The obligations in this Schedule shall not be binding on

- (a) a tenant or leaseholder who becomes a Protected Tenant nor any chargee or mortgagee of such Protected Tenant nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 nor any other person appointed under any security documentation by such mortgagee or chargee; nor
- (b) a Chargee who has complied with paragraph (d);
- (c) nor, in each case, to anyone who is a successor in title or who derives title from them or any of them;
- (d) 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 give prior notice to the Planning Authority of its intention to dispose and:
  - (i) in the event that the Planning Authority responds within one (1) month 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, provided the sale is for consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses, use reasonable endeavours to co-operate with such arrangements and secure such transfer;
  - (ii) if the Planning Authority does not serve its response to the notice served under paragraph (d) within the one (1) month then the Chargee shall be entitled to dispose free of the restrictions set out in paragraphs 1 to 14 of this Schedule which shall from the time of completion of the disposal cease to apply;
  - (iii) if the Planning Authority or any other person cannot within three (3) months of the date of receipt of the notice from the Chargee under paragraph (d) complete such transfer of the Affordable Housing Units then provided that the Chargee shall

have complied with its obligations under paragraph (d)(i) the Chargee shall be entitled to dispose free of the restrictions set out in paragraphs 1 to 14 of this Schedule which shall from the time of completion of the disposal cease to apply.

## **Schedule 2 Viability Reassessment**

The Developer and the Planning Authority covenant with each other as follows:

### **Phase by Phase Viability Reassessments**

1. The Developer will submit to the Planning Authority a Viability Reassessment with each Reserved Matters Application for the Planning Authority's review and approval of the number of Affordable Housing Units to be provided and the amount (if any) of the Sport England Contribution to be paid in respect of the Phase or Phases covered by the said Reserved Matters Application.
2. The Developer will pay to the Planning Authority the Viability Reassessment Fee in the sum notified to them by the Planning Authority in writing on submission of each Viability Reassessment.
3. The Planning Authority will consider the Viability Reassessment alongside the Reserved Matters Application with which it has been submitted and during this time it will serve written notice on the party who submitted the Viability Reassessment confirming either:
  - 3.1 that it accepts the conclusions of the Viability Reassessment ("the **Acceptance Notice**"); or
  - 3.2 that it rejects (with reasons) the conclusions of the Viability Reassessment and if so it shall also indicate:
    - (a) its own assessment of the conclusions of the Viability Reassessment (as submitted); and
    - (b) the level of Affordable Housing it considers should be provided in respect of the Phase or Phases covered by the Reserved Matters Application; and
    - (c) the amount (if any) of the Sport England Contribution to be paid in respect of the Phase or Phases covered by the Reserved Matters Application

("the **Non Acceptance Notice**")

4. In the event of the service of a Non Acceptance Notice the parties will seek to negotiate:
    - 4.1 an agreed form of Viability Reassessment; and
    - 4.2 an agreed level of Affordable Housing to be provided in respect of the Phase or Phases covered by the Reserved Matters Application; and
    - 4.3 an agreed amount (if any) of the Sport England Contribution to be paid in respect of the Phase or Phases covered by the Reserved Matters Application.
5. In the event that the parties are not able to agree the Viability Reassessment any party shall be entitled to refer the matter to an Expert in accordance with clause 15 of this deed.
6. The Developer will not cause or permit the Commencement of Development of the Phase or Phases covered by any Reserved Matters Application unless and until:
  - 6.1 the Viability Reassessment has been agreed by the Planning Authority;
  - 6.2 the level of Affordable Housing to be provided and the amount of the Sport England Contribution to be paid (if any) in respect of the said Phase or Phases has been agreed by the Planning Authority; and
  - 6.3 the Viability Reassessment Fee has been paid pursuant to paragraph 2 of this Schedule.
7. The Developer will provide the agreed level of Affordable Housing and will pay the agreed amount of the Sport England Contribution (in accordance with the provisions of Schedule 15) in respect of the Phase or Phases covered by the relevant Reserved Matters Application pursuant to any Acceptance Notice, or as otherwise agreed between the parties or as determined by an Expert in the case of referral in paragraph 5 above.
8. The onus of demonstrating the accuracy of any facts, figures or valuation assumptions under this Schedule rests with the Developer to demonstrate on an open book basis and the Developer will act in the upmost good

faith. Accordingly the Developer will provide such further viability information as requested by the Planning Authority and as is reasonably available to them within five (5) Working Days of request.

9. In the event that the development approved by any Reserved Matters Application has not been Substantially Commenced within twelve (12) months of the approval of the relevant Viability Reassessment, the Developer will submit a new Viability Reassessment to the Planning Authority for its approval in accordance with this Schedule.

#### **Final Viability Reassessment**

10. The Developer will submit the Final Viability Reassessment to the Planning Authority within twelve (12) months of Completion of the entire Development.
11. In the event that the Final Viability Reassessment shows that the Development was more profitable than anticipated in the Original Viability Assessment and the Viability Reassessments, the Planning Authority shall be entitled to serve written notice on the Developer seeking a financial contribution to off site Affordable Housing and specifying the amount of such contribution.
12. In the event of service of a notice under paragraph 11 above the Developer shall pay to the Planning Authority the amount of the contribution specified in the notice within twenty (20) Working Days of the date of the notice.

### **Schedule 3 Business and Employment Initiative**

The Developer covenants with the Planning Authority as follows:

1. Prior to Commencement of Development to submit to the Planning Authority for approval the Employment and Skills Strategy.
2. Not to Commence the Development unless and until the Employment and Skills Strategy has been approved in writing by the Planning Authority.
3. To implement the approved Employment and Skills Strategy for the duration of the construction of the Development.
4. On each anniversary of the Commencement Date until Completion of the Development, to submit to the Planning Authority for written approval a Local Labour Report.
5. To pay thirty thousand pounds (£30,000) of the Employment Contribution to the Planning Authority on the Commencement Date and on each anniversary of the Commencement Date for seven (7) years thereafter.
6. To notify the Planning Authority forthwith if there is any failure to employ 20% Local Labour or three (3) apprentices per two hundred (200) Residential Units at any stage of the Development and to work with the Planning Authority to try and ensure that these targets are met.
7. To submit to the Planning Authority a post completion review report of the Employment and Skills Strategy within three (3) months of Completion of the Development.

#### **Schedule 4 Education and Childcare Contribution**

The Developer covenants with the Planning Authority as follows:

1. On submission of each Reserved Matters Application to submit with that application details of the number and mix of the Residential Units comprised in that application such that the Planning Authority can calculate the Education Contribution and the Childcare Contribution for the relevant Phase of the Development.
2. To pay the Education Contribution and the Childcare Contribution in the sum notified in writing to the Developer by the Planning Authority in respect of the Residential Units set out in each Reserved Matters Application prior to the Commencement of Development on the relevant Residential Units.
3. Not to Commence Development on any Residential Unit as set out in any Reserved Matters Application until the Education Contribution and the Childcare Contribution in respect of the relevant Residential Units have been paid to the Planning Authority.

## **Schedule 5 Youth and Community Centre**

The Developer covenants with the Planning Authority as follows:

1. To submit the Community and Youth Facility Strategy, the Community Centre Specification and the Youth Centre Specification to the Planning Authority for approval prior to Commencement of the Development on Phase 2A(ii).
2. Not to Commence Development on Phase 2A(ii) until the Community and Youth Facility Strategy, the Community Centre Specification and the Youth Centre Specification have been approved by the Planning Authority in writing.
3. To implement the approved Community and Youth Facility Strategy and to provide the temporary community and youth facilities approved under the said strategy during the construction of the Development until such time as the Community Centre and Youth Centre are Completed and brought into use.
4. To provide the Community Centre and the Youth Centre in accordance with the timetable set out in the approved Community and Youth Facility Strategy.
5. To construct the Community Centre in accordance with the approved Community Centre Specification.
6. To construct the Youth Centre in accordance with the approved Youth Centre Specification.

## Schedule 6 DEN Provisions

The Developer covenants with the Planning Authority as follows:

### DEN

1. Not to Commence Development until it has submitted the DEN Strategy to the Planning Authority for its approval in writing.
2. To construct the Temporary Energy Centre and relevant part of the Heating Supply Network as approved by the Planning Authority under the DEN Strategy prior to Occupation of Phase 1A of the Development.
3. Not to Occupy any Residential Unit on Phase 1A of the Development until the Temporary Energy Centre has been constructed and is fully operational and the relevant part of the Heating Supply Network has been provided to the satisfaction of the Planning Authority.
4. To construct the DEN including relevant infrastructure, the Heating Supply Network, DEN Connection Points, and safeguard the DEN Safeguarded Routes in accordance with the timetable and phasing details shown within the approved DEN Strategy, unless otherwise agreed in writing by the Planning Authority.
5. To notify the Planning Authority in writing that the DEN, the Heating Supply Network, the DEN Connection Points and the DEN Safeguarded Routes have been constructed and safeguarded respectively for each Phase of the Development in accordance with the approved DEN Strategy.
6. To maintain the Temporary Energy Centre, the DEN and the Heating Supply Network and where any equipment used within the Temporary Energy Centre, the DEN or the Heating Supply Network is replaced, the operational CO<sub>2</sub> emissions from that equipment shall be designed to be of equivalent level or reduced level from the equipment it is replacing relative to the electricity and heat produced by that equipment.
7. Prior to the first Occupation of any Phase subsequent to Phase 1A, to commence the operation of the DEN and relevant parts of the Heating

Supply Network required to support that Phase and notify the Planning Authority of the same in writing.

8. In the event that the Completion of the DEN for a particular Phase subsequent to Phase 1A is delayed due to the non availability of land, to update the DEN Strategy and issue this to the Planning Authority for its approval in writing.
9. To notify the Planning Authority in writing within thirty (30) days of the disposal of the DEN to any third party including contact details of the new owner of the DEN and confirmation that they have been notified of and agree to be bound by the obligations contained in this Schedule.
10. In the event that any of the DEN Connection Points do not reach the boundary of the Development Site, to keep free from obstruction the area of land between the DEN Connection Points and the boundary and to grant the landowners of the DEN Adjoining Sites such easements as are necessary to enable connection to the DEN Connection Points.

## **Schedule 7 Car Club**

The Developer covenants with the Planning Authority as follows:

1. Prior to Occupation of any Residential Unit to submit to the Planning Authority for approval the Car Club Management Plan.
2. Not to Occupy or permit the Occupation of any Residential Unit until the Car Club Management Plan has been approved in writing by the Planning Authority.
3. To thereafter implement and keep implemented the approved Car Club Management Plan (subject to any revisions as may be approved by the Planning Authority in writing) for the duration of the construction of the Development and for a minimum period thereafter of twelve (12) months from Completion of the entire Development (unless otherwise agreed in writing by the Planning Authority) (and for the avoidance of doubt if the Car Club is managed and/or maintained by person(s) or body(ies) other than the Developer on their behalf in the event of default by any such other person(s) and/or body(ies) the Developer and/or its successors in title will be bound by this obligation to maintain and manage the Car Club).
4. Not to Occupy or permit the Occupation of any Residential Unit until it has entered into a contract with a Car Club Provider to secure and fund a Car Club Membership for each Residential Unit who chooses Car Club Membership to include a twenty five pound (£25) credit with the Car Club for each participating Residential Unit and provide to the Planning Authority a copy of the said contract.
5. Not to Occupy or permit the Occupation of any Residential Unit in Phase 1A until one (1) of the Car Club Parking Spaces has been provided.
6. Not to Occupy or permit the Occupation of any Residential Unit in Phase 2B until a further two (2) Car Club Parking Spaces have been provided (bringing the total to three (3) Car Club Parking Spaces).
7. Not to Occupy or permit the Occupation of any Residential Unit in Phase 3B until the final two (2) Car Club Parking Spaces have been provided (bringing the total to five (5) Car Club Parking Spaces).

8. To reserve the Car Club Parking Spaces for the sole use of Car Club vehicles and where the said spaces are not on the public highway to maintain them as such.

## **Schedule 8 Controlled Parking Zone**

The Developer covenants with the Planning Authority as follows:

1. To carry out a Parking Monitoring Survey in respect of each Phase of the Development within six (6) months of Occupation of the relevant Phase.
2. To submit the results of the Parking Monitoring Survey for each Phase of the Development to the Planning Authority within one month of completion of the said survey.
3. If, after the final Parking Monitoring Survey for the final Phase of the Development has been submitted to the Planning Authority the Planning Authority notifies the Developer in writing that the results of the Parking Monitoring Surveys overall indicate a need for a Controlled Parking Zone consultation to pay the sum of fifteen thousand pounds (£15,000) (being the initial consultation costs element of the Controlled Parking Zone Contribution) to the Planning Authority within twenty (20) Working Days of the date of the Planning Authority's written notification under this paragraph.
4. In the event that the results of the Controlled Parking Zone consultation indicate a need for a new or extended Controlled Parking Zone and the Planning Authority notifies the Developer of such in writing to pay the sum of sixty thousand pounds (£60,000) (being the design, consultation and traffic regulation order costs element of the Controlled Parking Zone Contribution) to the Planning Authority within twenty (20) Working Days of the date of the Planning Authority's written notification under this paragraph.

## **Schedule 9 Parking Management Strategy/Delivery and Servicing Plan**

The Developer covenants with the Planning Authority as follows:

### **Parking Management Strategy**

1. To submit a draft Parking Management Strategy to the Planning Authority for approval prior to Occupation of the first Phase of the Development to be built.
2. Not to cause or permit Occupation of any part of the Development unless and until the Parking Management Strategy has been approved in writing by the Planning Authority.
3. To implement and keep implemented the Parking Management Strategy as approved by the Planning Authority for the duration of the construction of the Development and for a minimum period thereafter of twelve (12) months from Completion of the entire Development.
4. As part of the Parking Management Strategy to submit to the Planning Authority a Parking Management Survey on a Phase by Phase basis as follows: the first survey to be submitted within six (6) months of Occupation of the first Phase to be Completed with subsequent surveys submitted within six (6) months of Occupation of each subsequent Phase.
5. In the event that any Parking Management Survey shows an underuse of general, disabled and/or cycle parking as against demand, to submit to the Planning Authority at the same time as submission of the Parking Management Survey a strategy for the provision of alternative use of general disabled and/or cycle parking spaces for the Planning Authority's approval.
6. To provide any alternative parking spaces as approved by the Planning Authority under paragraph 5 above within twelve (12) months of the date of the Planning Authority's written approval of such parking spaces.

## **Delivery and Service Plan**

7. To submit a draft Delivery and Servicing Plan in respect of each Phase for the Planning Authority's approval prior to Occupation of each Phase.
8. Not to cause or permit Occupation of the relevant Phase unless and until the Delivery and Servicing Plan in respect of that Phase has been approved in writing by the Planning Authority.
9. To implement and keep implemented the Delivery and Servicing Plans as approved by the Planning Authority for the duration of the construction of the Development and for a minimum period thereafter of twelve (12) months from Completion of the entire Development.

## **Schedule 10 Travel Plans**

The Developer covenants with the Planning Authority as follows:

1. Prior to Occupation of the first Phase of the Development to be built to submit to the Planning Authority for approval the Framework Travel Plan.
2. Not to Occupy or permit the Occupation of the first Phase to be built until the Framework Travel Plan has been approved in writing by the Planning Authority.
3. To submit an Updated Travel Plan to the Planning Authority for approval prior to Commencement of Development on each subsequent Phase of the Development.
4. Not to Commence Development on any subsequent Phase of the Development until an Updated Travel Plan has been approved in writing by the Planning Authority.
5. To implement the approved Framework Travel Plan and the Updated Travel Plan on or prior to Occupation of the relevant Phase of the Development and to keep the Framework Travel Plan and the Updated Travel Plans implemented for the duration of the construction of the Development and for a minimum period thereafter of twelve (12) months from Completion of the entire Development or such longer period in the event of an extension under the provisions of Schedule 11.

## **Schedule 11 Review of Travel Plans, Parking Management Strategy and Delivery and Servicing Plans**

The Developer covenants with the Planning Authority as follows:

1. To monitor the effectiveness of the Framework Travel Plan and the Updated Travel Plans, Parking Management Strategy and Delivery and Servicing Plans and to submit to the Planning Authority for approval written reports reviewing their effectiveness ("Review Report") which for the avoidance of doubt shall include the Travel Plan Survey and shall include, as appropriate, the remedies required as set out in the Framework Travel Plan on the following basis:
  - 1.1 The first Review Report to be submitted twelve (12) months after implementation of the Framework Travel Plan, first Delivery and Service Plan and the Parking Management Strategy.
  - 1.2 Subsequent Review Reports to be submitted periodically every twenty four (24) months over the duration of the construction of the Development.
  - 1.3 The final Review Report to be submitted twelve (12) months after Completion of the entire Development.
  - 1.4 In the event that a Review Report is submitted, which does not in the opinion of the Planning Authority achieve the objectives and or targets of the Framework Travel Plan or Updated Travel Plans, to submit revised proposals and or remedies in accordance with the Framework Travel Plan or Updated Travel Plans to the Planning Authority for its approval in writing.
  - 1.5 If the final Review Report to be submitted shows that the Framework Travel Plan and/or Updated Travel Plan targets have not been met, the Developer will extend the Framework Travel Plan for an additional two (2) year period and submit revised proposals and or remedies in accordance with the Framework Travel Plan to the Planning Authority for its approval in writing. This process shall be repeated as often as necessary until such revised proposals and or

remedies to the Framework Travel Plan are approved in writing by the Planning Authority.

