

HIGH SPEED RAIL (LONDON – WEST MIDLANDS) ACT 2017

HIGH SPEED RAIL (LONDON – WEST MIDLANDS) GENERAL VESTING DECLARATION No. 921

This **GENERAL VESTING DECLARATION** is executed on 11TH FEBRUARY 2022
by the Secretary of State for Transport (“the Authority”)

WHEREAS:

- (1) On 23 February 2017 the High Speed Rail (London – West Midlands) Act 2017 (“the High Speed Rail Act”) received Royal Assent authorising the Authority to acquire the rights and restrictive covenants over land specified in the Second Schedule hereto.
- (2) Section 4(1) of the High Speed Rail Act authorises the Authority to acquire compulsorily so much of the land within the limits of the High Speed Rail Act as may be required for Phase One purposes¹.
- (3) Section 5(1) of the High Speed Rail Act provides that section 4(1) of the High Speed Rail Act includes the power to acquire any easements or other rights as may be required for Phase One purposes by the creation of new easements or other rights, or by acquiring easements or other rights already in existence.
- (4) Section 5(2) of the High Speed Rail Act provides that the terms of an easement created under section 5(1)(a) may include terms imposing a restrictive covenant over the land for the purpose of making the easement effective.
- (5) Section 5(4A) of the High Speed Rail Act provides that the power in section 4(1) includes power to acquire rights or impose restrictive covenants for the benefit of a person other than the Authority.
- (6) Section 4(4) of the High Speed Rail Act provides that the Compulsory Purchase (Vesting Declarations) Act 1981 (“the 1981 Act”) applies as if the High Speed Rail Act were a compulsory purchase order and paragraph 3² of Schedule 6 to the High Speed Rail Act provides that the 1981 Act shall have effect subject to the modifications specified in that paragraph.
- (7) Notice pursuant to section 3A³ of the 1981 Act was first published on 28 January 2022. That notice included the particulars specified in section 3A(3) of the 1981 Act.

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on it by section 4 of the 1981 Act, the Authority hereby declares:-

¹ Phase One Purposes has meaning given by section 67 of the High Speed Rail Act

² Paragraph 3 as substituted by section 11 of, and paragraph 6 of Schedule 14 to, the High Speed Rail Act.

³ Section 3A of the 1981 Act as inserted by paragraph 3(a) of Schedule 6 to the High Speed Rail Act as substituted by section 11 of, and paragraphs 6 and 7 of Schedule 14 to, that Act.

1. The Rights specified in column 3 of the Second Schedule hereto, (being rights authorised to be acquired by the High Speed Rail Act) together with the right to enter land for the purposes of exercising such rights, shall, in relation to the land specified and described in column 1 and column 2 of the Second Schedule, and more particularly delineated and shown shaded blue on the plan annexed hereto, vest in the Authority as from the end of the period of 2 years from the date on which service of notices required by section 6⁴ of the 1981 Act is completed (the "Vesting Date").
2. The benefit of the Restrictive Covenants specified in column 4 of the Second Schedule hereto (being restrictive covenants authorised to be acquired and imposed by the High Speed Rail Act) together with the right to enforce such restrictive covenants, shall, in relation to the land specified and described in column 1 and column 2 of the Second Schedule, and more particularly shown shaded **blue** on the plan annexed hereto, vest in the Authority as from the Vesting Date.
3. Each Right and Restrictive Covenant shall so vest in and be enforceable by the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, at all times for the benefit of each and every part of the Authority's land registered under Land Registry Title Number MM159572 and the remainder of the HS2 Property to the intent that the Rights and the Restrictive Covenants may be exercised and enforced by the Authority, by persons authorised by him including the Nominated Undertaker, and by the Authority's successors in title and assigns of the whole of any part of Title Number MM159572 and the remainder of the HS2 Property.

For the purposes of Section 2(2) of the 1981 Act, the specified period in relation to the land comprised in this declaration is one year and one day.

