



Homes  
England

Date: 2 May 2023  
Our Ref: RFI4277  
Tel: 0300 1234 500

Email: [infogov@homesengland.gov.uk](mailto:infogov@homesengland.gov.uk)

Making homes happen

██████████  
By Email Only

Information Governance Team  
Homes England  
Windsor House – 6<sup>th</sup> Floor  
50 Victoria Street  
London  
SW1H 0TL

Dear ██████████

**RE: Request for Information – RFI4277**

Thank you for your request for information which was processed in accordance with the Freedom of Information Act 2000 (FOIA).

You requested the following information:

*Would it be possible to send me a copy of the documents referenced in the attached FOI response as for some reason they are not included in the pdf obtained from your website -*

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1052484/RFI3715 - Black Country Development Corporation.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1052484/RFI3715_-_Black_Country_Development_Corporation.pdf)

*It's the 06/03/1998 Agreement for sale and the 20/03/1998 that I'd like to see please.*

**Response**

We can confirm that we do hold the requested information. Please find enclosed the below Annexes which contain the documents requested in relation to the land at Leabrook Road, Wednesbury, Sandwell.

- Annex A – Agreement for Sale dated 6 March 1998
- Annex B – Transfer dated 20 March 1998.

You will note that we have redacted some information from the documents provided. We rely on Section 40 (2) of the FOIA to withhold the redacted information from disclosure.

**Section 40 – Personal information**

We have redacted information on the grounds that it constitutes third party personal data and therefore engages section 40(2) of the FOIA.

To disclose personal data, such as names, contact details, addresses, email addresses and personal opinions could lead to the identification of third parties and would breach one or more of the data protection principles.

OFFICIAL



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Section 40 is an absolute exemption which means that we do not need to consider the public interest in disclosure. Once it is established that the information is personal data of a third party and release would breach one or more of the data protection principles, then the exemption is engaged.

The full text in the legislation can be found on the following link:

<https://www.legislation.gov.uk/ukpga/2000/36/section/40>

### **Right to Appeal**

If you are not happy with the information that has been provided or the way in which your request has been handled, you may request an internal review. You can request an internal review by writing to Homes England via the details below, quoting the reference number at the top of this letter.

Email: [infogov@homesengland.gov.uk](mailto:infogov@homesengland.gov.uk)

The Information Governance Team  
Homes England – 6<sup>th</sup> Floor  
Windsor House  
50 Victoria Street  
London  
SW1H 0TL

Your request for review must be made in writing, explain why you wish to appeal, and be received within 40 working days of the date of this response. Failure to meet this criteria may lead to your request being refused.

Upon receipt, your request for review will be passed to an independent party not involved in your original request. We aim to issue a response within 20 working days.

You may also complain to the Information Commissioner's Office (ICO) however, the Information Commissioner does usually expect the internal review procedure to be exhausted in the first instance.

The Information Commissioner's details can be found via the following link:

<https://ico.org.uk/>

Please note that the contents of your request and this response are also subject to the Freedom of Information Act 2000. Homes England may be required to disclose your request and our response accordingly.

Yours sincerely,

**The Information Governance Team**  
For Homes England

OFFICIAL

*BCDC*

*Low Society  
Formular  
2.35.00*

**s. 40(2)**

DATED 6 March 1998

BLACK COUNTRY DEVELOPMENT CORPORATION

- and -

ECHO ESTATES LIMITED

AGREEMENT FOR SALE

- relating to -

Land at Leabrook Road Wednesbury  
(Metro Parkway and Parkway Phase 4)  
Sandwell West Midlands

VERNON AND SHAKESPEARE  
SOLICITORS  
15/17 CHURCH STREET  
OLDBURY  
WEST MIDLANDS B69 3AA  
*BCDCMisc(1)/Bldbcd/Parkway4*

THIS AGREEMENT is made the 6 day of March 1998  
B E T W E E N :-

- (1) BLACK COUNTRY DEVELOPMENT CORPORATION of Black Country House Rounds Green Road Oldbury West Midlands B69 2DG (hereinafter called "the Corporation")
- (2) ECHO ESTATES LIMITED (Company Number [                    ]) whose Registered Office is at 100 Dudley Road East Oldbury Sandwell West Midlands B69 3DY (hereinafter called "the Purchaser")

IT IS HEREBY A G R E E D as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 IN this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:-

- |                                  |  |
|----------------------------------|--|
| <b>BWB</b>                       | means British Waterways Board  |
| <b>the Canal Strategy Deed</b>   | means a Deed dated 26th March 1997 made between the Corporation (1) and BWB (2) a copy of which has been supplied to the Purchaser prior to the date of this Agreement |
| <b>Centro</b>                    | means The West Midlands Passenger Transport Executive  |
| <b>the Centro Land</b>           | means the land shown edged blue on the Plan  |
| <b>the First Centro Transfer</b> | means a Transfer dated the 31st December 1997 made between the Black Country Development Corporation (1) and West Midlands Passenger Transport Executive (2)           |

of land in Title Number WM227032 adjoining Metro Parkway

**the Second Centro Transfer**

means a Transfer dated the 31st December 1997 made between the Black Country Development Corporation (1) and West Midlands Passenger Transport Executive (2) of land comprised in Title Number WM574336 adjoining Parkway Phase 4

**the Collateral Warranties**

means Warranties in the form of the drafts annexed hereto in favour of the Purchaser to be provided by:-

- (a) in relation to Parkway Phase 4: Brennan & Murphy Limited and the Borough Council of Sandwell and
- (b) in relation to Metro Parkway: Dames & Moore and Allott & Lomax

**the Completion Date**

means the 20 day of *Nov*. 1998

**the Corporation's Registered Titles**

means Title Numbers WM574336; WM227032 and WM557532

**the Corporation's Solicitors**

means Messrs. Vernon and Shakespeare of 15/17 Church Street Oldbury Warley West Midlands B69 3AA **s. 40(2)** or such other firm of Solicitors as the Corporation shall appoint and notify to the Purchaser in writing

**the Deposit** means the sum of FORTY THOUSAND POUNDS (£40,000.00) plus VAT

**the Leabrook Culvert** means the culvert running (inter alia) beneath the Property the approximate position of which is indicated by a broken yellow line on the Plan

**the Mineshafts** means the two treated mineshafts on Parkway Phase 4 which are to be the subject matter of the Mineshaft Conveyance

**the Mineshaft Conveyance** means a Conveyance dated the 28th January 1998 made between the Coal Authority (1) and the Corporation (2) of the Mineshafts

**the Metro Deed of Consent** means a Deed dated 24th February 1997 made between the Corporation (1) and Centro (2) a copy of which has been provided to the Purchaser prior to the date hereof

**Metro Parkway** means that part of the Property as lies within Title Numbers WM227032 and WM557532

**the National Conditions** means the National Conditions of Sale (20th Edition)

**Parkway Phase 4** means that part of the Property as lies within Title Number WM574336

**the Plan** means the plan annexed hereto

**the Property** means the property described in the Schedule

**the Purchase Price** means the sum of FOUR HUNDRED THOUSAND POUNDS (£400,000.00) plus VAT (subject to clause 10.5)

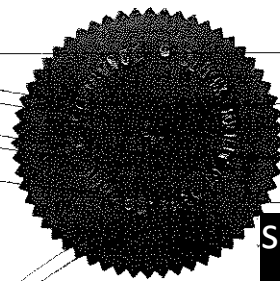
**the Purchaser's Solicitors** means Messrs. Linklaters and Paines of 1 Silk Street London EC2Y 8HQ **s. 40(2)** (DX: 10 LONDON) or such other firm of Solicitors the Purchaser shall appoint and notify to the Corporation in writing

**Retention** means the sum of TEN THOUSAND POUNDS (£10,000.00)

**S.T.** means Severn Trent Water Limited whose Registered Office is situate at 2297 Coventry Road Birmingham B26 3PU

**the S.T. Deed of Grant** means a Deed of Grant in favour of S.T. in respect of the Leabrook Culvert and other sewers beneath the Property in substantially the form of the draft Deed of Grant annexed

**the Transfer** means a Transfer of the Property in the form of the draft annexed



s. 40(2)

METRO PARKWAY

PARKWAY  
PHASE 4

IMMENSE DRIVE

1000' 00" 1/4"

120' 00"

100' 00"

100' 00"

100' 00"

100' 00"

100' 00"

100' 00"

100' 00"

PARKWAY ROUNDABOUT

LEAPROCK DRIVE

LEAPROCK ROAD NORTH

BAVARIAN PKWY

100' 00"

100' 00"

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**the V & P Midlands Option** means an option granted to V & P Midlands Limited in a letter from the Corporation to V & P Midlands Limited dated 19th December 1996

**VAT** means value added tax charged under the Value Added Tax Act 1983 or any regulations made thereunder which will also include any interest fine default surcharge or penalty in respect of any value added tax due to any delay in payment of any capital value added tax by the Purchaser to the Corporation after receipt of a value added tax invoice

**Working Day** means any day other than a Saturday Sunday or day when English Clearing Banks are at any time closed to the public

1.2 In this Agreement unless the context otherwise requires:-

- 1.2.1 words importing one gender shall be construed as importing any other gender
- 1.2.2 words importing the singular shall be construed as importing the plural and vice versa
- 1.2.3 where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons
- 1.2.4 the clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation
- 1.2.5 references to clauses and Schedules are to clauses and Schedules in this Agreement

- 1.2.6 any statute or provision of any statute referred to herein shall be deemed to include any statutory amendment modification or re-enactment thereof for the time being in force and any order instrument and regulation made thereunder
- 1.2.7 covenants and obligations of any individuals shall be binding upon and enforceable against their personal representatives
- 1.2.8 any obligation on the Purchaser not to do any act or thing shall be deemed to include an obligation not knowingly to permit or suffer any act or thing to be done
- 1.2.9 references to "the Corporation" shall include any successor organisation or body to the Corporation or any body or corporation to whom the benefit of this Agreement is assigned

2. AGREEMENT FOR SALE

THE Corporation shall sell and the Purchaser shall purchase the Property at the Purchase Price subject to the terms and conditions hereinafter contained

3. PAYMENT OF THE PURCHASE PRICE AND COMPLETION

3.1 THE Deposit shall be paid on exchange of this Agreement to the Corporation's Solicitors as Agents for the Corporation

3.2 The balance of the Purchase Price (less the Retention if applicable pursuant to clause 10.5) plus VAT shall be paid to the Corporation and completion of the sale and purchase of the Property shall take place on the Completion Date

4. CAPACITY AND POSSESSION

4.1 THE Corporation sells the Property with Full Title Guarantee

4.2 The sale of the Property is with vacant possession on completion

5. TITLE AND RISK

5.1 THE Corporation is the Registered Proprietor with Absolute Freehold Title to the Property which forms part of the land comprised in the Corporation's Registered Titles

5.2 Title to the Property shall consist of Office Copies of the Entries on the Registers and of the Filed Plans of the Corporation's Registered Titles. Title having been deduced to the Purchaser prior to the date hereof the Purchaser shall raise no objection or claim in respect of nor requisition on the Corporation's title to the Property or any matter affecting the same save in respect of matters arising after the date of the aforesaid Office Copies

6. THE TRANSFER DEED

6.1 THE Property is sold and will be conveyed or transferred subject to the matters contained or referred to in the Transfer

6.2 The engrossment of the Transfer (which shall be prepared in duplicate) shall be undertaken by the Corporation's Solicitors and a duplicate executed by the Purchaser shall be produced to the Corporation's Solicitors upon completion (and if there shall be any Stamp Duty payable thereon) as soon as reasonably practicable following completion the Purchaser shall at its own cost arrange for Stamp Duty to be paid upon the duplicate at the due rate and thereafter for the said duplicate to be delivered to the Corporation's Solicitors

6.3 If so requested by the Purchaser no later than seven working days prior to the Completion Date Parkway Phase 4 and Metro Parkway shall be transferred separately to the Purchaser on the Completion Date and the Transfers for the Parkway Phase 4 and Metro Parkway shall contain only those covenants exceptions reservations and declarations which relate to Parkway Phase 4 and Metro Parkway respectively and the Purchase Price shall be apportioned by the Purchaser equally between the two properties on the basis that the Retention shall apply to that part of the Purchase Price payable in respect of Metro