## **Schedule 12 Highway Works**

The Developer covenants with the Planning Authority as follows:

### **Highway Works**

1. Not to Commence Development on any Phase until the Highway Works Specification in relation to that Phase has been submitted to the Planning Authority and approved in writing.
2. Not to Commence any Highway Works on any Phase until a Section 278 Agreement in relation to the Highway Works identified in the Highway Works Specification for the said Phase has been entered into with the Highway Authority.
3. To deliver the Highway Works required for each Phase in accordance with the approved Highway Works Specification for the said Phase.

### **Highway Reinstatement Works**

4. Not to Commence Development until a pre-construction condition survey of the condition of the highways and footways in the vicinity of the Development has been carried out and submitted to the Planning Authority.
5. To carry out a post-completion condition survey of the condition of the highways and footways in the vicinity of the Development within one (1) month of Completion of the Development and to submit this to the Planning Authority together with details of any necessary Highway Reinforcement Works that are proposed to be carried out and a timetable for the carrying out of the said works for the Planning Authority's approval.
6. To agree the nature and extent of the surveys required under paragraphs 4 and 5 above with the Planning Authority prior to their being carried out.

7. To give the Planning Authority seven (7) days prior notice of the carrying out of the said surveys.
  
8. To carry out the agreed Highway Reinstatement Works within the timetable agreed by the Planning Authority.

### **Schedule 13 Signage Contribution**

The Developer covenants with the Planning Authority as follows:

1. In the event that the road safety audits submitted in accordance with the planning conditions on the Planning Permission indicate that vehicle speed activated safety signage is required on either or both of South Street and Alma Road and on receipt of a written notice from the Planning Authority specifying the amount of the Signage Contribution to pay the Signage Contribution to the Planning Authority within twenty (20) Working Days of receipt of the written notice.

## **Schedule 14 Public Open Space and Public Realm**

The Developer covenants with the Planning Authority as follows:

1. To submit the Open Space and Public Realm Management Strategy to the Planning Authority for approval prior to the Commencement of Development.
2. Not to Commence Development until the Open Space and Public Realm Management Strategy has been approved by the Planning Authority in writing.
3. To deliver the Open Space and Public Realm in accordance with the specification and timetable set out in the approved Open Space and Public Realm Management Strategy.
4. To manage and maintain the Open Space and Public Realm in accordance with the approved Open Space and Public Realm Management Strategy.

### **Schedule 15 Sport England Contribution**

The Developer covenants with the Planning Authority as follows:

1. To pay to the Planning Authority the amount of the Sport England Contribution agreed under the provisions of Schedule 2 in respect of any Phase prior to Occupation of any Residential Unit on that Phase.
2. Not to Occupy any Residential Unit on the relevant Phase until the Sport England Contribution in respect of the Phase has been paid to the Planning Authority.

## **Schedule 16 Healthcare**

The Developer covenants with the Planning Authority as follows:

1. Not to Commence or continue Development on any subsequent Phases following Phase 2A until the Medical Centre on Phase 2A has been constructed to shell and core (unless otherwise agreed by the Planning Authority in writing).

## **Schedule 17 Indicative Mix**

The Developer covenants with the Planning Authority as follows:

### **Indicative Mix**

1. To seek to reflect the Indicative Mix as far as practicable in each Reserved Matters Application.

### **Schedule 18 Cycling Improvements**

The Developer covenants with the Planning Authority as follows:

1. To submit the Cycling Improvements Scheme to the Planning Authority for approval with the Reserved Matters Application(s) for Phase 2A(ii) and Phase 2B.
2. To carry out the improvements specified in the approved Cycling Improvements Scheme prior to Occupation of any Residential Unit in Phase 2B.
3. Not to Occupy any Residential Unit in Phase 2B until the improvements specified in the approved Cycling Improvements Scheme have been completed to the satisfaction of the Planning Authority.

## **Schedule 19 Wayfinding Signage**

The Developer covenants with the Planning Authority as follows:

1. To submit details of the Wayfinding Signage to the Planning Authority for approval at the same time at the Reserved Matters Application for Phase 2A.
2. To install the approved Wayfinding Signage to the satisfaction of the Planning Authority prior to the Occupation of Phase 2B.
3. Not to Occupy Phase 2B until the Wayfinding Signage has been installed to the satisfaction of the Planning Authority.
4. To thereafter maintain the Wayfinding Signage unless it is located on highway maintainable at the public expense.

## **Schedule 20 Covenants by the Planning Authority**

The Planning Authority covenants with the Developer as follows:

### **Contributions**

1. To pay the Contributions into an interest-bearing account as soon as reasonably practicable.
2. In the event that the Contributions have not been spent or committed for expenditure by the Planning Authority within ten (10) years following the date of receipt of the Contributions the Planning Authority shall refund to the party who paid the Contributions any part of the Contributions which have not been spent or committed for expenditure (whether by contract or otherwise) together with any accrued interest.

### **Approvals**

3. To use reasonable endeavours to respond to the written submission of any details required under this deed within eight (8) weeks of receipt of the said details.

## Schedule 21 Title Numbers

### Part 1 – London Borough of Enfield

AGL264694, AGL318773, EGL229033, MX115727, MX115786, MX115787,  
MX115788, MX120598, MX131882, MX131883, MX136772, MX160739,  
MX174248, MX187935, MX197830, MX211789, MX232292, MX235483,  
MX245857, MX247498, MX255049, MX255714, MX268666, MX291773,  
MX292035, MX295961, MX299753, MX307391, MX315426, MX320033,  
MX323515, MX329089, MX330117, MX42405, MX431132, MX439012,  
MX446345, MX447493, MX454286, MX471476, MX475341, MX68536, MX69765,  
MX70372, MX73860, MX89682, MX267821, MX43298, MX69769, MX69768,  
MX69767, MX305202, MX302713, MX304611, MX255049, NGL105806,  
NGL107596, NGL124336, NGL158123, NGL168460, NGL197281, NGL253164,  
NGL361820, NGL68336, NGL68337, NGL68338, NGL87257, NGL68335,  
P102663, P121416, P141608, P141777, P65159

### Part 2 – subject to CPO

MX416406, MX304728, EGL341080, EGL275544, MX262362, MX337831

## **Appendix 1: Plans**

Phasing Plan – 560\_OUT\_PL(00)102 Rev B

Plan 1 – 560\_OUT\_PL(00)001

Plan 2 – 28193-CS-004 Rev B

Plan 3 – 2819/001/051

Plan 4 – 084\_SK\_020

Plan 5 – 084\_SK\_019

## **PHASING PLAN**

<p>All levels are to reflect above entrance datum unless indicated otherwise</p> <p>This drawing must be read in conjunction with all other relevant drawings and specifications from the Architect and other consultants.</p> <p>Extending building information based upon survey drawings</p>	<p>All dimensions in millimetres unless stated otherwise</p> <p>All dimensions given are net dimensions, i.e. excluding thicknesses of walls, floors, etc.</p> <p>All partitions are to be solidwy or structural.</p> <p>For setting out and specification of M&amp;E services refer to M&amp;E Consultant's documents.</p> <p>For setting out and specification of structures refer to Structural Engineers' documents.</p>
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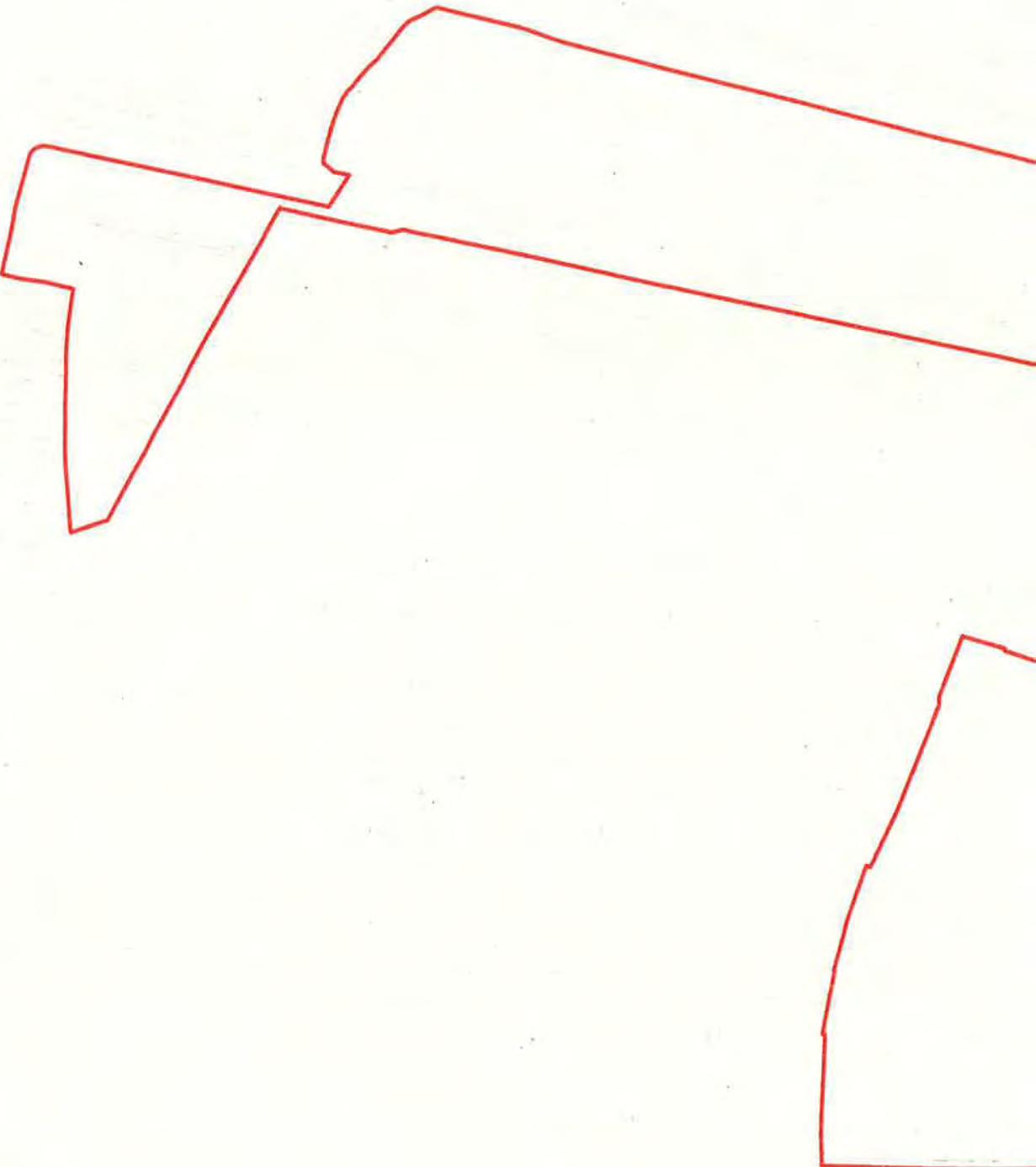
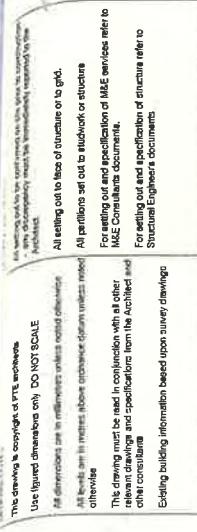
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**PLAN 1**