⁴ Section 6 as modified by Schedule 6 to the High Speed Rail Act, as substituted by section 11 of, and paragraph 6 of Schedule 14 to, that Act

FIRST SCHEDULE

Term	Meaning
APM	The machinery, structure and connected apparatus of the local transit system, being the elevated Automatic People Mover to be constructed linking the proposed HS2 Interchange Station with Birmingham International Station, including but not limited to its supports, all supporting structures, pillars, stairs, escalators, lifts, plant, and service media.
Birmingham International Station	The land and buildings comprising Birmingham International Station, shown more particularly on the Plan attached, at Station Link Road, Birmingham B40 1PA or any replacement or remodelled station.
HS2 Property	All land interests rights infrastructure property plant and equipment owned occupied controlled or used by or on behalf of the Authority or its Nominated Undertaker in connection with the operation use cleaning repair renewal upgrading replacement or maintenance of Phase One of the high speed rail project being undertaken by the Authority which is authorised by the High Speed Rail Act or which is or has been acquired or used for Phase One Purposes (as defined in section 67 of the High Speed Rail Act) or ancillary purposes.
NEC Building	The land and buildings comprising the National Exhibition Centre, shown more particularly on the Plan and described in the Schedule at North Avenue, Marston Green, Birmingham B40 1NT or any replacement or remodelled exhibition centre.
Nominated Undertaker	High Speed Two (HS2) Limited or any other person whose name appears in an Order made under section 45(1) of the High Speed Rail Act.
Plan	The plan attached to this declaration.
Plot	A plot of land with the number specified in column 1 and described in column 2 of the Second Schedule and edged blue and shown with the corresponding number on the Plan.

SECOND SCHEDULE

1 Plot No.	2 Description	3 New Rights	4 Restrictive Covenants
53495	20,003.4 square metres, or thereabouts, of private roads, roundabout, footways, verges, gatehouse and barriers (Pendigo Way, East Way, South Way and South Car Park Road), lake (Pendigo Lake), island (Crescent Wood Island), grassed areas and scrubland (The National Exhibition Centre) (Pendigo Way)	The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, to pass and repass at all times with or without vehicles over the land described in column 2 of this Schedule and shown coloured blue on the attached plan onto land adjoining the said land for the purposes of provision of access for construction.	-
53501	606.63 square metres, or thereabouts, of private road and verges (East Way)	The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, to pass and repass at all times with or without vehicles over the land described in column 2 of this Schedule and shown coloured blue on the attached plan onto land adjoining the said land for the purposes of provision of access for construction and maintenance.	-

55018	1818.02 square metres, or thereabouts, of pavilion and yard (The National Exhibition Centre) (Pendigo Way)	<p>The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, to:</p> <ul style="list-style-type: none"> a) Access egress enter and be upon the land and the roof of the NEC Building with or without plant or equipment; b) access and egress beneath the APM, place and use equipment including but not limited to cranes and lifting equipment; and c) monitor, maintain, replace, repair, renew and upgrade the APM and supporting structures. 	<p>Restrictive covenants for the benefit of the HS2 Property and to bind the land and the owners from time to time of the land and any successors in title on the use of the relevant land prohibiting at all times unless agreed in writing by the Authority:</p> <ul style="list-style-type: none"> a) the erection of structures below the APM of greater than 1 metre above the existing roof surface level as existing at the date of this vesting; b) the reconstruction, replacement or re-profiling of the roof of the NEC Building and accompanying structures without the prior agreement of the Authority acting reasonably; and c) such other activities or alterations to the NEC Building that may be specified in writing by the Authority, acting reasonably, that may interfere with the maintenance of or access to the APM.
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56133	24,253 square metres, or thereabouts, of lake (Pendigo Lake), private road, verges, footways, roundabout, grassed area and hardstanding (Pendigo Way) (The National Exhibition Centre) (Pendigo Way)	<p>The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, at all times to:</p> <ul style="list-style-type: none"> a) enter and be upon the land and to pass and repass with or without equipment, plant and vehicles; b) drain water from the land to permit access and egress; c) access and egress beneath the APM, to place and use equipment including (but not limited to) cranes and lifting equipment on the land, to monitor, maintain, replace, repair, renew and upgrade the APM and supporting structures; and d) break open the land and install, use, monitor, maintain, replace, repair, renew and upgrade service media, conduits and utilities and repair and maintain the surface of the land in connection with the same. 	<p>Restrictive covenants for the benefit of the HS2 Property and to bind the land and the owners from time to time of the land and any successors in title on the use of the relevant land prohibiting at all times unless agreed in writing by the Authority:</p> <ul style="list-style-type: none"> a) the use of traffic, boats or vehicles on the water within the land; and b) activities, deposits or the construction of structures within the land that may interfere with the operation, monitoring, maintenance, replacement, repair, renewal cleaning or upgrading of the APM.
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56134	66.59 square metres, or thereabouts, of hardstanding (The National Exhibition Centre) (Pendigo Way)	<p>The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, at all times to:</p> <ul style="list-style-type: none"> a) Access egress and be upon the land and to access the NEC Building with or without light vehicles, plant or equipment; b) Access and egress beneath the APM, place and use equipment including cranes and lifting equipment; and c) monitor, maintain, replace, repair, renew and upgrade the APM and supporting structures. <p>The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, to:</p> <ul style="list-style-type: none"> a) enter and be upon the land, to pass and repass with or without equipment, plant and vehicles; b) break open the land and install, use, monitor, maintain, replace, repair, renew and upgrade service media, conduits and utilities and repair and maintain the surface of the land in connection with the same 	<p>Restrictive covenants for the benefit of the HS2 Property and to bind the land and the owners from time to time of the land and any successors in title on the use of the relevant land prohibiting at all times unless agreed in writing by the Authority:</p> <ul style="list-style-type: none"> a) the erection of structures below the APM of greater than 1 metre above the existing roof surface level as existing at the date of this vesting; and b) the reconstruction, replacement or re-profiling of the roof of the NEC Building and accompanying structures without the prior agreement of the Authority acting reasonably; and c) such other activities or alterations to the NEC Building that may be specified in writing by the Authority, acting reasonably, that may interfere with the maintenance of or access to the APM.
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56210	1,880.58 square metres, or thereabouts, of private road (The National Exhibition Centre) (East Way)	The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, to pass and repass at all times with or without vehicles over the land described in column 2 of this Schedule and shown coloured blue on the attached plan onto land adjoining the said land for the purposes of provision of access for construction and maintenance.	
56211	3,365.17 square metres, or thereabouts, of private roads, roundabout and verges (The National Exhibition Centre) (Pendigo Way and East Way)	<p>The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, at all times to:</p> <ul style="list-style-type: none"> a) access egress and be upon the land, to pass and repass with or without equipment, plant and vehicles; and b) break open the land and install, use, monitor, maintain, replace, repair, renew and upgrade service media, conduits and utilities and repair and maintain the surface of the land in connection with the same. 	

