



The Enfield Society

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Strategic Property Services
London Borough of Enfield
Civic Centre
Silver Street
Enfield EN1 3XA

13 January 2023

Land at Whitewebbs

We refer to your formal notice given under Section 123(2A) Local Government Act 1972 in relation to the above land (the Property).

You have given notice of the Council's intention to grant a lease of the Property (the Lease) to Tottenham Hotspur Limited or one of its subsidiaries (THL), but have not, so far as we are aware, provided details of the terms of the Lease. This is unsatisfactory: it is intended that the public will continue to have access to and use of a large part of the Property and it is obviously not possible to judge the acceptability of the Lease in this context without knowing its terms.

We are also aware that other local groups have been advised by counsel that the use of the Property is restricted by other legislation. We believe that as the custodians of the Property on behalf of the residents of the Borough you need to satisfy the community that you have the legal right to enter into the Lease.

While reserving our position on the above issues, we have the following objections to the Lease:

1 We object to the granting of a lease of the woodland along the western edge of the proposed leased area (edged green on the attached plan). In our view this woodland (the Woodland) should be managed as a whole with the adjacent woodland which the Council proposes to retain, and a division of ownership, and therefore management, makes no sense. In addition the lake at the northern end of the woodland is laid out in the manner of a public park, and should remain in public ownership.

2 We object to the lease of the remaining parts of the Property except to the extent that the Lease incorporates terms to the following effect:

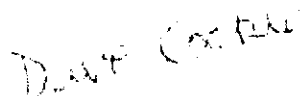
- The part of the Property to be enclosed for the Women's Academy will be strictly as shown in the THL's "indicative" proposal.
- The remainder of the Property will not be fenced except where there is existing fencing, and will be accessible to the public and "free to roam" at any reasonable time. Access will be available at all points where this is currently the case.
- The part of the former golf course not enclosed for the Academy will be maintained as open grassland in the style of a country estate. The Woodland will (if, contrary to our previous objection, it is to be included in the Lease) be managed as a whole with the woodland which is to be retained by the Council, with the objective of protecting and enhancing the whole as a biodiverse woodland environment.

- Without prejudice to the general public right to roam, the Council and THL will cooperate to have the existing roads and paths across the Property designated as rights of way.
- The present car parks will be retained and will remain free to use.
- THL will maintain a refreshment facility open to the public and of at least the standard of the present facility.
- The part of the land used for the Academy will be landscaped, and any fencing designed, in a way which maintains an "open country" feel.
- THL will be required to take good care, in consultation with the Council's heritage team, of the heritage assets on the Property, including the traces of the abandoned New River loop and the Conduit House near the lake.
- There will be an advisory committee of local stakeholders with the right to be consulted about any variation to the Lease and about the management of the public areas of the Property.
- There will be robust mechanisms to enable the Council to enforce the prompt and adequate performance of THL's obligations to maintain and improve the public areas of the Property, given that we cannot see that THL will have any economic incentive to do so.
- Any statutory right on the part of THL to extend or renew the Lease will be excluded.
- At the end of the Lease THL will be obliged to restore the part of the Property used for the Women's Academy to its present state as open grassland and will remove all football installations including any artificial pitches.

The Society believes that these conditions are essential if the Council is to retain the right to ensure that the Property is managed in a manner which benefits the public, as it has repeatedly promised. We appreciate that the Council may intend to include some of the above provisions as conditions to a planning consent to be applied for by THL in relation to the Property. In the Society's view these matters need also to be included in the Lease. Planning conditions risk being overturned on appeal and/or weakened piecemeal by subsequent variations, and are therefore not wholly within the Council's control.

Finally, we believe that the Council should make a clear and unqualified commitment to use the premium and rental income from the Lease for the improvement and maintenance of the part of the Whitewebbs estate which it intends to retain.