Parkway. Clause 6.2 shall then apply to each of the separate Transfers as if they were the Transfer

6.4 Immediately following the transfer of the Property the Corporation shall place its Land Certificates for Title Numbers WM227032, WM557532 and WM574336 on deposit forthwith (unless the same are already on deposit) and shall notify the deposit numbers to the Purchaser as soon as reasonably practicable to enable the Purchaser to make an application for it to be registered as registered proprietor of the Property

7. MATTERS AFFECTING THE PROPERTY

7.1 THE Property is sold subject to:-

7.1.1 any registered Local Land Charge and matters registerable as such affecting or relating to the Property or to any part of it and to any notice order proposal or requirement whatsoever affecting or relating to the Property or to any part of it given or made by a Government Department or by any Public or Local Authority or statutory undertaker or other competent body or person

7.1.2 all charges orders proposals restrictions agreements notices or other matters whatsoever affecting or relating to the Property or to any part of it arising under the legislation relating to Town and Country Planning or under any order or regulation made pursuant to such legislation for the time being in force

7.1.3 the rights granted or to be granted to S.T. and the covenants contained or to be contained in the S.T. Deed of Grant

7.1.4 the covenants exceptions reservations and declarations contained in the Transfer

7.2 Metro Parkway is sold subject to the rights granted to Centro by the Metro Deed of Consent but with the benefit of the covenants on the part of Centro therein contained insofar as they benefit the Property. The Purchaser hereby undertakes

with the Corporation that it will on completion hand to the Corporation a Deed of Consent in favour of Centro in the form of the Metro Deed of Consent in accordance with the covenant contained in clause 3.1 of the Metro Deed of Consent

7.3 Parkway Phase 4 is sold subject to:-

7.3.1 the provisions of the Canal Strategy Deed insofar as they affect the Property but with the benefit of the covenants on the part of BWB therein contained insofar as they benefit the Property;

7.3.2 the V & P Midlands Option;

7.3.3 the covenants on the part of the Corporation to be included in the Mineshaft Conveyance

7.4 The Property is sold subject to and with the benefit of (as appropriate) the exceptions reservations covenants agreements and declarations contained in the First Centro Transfer and the Second Centro Transfer respectively

## 8. CONDITIONS OF SALE

**8.1 THIS** Agreement incorporates the National Conditions insofar as they are applicable to a sale by private treaty (save that references to "Vendor" shall be construed as references to the Corporation) and are not varied by or inconsistent with the terms of this Agreement

8.2 The National Conditions are varied as follows:-

8.2.1 National Conditions 3 8(4) 15(2) (3) 21(2) and (3) shall not apply

8.2.2 at the end of National Condition 5(3)(iv) there shall be added the words "and the transfer shall be treated as received only when credited thereto"

8.2.3 National Condition 5(5)(i) shall be deleted and substituted by the following:-

"for the purposes only of conditions 6 7 and 8 if the purchaser's obligation to pay the money due on completion shall not have been discharged by receipt of the money by the Vendor's Solicitors by 2.00 p.m. the date of actual completion shall be taken to be

the first working day after the date on which the money is received"

8.2.4 National Condition 7(1) shall be deleted and substituted by the following:-

"If the purchase shall not be completed on the completion date then (subject to the provisions of paragraph (2) of this condition) without prejudice to the right of the vendor to recover from the purchaser further damages for delay in fulfilling its obligations under this Agreement the purchaser shall pay interest on the remainder of the purchase money at the prescribed rate from the completion date until the purchase shall actually be completed or until this Agreement shall be terminated"

8.2.5 in National Condition 8(1)(v) for the words "development within the meaning of the Planning Acts" there shall be substituted the words "alterations or other works to the property"

8.2.6 National Condition 15(5) shall be amended by the deletion of the words "Subject as hereinbefore provided and without prejudice to the obligations of the vendor to supply information as aforesaid"

8.2.7 the following words shall be added at the end of National Condition 22(1):-

"and the vendor shall be treated as being ready and willing to fulfil his outstanding obligations under this Agreement notwithstanding the fact that any mortgage or charge of the property is undischarged if the vendor would have been able to discharge that mortgage or charge (to the extent that it encumbers the property) on the date on which the notice is served had the sale been completed on that date"

8.2.8 in National Conditions 22(2) and (3) the period of sixteen working days shall be reduced to a period of ten working days

8.2.9 the "prescribed rate" shall mean the rate of 4 per centum per annum above the Base Lending Rate from time to time in force of Lloyds Bank PLC calculated on a compounding basis with quarterly rests

9. THE COLLATERAL WARRANTIES

9.1 THE Corporation shall use its best endeavours to deliver to the Purchaser on the Completion Date the Collateral Warranties duly signed by or on behalf of the person firm or company by whom such warranties are to be provided

9.2 In the event that the Corporation is unable to deliver to the Purchaser on the Completion Date the Collateral Warranties duly signed as aforesaid then the Corporation shall use its best endeavours to procure the completion of and delivery to the Purchaser of the Collateral Warranties duly signed as aforesaid as soon as reasonably practicable thereafter

10. THE CENTRO LAND

10.1 THE Corporation has agreed terms with Centro for the transfer to the Corporation of the Centro Land

10.2 The Corporation shall use all reasonable endeavours to transfer or procure a transfer to the Purchaser of the Centro Land on the Completion Date

10.3 If on the Completion Date the Corporation has not transferred or procured a transfer to the Purchaser of the Centro Land then the Corporation shall continue to use all reasonable endeavours to procure a transfer to the Purchaser of the Centro Land as soon as reasonably practicable thereafter

10.4 The Centro Land will be transferred subject to and with the benefit of all grants rights exceptions reservations covenants agreements and declarations subject to and with the benefit of which the Centro Land is transferred by Centro to the Corporation and will be transferred only with such covenants for title as are available from Centro to the Corporation

10.5 If the Centro Land is not transferred to the Purchaser on the Completion Date the Retention will be withheld on that part of the balance of the Purchase Price payable in respect of Metro Parkway on the Completion Date until such time as the Centro Land is transferred to the Purchaser PROVIDED THAT the Retention shall not be payable at any time if the transfer of the Centro Land is completed at any time on or after the date twelve months from the date hereof

11. THE S.T. DEED OF GRANT

11.1 THE Corporation has agreed with S.T. for the grant to it of the S.T. Deed of Grant

11.2 Subject to the Purchaser's prior approval to any amendments to the draft Deed of Grant attached to this Agreement (such approval not to be unreasonably withheld) the Purchaser hereby undertakes with the Corporation and as a separate obligation with S.T., in consideration of the sum of One Pound (£1.00) now paid by S.T. to the Purchaser (the receipt of which sum is acknowledged), that it will forthwith upon being requested so to do by either the Corporation or S.T. enter into the S.T. Deed of Grant and also will procure that any chargee of the Property will also enter into or consent to the entry into the S.T. Deed of Grant (as S.T. may require) and will deliver to S.T. the S.T. Deed of Grant as soon as reasonably practicable and will also forthwith cause to be deposited at H.M. Land Registry the Land or Charge Certificate or Certificates of the Property for the purpose of facilitating the registration of the rights granted to S.T. by the S.T. Deed of Grant in the Charges Register of the Property

12. THE MINESHAFTS

THE Transfer shall include the Mineshafts and the Purchaser shall in the Transfer covenant with the Corporation as set out in clause 6.2 of the Transfer



13. GENERAL CLAUSES

13.1 COPIES of or extracts from the documents referred to in this Agreement having been made available to the Purchaser or its Solicitors before the signing hereof the Purchaser shall be deemed to purchase with full knowledge and notice of the contents of such copies or extracts and shall not raise any objection requisition or enquiry in respect thereof

13.2 The Property being open to inspection the Purchaser whether or not it shall have inspected the same shall be deemed to purchase with full notice of the condition thereof in all respects

13.3 The Purchaser has had every opportunity of ascertaining for what purpose the Property may be used and the Corporation is hereby expressly exempted from all liability arising from the fact that the Property cannot for any reason whatever be used for any particular purpose

13.4 The Purchaser hereby declares that no oral representation has been made to it prior to the date hereof by the Corporation or its agents or Solicitors or any other person on its behalf concerning the subject matter of this Agreement which has influenced induced or persuaded it to enter into this Agreement

13.5 All the terms of the agreement between the parties hereto shall be deemed to be incorporated herein and the Purchaser acknowledges that it has entered into this Agreement as a result of searches enquiries and inspections made by it or on its behalf and has placed no reliance on any statement representation or warranty whether made orally or contained in any printed advertising or other matter issued by the Corporation or on its behalf (excepting the replies by the Corporation's Solicitors to enquiries raised by the Purchaser's Solicitors) and save as mentioned no such statement representation or warranty shall be deemed to be a term or condition of this Agreement or to amount to a warranty or representation inducing the same

13.6 The Purchaser acknowledges that it shall have no claim against the Corporation and the Corporation shall have no liability to the Purchaser in respect of any errors omission or inaccuracies and any plans sections elevations reports or other materials that may have been furnished by or on behalf of the Corporation to the Purchaser or the Purchaser's Solicitors or any other person acting on behalf of the Purchaser on or before the date hereof

13.7 The Purchaser hereby acknowledges that it has prior to the date of this Agreement been afforded by the Corporation an opportunity to carry out such investigations tests and monitoring of the Property for the purposes of establishing whether or not the Property is "subject to contamination" as defined by Section 143 of the Environmental Protection Act 1990

13.8 No warranty is given by or on behalf of the Corporation that the Property is suitable for development or for any particular use and the Purchaser acknowledges that it has purchased the Property having satisfied itself fully in relation to the such matters (including without limitation ground conditions services crossing or affecting the Property the definition of all boundaries thereto and the availability of service connections for the purposes of the development of the Property) from its own surveys and inspections and site investigations. Any reports or other information provided or made available by the Corporation relating to the Property or any neighbouring or adjoining land are provided without acceptance by the Corporation or any person acting on behalf of the Corporation of any liability as to the accuracy of the information therein contained or provided nor shall the production of any such report or other information be deemed to have induced the Purchaser to purchase the Property

#### 14. RESTRICTION ON ASSIGNMENT

**THIS** Agreement is personal to the Purchaser and shall not be assigned or charged (otherwise then by debenture over the assets of the Purchaser) in whole or in part nor shall the

Corporation be required or obliged to convey or transfer the Property to any person firm or company other than the Purchaser named herein

15. VAT

ALL payments under this Agreement are exclusive of VAT and the Purchaser shall in accordance with this clause pay against production of proper and valid VAT invoices and written evidence of the Corporation's election to charge VAT all VAT chargeable in respect of any consideration payable by the Purchaser under any of the terms of or in connection with this Agreement

16. NOTICES

16.1 SUBJECT to the provisions of clause 16.2 any notice which may be given under this Agreement to the Corporation or the Purchaser shall be served or delivered to the Corporation or the Purchaser by being sent or delivered to the respective Registered Offices as hereinbefore stated

16.2 Any notice which may be given under this Agreement to the Corporation's Solicitors or the Purchaser's Solicitors shall be given or delivered to the Corporation's Solicitors or the Purchaser's Solicitors by being sent or delivered at their respective addresses as hereinbefore stated and any notice given or issued under this Agreement

16.2.1 to the Corporation's Solicitors shall be marked for the attention of s. 40(2)

16.2.2 to the Purchaser's Solicitors shall be marked for the attention of s. 40(2)

16.3 Any notice to be served or delivered pursuant to this Agreement may be served or delivered in any of the following manners:-

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

16.3.2 by pre-paid first-class recorded 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 posting) or

16.3.3 by legible facsimile or tele-message before 12.00 noon on a Working Day

16.4 In proving service or delivery of any notice under or pursuant to this Agreement 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 pre-paid first-class recorded delivery or that the facsimile or tele-message giving such notice was properly addressed transmitted and legibly received

17. NON-MERGER

INSOFAR as they remain to be observed or performed the provisions of this Agreement shall remain in full force and effect notwithstanding the fact that the sale and purchase of the Property shall have been completed

18. THE CORPORATION AS STATUTORY AUTHORITY

NOTHING herein contained or implied shall prejudice or affect any of the statutory rights powers or duties for the time being vested in the Corporation as Statutory Authority for the area in which the Property is located and all such rights powers and duties shall in regard to the Property and any buildings thereon or the occupiers thereof be enforceable and exercisable by the Corporation as fully and freely as if the Corporation were not the owner of the Property or any part thereof and this Agreement had not been executed and any consent or approval given by or under this Agreement shall be deemed a consent or approval by the Corporation Landowner and not as Statutory Authority

