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14 November 2023

Dear Sir/Madam

THE LONDON BOROUGH OF HARINGEY (HIGH ROAD WEST PHASE A) COMPULSORY PURCHASE ORDER 2023 ("CPO")

We write further to your letter dated 10 November 2023 in which you request further information in response to matters raised during the evidence of Peter O'Brien and Selina Mason.

In addition, we also attach a document showing the distribution of the consented Class E (a-e) floorspace across Plots B, C1 and C2, as requested by Ms Buono.

Library and Learning Centre "LLC" and Moselle Square

In your letter you request details of:

- a) the obligations in the CPO Indemnity Agreement, Section 106 Agreement and Development Agreement that require delivery of the LLC and Moselle Square;
- b) the extent to which such obligations set a minimum floorspace requirement for the LLC and Moselle Square; and
- c) if there is an obligation for the LLC to be delivered within Plot E (otherwise referred to as Phase 5).

We have set out the relevant obligations below.

The obligations in the CPO Indemnity Agreement, Section 106 Agreement and Development Agreement that require delivery of the LLC and Moselle Square

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Development Agreement

Relevant Clauses:

Clause 26 of the Development Agreement requires Lendlease to comply with its obligations within the Schedules, this includes Schedule 3 "*Development Obligations*".

Paragraph 1.1 of Part 2 of Schedule 3 of the Development Agreement requires Lendlease to "*substantially commence the Works in relation to each Phase no later than the Phase Commencement Date*" and "*to use all reasonable endeavours to secure the issue of the Certificate of Practical Completion in respect of the Works concerning the Council Facilitieson or before the relevant Phase Construction Target Date*".

Paragraph 1.2 of Part 2 of Schedule 3 requires Lendlease to complete all the "*Works in relation to each Phase before the Phase Construction Longstop Date*".

Paragraph 1.3 of Part 2 of Schedule 3 requires Lendlease to carry out and complete the "Works" in accordance with "*(a) the Approved Documents...(g) the Satisfactory Permission*".

Paragraph 1.5 of Part 2 of Schedule 3 requires Lendlease to comply with all "*Planning Agreements*".

Relevant Definitions:

"Works" include all works to implement the "*Development*".

"*Development*" includes the "*Council Facilities*".

"*Council Facilities*" includes the "*Library and Learning Centre*".

"*Satisfactory Permission*" includes a "*Planning Permission*" granted pursuant to a "*Planning Application*" which must be approved by the Council in accordance with clause 6.3.4. The Council can withhold consent to any "*Planning Application*" which does not include the "*Core Requirements*" (see clause 6.3.4(e)).

The "*Core Requirements*" include "(vi) a new 1,4000 sqm library GIA and learning centre (including fit out) (vii) improvements to the landscape and public realm including a major new link between an enhanced White Hart Lane Station and THFC".

Planning Permission (CD 4.28) is a "*Satisfactory Permission*". It is governed by the approved phase sequence (CD 4.38), the parameter plans (CD4.3) and the Development Specification (CD 4.4) . It grants consent for a LLC and Moselle Square.

Analysis

When read together, Clause 26 and paragraphs 1.1-1.3 and 1.5 of Part 2 of Schedule 3 to the Development Agreement require Lendlease to carry out and complete the development permitted pursuant to the Planning Permission, in accordance with the conditions attached thereto and the obligations contained within the Section 106 Agreement dated 31 August 2022 (**CD 4.29**).

In respect of the "*Council Facilities*" (which include the LLC), Lendlease is obliged to use "*all reasonable endeavours*" to secure the issue of a "*Certificate of Practical Completion*" for the relevant works to construct those facilities by no later than the relevant "*Phase Construction Target Date*". In any event, the works for delivery of the "*Phase*" which includes the LLC must be completed before the relevant "*Phase Construction Longstop Date*".



