

**LEE VALLEY WHITE WATER CENTRE
– UNILATERAL UNDERTAKING**

Presented by the Head of Planning and Strategic Partnerships

EXECUTIVE SUMMARY

This report seeks Member approval for the giving of a Unilateral Undertaking in respect of a planning application for additional temporary offices at Lee Valley White Water Centre. On completion it will form part of the planning permission issued with the decision letter for additional offices at the Centre. The undertaking is included in Appendix A to this report. This report seeks Member approval to sign the Unilateral Undertaking.

RECOMMENDATIONS

- Members Approve:
- (1) giving the Unilateral Undertaking; and
 - (2) subject to (1) above the signing and sealing of the Unilateral Undertaking in accordance with Standing Orders.

BACKGROUND

- 1 There have been a number of planning permissions granted for various developments at Lee Valley White Water Centre (LVWWC) as the operational requirements of the venue have developed beyond those anticipated since the London 2012 Games. These have included an extended compound for British Canoeing at the north of the site, the Beach & Play Park attraction and the Christmas Market event.
- 2 In 2015 permission was granted on appeal for a storage unit required to house equipment used by the London Fire and Civil Defence Authority (LFCDA) who regularly use the site as a training venue. The container would have occupied land just north of Marshgate Cottage at the south end of the site. However the permission has not been implemented as the LFCDA have indicated it is not required.
- 3 In 2017 two applications for planning permission were submitted to the Local Planning Authority (LPA) for additional temporary offices at LVWWC. The first

was required to accommodate additional staff now working at the Centre due to its continued growth. This was granted permission on 31 July 2017 and the 4no.cabins have been located on the south side of the main venue building.

- 4 A further application was submitted in November 2017 for additional temporary office accommodation required to replace space to be lost through extension of the kitchen. This extension is required to meet visitor demand following the popularity of the venue and its café, and this follows extensive refurbishment of the café and bar area. The additional temporary office cabin is proposed for a site adjacent to the existing temporary office cabins. During negotiations the LPA expressed reservations over the extent of new development across the whole venue which they consider is inappropriate for a site within the Green Belt. To avoid a refusal of permission officers from the Authority suggested some minor changes to the proposed scheme and furthermore that the extant permission for the LFCDA storage unit will not be implemented. This would overcome the concerns which the LPA have on clutter across the whole site. To give effect to this suggestion a Unilateral Undertaking is required.

FORM OF LEGAL AGREEMENT

- 5 The undertaking will form part of the planning permission for the additional offices. Completion will be made under seal in line with Standing Orders.

ENVIRONMENTAL IMPLICATIONS

- 6 There are no environmental implications arising directly from the recommendations in this report.

FINANCIAL IMPLICATIONS

- 7 The Authority has had to fund the cost of £175.00 to cover the Council's legal fees involved in the drafting of the undertaking.

HUMAN RESOURCE IMPLICATIONS

- 8 There are no human resource implications arising directly from the recommendations in this report.

LEGAL IMPLICATIONS

- 9 The undertaking will sit as a charge on the land until the expiry of the permission for the storage unit.

RISK MANAGEMENT IMPLICATIONS

- 10 There are no risk management implications arising directly from the recommendations in this report.

EQUALITY IMPLICATIONS

- 11 There are no equality implications arising directly from the recommendations in this report.

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BACKGROUND REPORTS

Application Papers

APPENDIX ATTACHED

Appendix A Draft Unilateral Agreement

LIST OF ABBREVIATIONS

LVWWC	Lee Valley White Water Centre
LFCDA	London Fire and Civil Defence Authority
LPA	Local Planning Authority

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Dated

2018

Lee Valley Regional Park Authority

UNILATERAL UNDERTAKING

PURSUANT TO SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

**Re: Land at Lee Valley White Water Centre, Station Road, Waltham Cross,
Hertfordshire EN9 1AB**

"the Planning Permission" The permission to be granted by way of approval of
the Application