AS WITNESS the hand of s. 40(2) for and on behalf of  
the Corporation and of for and on  
behalf of the Purchaser the day and year first before written

THE SCHEDULE hereinbefore referred to

THE PROPERTY

ALL THOSE freehold pieces or parcels of land at lying to the  
west of Leabrook Road North Wednesbury Sandwell West Midlands  
and known as Metro Parkway and Parkway Phase 4 respectively  
being part of the land comprised in the Corporation's  
Registered Titles as the same is shown edged red on the Plan

SIGNED by )  
for and on behalf of THE )  
CORPORATION )

SIGNED by s. 40(2) )  
for and on behalf of THE )  
PURCHASER )

s. 40(2)

H.M. LAND REGISTRY  
LAND REGISTRATION ACTS 1925 TO 1986  
TRANSFER OF PART

COUNTY AND DISTRICT : WEST MIDLANDS - SANDWELL

CORPORATION'S TITLE : WM227032; WM557532 and  
NUMBERS : WM574336

PROPERTY : Land at Leabrook Road North  
Wednesbury Sandwell  
West Midlands  
(known as Metro Parkway  
and Parkway Phase 4)

DATED : 199

1. DEFINITIONS AND INTERPRETATION

1.1 IN this Transfer the following words and expressions shall have the following meanings unless inconsistent with the context:-

**the Act** means the Law of Property (Miscellaneous Provisions) Act 1994

**the Canal Strategy Deed** means a Deed dated the 26th day of March 1997 made between the Corporation (1) and British Waterways Board (2)

**the Centro Conveyance** means a Conveyance of land lying to the south of Metro Parkway dated the [ ] day of [ ] 1997 made between West Midlands Passenger Transport Executive (1) and the Corporation (2)

**the First Centro Transfer** means a Transfer dated the 31st December 1997 made between the Black Country Development Corporation (1) and West Midlands Passenger Transport Executive (2) of land in Title

**the Second Centro Transfer**

Number WM227032 adjoining Metro Parkway

means a Transfer dated the 31st December 1997 made between the Black Country Development Corporation (1) and West Midlands Passenger Transport Executive (2) of land comprised in Title Number WM574336 adjoining Parkway Phase 4

**the Corporation**

BLACK COUNTRY DEVELOPMENT CORPORATION of Black Country House Rounds Green Road Oldbury West Midlands B69 2DG and includes any successor in title to the Corporation or any successor body to the Corporation

**the Granted Metro Parkway Rights**

means those rights granted for the benefit of Metro Parkway which are set out in the Second Schedule

**the Leabrook Culvert**

means the culvert running beneath the Property and adjoining land the approximate position of which is indicated by a broken yellow line on the Plan

**the Metro Line Consent**

means a Deed dated 24th February 1997 made between Black Country Development Corporation (1) and West Midlands Passenger Transport Executive (2)

**Metro Parkway**

means that part of the Property as lies within Title Numbers WM227032 and WM557532

**the Metro Parkway  
Coal Authority Conveyance**

means a Conveyance dated 10th day of March 1995 made between the Coal Authority (1) British Coal Corporation (2) the Corporation (3) referred to in Entry Number 6 of the Charges Register of Title Number WM557532

**the Mineshaft Conveyance**

means a Conveyance dated the 28th day of January 1998 made between the Coal Authority (1) and the Corporation (2) of two treated mineshafts located on Parkway Phase 4

**Parkway Phase 4**

means that part of the Property as lies within Title Number WM574336

**the Plan  
the Property**

means the plan annexed hereto the property described in the First Schedule hereto

**the Purchase Price**

means the sum of THREE HUNDRED AND NINETY THOUSAND POUNDS (£390,000.00) together with SIXTY EIGHT THOUSAND TWO HUNDRED AND FIFTY POUNDS (£68,250.00) being the Value Added Tax thereon

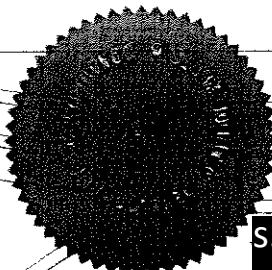
**the Transferee**

ECHO ESTATES LIMITED whose Registered Office is at 100 Dudley Road East Oldbury Sandwell West Midlands B69 3DY (Company Registration Number [ ])

**the Transferee's Metro  
Parkway Covenants**

means those covenants on the part of the Transferee contained in the Third Schedule





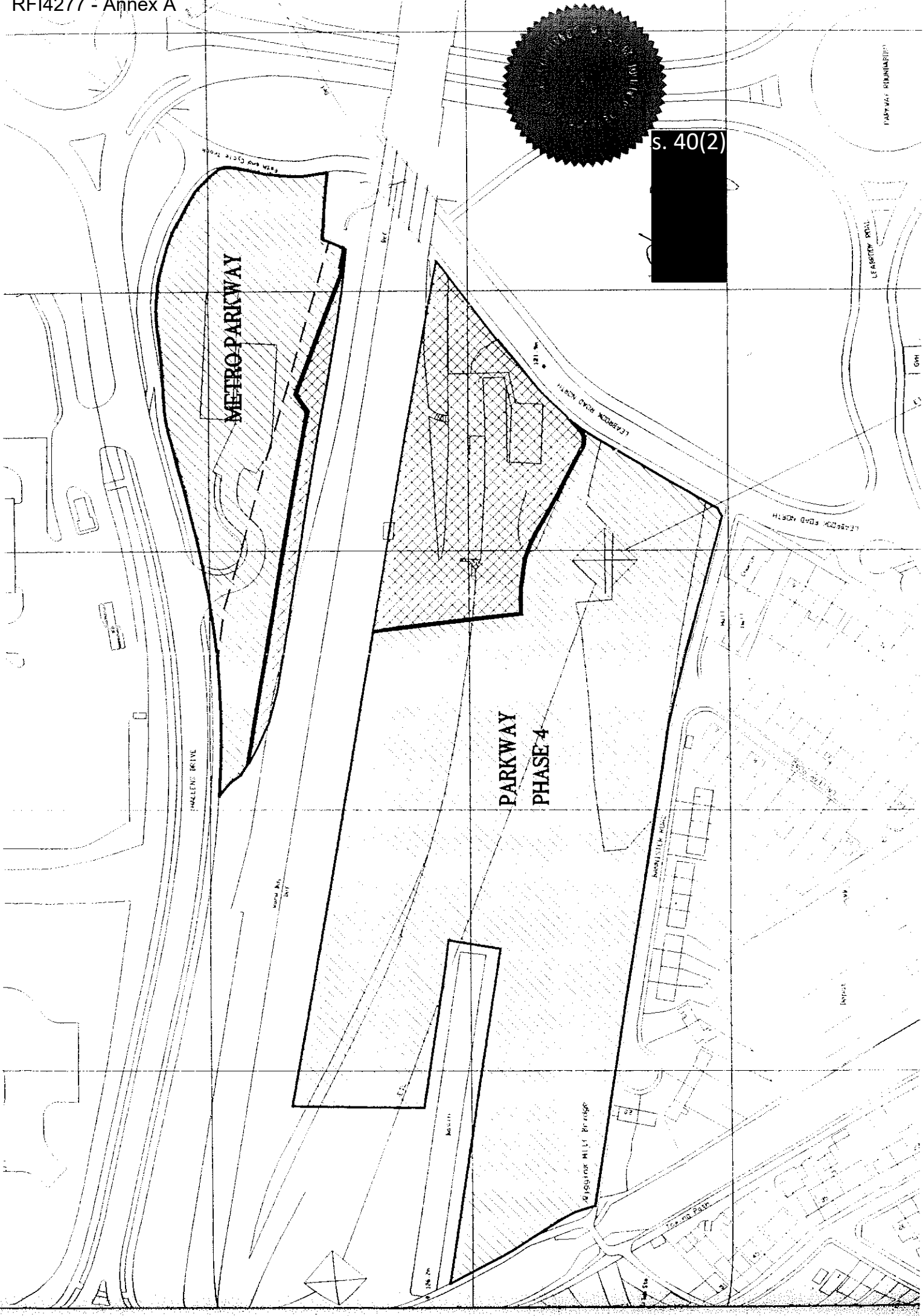
s. 40(2)

METRO-PARKWAY

PARKWAY  
PHASE 4

MALLEN DRIVE

Wigmore Hill Bridge



**the Transferee's Parkway Phase 4 Covenants** means those covenants on the part of the Transferee contained in the Fourth Schedule

1.2 Words importing the singular number shall include the plural number and vice versa and the masculine shall be deemed to include the feminine or neuter and the neuter shall include the masculine or feminine

1.3 Where there are two or more persons included in the expression "the Transferee" covenants and obligations expressed to be entered into by the Transferee shall be deemed to be entered into by such persons jointly and severally

1.4 Any covenant by the Transferee not to do any act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing

1.5 Headings to clauses in this Transfer shall not affect the construction of such clauses

1.6 Any reference to a clause or Schedule shall be construed as a reference to a clause or Schedule to this Transfer unless the contrary otherwise appears

2. TRANSFER

2.1 IN consideration of the Purchase Price (the receipt of which is acknowledged) the Corporation HEREBY TRANSFERS to the Transferee the Property TOGETHER WITH (for the benefit of Metro Parkway) the benefit of the Granted Metro Parkway Rights with Full Title Guarantee

2.2 For the purpose of Section 6(2)(a) of the Act all matters now recorded in the Registers open to public inspection are to be considered within the actual knowledge of the Transferee

2.3 The words "at his own cost" in Section 2(1)(b) of the Act shall not apply and the words "at the cost of the Transferee" shall be substituted

3. THE TRANSFEREE'S COVENANTS

**3. THE** Transferee **HEREBY COVENANTS** with the Corporation to observe and perform the Transferee's Metro Parkway Covenants and the Transferee's Parkway Phase 4 Covenants with the intention that:-

3.1 Subject to clause 3.3 the burden of such covenants shall run with and bind Metro Parkway and Parkway Phase 4 (respectively)

3.2 Subject to clause 3.3 the benefit of such covenants shall be annexed to and run with the Retained Land

3.3 In respect of the Parkway Phase 4 Covenants the Corporation hereby agrees with the purchaser that upon the Purchaser producing to the Corporation evidence to the Corporation's reasonable satisfaction that a minimum of 20,000 square feet gross external area of buildings has been constructed and is ready for occupation (excluding tenant's fitting out works) on Parkway Phase 4 the Corporation will promptly produce a certificate confirming firstly that the same has been built and secondly that the Parkway Phase 4 Covenants are released and as soon as reasonably practicable both parties shall apply jointly to H.M. Land Registry for the removal of any reference to the Parkway Phase 4 Covenants from the Charges Register of the title number relating to Parkway Phase 4 and shall use all reasonable endeavours to procure such removal

3.4 The Transferee shall not be liable for any breach of the Transferee's Covenants in respect of all or any part of the Property after it shall have parted with its interest in all or such parts of the Property

4. THE CENTRO CONVEYANCE AND THE FIRST CENTRO TRANSFER AND THE SECOND CENTRO TRANSFER

**4.1 THE** Corporation **HEREBY TRANSFERS** to the Transferee with Limited Title Guarantee all right title and interest now

vested in the Corporation in the land which is the subject matter of the Centro Conveyance

4.2 The Transferee HEREBY COVENANTS with the Corporation to observe and perform all of the restrictive and other covenants which affect the land which is the subject matter of the Centro Conveyance insofar as the same are still subsisting and capable of being enforced against the Corporation by virtue of the Centro Conveyance and to indemnify and keep indemnified the Corporation from and against all costs claims and demands in respect of any future breach or non-observance thereof

4.3 The Property is transferred subject to and with the benefit of the grants exceptions reservations covenants agreements and declarations contained or referred to in the First Centro Transfer and the Second Centro Transfer respectively insofar as the same affect or benefit the Property hereby transferred and are still subsisting and capable of being enforced

#### 5. THE MINESHAFT CONVEYANCE

5.1 THE Corporation with Limited Title Guarantee HEREBY TRANSFERS to the Transferee the Mineshafts which are the subject matter of the Mineshaft Conveyance

