

**The Mayor and Burgesses of the London Borough of Haringey**

and

**Grainger Seven Sisters Limited**

and

**Northumberland & Durham Property Trust Limited**

**CPO Indemnity Agreement**  
in respect of  
**Wards Corner, Seven Sisters, Haringey**

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## CPO Indemnity Agreement

Dated *23 January* 2015

### Between:

- (1) **The Mayor and Burgesses of the London Borough of Haringey of Civic Centre, High Road, Wood Green, London, N22 8LE;**
- (2) **Grainger Seven Sisters Limited (registered in England and Wales No. 06111428) whose registered office is at Citygate, St James' Boulevard, Newcastle upon Tyne, NE1 4JE; and**
- (3) **Northumberland & Durham Property Trust Limited (registered in England and Wales No. 00182763) whose registered office is at Citygate, St James' Boulevard, Newcastle upon Tyne, NE1 4JE.**

### Background

- (A) The Council (as owner of the Council Land) and the Developer wish to secure the carrying out of the Development on the Land and have entered into the Conditional Development Agreement for that purpose.
- (B) On 12 July 2012 the Planning Permission was granted.
- (C) In order for the Development to be carried out it is necessary for the Additional Property to be Acquired by the Council or the Developer.
- (D) On 15 July 2014 the Council as planning authority resolved in principle that, if necessary (and at the request of the Developer in accordance with the Conditional Development Agreement), it would use its compulsory purchase powers to Acquire the Additional Property subject to (amongst other things) the Developer indemnifying the Council's costs in doing so in accordance with the terms of this Deed.
- (E) The Developer has agreed to indemnify the Council against the CPO Costs upon the terms set out in this Deed.
- (F) The Council and the Developer are entering into this Deed pursuant to the resolution referred to at Recital (D) above.

### It is agreed as follows:

#### 1 Definitions and interpretation

##### 1.1 Definitions

In this Deed:

**1972 Act** means the Local Government Act 1972;

**1976 Act** means the Local Government (Miscellaneous Provisions) Act 1976;

**1990 Act** means the Town and Country Planning Act 1990;

**Acceptable CPO** means (where the CPO has been confirmed by the Secretary of State with modifications) a Confirmed CPO which the Developer (acting reasonably) is satisfied will enable the Development to be undertaken and completed;

**Acquire** means the purchase of the freehold interest and any other interest (including any Adverse Interest) in the Additional Property (or other appropriate interest in the case of rights as distinct from land) or the entry into of any option or contract pursuant to which the Developer or the Council (as the case may be) is entitled to acquire the relevant interest and Acquired, Acquiring and Acquisition shall be construed accordingly;

**Acquisition Costs** has the meaning given in Part 3 of Schedule 1;

**Additional Property** means any interest or right (from time to time) within the Development Land (other than any and all freehold land currently owned by the Council, the Developer and/or LUL) which it is necessary to acquire to enable the Development to be carried out;

**Advance Payments** means advance payments pursuant to section 52, 52ZA, 52ZB, 52ZC and 52A of the Land Compensation Act 1973;

**Adverse Interest** means any and all interests of third parties in or affecting the Development Land or which may impede or prevent the carrying out of the Development such as (but not limited to) easements, rights of way, rights to light and restrictive covenants including all occupational interests, leases and tenancies;

**Appropriation** means the appropriation by the Council of any land for town and country planning purposes under section 122 of the 1972 Act and Appropriate shall be construed accordingly;

**Appropriation Costs** has the meaning given in Part 5 of Schedule 1;

**Appropriation Notice** means the written notice to be served by (or on behalf of) the Developer on the Council pursuant to Clause 9);

**Approved Assignee** shall have the meaning ascribed to it in the Conditional Development Agreement;

**Approved Expenditure** means either:

- (a) the estimate set out in the Compensation Schedule; or
- (b) in place of (a) the estimate determined by the Expert; or
- (c) in place of (a) or (b) the amount determined by the Lands Chamber.

**Blight Notice** means any blight notice served on the Council under sections 149, 150 and/or 162 of the 1990 Act in respect of any part of the Additional Property;

**Call Option Agreement** shall have the meaning ascribed to it in the Conditional Development Agreement;

**Cessation Notice** means a notice served by the Developer pursuant to Clause 2.2;

**Circular** means Circular 06/2004 issued by the then Office of the Deputy Prime Minister or any modification or replacement of it which is applicable to the CPO;

**Compensation** has the meaning given in Part 4 of Schedule 1;

**Compensation Schedule** means the schedule detailing agreed estimates of Compensation as revised from time to time in accordance with Clause 5.5;

**Compulsory Purchase Compensation Code** means the assessment of Compensation properly payable in respect of an interest in the Additional Property as a result of its compulsory purchase or its purchase by agreement in accordance with the Land Compensation Acts 1961 to 1973 Compulsory Purchase Act 1965 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and the Localism Act 2011 and relevant case law;

**Conditional Development Agreement** means the conditional development agreement dated 3 August 2007 (as amended on 12 September 2012 and by a further deed completed on the date of this Deed) entered into by the Council (as owner of the Council Land), the Developer and the Guarantor;

**Confirmed CPO** means the CPO confirmed by the Secretary of State with or without modifications and following:

- (a) the expiry of the statutory challenge period prescribed by Section 23 of the Acquisition of Land Act 1981 without a challenge having been made; or
- (b) if a challenge is made to the Confirmed CPO to the High Court the final determination of any such challenge by that Court or on appeal by any higher court (meaning the later of: (i) the date a court has made a decision upon those proceedings; or (ii) a further appeal to a higher court has been made or can be made) leaving the Confirmed CPO in place;

**Costs Date** means the date of the Qualifying Certificate;

**Council** means The Mayor and Burgesses of the London Borough of Haringey as above;

**Council's Historical Costs** means the costs incurred by the Council in respect of the CPO throughout the period between 1 May 2014 and the date of this Deed in the sum of £6,000 (six thousand pounds);

**Council Land** shall have the same meaning as in the Conditional Development Agreement;

**Counsel** means suitability experienced Counsel (of no less than ten (10) years call) in planning and compulsory purchase law as the Council and the Developer shall agree each acting reasonably;

**CPO** means one or more compulsory purchase orders to be made by the Council pursuant to the terms of this Deed under Section 226 of the 1990 Act and Section 13 of the 1976 Act in respect of the Additional Property;

**CPO Costs** means (as the context permits) the Stage 1 Costs, the Stage 2 Costs, the Stage 3 Costs, the Acquisition Costs and the Appropriation Costs but excluding:-

- (a) any matter falling within the definition of Compensation;
- (b) all sums recovered by the Council from third parties;

**Developer** means Grainger Seven Sisters Limited as above (and shall include any other company within the same group of companies as the Developer);

**Development** means demolition of existing buildings and erection of a mixed use development comprising class C3 residential, class A1/A2/A3/A4 uses, with access, parking and associated landscaping and public realm improvements in accordance with the Planning Permission;

**Development Land** means the land edged red on the Site Plan on which the Development is to be carried out;

**Developer's Stage 1 Notice** means the written notice to be served by (or on behalf of) the Developer on the Council pursuant to Clause 5.1 PROVIDED THAT the Developer's Stage 1 Notice shall append a plan identifying (edged in red) the Additional Property;