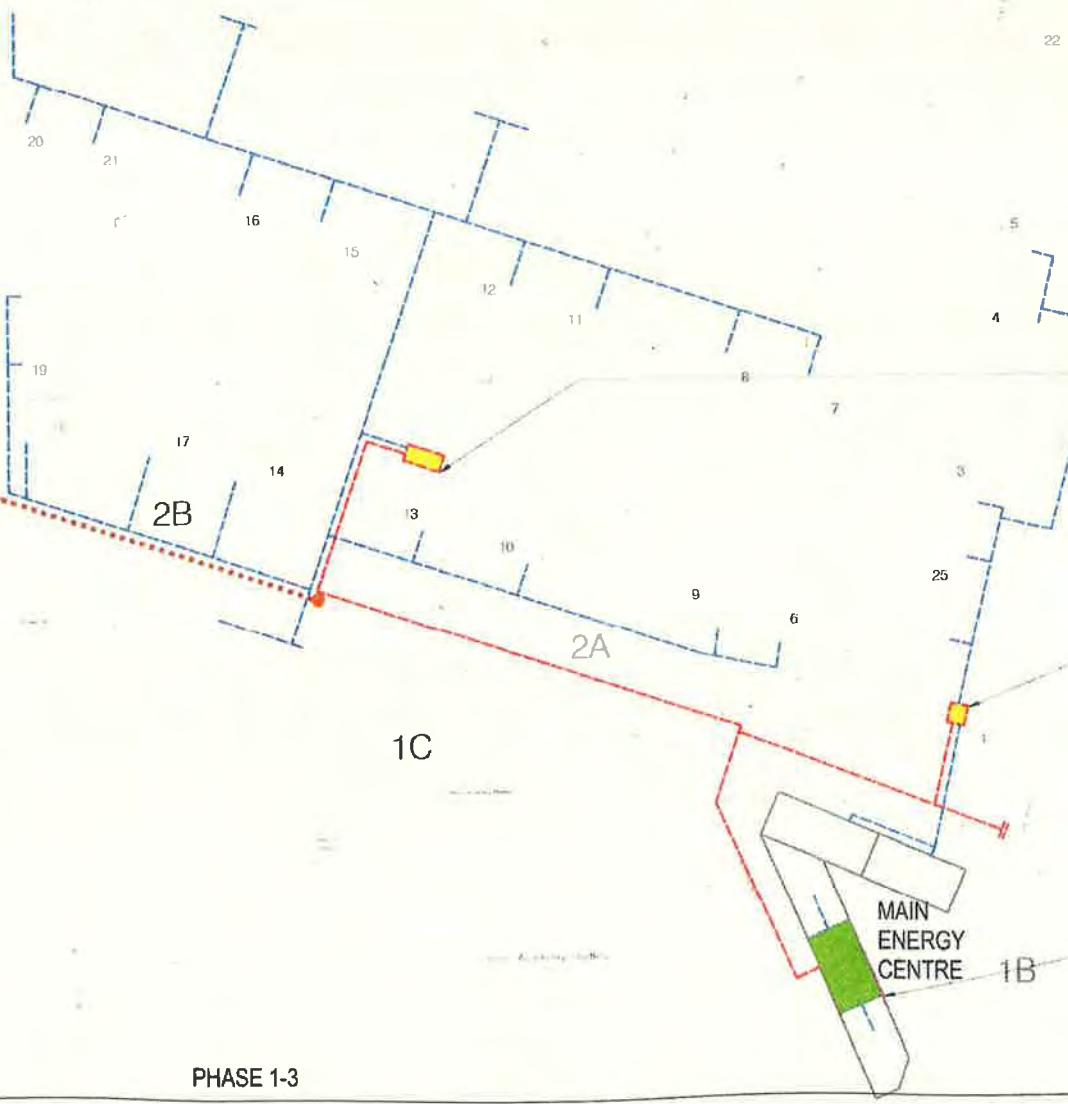


## **PLAN 2**

PHASE 4

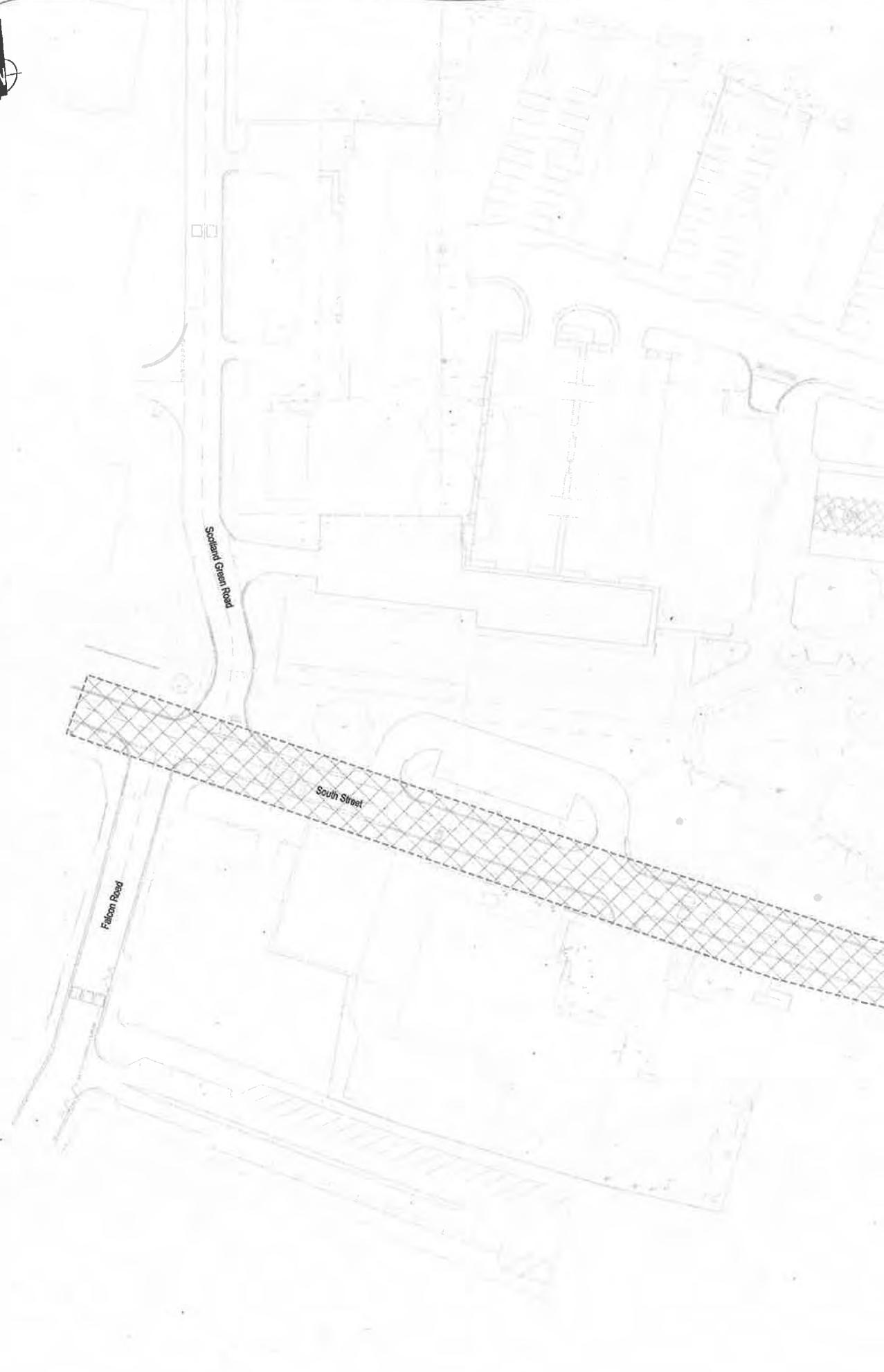
SECTION BETWEEN OMITTED

3A



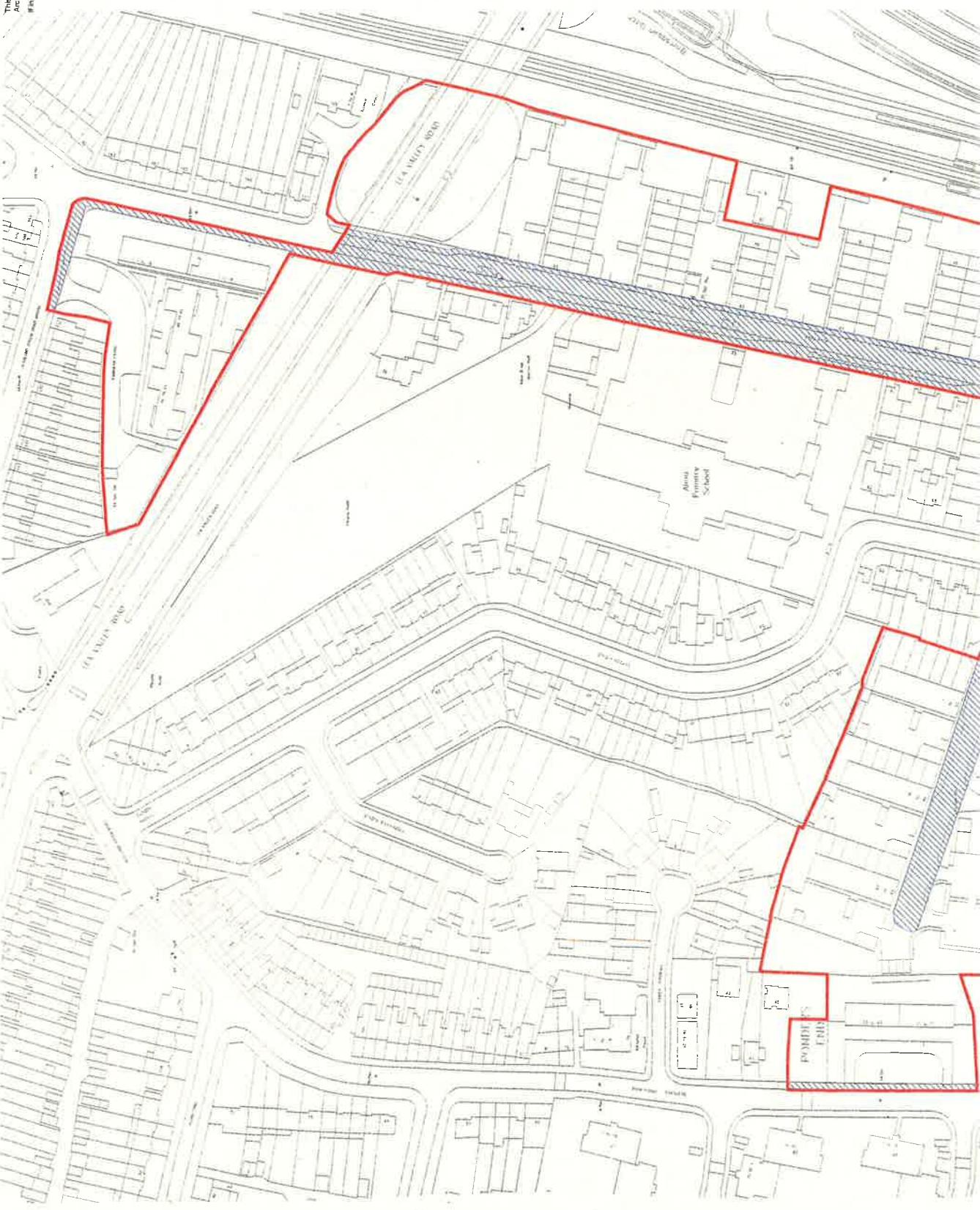
PHASE 1-3

## **PLAN 3**



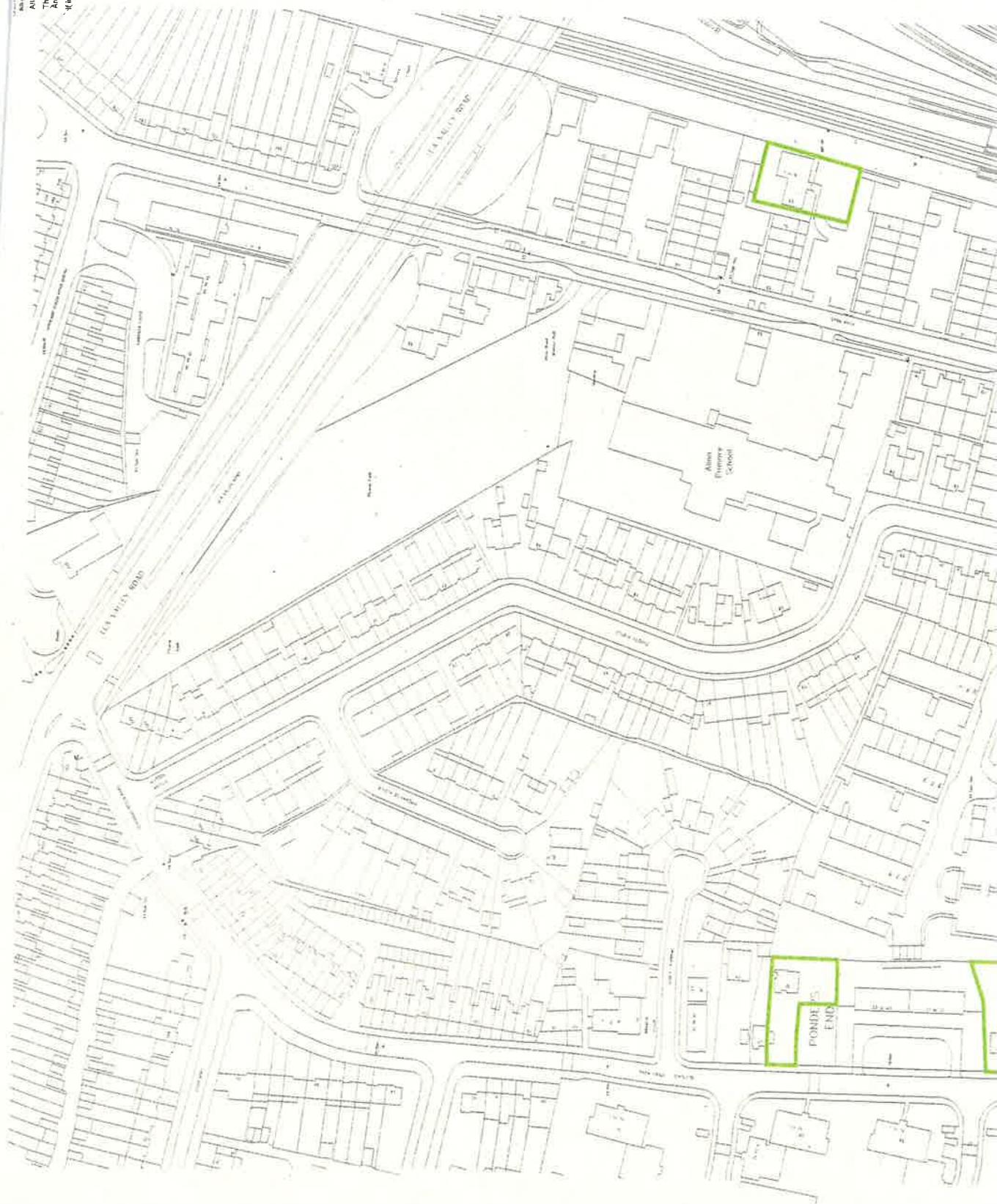
## **PLAN 4**

**4**  
Use Figure drawings only. DO NOT DRAW.  
All dimensions are in inches unless stated otherwise.  
All figures are in metric above dimensions units noted elsewhere.  
This drawing must be read in conjunction with all other relevant drawings and specifications from the  
Architect and other consultants  
For further info see:  
[www.safecity.org](http://www.safecity.org)



## **PLAN 5**

All levels are in metres above a mean sea level unless noted otherwise  
The drawing must be read in conjunction with all other relevant drawings and specifications from the  
Architect and/or consultants  
If in doubt, ask



## **Appendix 2: Draft Planning Permission**

# PLANNING GRANTED



Mrs Rosie Baker  
Terence O'Rourke  
Linen Hall  
162 - 168 Regent Street  
London  
Greater London  
W1B 5TE  
United Kingdom

Please reply to: Ms Sharon Davidson  
Email: Development.control@enfield.gov.uk  
My ref: 15/02039/OUT  
Date: 19 June 2017

## DRAFT

Dear Sir/Madam

In accordance with the provisions of the Town and Country Planning Act, 1990 and the Orders made thereunder, and with regard to your application at:

**LOCATION:** Alma Estate EN3

**REFERENCE:** 15/02039/OUT

**PROPOSAL:** Outline planning application for the phased regeneration of the Alma Estate comprising the demolition of Cormorant House, Curlew House, Kestrel House, Merlin House, Silver Birch Court, 1-34 Fairfield Close, 15-107 (odd) 63 (flats 1-9) Alma Road, 7-89 (odd) Napier Road, 5, 7, 9, 21-43 (odd), 45 Scotland Green Road, 98-142 (even), 171a South Street, Ponders End Youth Centre and Welcome Point Community Centre (including 746 residential units, 866sqm of retail shops and other uses with the South Street local parade, 1540sqm of community facilities, and associated works) and the erection of a maximum of 993 residential units, a maximum of 636sqm of flexible retail (A1/A2) floorspace, 150sqm of restaurant/café (A3) floorspace, 2,591sqm of community (D1)/leisure (D2) floorspace (to include 1540sqm for provision of a community centre and youth centre, 80 sqm of flexible A2/B1/D1/D2 floorspace, 439sqm for a gym and minimum of 532sqm to a maximum of 833sqm for a medical centre), retention of existing Multi-Use-Games-Area (MUGA), site wide energy centre, relocation and provision of telecommunications equipment, resited and open space and play facilities, landscaping, new access arrangements and highway works, public realm, car parking and associated works (all matters reserved). (An Environmental Statement, including a non-technical summary, also accompanies the planning application in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 (as amended by the 2015 Regulations)).

Ian Davis  
Director - Environment  
Enfield Council  
Civic Centre, Silver Street  
Enfield EN1 3XY

Phone: 020 8379 1000  
Website: [www.enfield.gov.uk](http://www.enfield.gov.uk)

? If you need this document in another language or format call Customer Services on 020 8379 1000, or email [enfield.council@enfield.gov.uk](mailto:enfield.council@enfield.gov.uk)

CUSTOMER  
SERVICE  
EXCELLENCE



The Government Standard

**ENFIELD COUNCIL**, as the Local Planning Authority, give you notice that the application, as described above, is **GRANTED** subject to the following conditions:-

1 No development shall take place on any phase of the development (save for operations consisting of site clearance (excluding demolition of buildings), archaeological investigations, investigations for assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure and the temporary display of site notices or advertisements) unless and until all parties with a legal interest in the land comprising the relevant phase of the development have entered into a planning obligation pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) in order to ensure that the planning obligations set out in the overarching agreement made under section 106 of the Town & Country Planning Act 1990 and other powers dated [ ] subject to which this planning permission has been granted (or any variation thereto) bind the legal interests in that phase of the development site.

Reason: at the time of this permission being granted the applicant did not have sufficient interest in the development site such that the planning obligations in the overarching section 106 agreement would be enforceable against persons deriving title from them. Development must not commence on any phase of the development site until the legal interests in that phase are bound under a section 106 planning obligation.

2 The development hereby permitted shall be carried out in accordance with the approved plans including plans(s) that may have been revised or may be amended necessary to support the reserved matters application(s) required by the various conditions of this permission, as set out in the attached schedule which forms part of this notice (ref. 01 560\_OUT\_PL(00)001, 02 560\_OUT\_PL(00)002 Rev A, 03 560\_OUT\_PL(00)003 Rev A, 04 560\_OUT\_PL(00)101 Rev A, 05 560\_OUT\_PL(00)102 Rev B, 06 560\_OUT\_PL(00)103 Rev A, 07 560\_OUT\_PL(00)104 Rev B, 08 560\_OUT\_PL(00)105 Rev A, 1405\_OUT\_PL000 Rev A, 1405\_OUT\_PL019 Rev A).

Reason: For the avoidance of doubt and in the interests of proper planning.

3 Unless otherwise agreed in writing or agreed through a reserved matters application submitted pursuant to condition 5 to the Local Planning Authority, the development permitted by this outline planning permission shall take place in accordance with the revised Phasing Plan (ref.05 560\_OUT\_PL(00)102 Rev B) submitted with the application.

Reason: For the avoidance of doubt and in the interests of proper planning.

4 The development shall be begun not later than three years from the date of this permission or two years from the final approval of the last Reserved Matters application, whichever is the later. The final reserved matters application shall be submitted no later than ten years from the date of this permission.

Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).

5 Approval of the details shown below (the Reserved Matters) for each phase of development shall be obtained from the Local Planning Authority in writing before any development in that phase is commenced:

- a) layout
- b) scale
- c) appearance
- d) access
- e) landscaping
- f) updated phasing plan (if relevant)

Should Phase 1A development not be carried out in accordance with full planning permission ref: 15/02040/FUL then a reserved matters application in accordance with sub-points A - E shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development on that phase.

Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).

6 The details of applications for the approval of any Reserved Matters should be consistent with the revised Design Code and parameter plans (as set out in Condition 2) submitted as part of the outline planning application, and the residential development shall comply with the minimum requirements of the nationally described space standards (or any amended version thereof) unless otherwise agreed in writing with the Local planning Authority.

Reason: For the avoidance of doubt and in the interests of proper planning, and to ensure a high quality form of development.

7 The maximum number of residential units on the site shall be restricted to 993 units.

Reason: For the avoidance of doubt and because the highway and other impacts have been assessed on the basis of the above quantum of development

8 The non-residential element of the development hereby permitted under this permission shall be provided in accordance with the following schedule unless otherwise agreed in writing through a reserved matters application submitted pursuant to condition 4 (all Gross Internal Area (GIA)):

- o Retail (Use Class A1/A2 - 636 sqm)
- o Restaurant/café (Use Class A3 - 150 sqm)
- o Gym (Use Class D2 - 439 sqm);

- o Community centre (Use Class D1 - 330 sqm);
- o Youth centre (D1 - 1210 sqm);
- o Medical centre (Use Class D1 minimum of 532sqm to maximum of 833sqm)
- o 80 sqm of flexible Use Class A2/B1/D1/D2 floorspace for relocated community / commercial uses;

Reason: For the avoidance of doubt and because the highway and other impacts have been assessed on the basis of the above quantum of development.