There is no express obligation to complete the construction of Moselle Square within the Development Agreement. That obligation arises however, by virtue of paragraphs 1.3.3(g) and 1.5 of Part 2 of Schedule 3 to the Development Agreement, that requires the works to comply with the Planning Permission and related Agreements. As set out further below, paragraph 2 of Schedule 13 to the Section 106 Agreement comprises a planning obligation on Lendlease to complete delivery of Moselle Square to the approved specification during implementation of the development authorised by the Planning Permission.

Failure to provide the "*Works*" in accordance with the obligations within Schedule 3 is an "*Event of Default*" which would enable the Council to terminate the Development Agreement.

Section 106 Agreement

Moselle Square

As noted above, obligations relating to the delivery Moselle Square are contained within Schedule 13 of the Section 106 Agreement.

Paragraph 2 of Schedule 13 of the Section 106 Agreement provides that Moselle Square must be delivered in accordance with an approved specification before occupation of the earlier of:

- a) 90% of the market units in Phase A; or
- b) 780 market units.

LLC

Obligations relating to delivery of the LLC are contained within Schedule 14 of the Section 106 Agreement.

Paragraph 5 of Schedule 14 requires the LLC to be practically completed before occupation of more than 95% of the market units in the plot in which the LLC is located.

In recognition of the fact that no market units are now proposed for Plot E, the Section 106 Agreement is in the process of being varied. The triggers for delivery of the LLC will be amended so that it must now be delivered prior to occupation of 95% of the market units in Phase A. It is anticipated that the deed of variation will be entered into on Thursday 16 November 2023. A copy of the completed deed of variation will be submitted to the Inquiry.

Minimum floorspace/ size specified for the LLC and Moselle Square

Development Agreement

Pursuant to Schedule 3 of the Development Agreement the "*Works*" must be delivered in accordance with the "*Satisfactory Permission*" – this is the Planning Permission.

In addition, the LLC is stated within the Core Requirements as being "*a new 1,400 sqm library and learning centre (GIA)*".

Approved Planning Permission

The Development Specification (**CD 4.4**) provides that Moselle Square must have a minimum area of 3,500 sqm and requires the LLC to have a floorspace of between 500 sqm and 3,500 sqm (GEA). The Design Code also includes requirements relating to both Moselle Square and the LLC.



Section 106 Agreement

Whilst the Section 106 Agreement does not set a minimum floorspace for Moselle Square, it requires Moselle Square to be designed to accommodate active use with provision for spatial programming and cultural activities (such as children's play, commercial and retail activities) and at least 2,000 standing audience members, plus circulation space for events.

Schedule 14 of the Section 106 Agreement requires Lendlease to undertake an architectural competition in relation to the LLC.

Schedule 14 of the Section 106 Agreement states that the requirements for the design of the LLC shall include accommodation of "*enterprise and business space, adult learning facilities, flexible spaces for community and cultural activities and children's library*".

Obligation for the LLC to be delivered within Plot E

Development Agreement

Clause 14 of the Development Agreement contains the "*Milestone Condition*". The "*Milestone Condition*" must be satisfied in relation to each "*Subsequent Phase*" (excluding "*Phase 2*").

Limb (b) of the definition of "*Milestone Condition*" requires Lendlease to have entered into a "*Building Contract for the whole of that part of the Works required to deliver the Library and Learning Centre on Phase 5*" prior to being able to commence "*Phase 7*".

The "*Phases*" within the Development Agreement mirror the phases as approved pursuant to the Planning Permission. As such, the "*Milestone Condition*" requires Lendlease to have entered into a Building Contract for the LLC within Plot E prior to it being able to commence Plot F (which is an open market housing plot).

Summary

In summary;

- a) the Planning Permission provides for Moselle Square and the LLC;
- b) the Section 106 Agreement requires the delivery of Moselle Square and the LLC;
- c) the Development Agreement requires the development to be delivered in accordance with the Planning Permission and Section 106 Agreement, it also requires the delivery of the "*Council Facilities*" which includes the LLC;
- d) the Planning Permission, Section 106 Agreement and Development Agreement set minimum requirements for Moselle Square and the LLC, and in the case of the LLC these exceed the minimum requirements within the Planning Permission; and
- e) the Development Agreement requires the delivery of the LLC within Plot E.