5.2 The Transferee HEREBY COVENANTS with the Coal Authority Licensed Operators (as defined in the Coal Authority Act 1994 or any statutory modification or re-enactment thereof for the time being in force) and (as a separate covenant) with the British Coal Corporation and the Corporation respectively to observe and perform and comply with those covenants contained in clauses 6, 7 and 8 of the Mineshaft Conveyance insofar as they relate to the Property and any shafts as defined in the aforesaid Conveyance situate within the Property AND FURTHER the Transferee shall indemnify and keep indemnified the Corporation against all actions costs claims and liabilities howsoever arising as a result of a breach or non-observance of any of the aforesaid conditions

5.3 The Transferee agrees that the Perpetuity Period applicable under the Rule against Perpetuities in relation to any of the covenants referred to in clause 6.2 above shall be of a duration equal to eighty years from the date hereof

6. THE COAL AUTHORITY COVENANTS

6.1 THE Transferee HEREBY COVENANTS with the Coal Authority Licensed Operators (as defined in the Coal Authority Act 1994 or any statutory modification or re-enactment thereof for the time being in force) and (as a separate covenant) with British Coal Corporation and the Corporation respectively to observe and perform and comply with those covenants contained in clauses 6, 7 and 8 of the Metro Parkway Coal Authority Conveyance insofar as the same relate to the Property and any shafts as defined in the aforesaid Conveyance situate within the Property AND FURTHER the Transferee shall indemnify and keep indemnified the Corporation against all actions costs claims and liabilities howsoever arising as a result of a breach or non-observance of any of the aforesaid matters

6.2 The Transferee agrees that the Perpetuity Period applicable under the Rule against Perpetuities in relation to any of the covenants referred to in clause 7.1 above shall be of a duration equal to eighty years from the date hereof

7. THE METRO LINE CONSENT

THE Property is sold subject to the provision of the Metro Line Consent insofar as they affect the Property and the Corporation HEREBY ASSIGNS to the Transferee the benefit of the covenants on the part of West Midlands Passenger Transport Executive contained in the Metro Line Consent insofar as they benefit the Property

8. LEABROOK CULVERT

8.1 THE Corporation HEREBY COVENANTS with the Transferee to maintain the Leabrook Culvert in good repair and condition until such time as the Leabrook Culvert shall be adopted by

the appropriate authority for maintenance at the public expense

8.2 The Transferee COVENANTS with the Corporation that it will (at the request and cost of the Corporation) enter into all such documents which the Transferee has approved (such approval not to be unreasonably withheld) as may be necessary to facilitate the adoption of the Leabrook Culvert by the appropriate authority for maintenance at the public expense

9. THE CANAL STRATEGY DEED

THE Property is sold subject to the provisions of the Canal Strategy Deed insofar as they relate to or affect the Property and the Corporation HEREBY ASSIGNS to the Transferee the benefit of the covenants on the part of British Waterways Board contained in the Canal Strategy Deed insofar as they benefit the Property

10. INDEMNITY

THE Transferee HEREBY COVENANTS with the Corporation that the Transferee and its successors in title will:-

10.1 observe and perform the covenants and conditions contained or referred to in the Charges Register of the above mentioned Title Numbers insofar as they relate to the Property and are still subsisting and capable of being enforced

10.2 observe and perform fully in accordance with their terms so far as aforesaid all of the obligations on the part of the Corporation contained in the Canal Strategy Deed

And will indemnify and keep fully and effectively indemnified the Corporation (and any successor body to the Corporation) from and against all actions proceedings claims costs and demands which may be incurred by the Corporation (or any successor body to the Corporation) in respect of any future breach or non-observance thereof insofar as the same are still subsisting or capable of enforcement and relate to or affect the Property

11. AGREEMENTS AND DECLARATIONS

11.1 EXCEPT for the Granted Metro Parkway Rights this Transfer does not include the benefit of any easement or right of way water drainage light air or other easement or right which would or might interfere with or restrict the free use of the Retained Land or any other land in the ownership of the Corporation adjoining the Property for building or for any other purposes whatsoever and this Transfer shall not be construed or operate as implying the grant of any such right

11.2 The expressions "the Corporation" and "the Transferee" shall where appropriate include their successors in title

11.3 The Perpetuity Period applicable to this Transfer shall be eighty years from the date hereof

12. DELIVERY

THIS document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

SCHEDULE 1

THE PROPERTY

ALL THOSE freehold parcels of land at Leabrook Road North Wednesbury Sandwell West Midlands being part of the land comprised in Title Numbers WM227032; WM557532 and WM574336 as the same are shown edged red on the Plan known as Metro Parkway and Parkway Phase 4 respectively

SCHEDULE 2

THE GRANTED METRO PARKWAY RIGHTS

All necessary rights of support shelter and protection from any adjoining land or building capable of providing the same

SCHEDULE 3

THE TRANSFEREE'S METRO PARKWAY COVENANTS

1. Not to do or omit to do in or upon Metro Parkway any act or thing which may be or become a nuisance or cause damage to

the owners or occupiers for the time being of the adjoining properties on Metro Parkway

2. Not to use or permit the use of Metro Parkway or any part or parts thereof for an illegal or immoral purpose

3. To maintain at all times in a neat and tidy condition and properly cultivated all grassed landscaped or otherwise planted areas upon the Metro Parkway and to replace any trees or plants thereof which shall die

SCHEDULE 4

THE TRANSFEREE'S PARKWAY PHASE 4 COVENANTS

1. Not to permit on that part of Parkway Phase 4 which lies to the north of the overhead electricity transmission lines crossing the site any open storage of goods or any other material at a height exceeding three metres from existing ground level (other than in the course of development of Parkway Phase 4)

2. Not to permit on that part of Parkway Phase 4 as lies to the south of the overhead electricity transmission lines crossing the Property any open storage of goods or materials at a height exceeding two metres from existing ground level (other than in the course of development of Parkway Phase 4)

3. Not to permit Parkway Phase 4 to be used for the storage of any refuse or other waste material other than incidental or ancillary to another principal use of the Property and in particular not to permit Parkway Phase 4 or any part or parts thereof to be used for the purposes of vehicle or mechanical plant dismantling and/or salvage and/or storage

(THE COMMON SEAL of BLACK COUNTRY  
(DEVELOPMENT CORPORATION was  
(hereunto affixed in the presence  
(of:-

Chairman/Member

Secretary



THE COMMON SEAL of ECHO ESTATES )  
LIMITED was hereunto affixed in the )  
presence of:- )

Director

Secretary

Consultant Warranty (Design  
+ Supervision) Parkway Ph 4

THE BOROUGH COUNCIL OF SANDWELL

- and -

---

DEED OF WARRANTY

- relating to -

---

BETWEEN: -

- (1) THE BOROUGH COUNCIL OF SANDWELL whose office is situate at Sandwell Council House, Oldbury, West Midlands, B69 3DE ("the Consultant")
- (2) whose registered office is situate at ("the Beneficiary" which expression shall include its successors in title and assigns) and

WHEREAS: -

- (A) By an appointment ("the Appointment") dated 15th April 1992 Black Country Development Corporation ("the Corporation") has appointed the Consultant to provide professional services in relation to the carrying out of reclamation ("the Works") at ("the Site") as more particularly provided in the Appointment.
- (B) The Beneficiary has as <sup>tenant/finder</sup> purchaser of parts of the Site shown edged red on the attached plan an interest in the Works.
- (C) Pursuant to the Appointment the Consultant has agreed to execute a Deed in the form of this Warranty Agreement in favour of the Beneficiary.

NOW THIS AGREEMENT WITNESSES that, in consideration of the payment of £1 (receipt whereof is hereby acknowledged) and without prejudice to the rights and obligations of the Consultant under any contract in respect of the Works to which the Consultant is a party, the following warranties and undertakings shall apply as between the Consultant and the Beneficiary:-

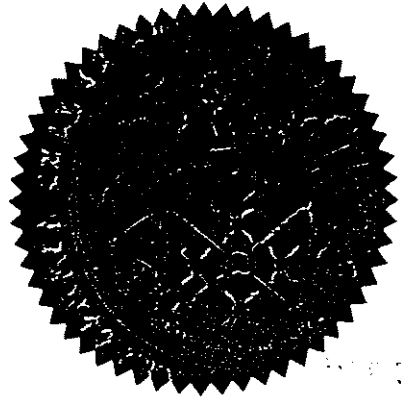
1. The Consultant warrants, acknowledges and undertakes that:-
  - 1.1 it owes a duty of care to the Beneficiary in the carrying out by the Consultant of its duties and responsibilities in respect of the Works under the Appointment and the Beneficiary shall be deemed to have relied upon the Consultant's professional skill and judgement in respect of such matters;
  - 1.2 it has exercised and shall continue to exercise all the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in carrying out work of a similar size, scope and complexity to the Works;
  - 1.3 it has exercised and shall continue to exercise all the reasonable skill, care and diligence aforesaid to see that, unless authorised by the Corporation in writing no materials or items generally known to be deleterious or

otherwise not in accordance with good engineering practice or techniques have been or shall be recommended or selected by the Consultant for use in relation to the Works and the Consultant will use all reasonable endeavours to ensure that no materials or items which after their recommendation or selection but before incorporation into the Works become generally known to be deleterious or otherwise not in accordance with good engineering practice or techniques are used in relation to the Works;

- 1.4 it has complied and shall continue to comply with the terms of and fulfil its obligations set out in the Appointment;
- 1.5 without prejudice to its obligations under this Agreement or otherwise at law, it will maintain professional indemnity insurance with a limit of indemnity of not less than one million pounds (£1 million) for each and every claim with an aggregate total in any one year not exceeding £2 million for so long as any liability may arise under this Agreement provided always that such insurance is available in the market at commercially reasonable rates and terms. As and when it is reasonably requested to do so by the Beneficiary the Consultant shall produce for inspection documentary evidence that its professional indemnity insurance hereunder is being maintained.
2. In so far as the Consultant controls the copyright, the Consultant hereby grants to the Beneficiary an irrevocable, non-exclusive and royalty-free licence to use and re-produce any plans, drawings, specifications, calculations, information and other documents prepared by the Consultant in relation to the Works and all amendments and additions thereto (whether in existence or to be made) for all purposes relating to the Works including (without limitation) the construction, completion, re-instatement, modification, extension, repair, use, letting, sale and advertisement of the Works. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties.
3. The provisions of this Agreement shall be without prejudice to any other right or remedy which the Beneficiary may have in tort or otherwise.
4. This Agreement shall be governed by and construed in accordance with English Law, and the parties hereby submit to the exclusive jurisdiction of the English Courts.
5. For the purposes of limitation of actions under the Limitations Act 1980, as amended, the limitation period applicable to this Deed shall be twelve years from the date the Certificate of Completion of the Works is issued or should have been issued in accordance with the contract for the carrying out of the works.

IN WITNESS WHEREOF the parties have executed this Deed the day and year first before written.

EXECUTED as a Deed but )  
not delivered until the )  
date hereof by affixing )  
THE COMMON SEAL of )  
THE METROPOLITAN )  
BOROUGH OF SANDWELL )  
in the presence of:- )



WARRANTY AGREEMENT

THIS WARRANTY AGREEMENT is made on ..... 19.....

BETWEEN :-

- (1) [ Brennan + Murphy Ltd ] whose registered office is at [ Granby Avenue, Garretts Green, Birmingham B33 0TJ ] ("the Contractor") and
- (2) [ ] whose registered office is at [ ] ("the Beneficiary")

WHEREAS :-

- (A) Black Country Development Corporation of Black Country House, Rounds Green Road, Oldbury, West Midlands, B69 2DG "the Corporation" has entered into an agreement ("the Contract") with the Contractor dated [ ] for the carrying out the land reclamation ("the Works") at the Wednesbury Steel Terminal ("the Site") on terms more particularly provided in the Contract.
- (B) The Beneficiary has as [purchaser/tenant] of [part of] the Site an interest in the Works.
- (C) Pursuant to the Contract the Contractor has agreed to execute a Deed in the form of this Warranty Agreement in favour of the Beneficiary.