9 Prior to the commencement of development of each phase of the development, the following details shall be submitted to, and approved in writing by, the Local Planning Authority:

- a) a plan to a scale and level of accuracy appropriate to the proposal that shows the position of every tree on site with a stem diameter over the bark measured at 1.5 metres above ground level of at least 75 millimetres. In addition any tree on neighbouring or nearby ground to the site that is likely to have an effect upon or be affected by the proposal (e.g. by shade, overhang from the boundary, intrusion of the Root Protection Area (BS 5837, Trees in relation to design, demolition and construction - Recommendations) or general landscape factors) must be shown.
- b) the details of each tree as required in accordance with BS 5837 in a separate schedule.
- c) a schedule of tree works for all the trees in paragraphs (a) and (b) above, specifying those to be removed, pruning and other remedial or preventative work.
- d) the details of any proposed alterations to the existing ground levels or the position of any proposed excavations either adjacent to (within 5 metres) or within of the Root Protection Area (BS 5837) of any retained\* tree, including those on neighbouring ground.
- e) the details of all the appropriate tree protection measures for every retained tree before and for the entire duration of the course of the development.

In this condition a "retained tree" means an existing tree which is to be retained in accordance with the plan referred to at paragraph (A) above.

Reason: To screen, preserve and enhance the development and ensure adequate landscape treatment in the interest of amenity and to ensure successful establishment of new planting.

10 Any trees or plants that, within a period of five years after planting, are removed, die or become, in the opinion of the Local Planning Authority, seriously damaged or defective, shall be replaced as soon as is reasonably practicable with others of species, size and number as originally approved, unless the Local Planning Authority gives its written consent to any variation.

Reason: To ensure the provision, establishment and maintenance of a reasonable standard of landscape in accordance with the approved designs.

11 Prior to the commencement of development on each phase of the development (other than demolition of the existing buildings) as identified by condition 3 samples of the materials to be used in

the construction of the external surfaces noted below shall be submitted to, and approved in writing by, the Local Planning Authority:

- a) facing materials
- b) balcony treatment
- c) window details
- d) the ground surfacing
- e) the boundary treatment
- f) external rainwater goods

The development shall be carried out in accordance with the approved details and shall thereafter be retained.

Reason: To ensure a satisfactory external appearance.

12 No development shall take place on each phase of the development as identified by condition 3 until plans detailing the existing and proposed ground levels including the levels of any proposed buildings, roads and/or hard surfaced areas shall be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the approved details.

Reason: To ensure that levels have regard to the level of surrounding development, gradients and surface water drainage.

13 Before any superstructure work is commenced on each phase of the development as identified by condition 3, details of any external lighting proposed shall be submitted to and approved in writing by the Local Planning Authority. Lighting to all access roads, footpaths and footways should be to minimum standard S2 of BS 5489. The approved external lighting shall be provided before that phase of the development is occupied.

Reason: To ensure that the development does not prejudice the amenities of adjoining occupiers and / or the visual amenities of the surrounding area.

14 Before any superstructure work is commenced on each phase of the development as identified by condition 3, details of any associated communal telecommunications infrastructure and plant shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out strictly in accordance with the details approved and maintained as such thereafter.

Reason: To ensure satisfactory appearance and facilitate equitable access to telecommunications services.

15 Any extraction plant, air conditioning units and any other plant or equipment that is required on the exterior of the buildings shall be installed in accordance with details that shall first have been submitted to, and agreed in writing by, the Local Planning Authority. The details shall include:

proposals for communal provision of television receiving equipment, wherever possible; siting; appearance; any arrangements for minimising the visual impact; and any arrangements for mitigating potential noise and vibration.

Reason: To ensure that any plant or equipment that is required on the exterior of the buildings preserves the highest standards of architecture and materials in accordance with Policies 7.6 and 7.7 of the London Plan (2015)

16 Notwithstanding the provisions of Part 16 (Communications) to Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015, or any order revoking and replacing that Order with or without modification, no development that would otherwise be permitted by that part of the Order (or the equivalent provisions of any replacement Order) shall be carried out without planning permission having first been obtained by the Local Planning Authority.

Reason: To ensure that the development preserves the highest standards of architecture and materials in accordance with Policies 7.6 and 7.7 of the London Plan (2015)

17 Unless otherwise agreed in writing through a reserved matters application submitted pursuant to condition 5 to the Local Planning Authority, 90% of residential units shall meet Building Regulation requirement M4(2) accessible and adaptable dwellings and the remaining 10% of units meet Building Regulation requirement M4(3) wheelchair user dwellings.

Reason: To ensure the development adequately engages with the principles of inclusive access.

18 No development shall take place on each phase of the development (other than the demolition of the existing buildings) as identified by condition 3 until a scheme that includes the following components 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:

- all previous uses,
- potential contaminants associated with those uses,
- a conceptual model of the site indicating sources, pathways and receptors,
- 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 results of the site investigation and detailed risk assessment referred to in (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 the remediation strategy in (3) are complete and identifying any requirements for longer -term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the express written consent of the Local

Planning Authority. The scheme shall be implemented as approved.

Reason: To protect the water environment, including groundwater.

19 No occupation of a building in each phase of the development as identified by condition 3 shall take place until a verification report demonstrating completion of works relevant to that building as set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To protect the water environment, including groundwater.

20 No development shall take place on each phase of the development as identified by condition 3 until a long-term monitoring and maintenance plan in respect of contamination including a timetable of monitoring and submission of reports to the Local Planning Authority has been submitted to and approved in writing by the Local Planning Authority. Reports as specified in the approved plan, including details of any necessary contingency action arising from the monitoring, shall be submitted to and approved in writing by the Local Planning Authority. Any necessary contingency measures shall be carried out in accordance with the details in the approved reports. On completion of the monitoring specified in the plan a final report demonstrating that all long-term remediation works have been carried out and confirming that remedial targets have been achieved shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To protect the water environment, including groundwater, from pollution and/or further deterioration. The desk study indicates the presence of polluting substances from the previous uses. The site is located within SPZ for public water supplies.

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

Reason: To protect the water environment, including groundwater.

22 No works shall take place on each phase of the development as identified by condition 3 (other than demolition of the existing buildings) until details of piling or any other foundation designs using penetrative methods have been submitted to and approved in writing by the Local Planning Authority,

demonstrating that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To protect the water environment, including groundwater

23 Prior to the commencement of development on each phase of the development as identified by condition 3, an Air Quality Dust Management Plan, based upon the air quality dust risk assessment submitted in the environmental statement and written in accordance with the Mayor of London's Supplementary Planning Guidance 'The Control of Dust and Emissions During Construction & Demolition' detailing how dust and emissions will be managed during demolition and construction work shall be submitted to and approved in writing by the Local Planning Authority. Once approved in writing the Air Quality Dust Management Plan shall be fully implemented for the duration of any demolition and construction works.

Reason: To ensure that the development does not adversely affect air quality.

24 No demolition, construction or maintenance activities audible at the site boundary of any residential dwelling shall be undertaken outside the hours of 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 Saturday or at any time on Sundays and bank or public holidays without the written approval of the Local Planning Authority, unless the works have been approved in advance under section 61 of the Control of Pollution Act 1974.

Reason: To ensure that the demolition of the existing buildings and the construction and maintenance of the development does not prejudice the amenities of occupiers of nearby premises due to noise pollution.

25 No deliveries of construction and demolition materials shall be taken at or despatched from the site outside the following times 08:00 - 18:00 Monday to Friday, 08:00 - 13:00 Saturdays and at no other time except with the prior written approval of the Local Planning Authority.

Reason: To ensure that the deliveries of construction and demolition materials does not prejudice the amenities of occupiers of nearby premises due to noise pollution.

26 Before any superstructure work is commenced on each phase of the development as identified by condition 3, an acoustic report shall be submitted to and approved in writing by the Local Planning Authority. The report must set out the sound level generated from kitchen extraction systems and any air conditioning or other ventilation systems and state the noise control measures to be employed to ensure the noise from any of the systems does not exceed a level of 10dB(A) below background noise level measured as L A90 15 minutes during operational hours, at the façade of the nearest residential property.

Reason: To ensure the use of the premises does not prejudice the amenities of occupiers of nearby premises due to noise pollution.

27 The development shall be constructed so as to provide sufficient air-borne and structure-borne sound insulation against externally generated noise and vibration. This sound insulation shall ensure that the level of noise generated from external sources shall be no higher than 35 dB(A) from 7am - 11pm in living rooms, bedrooms and dining rooms and 30 dB(A) in bedrooms from 11pm - 7am measured as a LAeq,T. The LAF Max shall not exceed 75dBA 11pm - 7am more than 15 times. A scheme for mitigation measures shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development on each phase of the development as identified by condition 2. The approved mitigation scheme shall be implemented in its entirety before any of the units are occupied/the use commences.

Reason: To ensure that the occupiers of the buildings are protected from external noise pollution.

28 A scheme to address impact noise from the use of free weights and weight machines and exercise classes at the gym as well as music shall be submitted to and approved in writing by the Local Planning Authority, prior to the first occupation of the gym. The development shall be completed in accordance with the approved details prior to occupation.

Reason: To ensure that the occupiers of the buildings are protected from external noise pollution.

29 Prior to the commencement of development on each phase of the development as identified by condition 3, an acoustic assessment written in line with the latest version of BS5228: Part 1 Code of practice for noise and vibration control on construction and open sites shall be submitted to and approved in writing by the Local Planning Authority. The assessment shall focus on the nearest noise affected residential premises and propose mitigation where required to ensure the LAeq 10-Hour does not exceed 75dBA.

Reason: To ensure the use of the premises does not prejudice the amenities of occupiers of nearby premises due to noise pollution.

30 A) No development other than demolition to existing ground level shall take place on any phase as identified by condition 3 until the applicant (or their heirs and successors in title) has secured the implementation of a programme of archaeological evaluation in accordance with a written scheme for that phase which has been submitted by the applicant and approved by the Local Planning Authority in writing and a report on that evaluation has been submitted to the Local Planning Authority.  
B) If heritage assets of archaeological interest are identified by the evaluation under Part A, then before development of that phase commences, other than demolition to existing ground level, the applicant (or their heirs and successors in title) shall secured the implementation of a programme of archaeological investigation in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the Local Planning Authority in writing.  
C) No development other than demolition down to existing ground level shall take place for that phase other than that in accordance with the Written Scheme of Investigation approved under Part (B).

D) The development of that phase shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (B), and the provision for analysis, publication and dissemination of the results and archive deposition has been secured as appropriate.

Reason: Heritage assets of archaeological interest may survive on the site. The planning authority wishes to secure the provision of appropriate archaeological investigation, including the publication of results, in accordance with Section 12 of the NPPF.

Informative: Although a single archaeological condition is being applied to the whole site, development will take place in a phased approach. Written schemes of investigation for each phase will need to be prepared and implemented by a suitably qualified archaeological practice in accordance with Historic England Greater London Archaeology guidelines and approved by the local authority as appropriate.

31 Applications for approval of Reserved Matters submitted pursuant to this permission relating to layout, scale, appearance and landscaping of the development shall be accompanied by a detailed Ecology and Biodiversity Strategy in accordance with the proposals identified at paragraph 17.6.9 of chapter 17 'Natural Heritage' of the approved Environmental statement. The Ecology and Biodiversity Strategy shall explain:

- a) the incorporation of bird boxes, bat roosts and other wildlife features if appropriate on buildings;
- b) the creation of wildlife habitats within the public realm, integrated into the detailed SUDS designs (i.e. standing and running water, grassland, log piles, green/brown roofs); and
- c) the management arrangements for these features for the first five years.

Reason: To ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, London Plan and local policies.

32 All areas of hedges, scrub or similar vegetation where birds may nest which are to be removed as part of the development, are to be cleared outside the bird-nesting season (March - August inclusive) or if clearance during the bird-nesting season cannot reasonably be avoided, a suitably qualified ecologist will check the areas to be removed immediately prior to clearance and advise whether nesting birds are present. If active nests are recorded, no vegetation clearance or other works that may disturb active nests shall proceed until all young have fledged the nest.

Reason: To ensure that wildlife is not adversely impacted by the proposed development in accordance with national wildlife legislation and in line with CP36 of the Core Strategy. Nesting birds are protected under the Wildlife and Countryside Act, 1981 (as amended).

33 Prior to the commencement of each phase of the development (other than demolition of the existing buildings) as identified by condition 3, details of the internal consumption of potable water shall be submitted in writing to the Local Planning Authority. The submitted details will demonstrate

reduced water consumption through the use of water efficient fittings, appliances and recycling systems to show consumption equal to or less than 90 litres / person / day for residential and 12.5% reduction for non-residential. A feasibility report should be submitted to demonstrate that 90 litres / person / day for residential and 12.5% reduction for non-residential is not achievable for that phase of the development if that is the case, setting out what level of reduction is achievable. The submitted details / feasibility report for each phase shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out strictly in accordance with the details so approved and evidence of this shall be provided through the form of self-certification within 3 months of the first occupation; the water efficient fittings, appliances and recycling systems shall be maintained as such thereafter.

Reason: To promote water conservation and efficiency measures in all new developments and where possible in the retrofitting of existing stock in accordance with Policy CP21 of the Core Strategy, Policy DMD58 of the Development Management Document, Policy 5.15 of the London Plan.

34 Before any superstructure work is commenced on each phase of the development as identified by condition 3, details of a rainwater recycling system shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out strictly in accordance with the details so approved and maintained as such thereafter.

Reason: To promote water conservation and efficiency measures in all new developments and where possible in the retrofitting of existing stock in accordance with Policy CP21 of the emerging Core Strategy and Policy 5.15 of the London Plan

35 Before any superstructure work is commenced on each phase of the development as identified by condition 3, details of a phase wide drainage plan based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development shall be submitted and approved in writing by the Local Planning Authority. The details shall be based on an assessment of the potential for disposing of surface water by means of a sustainable drainage system in accordance with the principles as set out in the National Planning Practice Guidance. The drainage strategy will:

- a) Limit the surface water run-off generated by the development to Greenfield rates during all storm events up to and including the 1 in 100 chance in any year event, taking the effects of climate change into account.
- b) Maximise the use of Sustainable Drainage Systems (SuDS) including green/brown roofs.
- c) Establish design code parameters for above ground surface water management across the development site

The measures shall be fully installed/operational prior to occupation and subsequently in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority and a continuing

management and maintenance plan put in place to ensure its continued function thereafter over the lifetime of the development.

The development shall be carried out strictly in accordance with the details so approved and maintained as such thereafter.

Reason: To ensure the sustainable management of water, minimise flood risk and to minimise discharge of surface water outside of the curtilage of the property in accordance with Policy CP28 of the Core Strategy, DMD59-63, Policies 5.12 & 5.13 of the London Plan and the NPPF.

36 Before any superstructure work is commenced on each phase of the development as identified by condition 3, details of the biodiversity (green/brown) roof(s) for that phase shall be submitted and approved in writing by the Local Planning Authority. The biodiversity (green/brown) roof(s) shall be:

- a) Biodiversity based with extensive substrate base (depth 80-150mm);
- b) Planted/seeded with an agreed mix of species within the first planting season following practical completion of the building works.

The biodiversity (green/brown) roof shall not be used for any recreational purpose and access shall only be for the purposes of the maintenance and repair or means of emergency escape. Details shall include full ongoing management plan and maintenance strategy/schedule for the green/brown roof to be approved in writing by the Local Planning Authority. The development shall be carried out strictly in accordance with the details so approved and maintained as such thereafter.

Reason: To minimise the impact of the development on the ecological value of the area and to ensure the development provides the maximum possible provision towards the creation of habitats and valuable areas for biodiversity in accordance with Policy CP36 of the Core Strategy, the Biodiversity Action Plan and Policies 5.11 & 7.19 of the London Plan.

37 Before any superstructure work is commenced on each phase of the development as identified by condition 3, a detailed feasibility study for the installation of living walls shall be submitted and approved in writing by the Local Planning Authority. The study shall include a full account of a range of living wall products and types, feasibility tested against the following criteria:

- a) An examination of all building typologies and uses within the stated phases;
- b) Orientation, shading and layout opportunities / constraints including site layout plan identifying individual units for installation;
- c) Contribution to SUDS Strategy;
- d) Thermal and cooling benefits;
- e) Planting schedule to maximise the ecological benefits of the installation commensurate with the opportunities / constraints of the site.

Should, following consideration of the feasibility study, living walls be deemed as feasible by the Local Planning Authority, all living wall installations in accordance with the approved scheme shall be completed/planted during the first planting season following practical completion of the development hereby approved. The details submitted shall set out a plan for the continued management and maintenance of the site and any planting which dies, becomes severely damaged or diseased within five years of completion of the development shall be replaced with new planting in accordance with the approved details or an approved alternative and to the satisfaction of the Local Planning Authority.

Reason: To minimise the impact of the development on the ecological value of the area and to ensure the development provides the maximum possible provision towards the creation of habitats and valuable areas for biodiversity in accordance with Policy CP36 of the Core Strategy, the Biodiversity Action Plan and Policies 5.11 & 7.19 of the London Plan.