Although not set out within this letter, the evidence of Tom Horne and Lucas Lawrence provide further explanation as to the location of Moselle Square and the LLC within Plot E from a planning policy and design perspective.

"Not Before" date

Your client has been offered a "not before" date of Q2 2026.



Serious thought and consideration was given to this date.

The Council and Lendlease appreciates the need to provide occupiers with as much certainty as possible and has sought to accommodate this.

However, it also needs to ensure that there is sufficient flexibility within the Scheme so that it can adapt to changing circumstances, including allowing scope for Lendlease to accelerate its delivery programme if it is in a position to bring forward the benefits of the Scheme (including the LLC and Moselle Square) more swiftly.

The Council considers that a "not before" date of Q2 2026 achieves this balance.

The Council and Lendlease will remain in constant dialogue with your clients as the delivery of the Scheme progresses. As part of this dialogue your client will be kept informed as to the progress of delivery and the estimated date on which vacant possession will be required. As set out within the Commercial Occupier Relocation Strategy (see further below), Lendlease is also committed to providing business occupiers with at least 12 months' notice of the date vacant possession is required.

Commercial Occupier Relocation Strategy

Please find enclosed a copy of the Commercial Occupier Relocation Strategy approved pursuant to the Development Agreement.

Plots B, C1 and C2

Pursuant to the Development Specification [**CD 4.4**] approved pursuant to the Planning Permission [**CD 4.28**], Zone 2, which contains Plots B, C1 and C2, can accommodate a minimum of 1,000 sqm of Class E (a-e) floorspace and a maximum of 1,500 sqm of Class E (a-e) floorspace.

Please find enclosed a document which includes two plans showing the possible distribution of the 1,000 sqm and 1,500 sqm of Class E (a-e) floorspace across Plots B, C1 and C2.

For convenience, the plans identify the units within Plot C2 which have previously been offered to your client to relocate its Chick King and K&M Stores businesses.

As set out within paragraph 9.2 of the proof of evidence of Selina Mason [**CD 9.3**], the High Road currently accommodates approximately 1,800 sqm of commercial and business floorspace. However, it is understood that 1,650 sqm is currently in use, 123 sqm of which is occupied by the Tyres and Auto Repairs Centre.

Yours faithfully

Pinsent Masons LLP

This letter is sent electronically and is therefore unsigned

HIGH ROAD WEST | COMMERCIAL RELOCATION STRATEGY

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Appendix A – Diagram of Industrial Provision across LBH

This strategy sets out the objectives and approach for commercial relocation at High Road West

The Council does not currently own all the land required for the successful comprehensive regeneration proposed for High Road West ("HRW"). Much of the land still to be acquired is owned and occupied by a diverse mix of businesses. Because of this, the successful relocation of businesses currently located within HRW is critical to the success of the wider project. Lendlease and the Council are committed to engaging and working with businesses that are impacted by the comprehensive regeneration to ensure that they are fully supported throughout the process.

This strategy sets out the relocation commitments made in order to maximise the number of businesses relocated within the site and or borough, minimise disruption, assist businesses with their operation, and aid transition through the regeneration programme.

Lendlease, in partnership with the Council, will make contact and maintain a continued dialogue with every party whose property, or rights in property, is required for the development and will provide the evolving details of the scheme during the public consultation process.

This strategy builds upon the framework provided by statute, government guidance and the land assembly agreement, the Compulsory Purchase Indemnity Agreement (CPOIA), attached to the Development Agreement dated 20 December 2017. It also aligns with the phasing plan, the Vacant Possession Strategy, the Marketing and Lettings Strategy, the Stakeholder and Resident Engagement Strategy the Socio-Economic Strategy and the Estate Management Strategy to ensure that there is a holistic approach to supporting businesses.