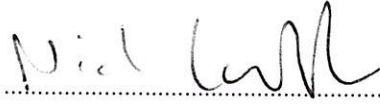
56212	25.19 square metres, or thereabouts, of grassed area (The National Exhibition Centre) (Pendigo Way)	<p>The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, at all times to:</p> <ul style="list-style-type: none"> a) access egress and be upon the land, to pass and repass with or without equipment, plant and vehicles; and b) break open the land and install, use, monitor, maintain, replace, repair, renew and upgrade service media, conduits and utilities and repair and maintain the surface of the land in connection with the same. 	-
56213	2,444.9 square metres, or thereabouts, of grassed area and wooded area (The National Exhibition Centre) (Pendigo Way)	<p>The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, at all times to:</p> <ul style="list-style-type: none"> a) access egress and be upon the land, to pass and repass with or without equipment, plant and vehicles; b) break open the land and install, use, monitor, maintain, replace, repair, renew and upgrade service media, conduits and utilities and repair and maintain the surface of the land in connection with the same. 	-

56214	8,534.19 square metres, or thereabouts, of lake (Pendigo Lake), island (Crescent Wood Island) and wooded area (The National Exhibition Centre) (Pendigo Way)	<p>The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, at all times to:</p> <ul style="list-style-type: none"> a) enter and be upon the land and to pass and repass with or without equipment, plant and vehicles; b) drain water from the land to permit access and egress; c) access and egress beneath the APM, to place and use equipment including (but not limited to) cranes and lifting equipment on the land, to monitor, maintain, replace, repair, renew and upgrade the APM and supporting structures; and d) break open the land and install, use, monitor, maintain, replace, repair, renew and upgrade service media, conduits and utilities and repair and maintain the surface of the land in connection with the same. 	<p>Restrictive covenants for the benefit of the HS2 Property and to bind the land and the owners from time to time of the land and any successors in title on the use of the relevant land, prohibiting at all times unless agreed in writing by the Authority:</p> <ul style="list-style-type: none"> a) the use of traffic, boats or vehicles on the water within the land; and b) activities, deposits or the construction of structures within the land that may interfere with the operation, monitoring, maintenance, replacement, repair, renewal cleaning or upgrading of the APM.
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56215	18.58 square metres, or thereabouts, of footway and wooded area (The National Exhibition Centre) (Pendigo Way)	<p>The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, at all times to:</p> <ul style="list-style-type: none"> a) access egress and be upon the land, to pass and repass with or without equipment, plant and vehicles; and b) break open the land and install, use, monitor, maintain, replace, repair, renew and upgrade service media, conduits and utilities and repair and maintain the surface of the land in connection with the same. 	-
56217	5,773.27 square metres, or thereabouts, of private road, verges, footways, grassed areas and hardstanding (The National Exhibition Centre) (Pendigo Way)	<p>The right for the Authority and his lessees, licensees, successors in title, assigns, and those authorised by him and any of these, at all times to:</p> <ul style="list-style-type: none"> a) access egress and be upon the land, to pass and repass with or without equipment, plant and vehicles; and b) break open the land and install, use, monitor, maintain, replace, repair, renew and upgrade service media, conduits and utilities and repair and maintain the surface of the land in connection with the same. 	-

IN WITNESS WHEREOF the Secretary of State for Transport has hereunto set its corporate seal on the day in the year first written above.