Yours faithfully



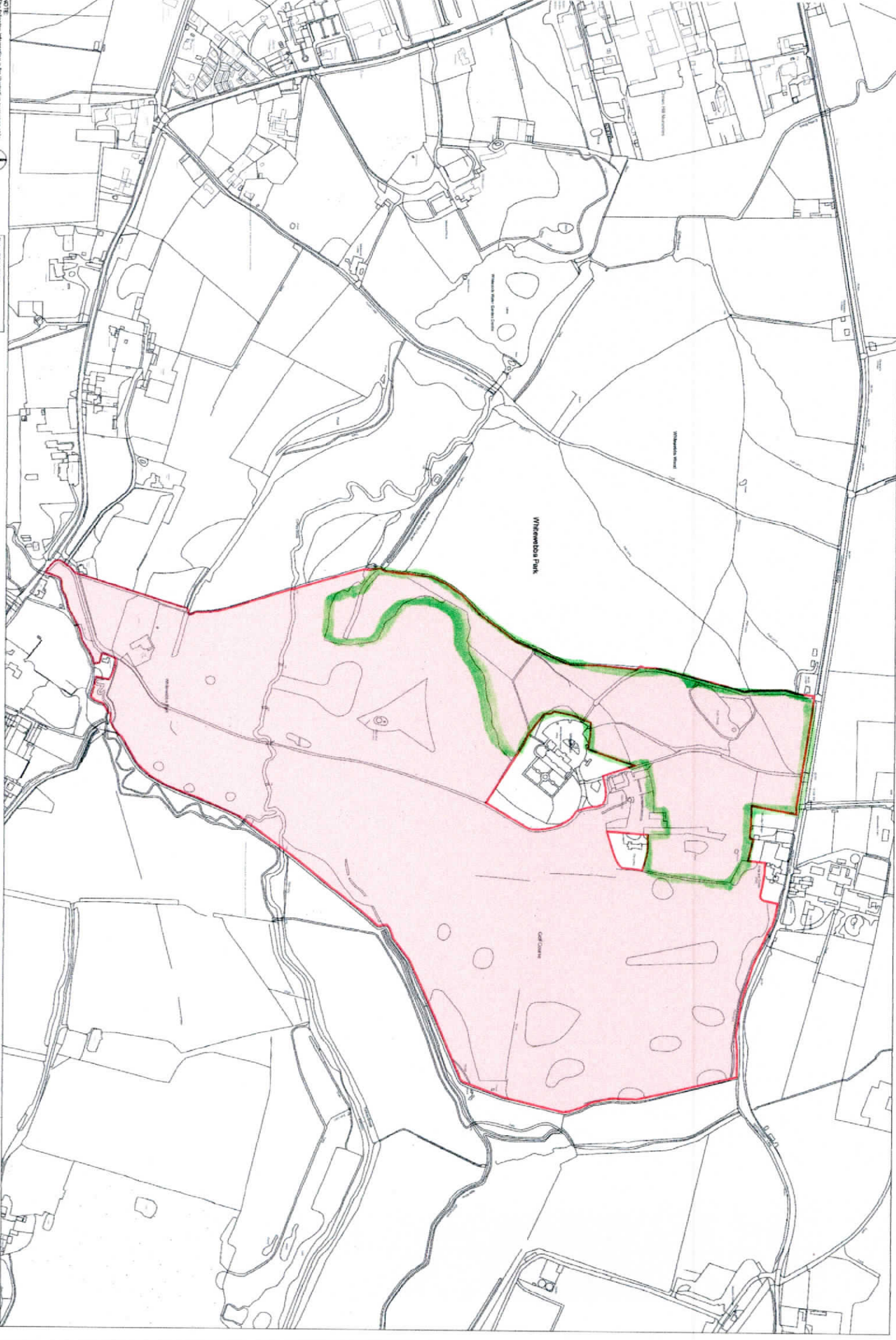
Dave Cockle

Chairman

NOTES
This planning application is for illustrative purposes only.
This is not an official site plan and may be subject to
revision in time.



Date: 20/11/2022
Updated Red Line Iteration



SCALE 1:200 @ A1
TITLE WHITWIND GOLF CLUB