NOW THIS AGREEMENT WITNESSETH that, in consideration of the payment of £1 (receipt whereof is hereby acknowledged) and without prejudice to the rights and obligations of the Contractor under any contract or sub-contract in respect of the Works to which the Contractor is a party, the following warranties and undertakings shall apply as between the Contractor and the Beneficiary:-

- 1. The Contractor warrants, acknowledges and undertakes that:-
  - 1.1 it owes a duty of care to the Beneficiary in the carrying out by the Contractor of its duties and responsibilities in respect of the Works;
  - 1.2 it has exercised and shall continue to exercise all the reasonable skill, care and diligence in the carrying out of the Works to be expected of a competent contractor experienced in carrying out work of a similar size, scope and complexity to the Works;
  - 1.3 it has complied and shall continue to comply with the terms of and fulfill its obligations under the Contract.



Metro Parkway - Allott + Comae  
Warranty Re Completion Report

[CONSULTANT]

- and -

[PURCHASER/TENANT]

---

DEED OF WARRANTY

- relating to -

---

NRF/DK/VBLEGAGR18  
1 June 1992



THIS DEED OF WARRANTY is made on

BETWEEN:-

- (1) [ ] whose registered office is [ ] ("the  
situate at [ ]  
Consultant")
- (2) [ *Allett + Lomax* ] whose registered office is  
situate at [ *Sheldon Court* ] ("the  
Beneficiary" which expression shall include its  
successors in title and assigns) and

WHEREAS:-

- (A) By an appointment ("the Appointment") dated [ ]  
Black Country Development Corporation ("the Corporation")  
has appointed the Consultant to provide professional  
services in relation to the carrying out of reclamation  
and infrastructure works ("the Works") at  
[ *Wagon Lane  
Country Road  
Sheldon Birmingham B26 3DO* ] ("the Site") as more  
particularly provided in the Appointment.
- (B) The Beneficiary has as [purchaser/tenant] of [part of]  
the Site an interest in the Works.
- (C) Pursuant to the Appointment the Consultant has agreed to  
execute a Deed in the form of this Warranty Agreement in  
favour of the Beneficiary.

NOW THIS AGREEMENT WITNESSES that, in consideration of the  
payment of £1 (receipt whereof is hereby acknowledged) and  
without prejudice to the rights and obligations of the  
Consultant under any contract in respect of the Works to which  
the Consultant is a party, the following warranties and  
undertakings shall apply as between the Consultant and the  
Beneficiary:-

1. The Consultant warrants, acknowledges and undertakes  
that:-
  - 1.1 it owes a duty of care to the Beneficiary in the carrying  
out by the Consultant of its duties and responsibilities  
in respect of the Works under the Appointment and the  
Beneficiary shall be deemed to have relied upon the  
Consultant's professional skill and judgement in respect  
of such matters;
  - 1.2 it has exercised and shall continue to exercise all the  
reasonable skill, care and diligence to be expected of a  
properly qualified and competent consultant experienced  
in carrying out work of a similar size, scope and  
complexity to the Works;
  - 1.3 it has exercised and shall continue to exercise all the  
reasonable skill, care and diligence aforesaid to see  
that, unless authorised by the Corporation in writing no  
materials or items generally known to be deleterious or  
otherwise not in accordance with good engineering  
practice or techniques have been or shall be recommended  
or selected by the Consultant for use in relation to the

Works and the Consultant will use all reasonable endeavours to ensure that no materials or items which after their recommendation or selection but before incorporation into the Works become generally known to be deleterious or otherwise not in accordance with good engineering practice or techniques are used in relation to the Works;

- 1.4 it has complied and shall continue to comply with the terms of and fulfil its obligations set out in the Appointment;
- 1.5 without prejudice to its obligations under this Agreement or otherwise at law, it will maintain professional indemnity insurance with a limit of indemnity of not less than one million pounds (£1 million) for each and every claim for so long as any liability may arise under this Agreement provided always that such insurance is available in the market at commercially reasonable rates and terms. As and when it is reasonably requested to do so by the Beneficiary the Consultant shall produce for inspection documentary evidence that its professional indemnity insurance hereunder is being maintained.
- 2. The Consultant hereby grants to the Beneficiary an irrevocable, non-exclusive and royalty-free licence to use and re-produce any plans, drawings, specifications, calculations, information and other documents prepared by the Consultant in relation to the Works and all amendments and additions thereto (whether in existence or to be made) for all purposes relating to the Works including (without limitation) the construction, completion, re-instatement, modification, extension, repair, use, letting, sale and advertisement of the Works. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties.
- 3. The provisions of this Agreement shall be without prejudice to any other right or remedy which the Beneficiary may have in tort or otherwise.
- 4. This Agreement shall be governed by and construed in accordance with English Law, and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 5. For the purposes of limitation of actions under the Limitations Act 1980, as amended, the limitation period applicable to this Deed shall be twelve years from the date the Certificate of Completion of the Works is issued or should have been issued in accordance with the contract for the carrying out of the works.

IN WITNESS WHEREOF the parties have executed this Deed the day and year first before written.

EXECUTED as a Deed but )  
 not delivered until the )  
 date hereof by affixing )  
 THE COMMON SEAL of )  
 )  
 in the presence of:- )

Memo Parkway - Allott + Lomas ~~Report~~  
Warranty Re Geotechnical Interpretive Report

DATED

19

(CONSULTANT)

- and -

(BENEFICIARY)

---

DEED OF WARRANTY

- relating to -

Site investigation at ..

---

THIS DEED OF WARRANTY is made on

19

BETWEEN:

- (1) ~~Allott & Lomax~~ LIMITED whose registered office is at ("the Beneficiary") and
- (2) The partners in Allott and Lomax (being the persons listed in the Schedule hereto) of Sheldon Court ("the Consultant")

WHEREAS:

- Wagon Lane  
Coventry Road, Sheldon  
Birmingham B26 3DU
- (A) By an appointment dated ("the Appointment") the Consultant was engaged by Black Country Development Corporation ("the Client") to carry out a site investigation at ("the Site") and to prepare a report thereon ("the Site Investigation Report").
- (B) The Beneficiary (has purchased/intends to purchase) the Site and in so doing has relied on the skill and judgement of the Consultant in preparing the Site Investigation Report.
- (C) Pursuant to the Appointment the Consultant has agreed to enter into this Agreement in favour of the Beneficiary.

NOW IT IS HEREBY AGREED that, in consideration of the payment of £1 by the Beneficiary to the Consultant (receipt of which is hereby acknowledged) and without prejudice to the Appointment, the following warranties and undertakings shall apply as between the Consultant and the Beneficiary:-

1. The Consultant warrants, acknowledges and undertakes to the Beneficiary that:-
  - 1.1 it owes a duty of care to the Beneficiary in the preparation of the Site Investigation Report pursuant to the Appointment including the factual accuracy of the information contained therein;
  - 1.2 it has exercised all the reasonable skill and care to be expected of a competent and experienced consultant in the preparation of the Site Investigation Report;
  - 1.3 without prejudice to its obligations under this Agreement or otherwise at law, it will maintain professional indemnity insurance with a limit of indemnity of not less than £( ) million for each and every claim for so long as any liability

may arise under this Agreement provided always that such insurance is available in the market at commercially reasonable rates and terms. As and when it is reasonably requested to do so by the Beneficiary the Consultant shall produce for inspection documentary evidence that its professional indemnity insurance hereunder is being maintained.

- 2. The Consultant hereby grants to the Beneficiary an irrevocable, non-exclusive and royalty-free licence to use and re-produce any plans, drawings, calculations, information and other documents prepared by the Consultant in relation to the Site for all purposes relating to the Site.
- 3. The provisions of this Agreement shall be without prejudice to any other right or remedy which the Beneficiary may have in tort or otherwise.
- 4. The Consultant acknowledges that the obligations and liabilities of the Partners therein under this Agreement are joint and several. This Agreement shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership.
- 5. This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the jurisdiction of the English Courts.
- 6. For the purposes of limitation of actions under the Limitations Act 1980, as amended, the limitation period applicable to this Deed shall be twelve years from the date of receipt of the Site Investigation Report by the client.

*This clause will be deleted/ amended if consultant is not a Partnership* PR-

IN WITNESS WHEREOF the parties have executed this Deed the day and year first before written.

EXECUTED as a Deed but )  
not delivered until the )  
date hereof by affixing )  
THE COMMON SEAL of )  
)  
in the presence of:- )

Consultants Warranty Metro Parkway  
Dames and Moore Lvestors Report

A

DATED \_\_\_\_\_

199

DAMES & MOORE

and

DEED OF WARRANTY

relating to

Patet Shaft (Plot 15)

THIS DEED OF WARRANTY is made on

199

BETWEEN: -

- (1) DAMES & MOORE whose place of business is at Booth House  
15-17 Church Street Twickenham Middlesex TW1 3NJ ("the  
Consultant"); and
- (2) \_\_\_\_\_ whose place of business is  
at \_\_\_\_\_  
("the Beneficiary" which expression  
shall include its successors in title and assigns)

WHEREAS: -

- (A) By an appointment ("the Appointment") dated  
Black Country Development Corporation ("the Corporation")  
has appointed the Consultant to provide professional  
services in relation to the review of investigation data  
(produced by others) and the preparation of a property  
investors report of December 1994 which assessed the  
contemporary potential for environmental liability and  
subsequent revisions as at March 1995 ("the Works") at  
*Patent Shaft* Wednesbury West Midlands ("the  
Site") as more particularly provided in the Appointment.
- (B) The Beneficiary has as purchaser of part of the Site an  
interest in the Works.
- (C) Pursuant to the Appointment the Consultant has agreed to  
execute a Deed in the form of this Warranty Agreement in  
favour of the Beneficiary.

NOW THIS AGREEMENT WITNESSES that in consideration of the  
payment of £1 (receipt whereof is hereby acknowledged) and  
without prejudice to the rights and the obligations of the  
Consultant under any contract in respect of the Works to which  
the Consultant is a party the following warranties and  
undertakings shall apply as between the Consultant and the  
Beneficiary: -

1. The Consultant warrants acknowledges and undertakes that:-
  - 1.1 it owes a duty of care to the Beneficiary in the carrying out of its duties and responsibilities in respect of the Works under the Appointment and the Beneficiary shall be deemed to have relied upon the Consultant's professional skill and judgment in respect of such matters;
  - 1.2 it has exercised and shall continue to exercise all the reasonable skill care and diligence to be expected of a properly qualified consultant experienced in carrying out work of a similar size scope and complexity to the Works;
  - 1.3 it has complied and shall continue to comply with the terms of and fulfil its obligations set out in the Appointment;
  - 1.4 without prejudice to its obligations under this Agreement or otherwise at law it will maintain professional indemnity insurance with a limit of indemnity of one million pounds (£1 million) for each and every claim and annual aggregate for so long as any liability may arise under this Agreement provided always that such insurance is available in the market at commercially reasonable rates and terms. As and when reasonably requested to do so by the Beneficiary the Consultant shall produce for inspection documentary evidence that its professional indemnity insurance hereunder is being maintained.
2. The Consultant hereby grants to the Beneficiary an irrecoverable non-exclusive and royalty-free licence to use and reproduce any plans drawings specifications calculations information and other documents prepared by the Consultant in relation to the Works and all amendments and additions thereto (whether in existence or to be made) for their originally intended purposes relating to the Works.



3. This Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.
4. For the purposes of limitations of actions under the Limitations Act 1980 as amended the limitation period applicable to this Deed shall be twelve years from the date the Certificate of Completion of the Works is issued or should have been issued in accordance with the contract for the carrying out of the Works.

IN WITNESS whereof the parties have executed this Deed the day and year first before written.