**Developer's Stage 2 Notice** means the written notice to be served by (or on behalf of) the Developer on the Council pursuant to Clause 6.1;

**Developer's Stage 3 Notice** means the written notice to be served by (or on behalf of) the Developer on the Council pursuant to Clause 12.1;

**Expert** has the meaning given in Clause 18;

**Guarantor** means Northumberland & Durham Property Trust Limited as above;

**GVD** means one or more general vesting declarations made by the Council pursuant to the Confirmed CPO in accordance with this Deed in respect of such of the Additional Property as has not already been Acquired by the Council and/or the Developer;

**LUL** means London Underground Limited;

**Notice of Entry** means a notice of entry complying with Section 11 of the Compulsory Purchase Act 1965 to be served by the Council following service of the Developer's Stage 3 Notice on any person having an interest in respect of which Compensation is or may be payable following the confirmation of the CPO by the Secretary of the State;

**Notice to Treat** means a notice to treat to be served by the Council following service of the Developer's Stage 3 Notice on any person having an interest in respect of which Compensation is or may be payable following the confirmation of the CPO by the Secretary of State;

**Parties** means the parties to this Deed;

**Planning Acts** means every enactment for the time being in force relating to the use, development and occupation of land and buildings;

**Planning Permission** means planning permission for the Development as granted by the Council under reference number HGY/2012/0915;

**Project Board** shall have the same meaning as in the Conditional Development Agreement;

**Public Inquiry** means a public local inquiry or inquiries to be held at the direction of the Secretary of State leading to the confirmation or otherwise of the CPO by the Secretary of State;

**Purchase Notice** means any request howsoever made by the owner of any part of the Additional Property to the Council to purchase their interest in the said part consequent upon a Confirmed CPO;

**Qualifying Certificates** means a certificate as described in Clause 7 of this Deed;

**Reasonable Endeavours** means an obligation on the relevant party to use all its reasonable endeavours but without implying an obligation:

- (a) to expend monies other than on reasonable professional fees or expenses and/or statutory compensation which is properly due; and/or
- (b) to commence or continue legal proceedings;

**Secretary of State** means the Secretary of State for Communities and Local Government or such other minister or authority for the time being having the right to exercise the powers now conferred on the Secretary of State for Communities and Local Government under the Planning Acts;

**Site Assembly Condition** shall have the same meaning as in the Conditional Development Agreement;

**Site Plan** means the plan attached to this Deed;

**Stage 1 Costs** has the meaning given in Part 1 of Schedule 1;

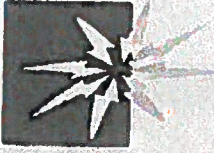
**Stage 2 Costs** has the meaning given in Part 2 of Schedule 1;

**Stage 3 Costs** has the meaning given in Part 2 of Schedule 1;

**VAT** means value added tax and any similar tax substituted for it; and

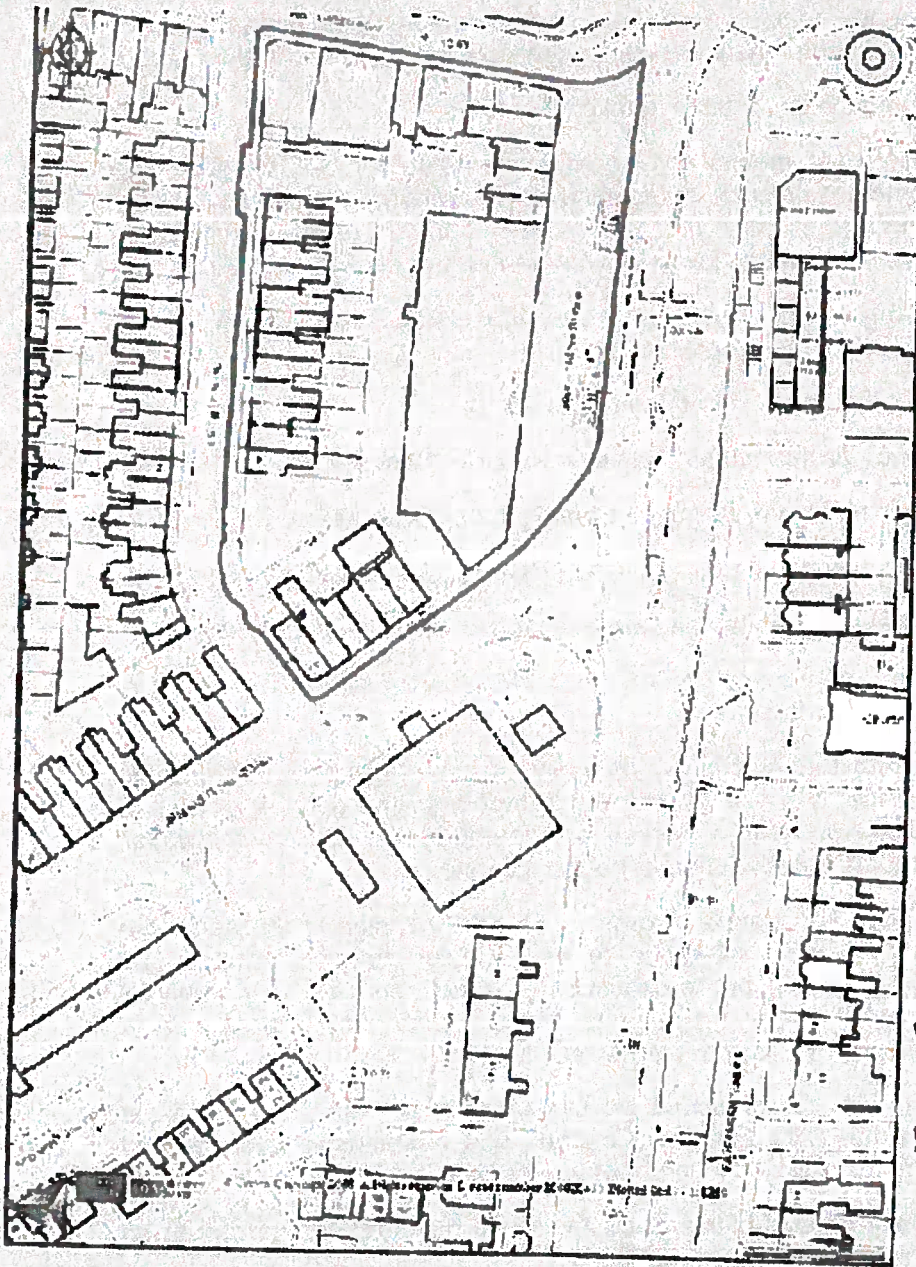
**Working Days** means any day on which UK clearing banks in the City of London are open for business.

- 1.2 Where the context so admits, words importing the singular number include the plural number and vice versa, words importing one gender include all genders and references to a "person" are deemed to include any individual, firm, unincorporated association or body corporate.
- 1.3 Any reference to any statute or order or to any provision of the same are construed as including reference to any circular statutory modification replacement guidance or re-enactment thereof and to any relevant regulations or statutory instruments made under any statute or in connection therewith and from time to time in force.
- 1.4 References to Clauses or Schedules unless otherwise specified mean the Clauses of or the Schedules to this Deed and headings to Clauses and Schedules are disregarded in interpreting this Deed.
- 1.5 The Schedules form part of this Deed and are to be interpreted or construed as though they were set out in this Deed.