1. OBJECTIVES

The High Road West Business Charter

Lendlease's objectives are in line with Council's High Road West Business Charter and are set out below:

- **We will fully engage with all affected businesses** - to ensure businesses are involved in the regeneration. To do this, we will work with the Council to engage with every business interest within the red line boundary in an open and transparent manner. We will engage sensitively, understanding the critical factors that drive each business, as well as the long ties that some businesses will have to the area. We will seek to explain the overall benefits of the scheme, whilst understanding that some businesses will not welcome regeneration.
- **We will seek to maximise relocation options within the site or locally** - to maximise the number of businesses and jobs that are relocated within the site or within the borough, we will seek and support relocation to these areas where suitable. We understand that businesses contribute towards the economic success of Tottenham and Haringey and many have been in the area for a long time, employing and training local people and providing valued goods and services to the local resident and business community.
- **We will provide business support** - to help existing businesses with their operation and viability, we will offer and fund specialist business support to the businesses impacted so that they are fully supported and are able to benefit from the regeneration scheme. We have engaged the services of Retail Revival (Business Improvement Specialists, for more information view <https://www.retailrevival.org.uk> who can cover a wide range of advice including marketing, business planning and business improvement options. This will help provide a level of certainty and stability, enabling businesses to deal with the potential disruption caused during and post the regeneration.

- **We will seek to minimise disruption** - to minimise the level of operational disruption on the impacted businesses we will:
 - Phase the regeneration works to take account of the need to minimise the number of location moves and the impact of construction works on existing business operations.
 - Provide works programme transparency and flexibility to enable maximum time for businesses to properly plan.
 - Provide relocation support to ensure smooth transitions.
 - Ensure flexibility in approach to transition arrangements.
 - Provide a minimum of 12 months' notice of when relocation will be required
- **Ensure fair negotiation** - to negotiate an optimal solution for each landowner /occupier and acquire interests by negotiated agreement we will negotiate fairly, recognising that some landowners and occupiers will be more affected by the risk of displacement than others. Each landowner will benefit from their own bespoke solution and this will impact the approach taken.

2. APPROACH

There are approximately 35 freehold and 50 leasehold business interests that will require relocation based on our vision for comprehensive regeneration. It is important that the context and interdependency of each business is understood.

Lendlease have a three-stage approach to delivering the objectives for the relocation of businesses. This includes:

Stage	Description
Stage 1: Understanding each individual business's need	Lendlease will build a more detailed profile of the business, which will be used to understand their aspirations, including their relocation preferences.
Stage 2: Developing relocation options	Lendlease will work with the business and secure local agent support to prepare potential options (within or outside the High Road West area) based on the occupier's or landowner's requirements. Lendlease will also work with the masterplan architects to provide relocation options within the High Road West area
Stage 3: Relocation negotiations	If suitable options are available, Lendlease will discuss these with the landowner/occupier, and independent advisory support will be offered to support further negotiations

2.1 Stage 1: Understanding individual business's needs

Within HRW there are a number of businesses that can be categorised as:

- Retail businesses, including shops selling goods, restaurants and cafes and hot food take-away shops along both White Hart Lane and the High Road. It is understood that the retail businesses primarily serve the local residential population and reflect the mixed ethnic diversity of the area, especially for the African, Caribbean and Turkish population. A number of the takeaways and cafes benefit from being close to the Tottenham Hotspur Football Club Stadium (THFC).
- Industrial uses and manufacturing businesses within the Peacock Industrial Estate. The customer base of the businesses occupying the commercial units appears to be more London wide. From information provided to the Council, it would seem there is a certain amount of synergy between the businesses, especially on the Peacock Industrial Estate and a number of businesses may want to relocate together in order to continue to benefit from this synergy. We understand this, and where possible we will seek to facilitate co-ordinated moves.