38 The development shall provide for no less than a 36% reduction on the total CO2 emissions arising from the operation of a development and its services over Part L of Building Regulations 2013 when connected to the Lee Valley Heat Network (LVHN). The development shall be carried out strictly in accordance with the energy statement so approved and maintained as such thereafter. Within 1 month following practical completion of works to each residential phase of the development, a final Energy Performance Certificate and Building Regulations compliance report shall be submitted to an approved in writing by the Local Planning Authority.

Reason: In the interest of sustainable development and to ensure that the Local Planning Authority may be satisfied that CO2 emission reduction targets are met in accordance with Policy CP20 of the Core Strategy, Policies 5.2, 5.3, 5.7 & 5.9 of the London Plan and the NPPF.

39 Before any superstructure work is commenced on each phase of the development as identified by condition 3, details of the renewable energy technologies for that phase shall be submitted and approved in writing by the Local Planning Authority. The details shall include:

- a) The resulting scheme, together with any flue/stack details, machinery/apparatus location, specification and operational details;
- b) A management plan and maintenance strategy/schedule for the operation of the technologies;
- c) (if applicable) A servicing plan including times, location, frequency, method (and any other details the Local Planning Authority deems necessary); and,
- d) (if applicable) A noise assessment regarding the operation of the technology.

Should, following further assessment, the approved renewable energy option be found to be no-longer suitable:

- e) A revised scheme of renewable energy provision, which shall provide for no less than 20% onsite CO2 reduction, shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site, the details shall also include a response to

sub-points a) to d) above. The final agreed scheme shall be installed and operation prior to the first occupation of the Phase 1 of the development, unless otherwise agreed in writing by the Local Planning Authority.

The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interest of sustainable development and to ensure that the Local Planning Authority may be satisfied that CO2 emission reduction targets by renewable energy are met in accordance with Policy CP20 of the Core Strategy, DMD51-54 of the Development management Document, Policies 5.2, 5.3, 5.7 & 5.9 of the London Plan 2011 and the NPPF.

40 Before any superstructure work is commenced on each phase of the development as identified by condition 3, an undertaking to certify the scheme in accordance with one of the following methods for the assessment of the sustainability credentials of the residential development (or an alternative recognised method) shall be submitted to and approved in writing by the Local Planning Authority. Recognised methods include:

- a) Home Quality Mark;
- b) BREEAM;
- c) Buildings for Life;
- d) HQE;
- e) Passivhaus; or
- f) LEED

The details shall include feasibility testing (where applicable), a sustainable design and construction statement outlining how the preferred assessment tool was selected and how the method accords with requirements of the Local Plan and shall target a stated rating across the development equivalent to those required by DMD50.

Reason: In the interest of providing high quality sustainable homes and secure compliance with the Spatial Vision of the Core Strategy, Policy DMD50 of the Development Management Document and the NEEAAP.

41 Prior to the occupation of development within each phase of the development as identified by condition 3, accredited certification under the agreed sustainability assessment method and rating target set by condition 39 above shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interest of providing high quality sustainable homes and secure compliance with the Spatial Vision of the Core Strategy, Policy DMD50 of the Development Management Document and the NEEAAP

42 Evidence confirming that the non-residential part of the development achieves a BREEAM New Construction 2014 rating (or subsequent equivalent quality assured scheme) of no less than 'Very Good' (with details of where the development could achieve Excellent subject to further feasibility testing) shall be submitted to and approved in writing by the Local planning Authority. The evidence required shall be provided in the following formats and at the following times:

- g) a design stage assessment, conducted by an accredited Assessor and supported by relevant BRE interim certificate, shall be submitted at pre-construction stage within 3 months of commencement of superstructure works on site during each of relevant the phases identified pursuant to condition 3; and,
- h) a post construction assessment, conducted by an accredited Assessor and supported by relevant BRE accreditation certificate, shall be submitted within 6 months of first occupation of the non-residential uses of Phase 1

The development shall be carried out strictly in accordance with the details so approved, shall be maintained as such thereafter and no change there from shall take place without the prior approval of the Local Planning Authority.

Reason: In the interests of addressing climate change and to secure sustainable development in accordance with the strategic objectives of the Council, Policy DMD50 of the Development Management Document, and Policies 3.5, 5.2, 5.3, 5.7, 5.9, 5.12, 5.13, 5.15, 5.16, 5.18, 5.20 & 6.9 of the London Plan as well as the NPPF.

43 Before any superstructure work is commenced on each phase of the development as identified by condition 3, a Green Procurement Plan shall be submitted to and approved in writing by the Local Planning Authority. The Green Procurement Plan shall demonstrate how the procurement of materials for the development will promote sustainability, including by use of low impact, locally and/or sustainably sourced, reused and recycled materials through compliance with the requirements of MAT1, MAT2 and MAT3 of the Code for Sustainable Homes and/or relevant BREEAM standard. The Plan must also include strategies to secure local procurement and employment opportunities. Wherever possible, this should include targets and a process for the implementation of this plan through the development process. The development shall be constructed and procurement plan implemented strictly in accordance with the Green Procurement Plan so approved.

Reason: To ensure sustainable procurement of materials which minimises the negative environmental impacts of construction in accordance with Policy CP22 and CP23 of the Core Strategy and Policy 5.3 of the London Plan.

44 Prior to the commencement of development on each phase of the development as identified by condition 3 a Site Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan should include as a minimum:

- a. Target benchmarks for resource efficiency set in accordance with best practice
- b. Procedures and commitments to minimize non-hazardous construction waste at design stage. Specify waste minimisation actions relating to at least 3 waste groups and support them by appropriate monitoring of waste
- c. Procedures for minimising hazardous waste
- d. Monitoring, measuring and reporting of hazardous and non-hazardous site waste production according to the defined waste groups (according to the waste streams generated by the scope of the works)
- e. Procedures and commitments to sort and divert waste from landfill in accordance with the waste hierarchy (reduce; reuse; recycle; recover) according to the defined waste groups

In addition no less than 85% by weight or by volume of non-hazardous construction, excavation and demolition waste generated by the development has been diverted from landfill.

Reason: To maximise the amount of waste diverted from landfill consistent with the waste hierarchy, Policy DMD57 of the Development Management Document, and strategic targets set by Policies 5.17, 5.18, 5.19, 5.20 of the London Plan and the draft North London Waste Plan.

45 No development of Phase 2A of the planning permission as set out on revised Phasing Plan ref: 05 560\_OUT\_PL(00)102 Rev B as identified by condition 3 (or as otherwise agreed) shall take place until the applicant has undertaken an air quality impact assessment of the effects of the Combined Heat and Power plant in the Energy Centre on the local air quality levels; the assessment shall be submitted to the Local Planning Authority for approval. Should the assessment show that the plant will have a negative impact upon air quality, mitigation measures shall be implemented. All mitigation measures shall be submitted to the Local Planning Authority for approval as part of the air quality impact assessment; once approved all mitigation measures shall be fully implemented.

Reason: To ensure that the development does not adversely affect air quality

46 Notwithstanding Classes A (including installation / replacement of guttering to a new design or in different materials, the rendering or cladding of a façade), B, C, D, E, F, G and H of Part 1, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 or any amending Order, no alterations to the building, buildings or extensions to buildings shall be erected or enacted at the proposed single dwelling houses or within their curtilage without the permission in writing of the Local Planning Authority. In the case of the flats no microwave antennas shall be installed without the permission in writing of the Local Planning Authority.

Reason: In order to protect the character and appearance of the subject properties and surrounding area, to protect the amenities of the adjoining properties and to ensure adequate amenity space is provided.

47 Notwithstanding the provisions of Part 3, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015, or any amending Order, no change of use of the

approved Use Class A1 / A2 / A3 premises to Use Class B1, C3 or D1 of the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) shall take place unless otherwise agreed in writing with the Local Planning Authority.

Reason: For the avoidance of doubt and because the highway and other impacts have been assessed on the basis of the above uses.

47 The approved Use Class A1 / A2 / A3 premises shall not be open to the public except between the hours of 08.00 to 23.00 Monday to Saturday and between 10.00 and 17.00 hours on Sundays and Bank Holidays. The approved Use Class A1 / A2 / A3 premises shall not be open at any other time except with the prior agreement in writing of the Local Planning Authority.

Reason: To safeguard the amenities of neighbouring residential occupiers

49 The permitted Community Centre, Medical Centre and Youth Centre shall be used as such and for no other purpose, including any other purpose in Class D1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (or in any provision equivalent to that Class in any Statutory Instrument revoking and re-enacting that order with or without modification).

Reason: For the avoidance of doubt and because the highway and other impacts have been assessed on the basis of the above uses.

50 Before any superstructure work is commenced on each phase of the development as identified by condition 3, details of siting, type and design of plugs, the energy sources and the strategy/management plan of supplying and maintaining the electric vehicle charging points to be provided in accordance with London Plan standards (minimum 20% of spaces to be provided with electric charging points and a further 20% passive provision for electric vehicles in the future) shall be provided to the Local Planning Authority for approval in writing. All electric vehicle charging points shall be installed in accordance with the approved details prior to occupation of any of the units and permanently maintained and retained. Each phase of development shall be accompanied by a plan that identifies those spaces to be fitted with active electric vehicle charging facilities and that shows the infrastructure to be provided to increase provision as set out above. All active electric vehicle charging facilities to be provided within each phase of development shall be provided prior to the occupation of development within the respective phase.

Reason: To ensure that the development complies with the sustainable development policy requirements of the London Plan.

51 No development shall take place on each phase of the development as identified by condition 3 until a Construction Traffic Management Plan for that phase has been submitted to and approved in writing by the Local Planning Authority. The Plan should include:

- a) condition survey of public carriageways and footways in vicinity of the site

- b) routeing of demolition and construction vehicles;
- c) access arrangements to the site;
- d) wheel cleaning methodology and facilities
- e) the estimated number and type of vehicles per day/week;
- f) details of any vehicle holding area;
- g) details of the vehicle call up procedure;
- h) details of any changes to on-street waiting and loading restrictions that will be required;
- i) details of measures to protect pedestrians and other highway users from construction activities on the highway;
- j) Coordination with other development projects in the vicinity;
- k) Details of measures and training to reduce the danger posed to cyclists by HGVs, including membership of the Freight Operators Recognition Scheme or an approved equivalent;
- l) Work programme and/or timescale for each phase of the demolition, excavation and construction works; and
- m) Where works cannot be contained wholly within the site a plan should be submitted showing the site layout on the highway including extent of hoarding, pedestrian routes and remaining road width for vehicle movements.

The development shall be carried out in accordance with the approved Construction Traffic Management Plans.

Reason: To minimise the impact of construction works upon highway safety, congestion and parking availability.

52 Car parking provision within the development shall comply with the following minimum ratios unless otherwise agreed through the approval of details or reserved matters submitted pursuant to conditions of this permission:

Residential (net of visitors and car club) - 0.6 spaces per residential unit, apart from Phase 1A;  
Car club - minimum of five dedicated spaces;

Disabled Parking - disabled parking spaces shall be provided at a ratio of 10% of total parking provision.

A schedule of the car parking provision to be made for each phase as set out in condition 2 shall be provided as part of the reserved matters submission for that phase demonstrating how the above ratios are to be complied with.

Reason: To ensure that an appropriate level of car parking is provided to support the development and to safeguard the safety and free flow of traffic on the adjacent highways.

53 Before any superstructure work is commenced on each phase of the development as identified by condition 3 detailed drawings for each phase of the development showing the details of the siting, levels and construction of any access roads, junctions, parking, turning and servicing areas, street lighting and any other highway alterations associated with the development within that phase,

including the submission of Phase 1 and 2 Road Safety Audits, shall be submitted to and approved in writing by the Local Planning Authority. The works shall be carried out in accordance with the approved details before development within that phase is occupied.

Reason: To ensure that the development complies with Policies and does not prejudice conditions of safety or traffic flow on adjoining highways.

54 Before any superstructure work is commenced on each phase of the development as identified by condition 3 details showing facilities for the loading, unloading and turning of vehicles clear of the highway within that phase shall be submitted to and approved in writing by the Local Planning Authority. Facilities shall be provided in accordance with the approved details prior to the occupation of the development within the relevant phase and shall be maintained for this purpose.

Reason: In the interests of amenity and highway safety.

55 Before any superstructure work is commenced on each phase of the development as identified by condition 3 as appropriate details of the redundant points of access and reinstatement of footways or verges to make good the footway within that phase shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented and permanently retained prior to the occupation of the development within the relevant phase and shall be maintained for this purpose.

Reason: In the interests of amenity and highway safety.

56 Before any superstructure work is commenced on each phase of the development as identified by condition 3 details of the siting and design of refuse and recycling facilities in accordance with the London Borough of Enfield - Waste and Recycling Planning Storage Guidance ENV 08/162 to support the level of development proposed within that phase shall be submitted to and approved in writing by the Local Planning Authority. The facilities shall be provided in accordance with the approved details before the development is occupied or use commences.

Reason: In the interests of amenity and the recycling of waste materials in support of the Boroughs waste reduction targets.

57 Prior to the occupation of development within each phase as identified by condition 3 a Delivery and Servicing Plan for that phase as appropriate shall be submitted to and approved by the Local Planning Authority. The Plan should include:

1. Management of servicing and deliveries to each phase;
2. Vehicle types, expected frequencies, loading / unloading locations, adequacy for each phase;
3. Reconcile peak network periods with typical delivery times;
4. Management measures - booking systems, coordination at point of order, work with suppliers etc.;

5. Use classes utilising and benefitting from the plan;
6. Links to the Travel Plans and Car Park Management Plans;
7. Access routes;
8. Review processes, opportunities for improvement;

The development shall then be carried out in accordance with the approved Full Delivery and Service Plan.

Reason: In order to ensure that deliveries and servicing of the site is managed effectively so as to minimise impact upon the road network and to safeguard the amenities of the occupiers of residential properties and in the interests of road safety.

58 Prior to the occupation of development within each phase of the development as identified by condition 3 a car parking management plan for that phase shall be submitted to and approved by the Local Planning Authority. The Plan should include:

- a) Car park plan with clearly marked out bays;
- b) Contact details (telephone/ email ,name) of a person/company responsible for managing the car park;
- c) Proposed parking controls to keep clear the turning areas for delivery/service vehicles;
- d) Management of the risk of overspill parking;
- e) Visitors parking;
- f) enforcement regime proposed;
- g) details of frequency and strategy of reviewing by an individual/organisation (including contact details);
- h) Maintenance regime for apparatus/furniture -lighting etc.;
- i) Details of parking charges/fees;
- j) Number of 'accessible'/disabled bays, disabled bays distribution and monitoring of take up and how it connects with the Travel Plans;
- k) Proposed type car parking spaces allocation across site (first come first served basis, etc);

Parking spaces shall thereafter be allocated and managed in accordance with the approved plan.

Reason: To ensure an appropriate level of car parking is provided for the relevant units and that this is allocated to be convenient and accessible for future residents and users.

59 Before any superstructure work is commenced on each phase of the development as identified by condition 3 details shall be provided of the traffic calming measures across the site to be provided within that phase designed to limit vehicle speeds to 10mph (excluding Alma Road, Napier Road and South Street). The traffic calming measures shall be provided in accordance with the approved details prior to occupation of the relevant phase of development.

Reason: To minimise vehicle speeds through the site in the interest of safety and amenity of future residents.

60 Development shall not commence on any individual phase of development until such time until details of the siting, type, number, lighting design of secure/covered cycle parking spaces and access locks to the cycle stores have been submitted to and approved in writing by the Local Planning Authority. As a minimum, cycle parking provision should meet the London Plan 2013 standards, with increased provision subject to car parking demand review within car park management plan (condition 58). The approved details shall thereafter be installed and permanently retained for cycle parking. Cycle parking facilities shall be provided in accordance with the approved details prior to the occupation of the development within the relevant phase.

Reason: To ensure the appropriate level of cycle parking spaces is provided for the relevant units and that this is safe, secure, convenient and accessible for future residents and users

Dated: 16 June 2017

**Under the provisions of S106 of the Town and Country Planning Act 1990, this decision is subject to the terms of a LEGAL AGREEMENT DATED**

Authorised on behalf of:

Mr A Higham  
Head of Development Management  
Development Management,  
London Borough Enfield,  
PO Box 53, Civic Centre,  
Silver Street, Enfield,  
Middlesex, EN1 3XE

If you have any questions about this decision, please contact the planning officer  
[sharon.davidson@enfield.gov.uk](mailto:sharon.davidson@enfield.gov.uk).