Harlingey Council

### WARDS CORNER SITE – Site Boundary for Land Acquisition



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1.6 Where the approval, agreement or expression of satisfaction is required to be given by any Party, it shall be given in writing and shall not be unreasonably withheld or delayed.

1.7 This Deed is entered into by the Council in its capacity as local planning authority for the administrative area of the London Borough of Haringey.

## 2 Powers, Commencement and Termination

2.1 This Deed shall come into force immediately.

2.2 Subject to Clauses 8, 9 and 10 this Deed shall cease to have effect either:

- (a) on termination of the Conditional Development Agreement; or
- (b) if the Developer's Stage 1 Notice is not served within the time limit set out in Clause 5.1; or
- (c) if the Developer's Stage 2 Notice is not served within the time limit set out in Clause 6.1; or
- (d) if the Developer's Stage 3 Notice is not served within the time limit set out in Clause 12.1; or
- (e) if at any time before service of the Developer's Stage 3 Notice, upon service of the Cessation Notice on the Council requesting it to take no further action in relation to or arising from or in connection with the CPO and/or the Acquisition of interests in the Additional Property and/or the Appropriation of any Adverse Interest affecting any part of the Development Land

PROVIDED THAT (in each case):

- (i) the Council shall cease promoting the CPO and/or any Acquisition and/or any Appropriation and shall use all Reasonable Endeavours to withdraw, cancel or otherwise terminate the CPO process as quickly as possible;
- (ii) the Developer shall continue to be liable to pay any CPO Costs and Compensation which have been incurred by the Council or which have fallen due prior to termination or service of the Cessation Notice (as the case may be) and in either case which the Council is reasonably unable to avoid or reduce (having taken all reasonable steps to do so);
- (iii) where the Council has contracted with a replacement developer and/or funder to deliver the Development (or a substantially similar Development on the Development Land which will benefit from the Confirmed CPO) and has or will avoid or reduce such CPO Costs and Compensation the Developer shall not be liable for such costs;
- (iv) the Developer shall have no further liability to pay any CPO Costs and Compensation that are derived from actions carried out by (or on behalf of) the Council after the date of termination or the service of the Cessation Notice (as the case may be) in accordance with this Clause 2.2 other than where such actions relate to any liability which arose prior to such termination

(including any CPO Costs and/or Compensation still outstanding).

2.3 This Deed is entered into pursuant to section 111 of the 1972 Act (being incidental to the Council's statutory powers of compulsory purchase) and all other incidental powers.

**3 Council's Historical Costs**

3.1 The Developer shall on the date of this Deed pay the Council's Historical Costs to the Council.

**4 Site Assembly**

At the specific request of the Developer and in accordance with the Conditional Development Agreement the Council shall enter into legally binding agreements with third parties to Acquire or conditionally Acquire interests in the Additional Property at the cost of and full liability of the Developer PROVIDED THAT such expenditure shall be reimbursed to the Council by the Developer as Compensation when due under this Deed.

**5 CPO – Stage 1**

5.1 The Developer shall be entitled (at its absolute discretion) to serve the Developer's Stage 1 Notice, pursuant to which it requests the Council to comply with the provisions of this Clause 5 within twelve (12) months from the date of this Deed.

5.2 Following receipt of the Developer's Stage 1 Notice the Council shall as soon as reasonably practicable:

(a) take all reasonable and necessary steps to compile the CPO schedule of interests to be Acquired within the Additional Property including investigations and enquiries in relation to such matters using the services of a referencing company;

(b) prepare the following documents in draft:

(i) the notices of the CPO which are required to be served on all relevant owners and other interested parties entitled to receive such notices;

(ii) the CPO;

(iii) the map(s) accompanying the draft notice of the CPO;

(iv) the notice of the CPO to be published in the press; and

(v) the statement of reasons

and submit them to the Developer for approval;

(c) appoint a planning and compensation surveyor with appropriate experience (such appointment to be approved by the Developer) to advise in connection with the CPO and Compensation including (but without limitation) to advise on reports to Members of the Council, procedures relating to the Appropriation of any part of the Additional Property and Blight Notices and who shall be appointed on terms (amongst other things) that:

- (i) subject to Clause 5.2(c)(ii) below, they shall provide a duty of care to the Developer under such terms as the Developer shall approve;
  - (ii) to the extent they are able under their respective professional codes of conduct (particularly regarding conflicts of interest) they shall agree that in the event that they receive contrary instructions from the Council or the Developer and/or a conflict of interest arises between the Council and the Developer in relation to any matters upon which they are providing advice then, unless the Council and the Developer otherwise agree and notify them in writing, they shall immediately cease acting for the Developer in relation to such matters and shall continue acting solely for the Council in relation to such matters unless the Council otherwise agrees;
  - (iii) not appoint any reference company, surveyors, Counsel or other professional advisors pursuant to this Deed unless the terms of their appointment and scope of their services have been approved by the Developer;
  - (d) place the matter of the CPO on the forward plan of the Council in accordance with the Council's constitutional requirements and seek to obtain a resolution of Members of the Council to make the CPO PROVIDED THAT if the resolution is made the Council shall not undertake any steps required pursuant to Clause 6 until a Developer's Stage 2 Notice has been served under Clause 6.1.
- 5.3 Following receipt of the Developer's Stage 1 Notice, the Council covenants with the Developer to:
- (a) keep the Developer fully informed at all times of the progress made in response to the Developer's Stage 1 Notice; and
  - (b) provide copies of all relevant advice, documentation and correspondence to the Developer on reasonable request.
- 5.4 Following service of the Developer's Stage 1 Notice, the Developer shall within 10 days of service of the Developer's Stage 1 Notice submit the Compensation Schedule to the Council for approval.
- 5.5 The Council and the Developer shall jointly review and, if appropriate, agree a variation of the Compensation Schedule (as approved pursuant to Clause 5.4):
- (a) immediately prior to the report recommending the making of the CPO by the Council is submitted for publication; and
  - (b) at any other time in relation to any part of the Additional Property within seven (7) Working Days of a written request from the Developer PROVIDED THAT there shall be no more than one (1) review per month.
- 5.6 The Developer shall:
- (a) pay the Stage 1 Costs to the Council in accordance with Clause 7;