Whilst there are similar types of businesses, both the Council and Lendlease understand that each individual business will have its own business and growth needs. As such, we will be seeking to meet and work with each individual business.

The Council will ensure both Lendlease and their property advisors, CBRE, are at these meetings so that we secure all the information we can about the individual business to develop the relocation options for each individual business. The information we are seeking to understand includes:

- The type of business
- The size of the business (floorspace / site area, number of staff)
- The ownership arrangements (freehold / leasehold)
- Location (in relation to current customer catchment)
- The current issues for businesses
- Access and parking
- Environment
- Service and support
- Costs
- Plans for business: growth, downsizing, diversification / change to business

2.2 Stage 2: Business Relocation Options

Once Lendlease and the Council have discussed and collected the information about a business, we will work with CBRE, local property agents and our design team to develop the relocation options available for each business. In developing the relocation options, we will be mindful of the phasing plan and the need to seek to minimise disruption.

The key relocation options are detailed below:

Relocation Options within the High Road West Site

In developing our proposals for HRW, we have been mindful of the existing businesses and the contribution they make to the local economy, as well as the need to deliver new homes and a new local centre within the area. We have therefore, developed proposals which deliver, subject to planning, a substantial increase in the amount of commercial space. This includes approximately 3000m² of workspace and 5,800sqm of a retail spaces, whilst also delivering thousands of new homes.

The new commercial space we are proposing ensures that there are opportunities for existing businesses within the area, for known brands and for start-up enterprise. There will be:

- New retail space of varying sizes surrounding the new civic square, opposite White Hart Lane Station and along the High Road and White Hart Lane.
- New industrial space referred to as Peacock Yard, in the north of the site, which offers some relocation options for the businesses within the Peacock Industrial Estate. The new space will not be a like for like replacement of the existing Peacock Industrial Space. The new space will be modern and flexible, allowing for the space to accommodate a range of configurations and uses and change over time. The new industrial spaces will be let on a leasehold basis, as the Council intends to retain the freehold of the land.
- New start-up and small business space in an area referred to as Roebuck Passage, which will provide space for small, local businesses on a flexible basis, interspersed with small-scale catering.

We will work with the business and the design team to determine whether it is feasible for the business to be relocated within the new commercial space. In doing so, we will be mindful of considerations such as size, environmental conditions (noise etc), delivery/access requirements and aspirational fit.

We will also work with the business and our marketing and lettings team to determine the best structures for letting the new commercial spaces. This includes exploring flexible letting options, long term and short-term lease arrangements and the servicing arrangements.

The timing and phasing of when this space will be available is still under consideration and will be updated over time, but based on current plans we provisionally expect it to be available in 2026/27.

• Relocation Options within the Borough

If for any reason relocation within the new scheme is not feasible or not desired by the business in question, there are many existing and evolving industrial and employment areas within Tottenham and the wider Borough that may provide options for relocating businesses. These areas are identified within Haringey Council's Site Allocation Development Management Plan and are summarised in Appendix A for information.

We will work with our local property agents to prepare a bespoke list of alternative relocation options within the Borough based on each business's requirements. This list will include both leasehold and freehold opportunities that are available, and will be updated regularly and will be available to all of the impacted businesses. We will also proactively support any business in doing its own searches.

We will also support the reimbursement of reasonable relocation costs of landowners /occupiers (including searches for new premises as part of the engagement process).

• Relocation Options outside the Borough

If the landowner/occupier's preference is to move out of the Borough, as with the opportunities to move within the Borough, we will work with our local agents to maintain and regularly update a register of available properties. The list will be accessible to all businesses that engage with us and will include both leasehold and freehold opportunities that are available. We will also endeavour to provide professional support to facilitate searches.

We will support the reimbursement of reasonable relocation costs of owners (including searches for new premises as part of the engagement process).