SIGNED as a Deed by            )  
DAMES & MOORE in the        )  
presence of:-                    )

Director

Director/Secretary

**Dated** **199**

( **Name** )

**to**

**Severn Trent Water Limited**

# **Deed of Grant**

**of an Easement relating to a sewer under land at**

**in the County of West Midlands**

14

County and District:

Place:

Title Number:

**THIS DEED OF GRANT** is made the \_\_\_\_\_ day of  
One Thousand Nine Hundred and \_\_\_\_\_

**BETWEEN:**

1 "The Grantor":

2 "The Mortgagee":

3 "The Undertaker": SEVERN TRENT WATER LIMITED whose registered office is  
situate at 2297 Coventry Road Birmingham B26 3PU

**WHEREAS:**

(1) The Grantor is the Registered Proprietor under Title Number of the strip of land  
(hereinafter called "the strip of land") described in the First Schedule hereto subject  
only as mentioned (if at all) in the Charges Register to such title and in particular

or (1) The Grantor is seised (inter alia) for an estate in fee simple in possession free from  
incumbrances of the strip of land (hereinafter called "the strip of land") described in  
the First Schedule hereto save that the same is subject to a mortgage/charge  
(hereinafter called "the Mortgage") dated the \_\_\_\_\_ day of  
One Thousand Nine Hundred and \_\_\_\_\_ made between the Grantor  
of the one part and \_\_\_\_\_ of the other part the benefit whereof is vested  
in the Mortgagee

(2) The Undertaker is for the purposes of the Water Industry Act 1991 a water/sewerage  
undertaker and Clause 4(1) hereof will be construed accordingly

(3) The Undertaker desires to retain use and maintain certain apparatus and ancillary  
works hereinafter described or referred to in under through over or above the strip of

land pursuant to its powers under the Water Industry Act 1991 and every other power enabling it in that respect

- (4) The Grantor has agreed to grant rights and easements herein specified in respect thereof for the benefit of the undertaking of the Undertaker and every part thereof
- (5) It has been agreed that the Grantor and the Undertaker shall enter into the covenants on his and its parts respectively as hereinafter contained
- (6) In this Deed the following words where the context so admits shall have the following meanings:
  - (a) "The Grantor" and "The Undertaker" shall include their successors in title and assigns
  - (b) "The Apparatus" means a sewer being underground pipes (hereinafter called "the Pipe") together with all tunnels conduits manholes inspection chambers hydrants meters valves surface covers electric cables controls or other accessories embankments discharge structures and apparatus necessary to establish telegraphic telephonic or other electrical communication for the purposes of the licensed undertakings of the Undertaker and any duct cable or pipe therefor and any works ancillary to any of the items in this paragraph and necessary and expedient in relation to the exercise of the rights herein granted
  - (c) Words importing gender shall include any gender and words importing the singular or plural number only shall unless the contrary intention appears include the other and where two or more persons constitute the Grantor all covenants by the Grantor shall be deemed to be joint and several covenants respectively
- (7) The black line upon the plan annotated the Culverted Leabrook annexed hereto (hereinafter referred to as "the Plan") shall for purposes of identification denote the approximate location of the Pipe

**NOW THIS DEED WITNESSES** as follows:

- 1 IN pursuance of the said agreement and in consideration of the sum of One pound (£1.00) paid by the Undertaker to the Grantor (the receipt whereof the Grantor hereby acknowledges) and of the Undertaker's covenants hereinafter contained the Grantor (to the intent that the rights and easements hereby granted shall be appurtenant to all such lands and hereditament used and occupied by the Undertaker for the purpose of

its statutory undertaking as are accommodated by the said rights and easements and to each and every part of such land and hereditament) hereby grants with full/limited title guarantee unto the Undertaker THE perpetual easements rights powers and privileges described in the Second Schedule hereto (and referred to hereafter as "the Rights") TO HOLD such perpetual easements rights powers and privileges hereby granted unto the Undertaker in fee simple

2 THE Undertaker hereby covenants with the Grantor as appears in the Third Schedule hereto

3 THE Grantor to the intent that the burden of this covenant may run with the strip of land and so as to bind (as far as practicable) the strip of land into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and undertaking of the Undertaker and each and every part thereof capable of being so benefited or protected but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor shall have parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker that the Grantor will at all times hereafter observe and perform the restrictive and other covenants in respect of the strip of land set out in the Fourth Schedule hereto

4 IT is hereby agreed and declared between parties hereto as follows

- (1) The Dominant Tenement to which the Rights are appurtenant is the undertaking of the Undertaker within its area as particularised in a document dated the twenty-fourth day of August one thousand nine hundred and eighty-nine and entitled "Instrument of Appointment by the Secretary of State for the Environment of Severn Trent Water Limited as a water and sewerage undertaker under the Water Act 1989" and the properties and rights forming part thereof
- (2) Any dispute arising between the parties hereto shall unless the terms hereof or any statute or order otherwise requires) be determined in default of agreement<sup>a</sup> by a single arbitrator to be agreed upon between the parties hereto or failing agreement to be appointed at the request of either party by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-

enactment thereof for the time being in force

- (3) The Undertaker shall not be liable to make any payment in respect of any diminution in the value of the interest of a tenant or other occupier of the strip of land by reason of the provisions of this Deed or the exercise of the Rights and the Grantor shall bear without recompense by the Undertaker any reduction in rent or money for use and occupation in respect of any such diminution
- (4) Nothing contained in covenants given by the Undertaker in this Deed shall in any way impose upon the Undertaker any liability whatsoever whether to pay compensation for any act matter or thing in respect of which the Undertaker enjoys any immunity whether by reason of its statutory powers or otherwise
- (5) The Undertaker may designate the Pipe as a surface water sewer foul sewer disposal main and from time to time at its own discretion and taking into account the operational needs of its said undertaking from time to time alter such designation
- (6) If the Grantor shall serve notice upon the Undertaker by virtue of Section 185 of the Water Industry Act 1991 requiring that the Apparatus (or such part thereof as shall for the purposes of the Section be a "relevant pipe") be altered or removed whether in whole or in part then
  - (a) the Undertaker may as a condition of its compliance with such notice require the Grantor to make available for the Apparatus an alternative location within his own land or elsewhere which is acceptable to the Undertaker in accordance with good water engineering practice at the date of the said notice; and
  - (b) the Grantor will grant or secure the grant to the Undertaker (and at no cost to the Undertaker) of a Deed of Grant in like terms as the present for the protection of such of the Apparatus as shall be altered or removed by virtue of the said notice

[5] FOR the purposes of this Deed the Mortgagee

- (1) shall include the party so defined and its successors in title and assigns
- (2) (if and insofar as the same shall be necessary) consents to the payment to the Grantor of the monies referred to in clause 1 hereof and to the giving by the

Grantor of the covenants contained or referred to in clause 3 hereof

(3) consents to the granting by the Grantor of the rights as Mortgagee both under the Mortgage and all other securities (if any) which the Mortgagee may hold in relation to (inter alia) the strip of land or any part of the same

(4) hereby acknowledges the right of the Undertaker to production of the documents mentioned in the Fifth Schedule hereto (possession of which documents are retained by the Mortgagee) and to delivery of copies thereof]

[6 THE GRANTOR HEREBY COVENANTS with the Undertaker that the Grantor will as soon as the documents specified in the Fifth Schedule hereto or any of them shall come into his possession give a statutory undertaking for their safe custody and that in the meantime the Mortgagee and his successors in title will keep the said documents safe whole and undefaced (fire and other inevitable accident excepted)]

6. THE Grantor hereby acknowledges the right of the Undertaker to production of the documents specified in the Fifth Schedule hereto (possession of which is retained by the Grantor) and to delivery of copies thereof and hereby undertakes with the Undertaker for the safe custody thereof

7 IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000

8 WE HEREBY CERTIFY that this instrument falls within category J in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

EXECUTED by the parties hereto as a Deed but not delivered until the day and year first before written

**THE FIRST SCHEDULE referred to  
"The Strip of Land"**

All that piece or parcel of land situate at \_\_\_\_\_ in the County of the West Midlands shown for the purposes of identification only upon the Plan coloured pink having a total width of 10 metres being one half thereof to each side of the centreline of the pipe

**THE SECOND SCHEDULE referred to**

**“The Rights”**

- (a) The right of having retaining using inspecting the condition of reconstructing replacing relaying altering maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the strip of land in the approximate position shown on the Plan
- (b) The right of having and enjoying the free flow and passage of water with or without other matter by means of the Pipe as existing from time to time in through under over or upon the strip of land and to discharge therefrom into any ditch or watercourse within or adjacent to the strip of land
- (c) For the purposes hereof and in particular for the purposes mentioned in paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the strip of land by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Grantor (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Grantor’s adjoining land
- (d) The right of erecting on the strip of land and maintaining any necessary markers indicating the strip of land or the position of the Apparatus
- (e) The right in exercising the said rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable and to take away from the strip of land for its own use all subsoil found surplus to requirements after any necessary excavation and tipping has been undertaken and surface damage has been made good in accordance with the covenants on the part of the undertaker hereinafter contained
- (f) <sup>4</sup> The right of fencing or severing off such part of the strip of land from the adjoining and adjacent land of the Grantor as shall be necessary and for so long as may be necessary during and for the purpose of the execution by the Undertaker of any of the works or operations hereby authorised



- (g) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Grantor
- (h) The right to remove all or any trees and shrubs growing in the strip of land and any walls hedges and fences thereon

**THE THIRD SCHEDULE referred to**

**“The Undertaker’s Covenants”**

- 1 From time to time and without any unnecessary delay at its own cost to make good so far as may be practicable any damage done or occasioned to the strip of land by reason of the exercise of the Rights
- 2 To pay proper compensation for any damage to or injurious affection of the strip of land (insofar as the same has not been so made good) by reason of the exercise of the Rights or any of them and for any loss necessarily sustained by the Grantor from any such damage or injurious affection such compensation in default of agreement to be referred to arbitration as herein provided PROVIDED however that in the event of the Undertaker removing all or any trees or shrubs growing in the strip of land by virtue either of the roots of such trees or shrubs entering the pipe or placing at risk the Apparatus or any part thereof or believed or anticipated so to do then the Undertaker will not be under any duty to compensate whether by replacing the said trees or shrubs or financially
- 3 At all times to save harmless and indemnify the Grantor from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses in respect of or arising out of the exercise of the Rights EXCEPT any such claims demands losses and expenses arising from any act or default of the Grantor PROVIDED THAT the Grantor shall give immediate notice to the Undertaker of every claim made against the Grantor which the Grantor considers is covered by this indemnity and shall not make any admission of liability thereto or settle or compromise any such claim or demand without the consent in writing of the Undertaker

**THE FOURTH SCHEDULE referred to**

**“The Grantor’s Covenants”**

- (a) Not to use or permit or knowingly suffer to be used the strip of land or any adjoining or adjacent land of the Grantor for any purpose or to permit or knowingly suffer anything thereon which may endanger injure or damage the Apparatus or the quality of water or other matter therein or interfere with the free flow and passage thereof or any means of communication along or through the same or otherwise impede hinder or interfere with the exercise of the Rights by the Undertaker and in particular but without prejudice to the generality of the foregoing:
- (i) not to erect construct or place or permit or knowingly suffer to be erected constructed or placed upon under or over the strip of land any building wall or other structure or erection or any work of any kind whether permanent or temporary or carry out or permit or knowingly suffer to be carried out thereon any development within the meaning of the Town & Country Planning Act 1990 or any Order made thereunder or any Act or Order amending or replacing the same and for the time being in force Provided Always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character
  - (ii) not to permit or knowingly suffer anything in on or under the strip of land or any adjoining land of the Grantor which may withdraw support from the Apparatus
- (b) Not to use the surface of the strip of land otherwise than for landscaping (but not for the planting of trees or shrubs) open space or as a car park or service yard or for any one or more such purposes and in particular (but without prejudice to the foregoing) no pipes wires cables posts poles timber stone or materials or substances shall be erected placed or constructed thereon or thereunder except fences constructed with such gates or openings as may admit of the free exercise by the Undertaker of the Rights PROVIDED always that the foregoing prohibitions shall not apply to any now existing streets car parks hardstanding roads sewers drains pipes cables or wires in upon or over the strip of land or so as to prevent the construction in the future (subject to the prior written consent of the Undertaker which shall not be unreasonably

withheld or delayed) of any street or road car park hardstanding sewer drain pipe cable or wire across the Apparatus if and so long as the same shall be so constructed or placed at an angle of not less than forty five degrees formed by any such street road sewer drainpipe cable or wire and the Apparatus PROVIDED FURTHER that such user of the surface and also any user by the Grantor of the subsoil are in all respects to be subservient and subject to the exercise by the Undertaker of the Rights and shall not be allowed to interfere with the exercise by the Undertaker of the same or of any of them or with the works operations or property of the Undertaker in connection therewith

- (c) Not to alter or permit or knowingly suffer to be altered the level of the surface of the strip of land whether by excavation tipping or deposit of soil or other materials or otherwise
- (d) Nothing shall be done used or permitted within the strip of land which may endanger or damage the Apparatus or render access thereto more difficult or expensive and in particular (without prejudice to the generality) not to allow any piling operations therein
- (e) To advise any tenant for the time being of the strip of land of the existence of the Apparatus and of this deed and its contents insofar as the same relate to his occupancy and enjoyment of the strip of land

**THE FIFTH SCHEDULE referred to  
"List of Documents"**

<b>DATE</b>	<b>DOCUMENT</b>	<b>PARTIES</b>
-------------	-----------------	----------------

4.