- (b) use Reasonable Endeavours to assist the Council in performing its obligations pursuant to Clause 5.2
- 5.7 Clause 5.6 shall not take effect unless and until the Developer's Stage 1 Notice has been served.
- 6 **CPO – Stage 2**
- 6.1 The Developer shall be entitled (at its absolute discretion) to serve the Developer's Stage 2 Notice, pursuant to which it requests the Council to comply with the provisions of this Clause 6 within six (6) months after Members of the Council have resolved to make the CPO.
- 6.2 Following receipt of the Developer's Stage 2 Notice, the Council shall as soon as reasonably practicable:
  - (a) take all reasonable and necessary steps to enable the CPO to be made in accordance with statutory requirements and the Circular and (following a request in writing from the Developer, but not before) give public notice for the making of the CPO;
  - (b) take all reasonable and necessary steps to enable the carrying out of all procedures relating to service of the notices of the making of the CPO;
  - (c) submit the CPO to the Secretary of State for confirmation and subsequently to take all reasonable and necessary steps to enable confirmation of the CPO;
  - (d) notify the Developer of any objections to the CPO that are received and of any communications with the Secretary of State and/or the Planning Inspectorate;
  - (e) take all reasonable and necessary steps to enable the Public Inquiry (if any) to occur at the earliest possible date;
  - (f) appoint Counsel to present the Council's case for confirmation of the CPO at the Public Inquiry;
  - (g) notify and permit the Developer to attend all relevant conferences with Counsel relating to the CPO;
  - (h) consult fully with the Developer, and have regard to any reasonable representations which are received from the Developer, as to witnesses to appear on behalf of the Council at the Public Inquiry; and
  - (i) negotiate (in consultation with the Developer) with objectors to the CPO with the aim of securing the withdrawal of every objection (to the extent (in relation to Compensation) of the indemnity for Stage 2 Costs and Stage 3 Costs (as the case may be) which the Developer provides under this Deed) including any mediation or alternative dispute resolution procedure agreed by the Developer and to give any undertaking reasonably required by the objectors PROVIDED THAT the terms of such undertaking are agreed by the Developer.
- 6.3 The Developer shall:
  - (a) pay the Stage 2 Costs to the Council in accordance with Clause 7;

- (b) use Reasonable Endeavours to assist the Council in performing its obligations pursuant to Clause 6.2.
- 6.4 Clause 6.3 shall not take effect unless and until the Developer's Stage 2 Notice has been served.
- 7 **Qualifying Certificates and Payment of CPO Costs**
- 7.1 A Qualifying Certificate shall be served by the Council on the Developer and shall not be valid unless it contains the following information and is signed by a duly authorised and suitably qualified officer of the Council:-
- (a) in relation to the first Qualifying Certificate, a figure for those costs incurred under Clauses 8, 9 and 10 and/or the CPO Costs for which payment is sought up to and including the Costs Date;
  - (b) in relation to the second and all subsequent Qualifying Certificates, a figure for the those costs incurred under Clauses 8, 9 and 10 and/or CPO Costs for which payment is sought in the period since the immediately preceding Costs Date;
  - (c) either a description of the work for which the payment is sought or the interest in the Additional Property that is being Acquired (as the case may be);
  - (d) certification that the amount being sought is fair and reasonable in relation to the work undertaken or the interest in the Additional Property being Acquired (as the case may be); and
  - (e) where appropriate, supporting invoices (including VAT invoices).
- 7.2 Qualifying Certificates in relation to Stage 1 Costs, the Stage 2 Costs and the Stage 3 Costs shall be a minimum of one (1) month apart.
- 7.3 The Developer shall pay the CPO Costs specified in each Qualifying Certificate within fifteen (15) Working Days of receipt.
- 7.4 The Developer shall not be liable for any costs which are incurred and are directly attributable to the default, negligence or omission of the Council (including its appointed agents and consultants).
- 7.5 If any CPO Costs are recoverable from any third party the Council will use Reasonable Endeavours to recover them and all sums recovered (if already paid or payable by the Developer) shall be credited against the next Qualifying Certificate or, to the extent they exceed the next Qualifying Certificate, be reimbursed by the Council to the Developer within twenty (20) Working Days of receipt of the said sum by the Council.
- 7.6 The Developer may by notice in writing on the Council seek such further information or explanation as it may reasonably require in order to verify any part of the CPO Costs referred to in a Qualifying Certificate PROVIDED THAT the Council shall respond to any such request within ten (10) Working Days.
- 7.7 Whether or not a Developer's Stage 1 Notice, a Developer's Stage 2 Notice or a Developer's Stage 3 Notice has been served on the Council, the Developer shall pay to the Council all costs properly incurred under Clauses 8 (Purchase Notices), 9 (Appropriation) and 10 (Blight Notices) in accordance with this Clause 7 PROVIDED THAT such costs paid by the

Developer under this Clause are not taken into account in calculating the CPO Costs in respect of the Stage 1 Costs, the Stage 2 Costs or the Stage 3 Costs (as the case may be).

## **8 Purchase Notices**

- 8.1 The Council shall provide to the Developer as soon as reasonably practicable but in any event within five (5) Working Days of receipt any Purchase Notice which it receives together with any relevant supporting correspondence and a statement certifying the rateable value of the relevant property within the rating list as at the date of the Purchase Notice.
- 8.2 The Council shall consult with the Developer regarding an appropriate course of action in relation to the Purchase Notice within ten (10) Working Days of receipt of the Purchase Notice pursuant to Clause 8.1, including its views as to the validity of the Purchase Notice, the grounds upon which any response notice might be served and the amount of Compensation it considers is properly payable.
- 8.3 The Developer shall provide to the Council as soon as reasonably practicable but in any event within fifteen (15) Working Days of receipt of the Purchase Notice pursuant to Clause 8.1 all relevant advice, documentation, correspondence and reports received and issued by it in respect of valuation by it and its agents and negotiations with the person serving the Purchase Notice and his agents.
- 8.4 The Council and the Developer shall keep each other fully informed at all times of the progress made in pursuing any course of action under this Clause 8 and/or any negotiations undertaken, and/or of any substantive communications, with the person serving the Purchase Notice and/or the Secretary of State.
- 8.5 The Council may at its discretion request the Developer's agent to continue its previous negotiations on its behalf.
- 8.6 In relation to any proceedings in the Lands Chamber the Council shall:-
- 8.6.1 consult with the Developer and take into account all reasonable representations made by the Developer as to the progress and conduct of the course of action and in relation to all submissions and any evidence to be submitted to the Lands Chamber;
- 8.6.2 supply to the Developer all relevant advice, documentation, correspondence, and reports received and issued by the Council in respect of the course of action; and
- 8.6.3 appoint Counsel to advise on the conduct of Lands Chamber proceedings and to present the Council's case at the Lands Chamber and to notify the Developer of and invite the attendance of the Developer and its representatives requested by the Developer at all consultations with Counsel and have regard to any reasonable representations made by the Developer and/or its representatives.

## **9 Appropriation**

- 9.1 The Developer shall (at its absolute discretion) be entitled to serve the Appropriation Notice in respect of any Adverse Interest affecting any part of

the Development Land at any time after the Council has Acquired that part of the Development Land.

9.2 Following receipt of the Appropriation Notice, the Council shall take all reasonable and proper steps (without fettering its discretion) to exercise its powers of Appropriation in respect of any Adverse Interest affecting any part of the Development Land (as specified in the Appropriation Notice) which has been transferred to or Acquired by the Council in accordance with the Conditional Development Agreement and where such land is still within the Council ownership where and to the extent applicable and if, following receipt of the Appropriation Notice, the Council passes a resolution to appropriate any such interest:-

(a) those interests burdening the land to which the Appropriation resolution relates shall be deemed overridden following the expiration of any period for commencing proceedings for judicial review or any other proceedings challenging the Appropriation has expired and no proceedings have been initiated in respect of the Appropriation or, if proceedings have been initiated, they have been withdrawn or otherwise settled or determined so as to leave the Appropriation in place; and

(b) any Compensation payable to the beneficiaries of any such interests affected by the Appropriation shall be paid by the Developer PROVIDED THAT the Developer shall within fifteen (15) Working Days of written demand pay to the Council all such Compensation and the proper and reasonable costs and expenses of the Council incurred in complying with the provisions of this Clause 9.