- (2) Where the context so admits:-
 - (a) words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa and words denoting actual persons including companies, corporations and firms and all such words shall be construed interchangeable in that manner
 - (b) the reference to any statute or section of a statute includes any statutory re-enactment or modification
 - (c) any reference to a clause or a schedule is unless the context otherwise states a reference to a clause or a schedule of this Agreement and any reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears
 - (d) Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
 - (e) Reference to any party to this Unilateral Undertaking shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to it functions as local planning authority

WHEREAS:-

- (1) The Council is the Local Planning Authority for the purposes of the Act for the area which includes the Land

- (2) The Owner is the registered proprietor of the Land which forms part of the land which is registered at HM Land Registry under Title Number EX433893
- (3) The Owner has submitted to the Council the Application seeking planning permission for the Development

NOW THIS DEED WITNESSETH as follows:-

1. **THIS DEED** is executed pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and all other enabling powers and the obligation contained in this Deed shall be enforceable against the Owner and his successors in title and any person claiming through or under the Owner to the Land or any part of the Land as if that person had also been an original party for the interest held by him PROVIDED THAT the Owner and his successors in title and any person deriving title under him shall not be liable for any breach of this covenant occurring after he shall have parted with his interest in the Land but without prejudice to liability for any breach subsisting prior to parting with such interest
2. The Council shall be responsible for enforcing the obligation contained in this Deed.
3. With the exception of clauses 6 and 7 this Deed shall not come into effect until the date of grant of the Planning Permission.
4. On implementation of the Planning Permission the Owner agrees not at any time to implement the planning permission for a storage container in the south-eastern part of the site bearing the Local Authority reference number 07/14/0638/F granted on appeal with reference number APP/W1905/W/15/300174 on 8 July 2015

5. The Owner shall notify the Council within 14 days of implementation of the planning permission that implementation has taken place
6. On execution of this Deed the Owner agrees to pay the Council's legal costs in connection with the execution of this deed and the duplicate in the sum of **ONE HUNDRED AND SEVENTY FIVE POUNDS (£175.00)**
7. If any monies payable to the Council under this Deed are not paid then interest shall accrue at the rate of 3% over the base rate for the time being of The Co-operative Bank from the date payment became due and any monies or expenses incurred by the Council for which the Owner is liable may be recovered by the Council as provided by Section 291 of the Public Health Act 1936 and in particular such monies expenses and interest shall until recovered be a charge on the Land and on all estates and interests in it
8. In the event of a Planning Challenge by any person other than the Owner the provisions of this Deed shall be suspended and all works associated with the Development shall cease immediately and no further works shall be undertaken until the final determination of the Planning Challenge and where the Planning Permission is quashed on the final determination this Deed shall have no further force and effect and the Owner shall reinstate the Land to a condition acceptable to the Council
9. The Owner makes application to the appropriate Registrar of Local Land Charges for registration of this Deed pursuant to the provisions of the Local Land Charges Act 1975.
10. When the provisions of this Deed have been satisfied the Owner shall be entitled to make application to the Council for a certificate that the provisions of this Deed have been satisfied and upon the Council being satisfied it shall

issue a certificate and shall remove this Deed from the register of the Local Land Charges

11. If the Planning Permission granted pursuant to the Application shall expire before Implementation or shall at any time be revoked then this Deed shall be determined and shall have no further effect insofar only as it has not already been complied with
12. The Owner acknowledges and declares that:-
 - (a) this Deed does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.
 - (b) The Owner has the sole proprietary interest in the Land and that there are no third party interests which would require any other party to give this Unilateral Undertaking
 - (c) Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Planning Permission or as restricting the exercise by the council of any power or function exercisable under the Act
 - (d) The Owner will give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with a plan of the area of the Land so transferred

EXECUTED and DELIVERED as a Deed on the date of this document

EXECUTED by affixing the COMMON SEAL of LEE VALLEY REGIONAL PARK

AUTHORITY in the presence of:

.....

Chairman/Vice-Chairman

.....

Authorised Signatory

.....

Name of Authorised Signatory



Site Fenceline

Lee Valley White Water Centre

1:2500 @ A4
16.03.18

Produced by: Corporate GIS (AAB)
T:\User Specific Files\Departmental Maps\Planning\LVWW\GIS\Site Fence 2018 (AB) 160318-PT

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