The **CORPORATE SEAL** of the SECRETARY OF STATE FOR TRANSPORT hereunto affixed to this deed is authenticated by

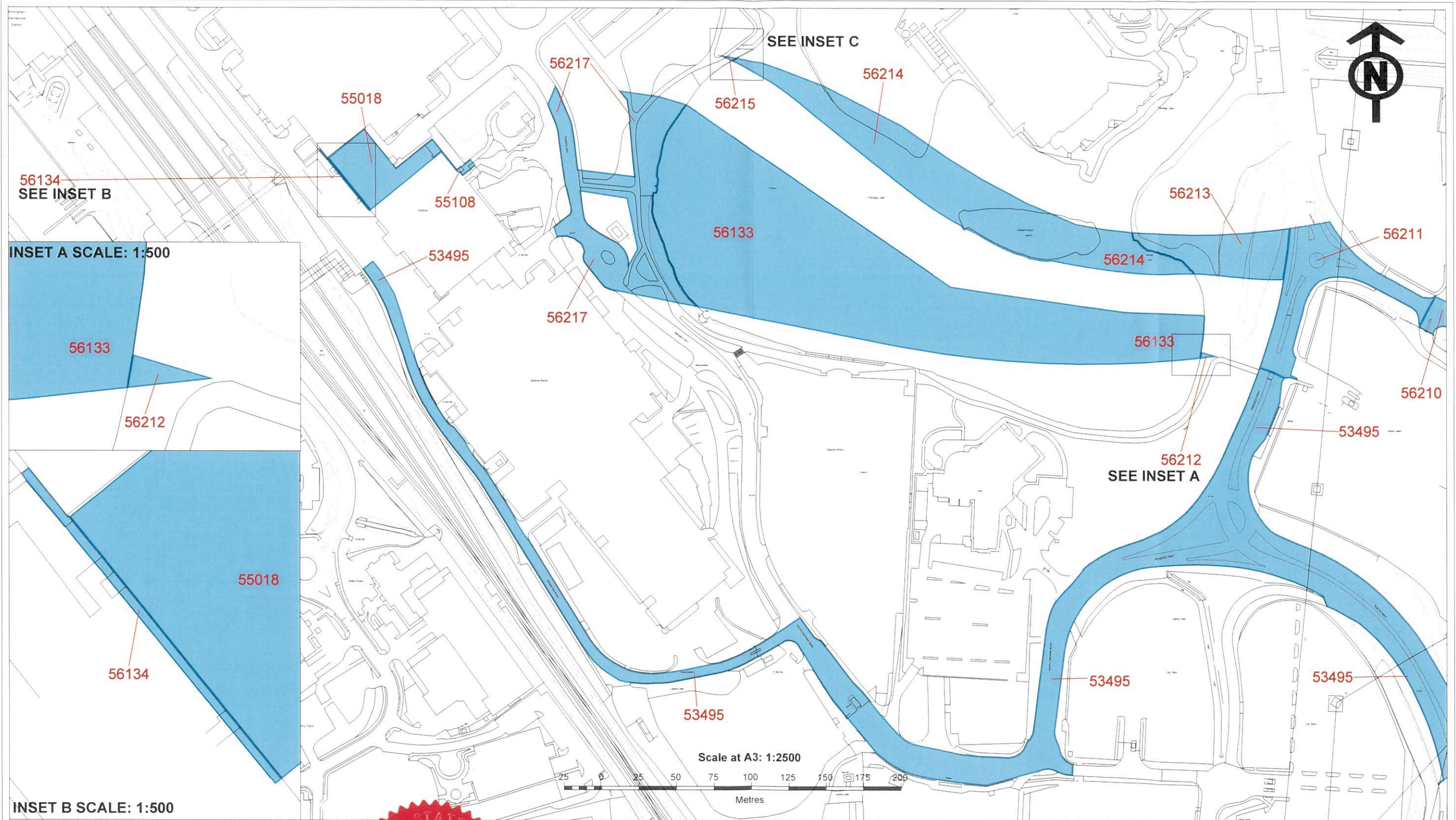

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Authorised Signatory

Dated: 11th FEBRUARY 2022



SEAL REF
DFT GP / 1164



INSET B SCALE: 1:500

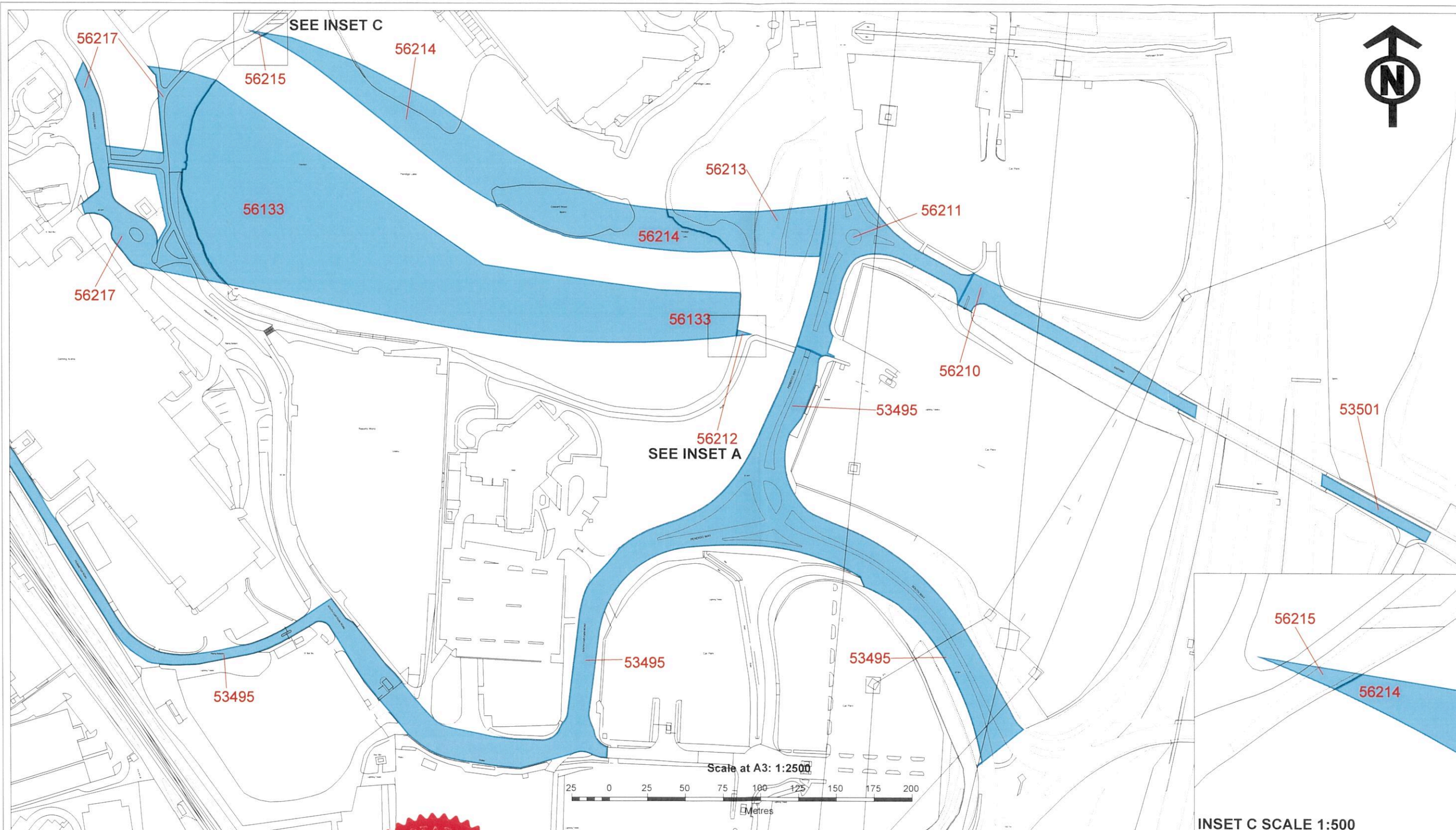
The CORPORATE SEAL of the
SECRETARY OF STATE
hereunto affixed to this deed
is authenticated by

Authorised by the Secretary of State for Transport

Dated 11th FEBRUARY 2022



CENTRE POINT: 419,220, 283,405



The CORPORATE SEAL of the
SECRETARY OF STATE
hereunto affixed to this deed
is authenticated by

Nick Cunniff

Authorised by the Secretary of State for Transport

Dated 11th FEBRUARY 2022