SIGNED and DELIVERED )

by the said )

in the presence of: )

SIGNED and DELIVERED )

by the said )

in the presence of: )

THE COMMON SEAL of )

was hereunto affixed in the )

presence of: )

THE COMMON SEAL of )

was hereunto affixed in the )

presence of: )

THE COMMON SEAL of )

SEVERN TRENT WATER LIMITED )

was hereunto affixed in the )

presence of: )

Authorised Signatory

DATED \_\_\_\_\_ 199

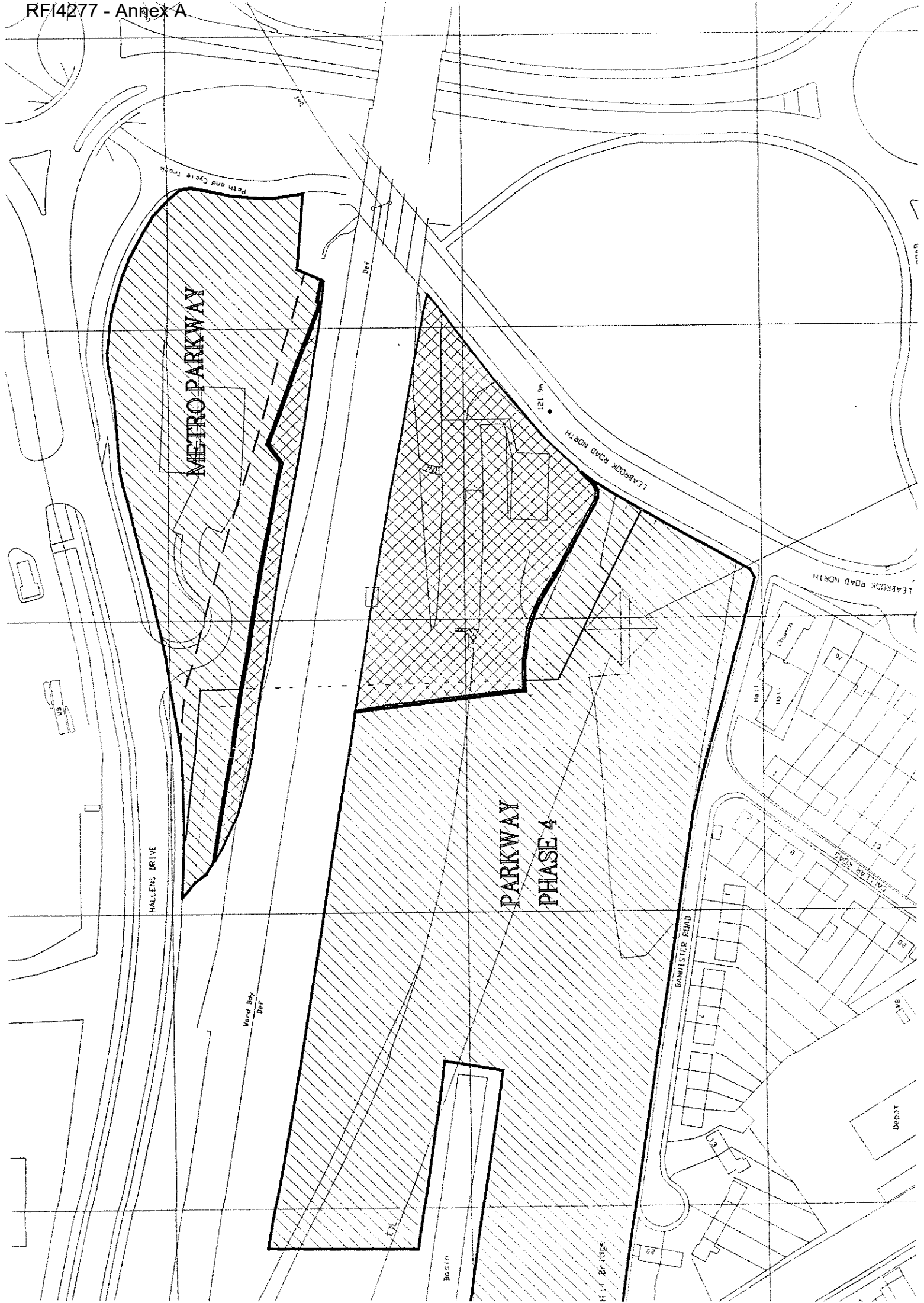
- to -

SEVERN TRENT WATER LIMITED

...Draft

## **DEED OF GRANT**

of an easement relating to a  
sewer under land at  
in the County of West Midlands

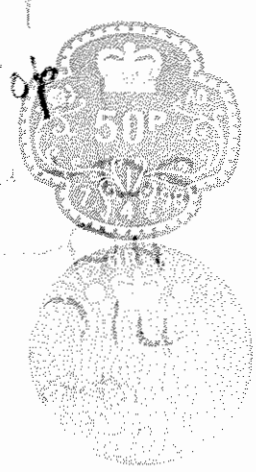


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**H.M. LAND REGISTRY**  
**LAND REGISTRATION ACTS 1925 TO 1986**  
**TRANSFER OF PART**

**COUNTY AND DISTRICT** : **WEST MIDLANDS - SANDWELL**  
**CORPORATION'S TITLE NUMBERS** : **WM227032 and WM557532**  
**PROPERTY** : **Land at Leabrook Road North**  
**Wednesbury Sandwell West Midlands**  
**(known as Metro Parkway)**  
**DATED** : **20<sup>th</sup> March 1998**

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Transfer the following words and expressions shall have the following meanings unless inconsistent with the context:-

the Act	means the Law of Property (Miscellaneous Provisions) Act 1994
the Centro Transfer	means a Transfer dated the 31st December 1997 made between the Black Country Development Corporation (1) and West Midlands Passenger Transport Executive (2) of land in Title Number WM227032 adjoining Metro Parkway
the Corporation	<b>BLACK COUNTRY DEVELOPMENT CORPORATION</b> of Black Country House Rounds Green Road Oldbury West Midlands B69 2DG and includes any successor in title to the Corporation or any successor body to the Corporation
the Granted Metro Parkway Rights	means those rights granted for the benefit of Metro Parkway which are set out in the Second Schedule
the Leabrook Culvert	means the culvert running beneath the Property and adjoining land the approximate position of which is indicated by a broken yellow line on the Plan
the Metro Line Consent	means a Deed dated 24th February 1997 made between Black Country Development Corporation (1) and West Midlands Passenger Transport Executive (2)
the Metro Parkway Coal Authority Conveyance	means a Conveyance dated 10th day of March 1995 made between the Coal Authority (1) British Coal Corporation (2) the Corporation (3) referred to in Entry Number 6 of the Charges Register of Title Number WM557532
the Plan	means the plan annexed hereto
the Property	the property described in the First Schedule hereto

- the Purchase Price means the sum of **ONE HUNDRED AND NINETY THOUSAND POUNDS (£190,000.00)** together with **THIRTY THREE THOUSAND TWO HUNDRED AND FIFTY POUNDS (£33,250.00)** being the Value Added Tax thereon
- the Transferee **ECHO ESTATES LIMITED** whose Registered Office is at 100 Dudley Road East Oldbury Sandwell West Midlands B69 3DY (Company Registration Number 786365)
- the Transferee's Metro Parkway Covenants means those covenants on the part of the Transferee contained in the Third Schedule
- 1.2 Words importing the singular number shall include the plural number and vice versa and the masculine shall be deemed to include the feminine or neuter and the neuter shall include the masculine or feminine
- 1.3 Where there are two or more persons included in the expression "the Transferee" covenants and obligations expressed to be entered into by the Transferee shall be deemed to be entered into by such persons jointly and severally
- 1.4 Any covenant by the Transferee not to do any act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing
- 1.5 Headings to clauses in this Transfer shall not affect the construction of such clauses
- 1.6 Any reference to a clause or Schedule shall be construed as a reference to a clause or Schedule to this Transfer unless the contrary otherwise appears

## **2 TRANSFER**

- 2.1 In consideration of the Purchase Price (the receipt of which is acknowledged) the Corporation **HEREBY TRANSFERS** to the Transferee the Property **TOGETHER WITH** the benefit of the Granted Metro Parkway Rights with Full Title Guarantee
- 2.2 For the purpose of Section 6(2)(a) of the Act all matters now recorded in the Registers open to public inspection are to be considered within the actual knowledge of the Transferee
- 2.3 The words "at his own cost" in Section 2(1)(b) of the Act shall not apply and the words "at the cost of the Transferee" shall be substituted

## **3 THE TRANSFEREE'S COVENANTS**

THE TRANSFEREE **HEREBY COVENANTS** with the Corporation to observe and perform the Transferee's Metro Parkway Covenants with the intention that:-

- 3.1 The burden of such covenants shall run with and bind the Property
- 3.2 The benefit of such covenants shall be annexed to and run with the Retained Land
- 3.3 The Transferee shall not be liable for any breach of the Transferee's Covenants in respect of all or any part of the Property after it shall have parted with its interest in all or such parts of the Property



#### **4 THE CENTRO TRANSFER**

The Property is transferred subject to and with the benefit of the grants exceptions reservations covenants agreements and declarations contained or referred to in the Centro Transfer insofar as the same are still subsisting and capable of being enforced

#### **5 THE COAL AUTHORITY COVENANTS**

- 5.1 The Transferee **HEREBY COVENANTS** with the Coal Authority Licensed Operators (as defined in the Coal Authority Act 1994 or any statutory modification or re-enactment thereof for the time being in force) and (as a separate covenant) with British Coal Corporation and the Corporation respectively to observe and perform and comply with those covenants contained in clauses 6, 7 and 8 of the Metro Parkway Coal Authority Conveyance insofar as the same relate to the Property and any shafts as defined in the aforesaid Conveyance situate within the Property AND FURTHER the Transferee shall indemnify and keep indemnified the Corporation against all actions costs claims and liabilities howsoever arising as a result of a breach or non-observance of any of the aforesaid matters
- 5.2 The Transferee agrees that the Perpetuity Period applicable under the Rule against Perpetuities in relation to any of the covenants referred to in clause 7.1 above shall be of a duration equal to eighty years from the date hereof

#### **6 THE METRO LINE CONSENT**

The Property is sold subject to the provision of the Metro Line Consent insofar as they affect the Property and the Corporation **HEREBY ASSIGNS** to the Transferee the benefit of the covenants on the part of West Midlands Passenger Transport Executive contained in the Metro Line Consent insofar as they benefit the Property

#### **7 LEABROOK CULVERT**

- 7.1 The Corporation **HEREBY COVENANTS** with the Transferee to maintain the Leabrook Culvert in good repair and condition until such time as the Leabrook Culvert shall be adopted by the appropriate authority for maintenance at the public expense
- 7.2 The Transferee **COVENANTS** with the Corporation that it will (at the request and cost of the Corporation) enter into all such documents which the Transferee has approved (such approval not to be unreasonably withheld) as may be necessary to facilitate the adoption of the Leabrook Culvert by the appropriate authority for maintenance at the public expense

#### **8 INDEMNITY**

The Transferee **HEREBY COVENANTS** with the Corporation that the Transferee and its successors in title will observe and perform the covenants and conditions contained or referred to in the Charges Register of the above mentioned Title Numbers insofar as they relate to the Property and are still subsisting and capable of being enforced

#### **9 AGREEMENTS AND DECLARATIONS**

- 9.1 **EXCEPT** for the Granted Metro Parkway Rights this Transfer does not include the benefit of any easement or right of way water drainage light air or other easement or right which would or might interfere with or restrict the free use of the Retained Land or any other land in the ownership of the Corporation adjoining the Property for building or for any other purposes whatsoever and this Transfer shall not be construed or operate as implying the grant of any such right

9.2 The expressions "the Corporation" and "the Transferee" shall where appropriate include their successors in title

9.3 The Perpetuity Period applicable to this Transfer shall be eighty years from the date hereof  
10 It is certified that: 10.1 the transaction effected by this Transfer and by a transfer of even date relating to land known as Parkway Phase 4 does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £500,000.