## 10 Blight Notices

10.1 The Council shall provide to the Developer as soon as reasonably practicable but in any event within five (5) Working Days of receipt any Blight Notice which it receives together with any relevant supporting correspondence and a statement certifying the rateable value of the relevant property within the rating list as at the date of the Blight Notice.

10.2 The Council shall consult with the Developer regarding an appropriate course of action in relation to the Blight Notice within ten (10) Working Days including its views as to the validity of the Blight Notice, the grounds upon which any counter-notice might be served and the amount of Compensation it considers is properly payable.

10.3 The Developer shall provide to the Council as soon as reasonably practicable but in any event within fifteen (15) Working Days of receipt of notification that a Blight Notice has been served on the Council all relevant advice, documentation, correspondence and reports received and issued by it in respect of valuation by it and its agents and negotiations with the person serving the Blight Notice and his agents.

10.4 In relation to Blight Notices the Parties agree that:

(a) to the extent that a Blight Notice can properly be objected to the Council will serve a counter-notice pursuant to section 151 of the 1990 Act unless the parties agree otherwise or (in the event of disagreement) Counsel (jointly instructed by the Council and the Developer) advises prior to five (5) Working Days before the expiry of

the timescale to serve a counter-notice required by the 1990 Act that to do so would materially prejudice the prospect of obtaining a Confirmed CPO in respect of the Additional Property as a whole or in respect of that particular property;

- (b) if the Blight Notice takes effect pursuant to section 154(1) of the 1990 Act the Council shall proceed to Acquire the relevant interest pursuant to the powers granted by the 1990 Act;
- (c) the Council shall be responsible for the conduct of negotiations in respect of the amount of Compensation payable following proper acceptance of a Blight Notice in accordance with this Clause 10 using surveyors approved by the Developer and the Council shall use reasonable endeavours to ensure that such surveyors provide a duty of care to the Developer; and
- (d) the Council shall have the conduct of any proceedings resulting from a reference of a counter-notice to the Lands Chamber pursuant to section 153(1) of the 1990 Act.

10.5 The Council and the Developer shall keep each other fully informed at all times of the progress made in pursuing any course of action under this Clause 10 and any negotiations undertaken, and/or of any substantive communications, with the person serving the Blight Notice.

10.6 The Council may at its discretion request the Developer's agent to continue its previous negotiations on its behalf.

10.7 In relation to any proceedings in the Lands Chamber the Council shall:

- (a) consult with the Developer and take into account all reasonable representations made by the Developer as to the progress and conduct of the course of action and in relation to all submissions and any evidence to be submitted to the Lands Chamber;
- (b) supply to the Developer all relevant advice, documentation, correspondence and reports received and issued by the Council in respect of the course of action; and
- (c) appoint Counsel to advise on the conduct of Lands Chamber proceedings and to present the Council's case at the Lands Chamber and to notify the Developer of and invite the attendance of the Developer and its representatives requested by the Developer at all consultations with Counsel or other Counsel and have regard to any reasonable representations made by the Developer and/or its representatives.

## 11 Confirmation of CPO

11.1 If the CPO is confirmed by the Secretary of State the Council shall:-

- (a) supply to the Developer as soon as reasonably practicable after receipt:
  - (i) a copy of the CPO as confirmed together with the accompanying map(s);
  - (ii) a copy of the Secretary of State's decision letter; and



- (iii) a copy of the inspector's report;
  - (b) serve as soon as reasonably practicable a notice of confirmation on all parties entitled to receive such notices and to attend to all other statutory requirements so as to enable the CPO to become effective;
  - (c) update the entry in the local land charges register in respect of the CPO as confirmed;
  - (d) supply to the Developer a copy of its notice of confirmation of the CPO (as defined by section 15 of the Acquisition of Land Act 1981);
  - (e) keep the Developer informed at all times as to the progress made in the making and implementation of the CPO;
  - (f) consult with the Developer whenever reasonably required to do so by the Developer and to take into account any representations made by the Developer as to the progress and conduct of the promotion and pursuance of the implementation of the CPO; and
  - (g) notify the Developer and, permit the Developer to attend, all relevant conferences with Counsel which relate to the CPO and/or are relevant to the Developer's interests under this Deed.
- 11.2 In the event that the Secretary of State confirms the CPO with modifications the Developer shall as soon as reasonably practicable (and in any event within twenty (20) Working Days) notify the Council in writing whether (acting reasonably) it is satisfied that such Confirmed CPO is an Acceptable CPO.
- 11.3 If the Secretary of State declines to confirm the CPO or confirms the CPO with modifications and the Developer has either notified the Council that it is not satisfied that the Confirmed CPO is an Acceptable CPO or has made no such notification within the period of twenty (20) Working Days as provided in Clause 11.2 the Council and the Developer shall as soon as reasonably practicable consult with one another as to the appropriate manner in which to respond to such decision in order to facilitate the implementation of the Development.
- 11.4 Subject at all times to Clause 2.2, if either Party wishes to investigate the merits of the Council challenging the Secretary of State's decision on the CPO they shall as soon as reasonably practicable (having regard to any relevant time limit) jointly instruct Counsel (at the Developer's cost) by way of instructions prepared by the Council's solicitors, in consultation with the Developer, for an opinion:
- (a) on the merits of such action; and
  - (b) as to the manner in which such challenge should be mounted.
- 11.5 Following receipt of Counsel's advice on the chance of a successful challenge to the Secretary of State's decision on the CPO the Council and the Developer shall seek to agree whether or not to pursue such a challenge and: (i) if the parties agree that a challenge should be made; or (ii) if Counsel advises that the prospects of a successful challenge are fifty percent (50%) or greater, in each case the Council shall:

- (a) pursue the challenge expeditiously taking all necessary procedural steps;
- (b) consult the Developer on and take into account the Developer's reasonable representations in relation to the appointment of Counsel and witnesses in connection with the challenge;
- (c) keep the Developer informed of progress of the challenge and provide a copy to the Developer of all documents received and prepared by the Council in connection with the challenge and to invite the Developer to attend all consultations with Counsel and any other meetings held in respect of such challenge; and
- (d) take into account the reasonable representations of the Developer in connection with the progress and conduct of the challenge.

11.6 In the event of a legal challenge by a third party to the confirmation of the CPO or any decision, act or omission in respect of the CPO the Council shall as soon as reasonably practicable notify the Developer of any such challenge and the Council and the Developer shall as soon as reasonably practicable (having regard to any relevant time limit) jointly instruct Counsel (at the Developer's cost unless the challenge is successful on the ground of an alleged act or omission by the Council) by way of instructions prepared by the Council and approved by the Developer for an opinion on the merits of resisting such a third party challenge.

11.7 Following receipt of Counsel's advice on the chance of successfully contesting a third party challenge the Council and the Developer shall seek to agree whether or not such a third party challenge should be contested and: (i) if the parties agree it should be contested; or (ii) if Counsel advises that the prospects of successfully contesting a third party challenge are fifty percent (50%) or greater, the Council shall:

- (a) take all necessary procedural steps to contest the third party challenge expeditiously;
- (b) consult the Developer on the appointment of Counsel and witnesses in connection with the third party challenge;
- (c) keep the Developer informed of progress of the third party challenge and provide a copy to the Developer of all documents received and prepared by the Council in connection with the third party challenge and to invite the Developer to attend all consultations with Counsel and all other meetings held in respect of such challenge; and
- (d) take account of the reasonable representations of the Developer in connection with the progress and conduct of the third party challenge.