**List of plans and documents referred to in this Notice:**

Title	Number	Version
Drawing	COVER DRAWINGS	
Drawing	OUTLINE	
Drawing	1405_OUT_PL000	

Drawing	1405_OUT_PL019	
Drawing	1405_OUT_PL020	
Drawing	560_OUT_PL(00)001	A
Drawing	560_OUT_PL(00)002	A
Drawing	560_OUT_PL(00)003	
Drawing	560_OUT_PL(00)101	B
Drawing	560_OUT_PL(00)102	A
Drawing	560_OUT_PL(00)103	
Drawing	560_OUT_PL(00)104	A
Drawing	560_OUT_PL(00)105	
Drawing	560_OUT_PL(00)200	
Drawing	560_OUT_PL(00)201	
Drawing	560_OUT_PL(00)202	
Drawing	560_OUT_PL(00)203	
Drawing	560_OUT_PL(00)204	
Drawing	560_OUT_PL(00)205	
Drawing	560_OUT_PL(00)206	
Drawing	560_OUT_PL(00)207	
Drawing	TCP_OUT_PL01	
Drawing	TCP_OUT_PL02	
Drawing	TCP_OUT_PL03	
Drawing	TCP_OUT_PL04	
Drawing	TCP_OUT_PL05	
Drawing	TCP_OUT_PL06	
Drawing	1405_OUT_PL020	
Drawing	ARCHITECT DRAWINGS	
Supporting Information	SCHEDULE	
Supporting Information	LANDSCAPE DRAWINGS	Pollard Thomas Edwards
Supporting Information	SCHEDULE	Pollard Thomas Edwards
Supporting Information	DAS PARTS 1TO13	Pollard Thomas Edwards
Supporting Information	LETTER 200715 PTE	Peter Brett
	LETTER 070815 PTE	
	LETTER 110815 PTE	
	NOTES 170815 PBA	

## Additional Information

### Notes

1. In accordance with the Town and Country (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations 2008, any conditions attached to this permission that

require discharge by the Local Planning Authority will be **subject to a fee**. A schedule of fees charged is available on the Planning page of the Council's website at:  
[http://www.enfield.gov.uk/downloads/download/459/planning\\_fees\\_and\\_charges](http://www.enfield.gov.uk/downloads/download/459/planning_fees_and_charges)

2. Your attention is particularly drawn to the rights of applicant's aggrieved by this decision, which are set out below.
3. This decision does not purport to convey any approval or consent which may be required under any bye-laws or under any enactment other than the Town and Country Planning Act 1990.
4. This decision does not convey any approval or consent under the **Building Regulations** which may be required before starting the development hereby granted permission. Advice on whether an application under the Building Regulations is required is available from the Council's Building Control Service on our website at [www.enfield.gov.uk](http://www.enfield.gov.uk) or by emailing Building Control at [building.control@enfield.gov.uk](mailto:building.control@enfield.gov.uk).

#### **Rights of Applicants Aggrieved by Decision of Local Planning Authority**

1. If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with Section 78(1) of the Town and Country Planning Act, 1990, within six months from the date of this notice. (Appeals must be made on a form which is obtainable from the Planning Inspectorate, 3/14 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online, using the Appeals area of the Planning Portal ([www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs)). Your appeal may be published on the Council and the Planning Inspectorate websites. Please only provide information, including personal information belonging to you that you are happy to be made available to others in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. The Planning Inspectorate's leaflet "Your Guide to Appeals Online" is available from the Planning Portal at [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs). The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provision of the development order, and to any directions given under the order. Note that a copy of the appeal also needs to be sent to the Local Planning Authority at [development.control@enfield.gov.uk](mailto:development.control@enfield.gov.uk).

2. If an enforcement notice has been served for the same or very similar development within the previous 2 years, the time limit is:
  - 28 days** from the date of the LPA decision if the enforcement notice was served before the decision was made yet not longer than 2 years before the application was made.
  - 28 days** from the date the enforcement notice was served if served on or after the date the decision was made (unless this extends the appeal period beyond 6 months).
3. If permission to develop land is refused or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonable beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Common Council, or on the Council of the County Borough, London Borough or County District in which the land is situated, as the case may be, a purchaser notice requiring that Council to purchase his interest in the land in accordance with the provisions of part VI of the Town and Country Planning Act, 1990.
4. In certain circumstances, a claim may be made against the Local Planning Authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

### **Appendix 3: Draft Nominations Agreement and Service Level Agreement**

**NOMINATIONS AGREEMENT WITH THE  
LONDON BOROUGH OF ENFIELD**

<b>ASSOCIATION</b>	
<b>SCHEME ADDRESSES (full postal addresses)</b>	
<b>SCHEME MIX</b>	

**NOMINATION RIGHTS:**

Enfield Council will be entitled to 100% of the nomination rights to all units in the first occupation.

Thereafter, 75% of nominations will be offered to Enfield Council i.e. 3 out of 4 units as and when the following become available:

- 1 beds -75%\*
- 2 beds 75%\*
- 3 Beds 75%\*
- 4 beds 75%\*

\*delete as applicable

---

SIGNED ON BEHALF OF (*RSL Name*)

..... DATE .....

SIGNED ON BEHALF OF LONDON BOROUGH OF ENFIELD

..... DATE .....

## Service Level Agreement - Nominations

The agreement sets out the standards expected for the prompt letting of properties within the RSL sector, outlining the expectations placed upon the RSL and Council Housing.

### **1. NOMINATIONS**

- 1.1 The RSL will request nominations as soon as notice of an impending vacant property is received. For new lets, this will be no more than 6 weeks in advance of the estimated handover date and no less than 4 weeks.
- 1.2 Nominations will be requested on a completed standard form (HAN1) with the estimated letting date included.  
Requests to be made by email to the Allocations group mail-in box –

**HSGAllocations@enfield.gov.uk**

A good quality photograph of the block/property must accompany the HAN1.

- 1.3 Council Housing will provide nominations within 3 working days from the closing date of the Choice Based Lettings (CBL) advert. The 3 top shortlisted bidders' details will be provided via email on a standard form (HAN2). If there are no suitable bidders, Council Housing will nominate directly within 3 working days of the close of advert.
- 1.4 Council Housing will include details of support needs where known, such as CPN, social worker, probation officer etc. If there is a particularly complex case where the RSL would be required to arrange for support, the RSL will be requested to contact Council Housing Rehousing Team directly to discuss further. Council Housing will include a contact telephone number where known.
- 1.5 The RSL will accept nominations from Council Housing , provided they meet their eligibility criteria. If the nomination is unsuitable, the RSL will notify the Rehousing team within 5 working days, stating the exact reasons (form HAN3).
- 1.6 If there is no contact from the nominee when attempting to arrange an interview with them, the RSL will advise the Rehousing team immediately (form HAN3). This should be no more than 7 working days from receipt of the original nomination. Further nominations will be subject to receipt of this form.

***The following is subject to change in response to imminent review of LBE's current Allocations Policy...***

- 1.7 *If the nominee is unsuitable, refuses the offer made or is unable to be contacted, the RSL will have a right to request a new nomination after 3 working days from the date they originally notified Council Housing (HAN3).*

*1.9 If the nominee is a non-homeless applicant and the offer is refused, there is no appeals procedure. Council Housing will provide a further nomination within 3 working days from receipt of notification (HAN3).*

*1.10 If the nominee is a homeless applicant and the offer is refused, the RSL must notify LBE immediately (HAN3). If the offer is deemed reasonable and represents the applicant's final offer, the offer will be held for no more than 7 days, in order that the applicant can be written to and given the opportunity to reconsider their decision and/or request a Review. Should the applicant not sign for the tenancy by the deadline date, the offer will be withdrawn immediately and a new nomination will be made within 3 working days.*

*1.11 If after three suitable nomination cycles being made, the property is not relet; the RSL will have the option of reletting the property from its own register. The letting will still be counted against LBE's quota.*

*1.12 The RSL must notify Council Housing Rehousing Team of successful nominations immediately, giving at least 2 working days notice of the tenancy start date (HAN4).*

## **2. TRANSFERS**

*2.1 The RSL will be able to request that their tenants within the Borough be accepted onto the LBE's transfer list. The applicants' housing need will be assessed in line with the LBE's transfer policy. The LBE will send out the relevant application form and assess the information provided.*

*2.2 If an RSL tenant is rehoused through this process, the resulting vacancy will be given to the LBE for nomination and will not be included as part of the 75% quota for relets which LBE is entitled to. Nominations resulting from this process will be shown separately for the purpose of statistical returns.*

*2.3 Should the RSL have a situation where they believe there is a case for a management transfer, then the LBE will determine this based on the evidence provided. If a RSL tenant approaches the LBE as homeless, then the LBE will request supporting evidence within 5 working days to substantiate the reasons why the tenant is unable to live in the secure accommodation provided. The LBE will decide whether to offer temporary accommodation in each particular case. Should the RSL tenant be rehoused permanently, the resulting vacancy will be offered to LBE as outlined in clause 2.2.*

*2.4 With incidents of harassment to RSL tenants, a determination of their possible future housing needs will be made by the LBE's Harassment Panel. The RSL will be requested to present the case to Panel. Should a RSL tenant be rehoused permanently, the resulting vacancy will be offered to the LBE as outlined in clause 2.2.*

## **3. MISCELLANEOUS**

*3.1 For all new build schemes of over 10 units, the RSL will contact Enfield Homes' Rehousing Team to arrange a joint site visit, between 4-6 weeks prior to the anticipated handover date.*

*3.2 The RSL is responsible for identifying all properties that could be adapted for wheelchair access.*

**3.3** The RSL will provide quarterly lettings returns. These should be issued within two weeks of the end of each quarter.

## **Appendix 4: Energy Strategy Clarifications**

## TECHNICAL NOTE

**Job Name:** Alma Estate  
**Job No:** 28193  
**Note No:** Energy TN\_001  
**Date:** 09/07/2015  
**Prepared By:** Adrian Lim  
**Subject:** Energy Strategy Clarifications

---

### Introduction

Countryside Properties Ltd. (CPPLC) have recently submitted a outline and full (Phase 1A) planning application for the redevelopment of the site known as Alma Estate. The development comprises the demolition of buildings on those locations specified in the site address (including 746 residential units, 786sqm of retail shops, 1620sqm of community facilities, and associated works) and the erection of a maximum of 993 residential units, a maximum of 636sqm of flexible retail (A1/A2) floorspace, 150sqm of restaurant/café (A3) floorspace, 2,591sqm of community (D1)/leisure (D2) floorspace (to include 1540sqm for provision of a community centre and youth centre, 80sqm of flexible A2/B1/D1/D2 floorspace , 439sqm for a gym and minimum of 532sqm for a medical centre), retention of existing Multi-Use-Games-Area (MUGA), site wide energy centre, relocation and provision of telecommunications equipment, resited and open space and play facilities, landscaping, new access arrangements and highway works, public realm, car parking and associated works (all matters reserved).

As part of Phase 1A, the following accommodation schedule is proposed:

- 228 residential units in two (four to sixteen storey) buildings,
- 150sqm of restaurant/café (A3) floorspace at ground floor and
- 439sqm of gym (D2) floorspace at ground and first floor

### Planning Context

Given the number of residential units, the scheme has been referred to the Greater London Authority (GLA) for consideration under relevant planning policy, with specific reference to:

#### The London Plan

- Policy 5.2 *Minimising Carbon Dioxide Emissions*
- Policy 5.3 *Sustainable Design & Construction*
- Policy 5.5 *Decentralised Energy Networks*

As a result of this and following Stage 1 comments, further clarity on CO<sub>2</sub> emissions associated with Phase 1A and expected connection to the Lee Valley Heat Network (LVHN) is requested to address items raised under responses for:

- Outline Application (D&P/3481/01) – With specific reference to Item 44 and
- Detailed Application (D&P/3481a/01) – With specific reference to Item 39



## TECHNICAL NOTE

### Phase 1A Response

In accordance with the submitted Energy Strategy (Ref 28193-1003 V2.3) it is proposed that Phase 1A will be serviced by a temporary communal gas boiler system owing to the proposed location of the larger Energy Centre for the overall masterplan (located in Phase 2A). This proposal seeks to maximise the delivery of housing contained with Phase 1A, but also demonstrates requirements for spatial planning following detailed discussions with LVHN. Given that Phase 1A will be serviced via an on-site temporary gas fired boiler system (without CHP) the expected CO<sub>2</sub> savings are detailed as follows:

	Carbon Dioxide emissions (Tonnes CO <sub>2</sub> per annum)	
	Regulated CO <sub>2</sub> Emissions	Unregulated
Baseline: Building Regulations 2013 Part L Compliance Development	301	329
After energy demand reduction - Be Lean	297	319
After CHP - Be Clean	297	319
After Renewable Energy - Be Green	280	319

Table 1: Carbon Dioxide Emissions (Phase 1A Only)

	Regulated Carbon Dioxide Savings	
	Tonnes CO <sub>2</sub> per annum	%
Savings from Energy Demand Reduction	4	1%
Savings from CHP	0	0%
Savings from Renewable Energy	17	6%
Total Cumulative Savings	21	7%

Table 2: Carbon Dioxide Cumulative Savings

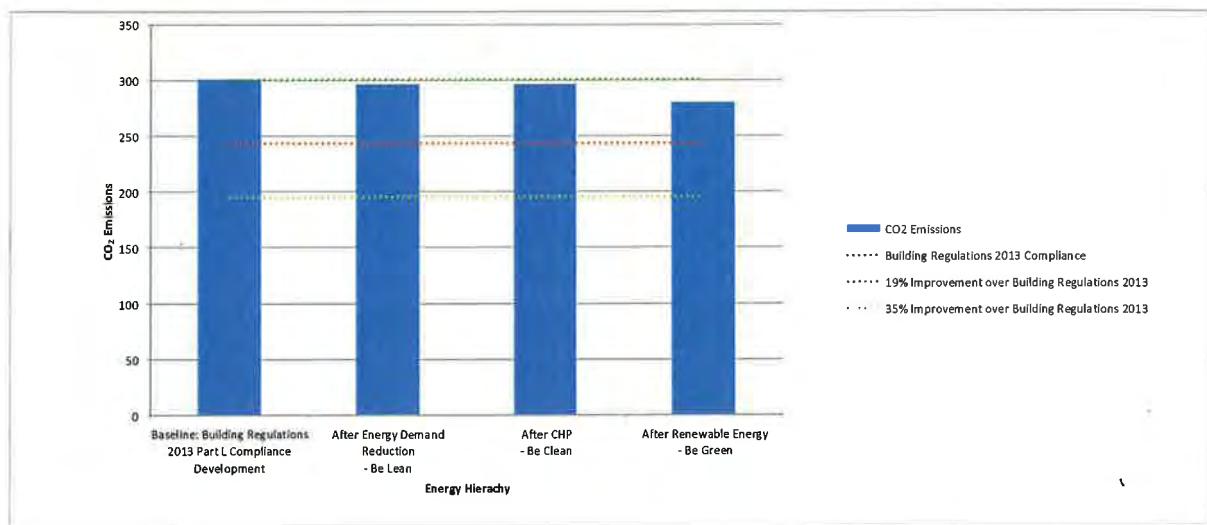


Figure 1: Carbon Dioxide Emissions (Phase 1A Only)



## TECHNICAL NOTE

### LVHN Connection Response

Following discussions to-date, it is intended that LVHN will own and operate the proposed Energy Centre contained within Phase 2A upon completion and acting as an Energy Services Company (ESCo). At the time of writing, CPPLC are currently reviewing the financial, legal and technical criteria associated with this proposal, however, remain committed to the implementation and agreement of this with LVHN and their associated representatives.

Further correspondence and details are provided as an appendix to this Technical Note



## APPENDIX – CORRESPONDENCE WITH LVHN



Following feedback and queries raised by the GLA Stage 1 Application, please note the following response:

Countryside and Enfield Council have engaged with representatives of the Lee Valley Heat Network (LVHN) regarding the future provision of heat from the planned waste to heat network and in accordance with Enfield Council Planning Policy DMD 52 (Decentralised Energy Networks).

As part of this process and on-going design consideration, representatives from LVHN have identified that Alma Estate could be utilised as an interim Energy Centre (EC) which would provide suitable intermediate connection points from the planned main LVHN in Edmonton. It should be noted that at the time of writing no further details have been made available for the timescales of delivery associated with the waste to heat plant or other associated infrastructure.

Countryside are fully committed to connection to the LVHN, as demonstrated below.

#### **Commitment through the Development Agreement**

Countryside have entered into a Development Agreement with Enfield Council. In the Development Agreement, Countryside have committed to connection to the LVHN.

It is a Condition Precedent to the drawdown of Phase 1A that the LVHN Technical Specification is agreed.

There is also a requirement in the Development Agreement that if the Council requires (which it does) an EC capable of connection to the LVHN within Phase 2A or a later phase, Countryside are obliged to deliver it, subject to the cost of the LVHN requirements not making the phase financially unviable. There is a mechanism in the Development Agreement which states that if it is the cost of LVHN which makes a phase unviable (as opposed to any other reason) the Council will seek a contribution from LVHN to make up the shortfall.

#### **Amendment to Design Concept from Bid Stage**

The initial design from the bid proposals submitted to the Council allowed for individual Energy Centres serving each phase. Following discussions with LVHN, the design has been changed in order to accommodate the requirements of LVHN within the constraints of the overall development.

The fundamental difference is the provision of a larger EC in Phase 2A which will connect to all properties on the new Alma Estate.

#### **Energy Centre capable of serving more than the ALMA Estate**

A clear demonstration of the commitment to LVHN is that the main Energy Centre has been designed in order to serve more than the ALMA Estate.

As part of the negotiation with LVHN, a total additional provision of 0.5MW<sup>e</sup> CHP and 2MW Boiler capacity has been allowed for, over and above the total requirements for the Alma Estate. It is estimated that this gives a total spare capacity for circa 500 residential dwellings and the Heron Hall Academy, a 1,680 student school (including allowances for distribution losses at 15%) or circa 800 residential dwellings without the Academy.