2.3 Stage 3: Relocation Negotiations

Once we have developed the relocation options, we will work with the business to identify the optimum option for them and begin negotiating the detailed terms of the relocation. As part of this process, independent advice will be available, including independent valuation advice. This may be advice relating to the value of the actual business, the value of the business premises and the costs associated with relocating- for example using experts to value the costs of moving specialist equipment.

3. GENERAL SUPPORT FOR BUSINESSES

Both Lendlease and the Council are committed to supporting the long-term success of existing businesses within HRW, regardless of what relocation option they choose. Therefore, we have put in place a comprehensive package of business support, which includes the following:

- The High Road Revitalisation Programme is being delivered in partnership with Retail Revival. The programme includes a menu of support options from Retail Revival and their appointed specialists. This includes branding, marketing, online presence, business planning, HR and accreditation such as health and safety. The programme will help businesses to improve their business model, increase their turnover, employ more people, recruit apprentices, and ultimately be in a better position to take the opportunities presented by the High Road West Scheme. This programme is available to both high street and light industrial businesses such as the Peacock Industrial Estate. The support for high road businesses in particular can also include light touch cosmetic work to the premises, such as new signage and simple interior improvements.
- Peacock Yard Support Package – We will provide business support to help impacted businesses, provide certainty and support ongoing business development plans. This includes ongoing business support for any businesses that choose to resettle within the new development.
- Where appropriate we will give priority opportunities to local business within the new retail locations of the regeneration programme including business support during the relocation process.

4. PROGRAMME

Through the engagement process we will be clear on the how the overall development programme is tracking and its likely impact on the impacted business owners.

The planned timetable for this engagement is as follows:

- January/February 2018 - all affected landowners will receive introductory letters from Council and Lendlease setting out the next steps of the process and contact details.
- February - May 2018 - we will contact every impacted party and offer one-to-one meetings as part of the engagement process and offer specialist business support.
- April - October 2018 - landowners and occupiers will be offered the chance to engage on the masterplan.
- May 2018 - late spring 2019 - ongoing engagement and negotiation with all landowners / occupiers
- Summer 2019 planning permission received and if required the formal Compulsory Purchase Order (CPO) process commences.
- 2021/22 construction activity due to commence.
- Peacock estate and businesses relocation required to be completed provisionally by 2024.

Regular programme updates will be available on the dedicated website
<https://www.highroadwest.london/>

5. RESOURCES, ROLES AND RESPONSIBILITIES

Lendlease will lead and manage the engagement and negotiation process supported by CBRE, a leading property specialist, valuation and compulsory purchase advisor and the Council.

A dedicated team (set out below) has been assigned to each to support the engagement and negotiation process to ensure that the businesses and landowners have a regular and consistent point of contact throughout. Local agents will also be used to search and source potential relocation options that best meet the needs of the landowners.

The dedicated team will oversee:

- Strategy - Responsible for delivering individual strategies for each landowner as required (options and approaches)
- Governance - Management of communications, contact register and database
- Commercial /Legal - Managing engagement and negotiating legal agreements with private landowners
- Financial - Managing and reporting against agreed budgets

Role	Responsibility
Project Director	Accountable for the delivery of this strategy.
Land Acquisition Manager	Responsible for the delivery of this strategy.
Communications Manager	External communications (website, social media). Press and Public Relations.
Assistant Development Manager	Assist in the delivery of this strategy
External Property Advisor	Daily business liaison and meeting organisation. Local property knowledge.
Council officers	Supporting the delivery of the Strategy objectives and ensuring alignment with the High Road West Business Charter.