## 12 CPO – Stage 3

12.1 The Developer shall be entitled (at its absolute discretion) to serve the Developer's Stage 3 Notice at any time between the date of publication of notice of confirmation of the CPO and the date which is thirty (30) months after publication of the said notice.

12.2 The Council shall not make any GVD or serve any Notices to Treat and/or Notices of Entry (as the case may be) pursuant to the Confirmed CPO until it has received the Developer's Stage 3 Notice. As soon as reasonably

practicable following receipt of the Developer's Stage 3 Notice the Council will exercise its compulsory powers arising pursuant to the Confirmed CPO and proceed to Acquire interests referred to in the confirmed CPO and secure vacant possession by the date (and by the means) agreed with the Developer PROVIDED THAT the Site Assembly Condition shall (in respect of all such interests) be satisfied upon the issue of the GVD and/or the exercise of a Notice to Treat and a Notice of Entry in respect of all such interests where such GVD has been advertised and is no longer open to legal challenge.

- 12.3 As soon as reasonably practicable after the Council has Acquired the interest, the Council shall transfer (at the Developer's written request) all parts of the Additional Property which have been Acquired under the CPO (excluding the Council Land which the Council shall transfer in accordance with the terms of the Call Option Agreement) to the Developer at nil consideration unless clause 2.6(b) of the Conditional Development Agreement applies.
- 12.4 The Developer shall:
- (a) pay the Stage 3 Costs to the Council in accordance with Clause 7;
  - and
  - (b) use Reasonable Endeavours to assist the Council in performing its obligations pursuant to Clause 12.2.
- 12.5 Clause 12.4 shall not take effect unless and until the Developer's Stage 3 Notice has been served.
- 13 **Compensation**
- 13.1 The Developer (on behalf of the Council and in fulfillment of the Council's statutory obligations) shall have the conduct of negotiations for settlement of Compensation and shall use reasonable endeavours to conclude negotiations with all due expedition in accordance with the Compulsory Purchase Compensation Code.
- 13.2 The Developer shall pay to the Council the amount of any Compensation which is due to be paid by the Council, such payment to be paid within twenty (20) Working Days after written demand.
- 13.3 If any claim for Compensation is referred to the Lands Chamber the Developer shall provide a copy of all relevant files and papers to the Council in respect of ongoing negotiations for the settlement of Compensation.
- 13.4 The Council shall if requested by the Developer refer any Compensation claim to the Lands Chamber if it has not been settled or previously referred to the Lands Chamber within twelve (12) months of entry having been taken pursuant to the Confirmed CPO but in any event the Council and the Developer shall review the progress of negotiations in respect of each claim with a view to referring claims to the Lands Chamber where Compensation cannot reasonably be agreed.
- 13.5 The Council shall not voluntarily settle any claim at a sum in excess of ten percent (10%) above the Approved Expenditure without the prior written approval of the Developer.

- 13.6 In relation to any proceedings in the Lands Chamber the Council shall:
- (a) keep the Developer fully informed at all times in a manner agreed by the parties of progress;
  - (b) consult and co-operate with the Developer and take into account all representations made by the Developer as to the progress and conduct of the proceedings and in relation to all submissions and any evidence to be submitted to the Lands Chamber;
  - (c) supply to the Developer all relevant advice, documentation, correspondence and reports received and issued by the Council in respect of the proceedings; and
  - (d) appoint Counsel to present the Council's case at the Lands Chamber and to notify the Developer of and invite the attendance of the Developer at all consultations with Counsel and all other meetings and pay due regard to the reasonable representations made by the Developer and/or its representatives.

13.7 Without prejudice to the remainder of this Clause 13, if the Council receives any application for an Advance Payment:

- (a) the Council will promptly notify the Developer of that application and provide the Developer with a copy of the application;
- (b) not later than 2 (two) months after receipt the Council will notify the Developer of the amount which it proposes to pay by way of Advance Payment;
- (c) the Council will consult with the Developer and take into account all representations made by the Developer as to the amount the Council proposes to pay; and
- (d) in accordance with Section 52 of the Land Compensation Act 1973, the Council shall not pay an amount in excess of ninety percent (90%) of the estimated compensation without the prior approval of the Developer.

#### 14 Request for Confirmation

At any stage the Developer may seek formal confirmation from the Council that the Developer's obligations under this Deed have been fully satisfied to which request the Council shall respond as soon as reasonably practicable stating either that the obligations have been satisfied or specifying the outstanding obligations.

#### 15 Notices

15.1 A notice to be served under or pursuant to this Deed shall be validly served if (and only if) the provisions hereinafter contained are complied with in respect of such notice or alternatively the Party to whom such notice is addressed or its authorised agent acknowledges receipt in writing.

15.2 Any notice to be served under or pursuant to this Deed may be served in any of the following manners:

- (a) by personal delivery (in which case service shall be deemed to have been effected at the time of delivery); or

(b) by prepaid first class special delivery post from any address in the United Kingdom (in which case service shall be deemed to have been effected at the expiration of forty-eight hours from the time of posting).

- 15.3 In proving service of any notice to be served under or pursuant to this Deed it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authorities as a prepaid first class recorded delivery or registered delivery.
- 15.4 If the Party to whom any notice to be served under or pursuant to this Deed shall consist of more than one person the service upon one of such persons shall be service upon all of them.
- 15.5 The address to which there shall be sent or delivered any notice to be served upon any Party to this Deed under or pursuant to this Deed shall be the address or registered office of such Party as stated at the commencement of this Deed or as otherwise notified either to the Party serving the notice (or on whose behalf the notice is served) the notification to have been given by notice in writing served in accordance with the provisions of this Clause 15 prior to the service of the notice first referred to in this Clause 15.
- 15.6 Any notice required to be served or which may be served by a party to this Deed may be given on that Party's behalf by that Party's solicitors.
- 15.7 Where any notice is to be served upon the Council under or pursuant to this Deed such notice shall be marked "For the Urgent Attention of the Assistant Director of Corporate Governance" with a copy to the Head of Property Services, or in each case such other person as shall have been notified as the person to whose attention any such notice should be drawn.
- 15.8 This Clause 15 shall in addition to the service of notices also apply (mutatis mutandis) to the delivery of documents.

## 16 Freedom of Information

The Developer shall use Reasonable Endeavours to assist the Council in its compliance with obligations imposed on the Council by the Freedom of Information Act 2000 ("FOIA") the Environmental Information Regulations 2004 and all subordinate legislation and which may also include any binding guidance and codes of practice which may be published from time to time by the Information Commissioner's Office in accordance with any such legislation (all of which shall together be referred to as the "Rules") to the extent that such obligations relate to information held by the Developer on behalf of the Council or otherwise in connection with this Deed or the Development. For the avoidance of doubt, this includes but is not limited to the obligations on the Developer at the Developer's reasonable expense to use Reasonable Endeavours to:

- (a) promptly following written request by the Council to provide the Council with any information held by it (and not by the Council itself) as necessary in order to allow the Council to comply with valid requests for information received from any person or body pursuant to the Rules and which are not subject to any of the exemptions as set out in the Rules; and

- (b) inform the Council of any classes of information relating to the Development in its possession which it holds on behalf of the Council which does not appear on the Council's publication scheme.