#### **Design of Infrastructure and Energy Centre**

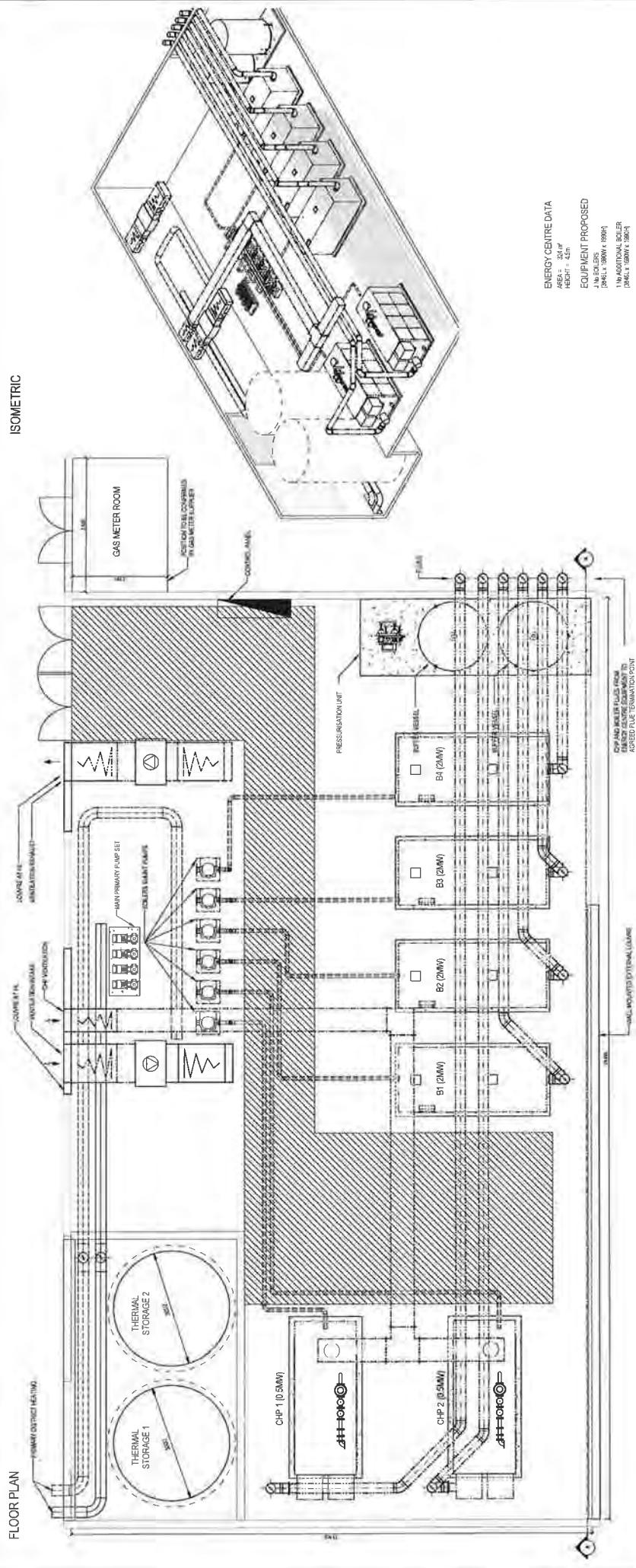
In line with the above, we have worked with and continue to work with LVHN in order to arrive at a design which is both sympathetic to the needs of a residential development and the aspirations for the LVHN. Attached is a copy of the current plan for the primary and secondary network and the latest plan for the main Energy Centre. These drawings are a result of the negotiations with LVHN.

#### **Ongoing Negotiations**

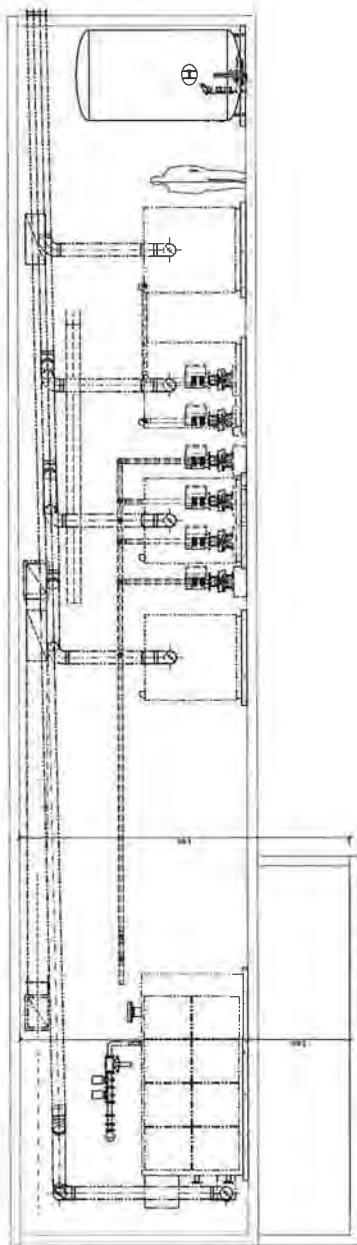
As stated above, negotiations are ongoing, the latest meeting being today, 16<sup>th</sup> July 2015 and will be concluded prior to drawdown of Phase 1A.

Timing

The intention is that connection to the main Energy Centre located in the part of Phase 2A to the south of the proposed Station Square will take place approximately when the first occupations of that apartment block occur. This is currently anticipated to be summer 2019.



SECTION A-A



PRELIMINARY ISSUE

ALMA REGENERATION  
MAIN ENERGY CENTRE  
CONCEPT DESIGN  
PHASE 1b

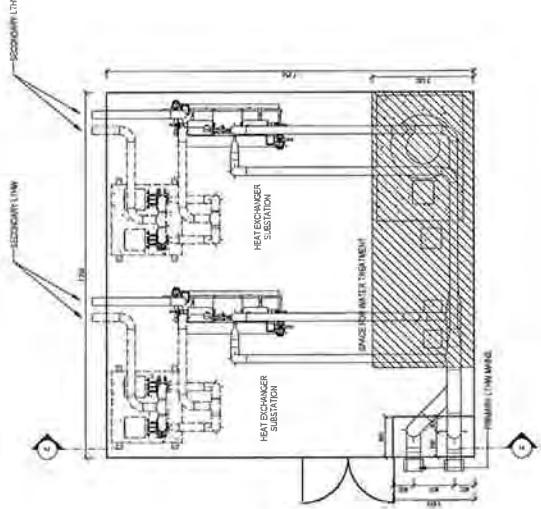
COUNTRYSIDE

g  
g

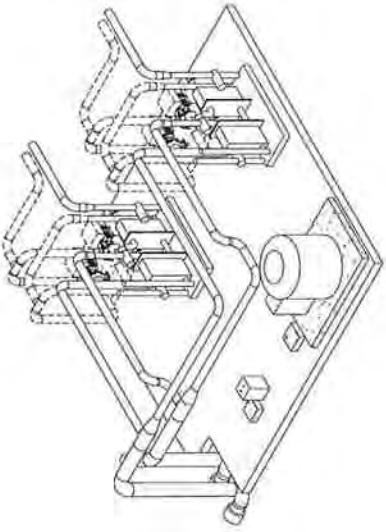
**pelletbrett**  
Chlorophytum  
Lilium  
[www.pelletbrett.com](http://www.pelletbrett.com)

PLANT ROOM M1:50  
2x 1500kW @ 60% CAPACITY

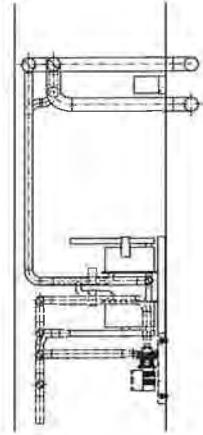
ISOMETRIC



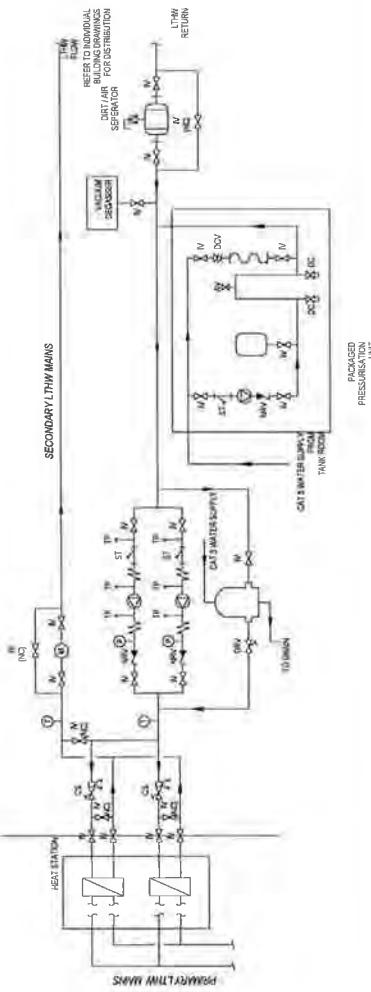
SECTION C-C

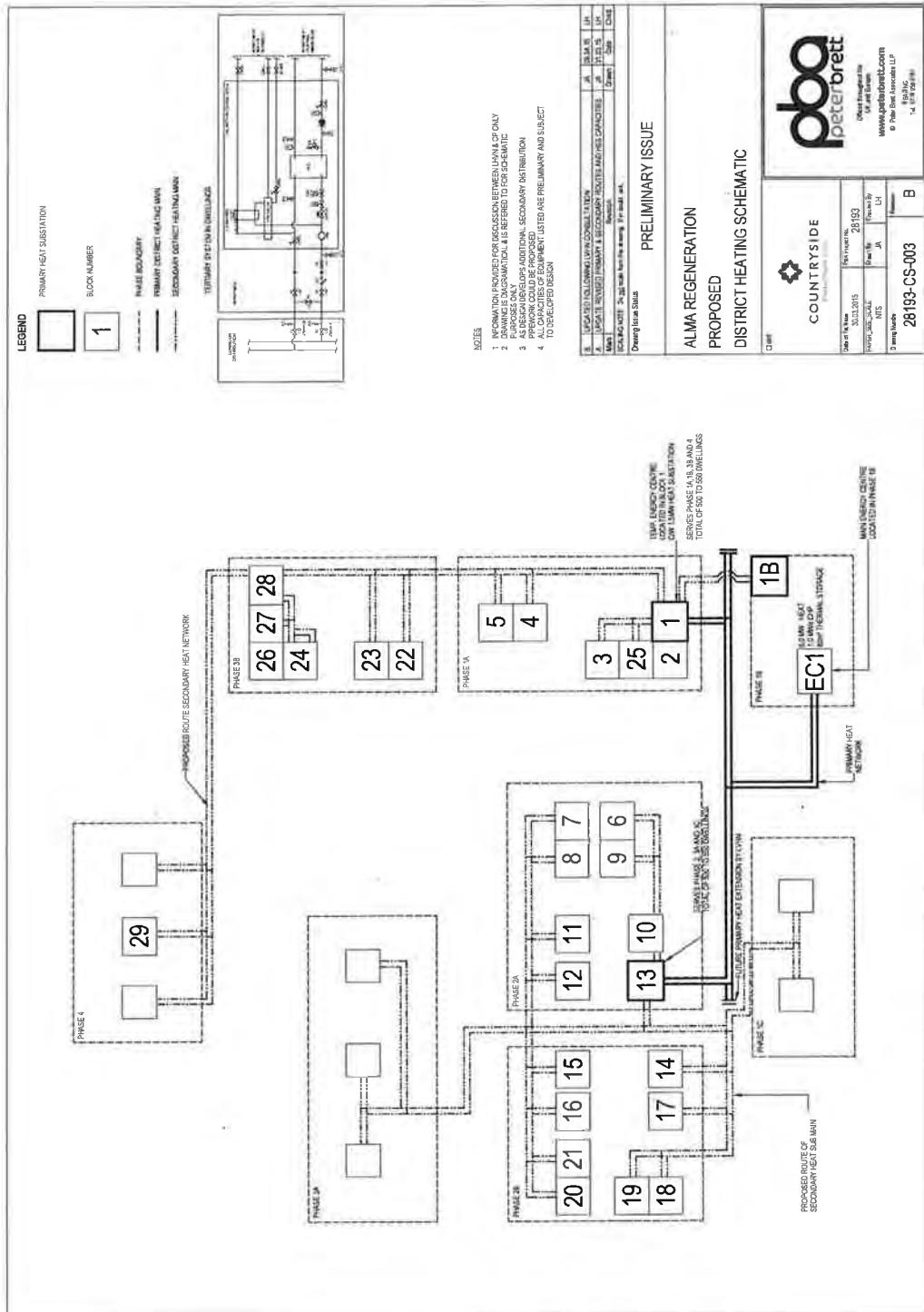


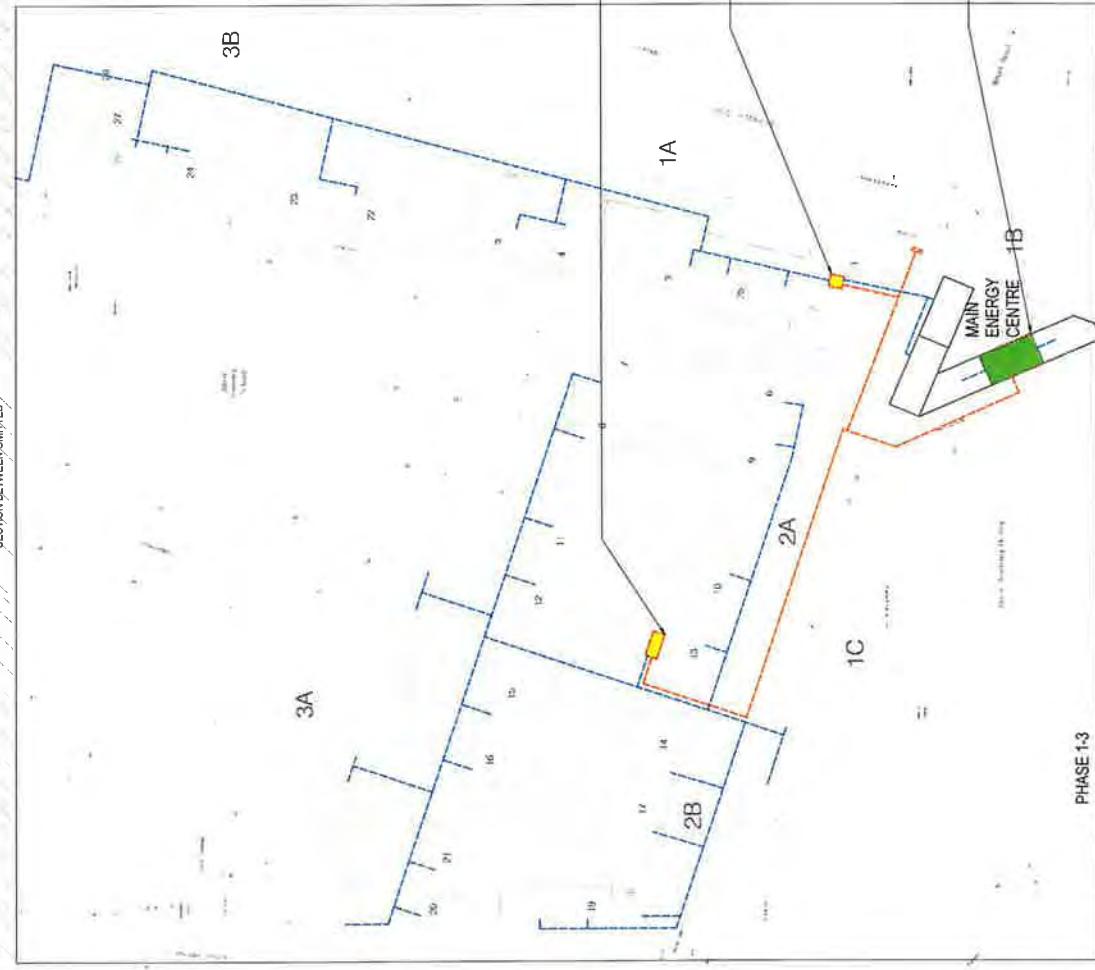
REFER TO TERTIARY SYSTEM  
INDICATED ON DRG 28193-CS-003



PRELIMINARY ISSUE







LEGEND:

- SECONDARY HEATING PIPEWORK
- PRIMARY HEATING PIPEWORK
- HEAT MAIN LAYOUT
- MAIN ENERGY CENTRE SITE WORK

INFORMATION

ALMA REGENERATION  
PROPOSED PRIMARY AND SECONDARY  
HEAT MAIN LAYOUT



COUNTRY SIDE

REGULATED UTILITIES LTD	16/14/12
SOFT COMPUTATION	12/13/15
HEAT	Open
HEAT/COLD	For all heat from the network to be made available
Drawing Number	28/193

28/193-CS-004

B

# TECHNICAL NOTE

**Job Name:** Alma Estate

**Job No:** 28193

**Note No:** TN\_002

**Date:** 21/07/2015

**Prepared By:** Adrian Lim

**Subject:** Sustainability & Energy Strategy Clarifications (Enfield)

---

## Introduction

Countryside Properties Ltd. (CPPLC) have recently submitted a outline and full (Phase 1A) planning application for the redevelopment of the site known as Alma Estate. The development comprises the demolition of buildings on those locations specified in the site address (including 746 residential units, 786sqm of retail shops, 1620sqm of community facilities, and associated works) and the erection of a maximum of 993 residential units, a maximum of 636sqm of flexible retail (A1/A2) floorspace, 150sqm of restaurant/café (A3) floorspace, 2,591sqm of community (D1)/leisure (D2) floorspace (to include 1540sqm for provision of a community centre and youth centre, 80sqm of flexible A2/B1/D1/D2 floorspace , 439sqm for a gym and minimum of 532sqm for a medical centre), retention of existing Multi-Use-Games-Area (MUGA), site wide energy centre, relocation and provision of telecommunications equipment, resited and open space and play facilities, landscaping, new access arrangements and highway works, public realm, car parking and associated works (all matters reserved).