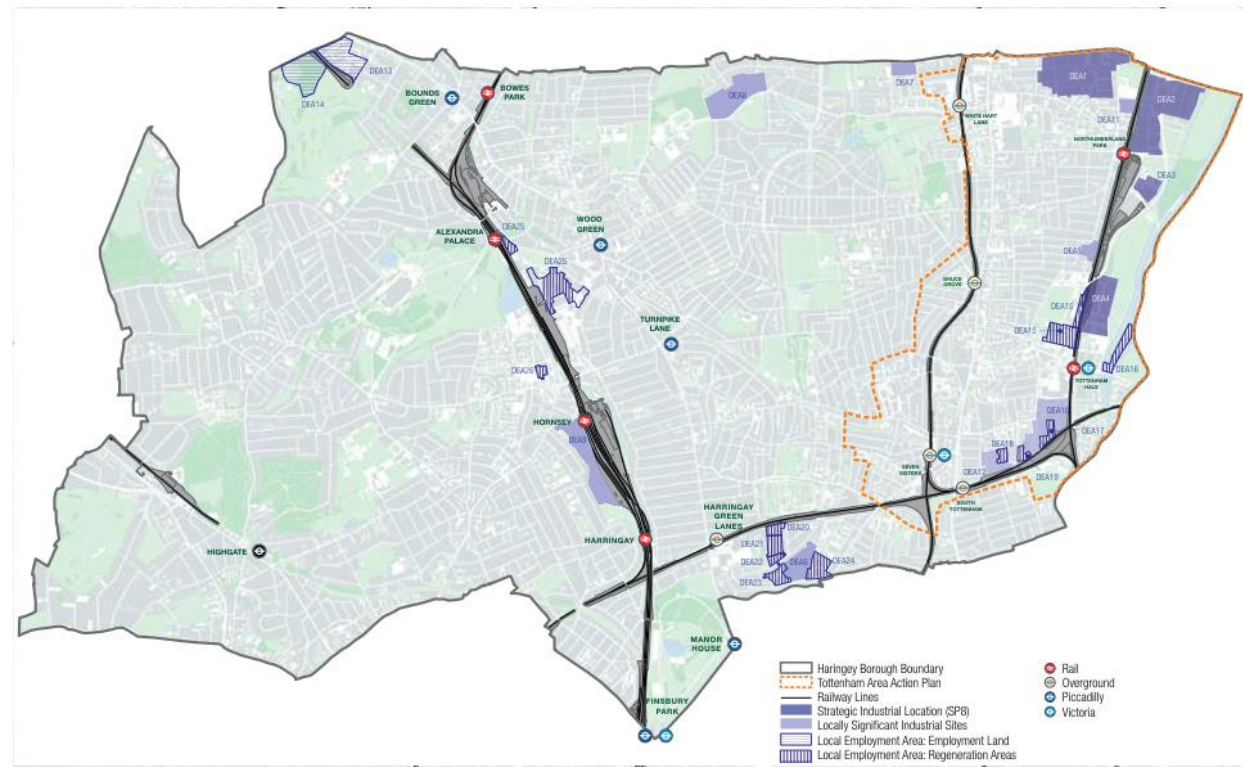
6. GOVERNANCE

All activity in respect of relocation activity will be reported to the Land Acquisition Working Group (LAWG) as part of the agreed reporting process. The LAWG will initially meet every month and has equal representation from the Council and Lendlease.

The LAWG reports up to The High Road West Project Steering Group with equal representation from the Council and Lendlease. The Steering Group meets monthly and has oversight of all project activities.

APPENDIX A

Diagram of Industrial Provision across LBH



HIGH ROAD WEST

GROUND FLOOR NON-RESIDENTIAL PROVISION PLOTS B, C1 & C2



1,000SQM NON-RESIDENTIAL (POTENTIAL RETAIL, COMMERCIAL, LEISURE) PLOTS B, C1 & C2

- Non-residential
(potential retail,
commercial, leisure)
- Potential relocated retail
units for Chick-King and
K&M Stores



Plans are indicative only

1,500SQM NON-RESIDENTIAL (POTENTIAL RETAIL, COMMERCIAL, LEISURE) PLOTS B, C1 & C2

- Non-residential
(potential retail,
commercial, leisure)
- Potential relocated retail
units for Chick-King and
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