16.2 The Developer shall not knowingly act or omit to act (but excluding any acts or omissions to act requested by the Council) in such a way as to prevent the Council from complying with its obligations under the Rules.

16.3 Where:

- (a) a valid request for information under the Rules has been received by the Council; and
- (b) responding to such a request (which for the avoidance of doubt includes confirming or denying that the information is held by the Council) would involve the disclosure of information about or relating to the Developer, the Development and/or this Deed

then the Council shall consult with the Developer before confirming or denying that such information is held and/or disclosing the information in order for the parties to agree (each acting reasonably) whether any exemptions under the Rules or any other applicable Enactment may apply to prevent the confirmation or denial and/or the disclosure of such information.

16.4 Where the Developer does not agree to such confirmation or denial and/or disclosure pursuant to Clause 16.3 the Council shall consider any representations made to it by the Developer and shall inform the Developer what information it intends to confirm or deny and/or disclose to the person making the request.

## 17 **Contracts (Rights of Third Parties) Act 1999**

Each Party confirms that no term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

## 18 **Disputes**

18.1 Where there is any dispute or difference between the Parties concerning this Deed (save for any matter concerning the construction or interpretation of this Deed) the Parties covenant with each other that they shall each use Reasonable Endeavours to settle such dispute by reference to mediation or alternative dispute resolution procedure (upon terms agreed by the Parties) PROVIDED THAT if the Parties are unable to reach such agreement within twenty one (21) Working Days of the dispute having arisen, such dispute shall instead be determined by an independent person who has been professionally qualified in respect of the subject matter of the dispute or difference for not less than ten (10) years and who is a specialist in relation to such subject matter and such independent person shall be referred to in this Deed as 'the Expert'.

18.2 The Expert shall be agreed between the Parties or failing such agreement be nominated in the case of:

- (a) any dispute relating to the Development shall be determined by a surveyor who if the Parties fail to agree shall be appointed by the

president or vice-president or other duly authorised officer of the Royal Institution of Chartered Surveyors;

- (b) any dispute relating to planning or compulsory purchase issues by Counsel who if the Parties fail to agree shall be chosen by the president of the Law Society;
- (c) in any such case on the application of any Party at any time.

**18.3 The Expert shall:**

- (a) act as expert and not as an arbitrator and his decision shall be final and binding upon the Parties (other than in the case of manifest and material error); and
- (b) consider (inter alia) any written representations on behalf of either Party (if made within seven (7) Working Days of receipt of notification of the Expert) and counter-representations but shall not be bound them.

**18.4** The Parties shall use Reasonable Endeavours to procure that the Expert gives his decision as speedily as possible but in any event within twenty (20) Working Days of his appointment.

**18.5** The costs of appointing the Expert and his costs and disbursements in connection with his duties under this Deed shall be shared between the Parties in such proportions as the Expert shall determine or in the absence of such determination equally between them.

**18.6** If the Expert becomes unable or unwilling to act then the procedure hereinbefore contained for appointment of an Expert shall be repeated as often as necessary.

**19 Reference to Counsel**

**19.1** This Clause 19 shall apply where any dispute or difference of opinion is required under this Deed to be referred to Counsel for his opinion.

**19.2** The instructions to Counsel shall be joint instructions, agreed between the Parties and fairly setting out the differing views of the Parties so that Counsel can give his opinion in the knowledge of those differing views. If the joint instructions cannot be agreed between the Parties each Party shall be entitled to send a separate instruction putting its own view.

**19.3** The costs of the reference to Counsel will be shared equally between the Parties.

**19.4** If any Party pays the whole or part of Counsel's fees the other Party will upon demand repay to the paying Party that Party's share of any fees so paid PROVIDED THAT if a party sends separate instructions to Counsel that Party shall pay the costs of such instructions.

**20 Alienation**

**20.1** Any Party taking an assignment of the Conditional Development Agreement shall also take an assignment of this Deed in such form as the Council shall reasonably require.

20.2 If a deed of covenant is given by an Approved Assignee under clause 14.6 of the Conditional Development Agreement, then neither the Developer nor the Guarantor shall have any further liability under this Deed save in relation to accrued claims.

21 **Jurisdiction**

The provisions of this Deed shall be governed by English Law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.

22 **Priorities**

If there is any conflict between any provision of this Deed and the Site Assembly Condition, then this Deed prevails.

23 **Consents and Approvals**

23.1 Where any consent, approval or expression of satisfaction is required to be given under this Deed, then the following provisions shall apply:

- (a) the consent shall not be unreasonably withheld or delayed;
- (b) the Party seeking consent ('Applicant') shall seek the relevant consent by an application either orally at the Project Board or to the respective representative in writing addressed to the Party whose consent is required ('Consentor') setting out the consent sought, details of the clause within this Deed under which it is requested, given full reasons and making specific reference to the fact that the request for consent is subject to the provisions of this Clause and a failure to respond to the request for consent will mean that the consent will, in the circumstances, set out at Clause 23.1(f) be deemed to have been given;
- (c) the Applicant providing, with the application, such supporting information as is reasonably necessary for the Consentor to properly consider the application;
- (d) the Consentor shall give a written response to an application for such consent or approval or expression of satisfaction within a period of ten (10) Working Days following the later of receipt of the application and (where such request is made under Clause 23.1(c)) such other information as is referred to at Clause 23.1(c) or where a different time period is specified in this Deed then within that time period ('the Applicable Period');
- (e) the response referred to in Clause 23.1(d) will either be:
  - (i) that the consent or approval requested is given with or without conditions; or
  - (ii) where reasonable and proper, a request for further or omitted information will be made; or
  - (iii) the refusal of such consent or approval accompanied by reasonable and proper written reasons;
- (f) if the Consentor fails within the Applicable Period to provide any of the responses set out in Clause 23.1(e) then, and in such circumstances, the consent or approval applied for shall be deemed for the purposes



of this Deed to have been given (where any such further information is provided then the provisions of this Clause shall apply mutatis mutandis with effect from the date of provision);

- (g) any dispute between the Parties as to whether the application is properly made in accordance with this Clause, or the consent or approval has been or should have been deemed to have been given in accordance with the provisions of the sub-clause, shall be referred by either Party for determination under Clause 18;
- (h) the provisions of this Clause 23.1 shall not apply in relation to any statutory function or authority of the Council.

## **24 Indemnity**

**24.1** In relation to indemnities given to the Council by the Developer or the Guarantor under the terms of this Deed:

- (a) it does not extend to any consequential loss caused as a result of any physical damage sustained, indirect loss or loss of profits;
- (b) the Council may take all reasonable steps at the Developer's reasonable request and cost to mitigate any losses which might result in a claim for indemnification being made PROVIDED THAT if the Council chooses not to mitigate its losses in accordance with the Developer's reasonable request, the Developer will only be liable for such losses and/or costs that the Council would have incurred had the Council so mitigated its loss;
- (c) the Council shall as soon as reasonably practicable give notice in writing to the Developer of any claims brought against the Council which may cause the Developer to be liable;
- (d) the Council shall not (unless and to the extent that such actions would be unlawful) admit liability, settle or adjust or compromise any such claim without the written consent of the Developer; and
- (e) at the written request and cost of the Developer, the Council shall give to the Developer all such assistance as the Developer may reasonably require (and it is proper for the Council to give) for the purposes of defending, settling, comprising or otherwise dealing with such claims.