As part of Phase 1A, the following accommodation schedule is proposed:

- 228 residential units in two (four to sixteen storey) buildings,
- 150sqm of restaurant/café (A3) floorspace at ground floor and
- 439sqm of gym (D2) floorspace at ground and first floor

## Planning Context

Given the number of residential units, the scheme has been referred to the Greater London Authority (GLA) for consideration under relevant planning policy, with specific reference to:

### The London Plan

- Policy 5.2 *Minimising Carbon Dioxide Emissions*
- Policy 5.3 *Sustainable Design & Construction*
- Policy 5.5 *Decentralised Energy Networks*

In addition, the Local Authority (LA) Enfield Council have provided commentary on development proposals and requested further clarity / information following reviews of information to-date.

As a result of this and comments received, this Technical Note seeks to provide a formal response to Enfield Council as follows:



# TECHNICAL NOTE

## Enfield Council Response

### 1. Energy

The submitted energy statement indicates that a 36% improvement over Part L of Building Regulations 2013. This is consistent with DMD51 and London Plan Policy 5.2. It is noted that this will be achieved utilising a fabric first approach, a site wide heat network and 1,477m<sup>2</sup> of photovoltaics spread across the whole of the site. This again is consistent with the energy hierarchy advocated by Policy. In relation specifically to the heat network provision, the phased approach to deliver the energy centre seems sensible and it would appear that the strategy to install an initial 0.5MW CHP for phases 1-2 and a further 0.5MW to accommodate phases 2-4 would accommodate heat demand for the regeneration site. However, what is not clear is the degree to which future expansion opportunities including connection to the larger LVHN will be accommodated. The energy statement eludes to '*Provision for other users outside development area and space for alternative heat source connection*' but stops short of actually operationalising what this means both in terms of space (the critical issue) and any associated infrastructure of plant.

**PBA Response:** Following discussions to-date, it is intended that LVHN will own and operate the proposed Energy Centre contained within Phase 2A upon completion and acting as an Energy Services Company (ESCo). As part of this process and on-going design consideration, representatives from LVHN have identified that Alma Estate could be utilised as an interim Energy Centre (EC) which would provide suitable intermediate connection points from the planned main LVHN in Edmonton. It should be noted that at the time of writing no further details have been made available for the timescales of delivery associated with the waste to heat plant or other associated infrastructure.

#### Amendment to Design Concept from Bid Stage

The initial design from the bid proposals submitted to the Council allowed for individual Energy Centres serving each phase. Following discussions with LVHN, the design has been changed in order to accommodate the requirements of LVHN within the constraints of the overall development. The fundamental difference is the provision of a larger EC in Phase 2A which will connect to all properties on the new Alma Estate.

#### Energy Centre capable of serving more than the Alma Estate

A clear demonstration of the commitment to LVHN is that the main Energy Centre has been designed in order to serve more than the Alma Estate.

As part of the negotiation with LVHN, a total additional provision of 0.5MW<sup>a</sup> CHP and 2MW Boiler capacity has been allowed for, over and above the total requirements for the Alma Estate. It is estimated that this gives a total spare capacity for circa 500 residential dwellings and the Heron Hall Academy, a 1,680 student school (including allowances for distribution losses at 15%) or circa 800 residential dwellings without the Academy.

#### Design of Infrastructure and Energy Centre

In line with the above, we have worked with and continue to work with LVHN in order to arrive at a design which is both sympathetic to the needs of a residential development and the aspirations for the LVHN. Attached is a copy of the current plan for the primary and secondary network and the latest plan for the main Energy Centre. These drawings are a result of the negotiations with LVHN.

It seems apparent that the principles of passive solar design and the need to address overheating and cooling demands have been taken into account as part of the submission and I also acknowledge that the application is largely outline, however, the measures stated – namely the window proportions – are limited in their remit and no regard seems to have been given to other measures that would have additional benefits to the scheme including how the architectural design expressed through the design code can innovatively address these issues, but also the use of enhanced landscaping and tree planting.

**PBA Response:** A preliminary overheating assessment has been completed in accordance with the noise, air quality and overarching energy statement submitted as part of the planning application. As



## TECHNICAL NOTE

*part of this design process, consideration has been made to window design, but also the overall location of balconies and overhangs within the scheme intent, also considering any potential negative impact on internal daylight. As a result of this, the use of glazing with a reduced solar transmission (g-value) has been proposed alongside openable windows to provide night-time purge ventilation to reduce the risk of overheating associated within dwellings.*

### 2. Water

The scheme seeks to target 105 litres / person/ day for the residential units and 12.5% improvement over a BREEAM baseline for non-residential units. While the non-residential target is acceptable, the residential is not an justification cited on the basis of user preference is not adequate to justify a departure from adopted Policy particularly where an acceptance of this position would undermine DMD58 altogether. This needs to be addressed.

In terms of rainwater harvesting, a system for irrigation both to the apartment blocks and houses is considered acceptable albeit where the detail will need to be secured by condition. It is accepted that harvesting for domestic appliance use is expensive and may deliver limited returns when compared to water efficiency targets.

**PBA Response:** *The submitted Sustainability report identifies current adopted policy in respect of water consumption and addresses this stating the approach to be taken to reduce potable water use on the development. This includes:*

- *The fitting of aerated taps, low pressure showers, dual flush toilets, and water meters for each residential unit*
- *The specification of appliances and fittings will be developed to achieve a maximum water consumption rate of 105 l/p/d for the residential units. It should be noted that this is in accordance with requirements of Code Level 4 standards.*

*As detailed under DMD Policy 58, a total maximum potable water consumption of no more than 90 l/p/d is required. Following detailed discussions with CPPLC, the adoption of this measure seeks to go above and beyond (further 14% reduction over Code Level 4 standards) requirements set out under Building Regulations and the Code for Sustainable Homes. Based on experience to-date, reduced water consumption results in concerns and complaints from tenants and building occupiers who often highlight requirements to utilise additional water usage due to overall reduced water flow rates. As such, the inclusion of additional it is considered inappropriate for this development.*

### 3. Code / BREEAM

Code 4 acceptable. However, I would push for an 'Excellent' given the strategic importance of the site and the Spatial Vision and SO2 of the Core Strategy that seeks to deliver new development of exemplary, flagship quality, sustainable design and construction, designed to mitigate and adapt to the impacts of climate change, embracing new environmental technologies.

**PBA Response:** *The submitted Sustainability report identifies current policy in respect of environmental standards including BREEAM. This confirms the development will meet current policy requirements, incorporating the achievement of BREEAM 'Very Good' to all non-domestic areas. In light of comments received, we note that the non-residential area of the scheme represents less than 2% of the total floor proposed development area. As a result of this, the necessary measures to achieve a rating of BREEAM 'Excellent' should be considered in overall context and suitability.*

*In order to achieve a rating of Excellent, an increase in the overall score of 15% is required (70%) representing a total improvement of 27% improvement in overall performance. It should be noted that any required improvement over and above current targeted levels requires consideration to be made early during the design process and also through specification during tenant fit out stages. As such and in the absence of known tenants, the use of a Very Good is deemed more appropriate, inclusive of setting benchmarks over and above industry standards at the time of writing.*



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## 4. Daylighting

I am concerned that while relevant measures in relation to the communal amenity provision and daylight penetration to flats have been addressed, as was the case with Ladderswood, design and the quality of amenity and accommodation will need to be carefully balanced and again while at outline, I would expect the design Code to pro-active address problem units to ensure minimum daylighting factors are achieved and amenity provision is vital and usable. I would also advocate assessing at this stage the potential impact of balconies to daylighting and access to sunlight throughout the development as I would anticipate that this will be an issue in the later RM.

**PBA Response:** As part of the planning application, a full daylight/sunlight assessment of the site has been completed, with inclusion as part of the Environmental Impact Assessment (EIA). The submitted Environmental Statement (ES) includes an assessment of the internal daylight contained within Phase 1A, where internal layout of flats and location of balconies is known (please refer to Chapter 15.5.81 onwards) This identifies that 91% of rooms in Phase 1A will comply with the Daylight Distribution factor, stating "The Daylight Distribution test shows that the results show that of the 671 rooms assessed 610 (91%) will comply with the Code for Sustainable Homes target of 80% of each room area receiving access to direct skylight".

The overshadowing of amenity areas is also assessed in the ES. This identifies for the full outline scheme: 'Analysis shows that of the 108 amenity areas assessed within the proposed development, 60 (56%) will fully comply with the BRE guidelines for overshadowing with at least 50% of the amenity areas receiving at least 2 hours of direct sunlight on March 21<sup>st</sup>. The primary non-compliance in courtyard areas of outline parts of the development and there is potential for issues with overshadowing to be addressed at reserved matters. It should be noted that the proposed development will also have beneficial impacts on the overshadowing (permanent and transient) on surrounding amenity areas in comparison with the existing development at the site.'

The impacts of daylighting in the outline development cannot be assessed in any detail at this stage, as the position of rooms and balconies is not yet known, this is also addressed at paragraph 15.5.81 of the ES.

## 5. Waste

The applicant has committed to a SWMP with a diversion from landfill target of 85%. This is acceptable subject to condition.

**PBA Response:** No further response is required on this item

## 6. Green Procurement

Commitment is provide and can be conditioned.

**PBA Response:** No further response is required on this item

## 7. Lifetime Homes

The development will be built to Lifetime Homes. This is acceptable subject to conditions.

**PBA Response:** No further response is required on this item

## 8. Green Roofs / Living Walls

1,156m<sup>2</sup> of biodiverse green roofs are to be provided as part of phase 1A with a commitment to later feasibility testing. This figure is rather low and DMD55 is clear about maximising the installations where feasible. Comment relating to conflicting uses for the roofs are noted, but pv and green roofs



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are not mutually exclusive and can work together. It is noted that vertical surfaces have not been addressed and while outline I would expect a similar commitment particularly given the energy centre in terms of its design should extol and visually signify the sustainability credentials of the scheme. This needs to be addressed."

**PBA / PTEa Response:** *The submitted masterplan seeks to maximise the extent of biodiversity delivered via aspects at ground floor (and within the public realm) but also via the use of green roofs. The use of living walls has been explored during the design process, however, as detailed under DMD55, consideration has been made to the practical and financial implications associated with ongoing maintenance. In light of this, the use of living walls is considered inappropriate given the context of urban design and development and the biodiversity strategy for the site which prioritises green spaces and green roofs over green walls.*

*In addition to the above, consideration has been made to the extent of glazing associated with the proposed Energy Centre located within Phase 2. In light of this the use of glazing within the Energy Centre façade will be explored during the planning application process for Phase 2 in order to identify the overall technical and practical viability, including detailed discussions with Lee Valley Heat Network (LVHN), Secured by Design Officer and Environmental Health Officer. Where possible glazing will be incorporated in order to provide visible interest to the overarching sustainability measures incorporated within the overall scheme intent and delivery of low carbon heating infrastructure.*



## **Appendix 5: Supplemental Section 106 Agreement**

Dated

[201 ]

**Supplemental Deed under inter alia Section 106  
of the Town and Country Planning Act 1990**

relating to the development of Phase [ ] at Alma Estate, Enfield

Planning Application Ref: 15/02039/OUT

- (1) The Mayor and Burgesses of the London Borough of Enfield (Planning Authority)
- (2) Countryside Properties (UK) Limited (Developer)

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THIS DEED is dated

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD** of Civic Centre, Silver Street, Enfield, Middlesex (Planning Authority).
- (2) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (Co. Reg. No. 00614864) whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (Developer).

## **BACKGROUND**

- (A) The Planning Authority is the local planning authority for the purposes of the TCPA 1990 for the area in which the Development Site is situated.
- (B) The London Borough of Enfield is the freehold owner of the Development Site registered at the Land Registry with absolute title under title numbers [ ] and unregistered highway land.
- (C) The Developer is the leasehold owner of the Section 106 Land (being land comprising Phase [ ]) pursuant to a lease granted by the London Borough of Enfield and dated [date].
- (D) The Developer made the Planning Application and [is proposing to carry out the Development/has commenced the Development].
- (E) The Planning Permission was granted on [ ] subject to the terms of the Overarching Section 106 Agreement which was entered into by the Planning Authority and the Developer in order to secure the planning obligations necessitated by the Development and enable the grant of the Planning Permission.
- (F) At the time of the grant of the Planning Permission the Developer had a contractual but not a legal interest in the Development Site.
- (G) The Overarching Section 106 Agreement and the Planning Permission prohibit the carrying out of any development on any Phase until a Supplemental Deed made under section 106 of the TCPA 1990 (and other powers) has been entered into in order to ensure that the planning

obligations in the Overarching Section 106 Agreement bind the legal interest in the relevant Phase such that the planning obligations will be enforceable against successors in title to that Phase.

- (H) The parties enter into this Deed in order to comply with the Overarching Section 106 Agreement and Planning Permission to ensure that the planning obligations contained in the Overarching Section 106 Agreement bind the Section 106 Land under section 106 of the TCPA 1990.

## AGREED TERMS

### 1. INTERPRETATION

- 1.1 In this Deed definitions shall be as in the Overarching Section 106 Agreement save that the following expressions shall unless the context otherwise requires have the following meanings:

Deed

means this deed

Overarching  
Agreement

Section

106

means the agreement dated [ ] made between the Council and the Developer pursuant to section 106 of the TCPA 1990, a copy of which is attached at Schedule 2 or any variation thereto

Plan

means the plan attached at Schedule 1

Section 106 Land

means the land shown edged red on the Plan against which this Deed is enforceable

- 1.2 Clause headings shall not affect the interpretation of this Deed.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Planning Authority the successors to its respective statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply to this Deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include faxes or e-mail.
- 1.11 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.14 This Deed is supplemental to the Overarching Section 106 Agreement.

## **2. STATUTORY PROVISIONS**

- 2.1 This Deed is entered into pursuant to section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Developer with the intention that they bind its interest in the Section 106 Land and its successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Planning Authority in accordance with section 106 of the TCPA 1990 and in accordance with the other statutory powers set out at clause 2.1 above.
- 2.4 Clause 10 of this Deed is made pursuant to section 1 of the Localism Act 2011 and all other enabling powers.

## **3. EFFECT OF THIS DEED**

This Deed is supplemental to the Overarching Section 106 Agreement and the parties agree that the effect of this Deed is to ensure that the covenants, restrictions and obligations contained in the Overarching Section 106 Agreement bind the Section 106 Land and are enforceable against the Developer and its successors in title or assigns.

## **4. EFFECTIVE DATE**

The provisions of this Deed shall come into force on the date hereof.

## **5. COVENANTS TO THE PLANNING AUTHORITY**

The Developer covenants with the Planning Authority to observe and perform the covenants, restrictions and obligations set out on the part of "the Developer" in the Overarching Section 106 Agreement so as to bind its interest in the Section 106 Land.

## **6. COVENANTS BY THE PLANNING AUTHORITY**

The Planning Authority covenants with the Developer to observe and perform the covenants, restrictions and obligations set out on its part in the Overarching Section 106 Agreement.

## **7. RELEASE**

No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Section 106 Land, except in respect of any breach subsisting prior to parting with such interest.

## **8. DETERMINATION OF DEED**

The obligations in this Deed (with the exception of clause 10) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Developer; or
- (c) is quashed following a successful legal challenge.

## **9. LOCAL LAND CHARGE**

This Deed is a local land charge and shall be registered as such by the Planning Authority.

## **10. PLANNING AUTHORITY'S COSTS**

The Developer shall pay to the Planning Authority on or before the date of this Deed the Planning Authority's legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed.

## **11. THIRD PARTY RIGHTS**

No person other than a party to this Deed and their respective successors and permitted assigns shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

## **12. GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The common seal of the **LONDON  
BOROUGH OF ENFIELD** was affixed to this document in the presence of:

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Authorised signatory

Signed as a deed by  
**COUNTRYSIDE PROPERTIES**  
**(UK) LIMITED** acting by

Director .....

Director/Secretary .....

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**Schedule 1 Plan**

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## **Schedule 2 Overarching Section 106 Agreement**

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