## **25 VAT**

All sums payable or deemed to have been paid or payable under this Agreement which may be subject to VAT are tax exclusive sums and VAT is payable in addition to each sums.

## **26 Interest**

All sums payable pursuant to this Agreement which are not paid on the due date for payment shall bear interest at the rate of two percent (2%) per annum above the base rate from time to time of Barclays Bank PLC (except where expressed to the contrary in this Deed) from the day on which payment was due until the date of actual payment.

**27 Fetter**

Nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its statutory functions, rights, powers, duties or obligations.

**28 Guarantee**

The Guarantor guarantees to the Council that the Developer will comply with the terms of this Deed and that the guarantee provided in the Conditional Development Agreement shall extend to the Developer's obligations in this Deed.

## **Schedule 1 : Part 1 : Stage 1 Costs**

The Stage 1 Costs shall comprise all (internal and external) costs and expenses (including fees, disbursements and VAT to the extent that VAT is not recoverable) reasonably and properly incurred by the Council as local planning authority in carrying out its obligations under and arising from this Deed in relation to (but not necessarily limited to):

- 1 The preparation and procedural requirements relating to the making of a draft of the CPO.
- 2 Compiling the CPO schedule of interests (including Adverse Interests) to be Acquired in the Additional Property including reasonable and necessary investigations and enquiries.
- 3 The preparation in draft of all appropriate notices, documents and reports as required by law in relation to the making of the CPO.

## **Schedule 1 : Part 2: Stage 2 Costs and Stage 3 Costs**

The Stage 2 Costs and the Stage 3 Costs (as the case may be) shall comprise all (internal and external) costs and expenses (including fees, disbursements and VAT to the extent that VAT is not recoverable) reasonably and properly incurred by the Council as local planning authority in carrying out its obligations under and arising from this Deed in relation to:

- 1 The preparation and procedural requirements relating to the making of the CPO.
- 2 The service of notices in relation to the making of the CPO on all relevant owners and other interested parties who are entitled to receive such notices or are reasonably served with a notice by the Council acting prudently and/or in accordance with Government guidance.
- 3 The publication of all appropriate notices in the press as required by law in relation to the making of the CPO.
- 4 Submission of the CPO to the Secretary of State.
- 5 All costs fees and expenses arising out of the making of the CPO and in advance of any Public Inquiry.
- 6 All costs fees and expenses relating to any Public Inquiry including the Counsel's fees of the Council, the Council's external professional fees (including legal fees) and the fees and expenses of all expert witnesses retained by the Council in relation to the Public Inquiry.
- 7 All costs, fees and expenses relating to confirmation of the CPO and/or the making of a GVD and/or the issue of Notices to Treat and Notices of Entry and/or any preparatory steps prior to any of them.
- 8 All costs, fees and expenses which the Council is obliged to pay to any Party during the course of, or as a result of, any proceedings relating to the CPO and/or its implementation (including any costs, fees or expenses awarded by the High Court in any proceedings for judicial review) and/or in relation to any Blight Notice.
- 9 All costs, fees and expenses reasonably and properly incurred by the Council (including the payment of costs of any other Party) as a result of taking or defending any action in any Court arising out of the CPO and/or any Blight Notice and/or Purchase Notice and/or any proceedings relating either to the CPO or any Blight Notice or any Purchase Notice.
- 10 All costs reasonably and properly incurred by the Council as a result of taking or defending any action before the Lands Chamber arising out of the CPO and/or any Blight Notice and/or any Purchase Notice (including any costs awarded to any other party by the Lands Chamber).
- 11 All costs, fees and expenses reasonably and properly incurred in pursuing and defending any application for judicial review in respect of the CPO and/or any Blight Notice and/or any Purchase Notice and/or any application pursuant to Section 23 of the Land Acquisition Act 1981 and/or any Court proceedings in respect of a Blight Notice or a Purchase Notice.
- 12 All irrecoverable value added tax or other tax or duty which the Council shall be required to pay in connection with any of the above sums provided that

the Council shall take all reasonable steps so as to minimise any such amounts.

- 13 All costs reasonably and properly incurred by the Council in pursuing any form of alternative dispute resolution procedure in order to resolve any dispute as to Compensation including the payment of costs of any other Party to such proceedings.

## **Schedule 1 : Part 3: Acquisition Costs**

The Acquisition Costs shall comprise:

- 1 Stamp duty land tax, VAT and Land Registry fees arising out of the Acquisition of any interest (including Adverse Interests) referred to in this Deed and the vesting of such interest in the Council and/or the Developer.
- 2 All (internal and external) legal valuers and other professional fees and expenses which are reasonably and properly incurred by the Council in connection with the Acquisition of any part of the Additional Property and/or transfer of title in connection with the CPO and the vesting of any such Additional Property in the Council and/or the Developer.

## **Schedule 1 : Part 4 : Compensation**

- 1 Compensation means any monies properly payable to a claimant by the Council under the Compulsory Purchase Compensation Code as a result of the making of the CPO including without limitation:**
- 1.1 Any costs fees or expenses incurred in connection with any claim for Compensation which the Council is obliged to pay to any claimant or objector in the course of or as a result of any proceedings relating to the CPO and its implementation (including any costs fees or expenses awarded by the High Court in any application pursuant to section 23 of the Acquisition of Land Act 1981 or in any application for judicial review).**
- 1.2 Compensation for the Acquisition of Additional Property including the value of the land or rights, compensation for severance from other land, injurious affection to other land, extinguishment of any rights, disturbance and other matters not directly based on the value of land.**
- 1.3 Compensation and costs and fees incurred in the acquisition of any other land which is acquired by the Council following the service of a notice served pursuant to section 8 of the Compulsory Purchase Act 1965 or section 8 of and Schedule 1 to the Compulsory Purchase (Vesting Declarations) Act 1981 including the value of the land or rights, compensation for severance from other land, injurious affection to other land, disturbance and other matters not directly based on the value of land.**
- 1.4 Any Advance Payments made by the Council.**
- 1.5 Basic and home loss payments payable to the relevant owner occupier or other person with a relevant qualifying interest.**
- 1.6 Disturbance payments made pursuant to section 37 of the Land Compensation Act 1973.**
- 1.7 Compensation pursuant to section 20 of the Compulsory Purchase Act 1965 and/or section 23 of the Land Compensation Act 1961.**
- 1.8 Any statutory interest payable in connection with any Compensation.**
- 1.9 Any irrecoverable value added tax or other tax or duty which the Council shall be required to pay in connection with any of the above sums PROVIDED THAT the Council shall take reasonable steps as are available to it to minimise any such amounts.**

## **Schedule 1 : Part 5: Appropriation Costs**

The Appropriation Costs shall comprise all (internal and external) proper costs reasonably and properly incurred by the Council in obtaining and implementing a resolution by Members for the exercise of Appropriation Powers (at the request of the Developer) in respect of any part of the Development Land (including any adverse interest) including (without limitation) proper and reasonable legal costs.