**10 DELIVERY**

This document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

*\* 10.2 this Transfer is entered into pursuant to an Agreement for sale dated 6 March 1998.*

**SCHEDULE 1  
THE PROPERTY**

ALL THOSE freehold parcels of land at Leabrook Road North Wednesbury Sandwell West Midlands being part of the land comprised in Title Numbers WM227032 and WM557532 as the same are shown edged red on the Plan known as Metro Parkway

**SCHEDULE 2  
THE GRANTED METRO PARKWAY RIGHTS**

All necessary rights of support shelter and protection from any adjoining land or building capable of providing the same

**SCHEDULE 3  
THE TRANSFEEE'S METRO PARKWAY COVENANTS**

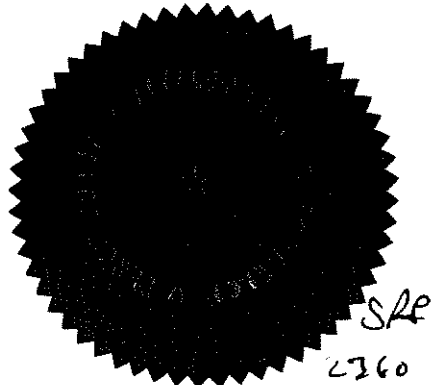
- 1 Not to do or omit to do in or upon Metro Parkway any act or thing which may be or become a nuisance or cause damage to the owners or occupiers for the time being of the adjoining properties on Metro Parkway
- 2 Not to use or permit the use of Metro Parkway or any part or parts thereof for an illegal or immoral purpose
- 3 To maintain at all times in a neat and tidy condition and properly cultivated all grassed landscaped or otherwise planted areas upon the Metro Parkway and to replace any trees or plants thereof which shall die

THE COMMON SEAL of BLACK COUNTRY DEVELOPMENT CORPORATION was hereunto affixed. }  
in the presence of:

Chairman/Member

*Chief Greenline*  
Secretary

**s. 40(2)**



21002

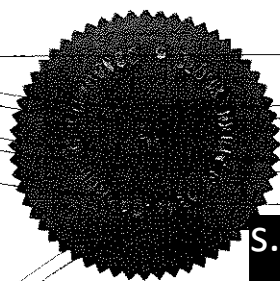
THE COMMON SEAL of ECHO  
ESTATES LIMITED was hereunto  
affixed in the presence of:



Director

s. 40(2)

Secretary



s. 40(2)

METRO PARKWAY

PARKWAY  
PHASE 4

MILLERS DRIVE

100m

100m

100m

100m

100m

100m

100m

100m

100m

100m

100m

100m

100m

100m

100m

100m

PARKWAY CONTINUED

LEARNER DRIVE

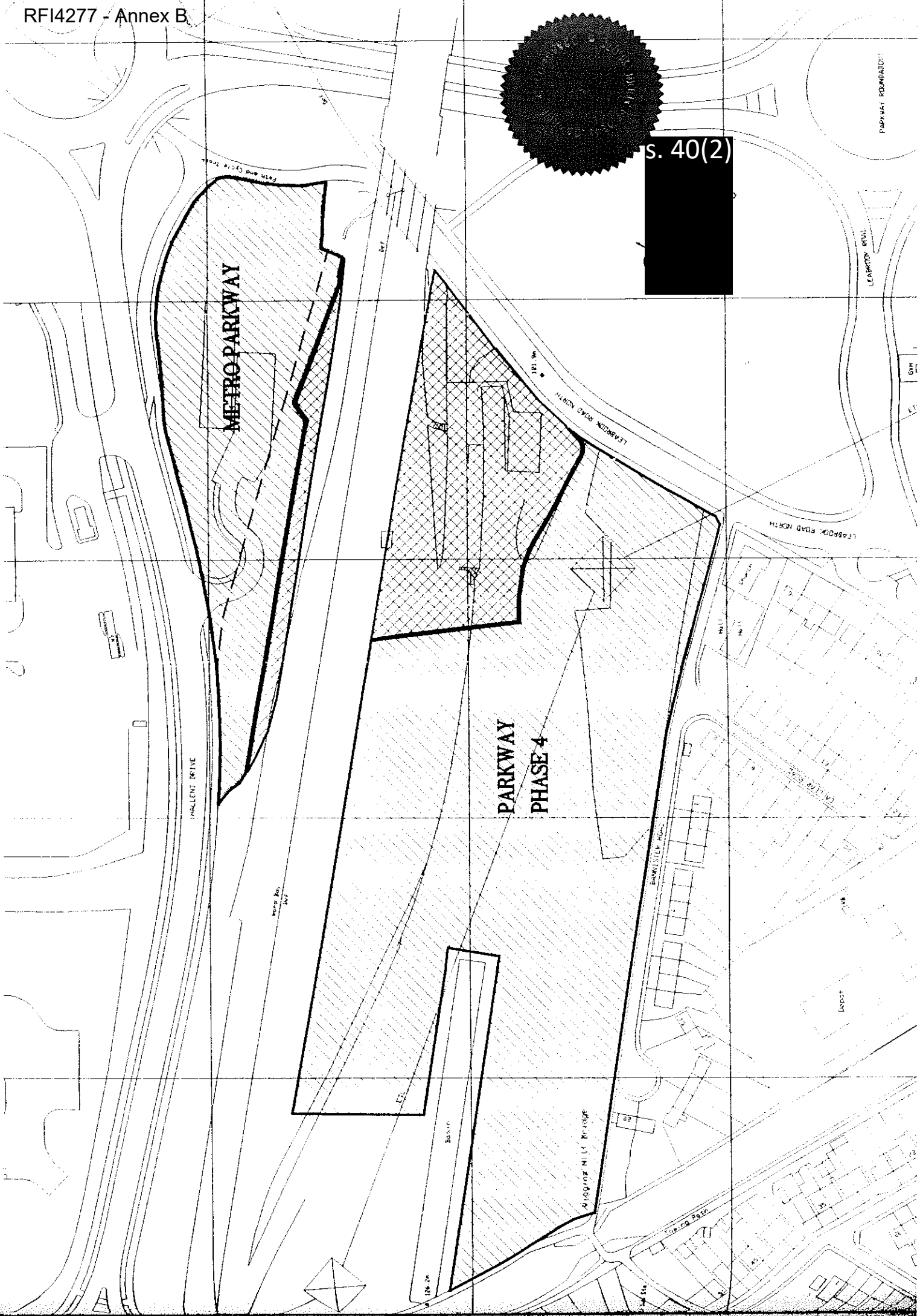
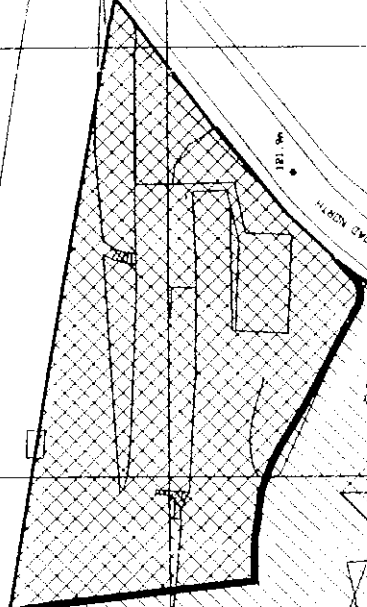
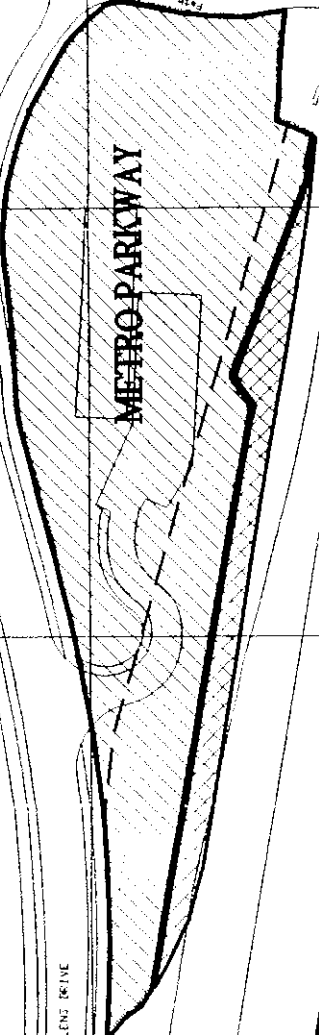
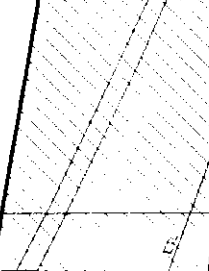
LEARNER ROAD NORTH

LEARNER ROAD NORTH

BRANWICK ROAD

WATERMILL BRIDGE

Town Path



Be 7/1/98

H.M. LAND REGISTRY  
LAND REGISTRATION ACTS 1925 TO 1986  
TRANSFER OF PART

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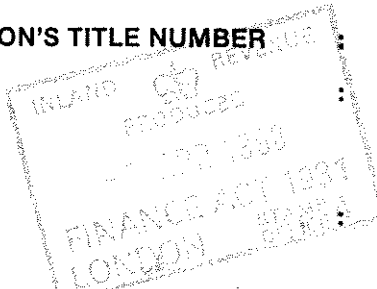
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**COUNTY AND DISTRICT** : WEST MIDLANDS - SANDWELL

**CORPORATION'S TITLE NUMBER** : WM574336

**PROPERTY** : Land at Leabrook Road North  
Wednesbury Sandwell West Midlands  
(known as Parkway Phase 4)

**DATED** : 20<sup>th</sup> March 1998



## 1 DEFINITIONS AND INTERPRETATION

1.1 In this Transfer the following words and expressions shall have the following meanings unless inconsistent with the context:-

the Act	means the Law of Property (Miscellaneous Provisions) Act 1994
the Canal Strategy Deed	means a Deed dated the 26th day of March 1997 made between the Corporation (1) and British Waterways Board (2)
the Centro Transfer	means a Transfer dated the 31st December 1997 made between the Black Country Development Corporation (1) and West Midlands Passenger Transport Executive (2) of land in Title Number WM574336 adjoining Parkway Phase 4
the Corporation	<b>BLACK COUNTRY DEVELOPMENT CORPORATION</b> of Black Country House Rounds Green Road Oldbury West Midlands B69 2DG and includes any successor in title to the Corporation or any successor body to the Corporation
the Leabrook Culvert	means the culvert running beneath the Property and adjoining land the approximate position of which is indicated by a broken yellow line on the Plan
the Metro Line Consent	means a Deed dated 24th February 1997 made between Black Country Development Corporation (1) and West Midlands Passenger Transport Executive (2)
the Mineshaft Conveyance	means a Conveyance dated the 28th day of January 1998 made between the Coal Authority (1) and the Corporation (2) of two treated mineshafts located on Parkway Phase 4
the Plan	means the plan annexed hereto
the Property	the property described in the First Schedule hereto

the Purchase Price	means the sum of <b>TWO HUNDRED THOUSAND POUNDS (£200,000) TOGETHER WITH</b> thirty five thousand pounds (£35,000.00) being the Value Added Tax thereon
the Transferee	<b>ECHO ESTATES LIMITED</b> whose Registered Office is at 100 Dudley Road East Oldbury Sandwell West Midlands B69 3DY (Company Registration Number 786365)
the Transferee's Parkway Phase 4 Covenants	means those covenants on the part of the Transferee contained in the Second Schedule

- 1.2 Words importing the singular number shall include the plural number and vice versa and the masculine shall be deemed to include the feminine or neuter and the neuter shall include the masculine or feminine
- 1.3 Where there are two or more persons included in the expression "the Transferee" covenants and obligations expressed to be entered into by the Transferee shall be deemed to be entered into by such persons jointly and severally
- 1.4 Any covenant by the Transferee not to do any act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing
- 1.5 Headings to clauses in this Transfer shall not affect the construction of such clauses
- 1.6 Any reference to a clause or Schedule shall be construed as a reference to a clause or Schedule to this Transfer unless the contrary otherwise appears

## **2 TRANSFER**

- 2.1 In consideration of the Purchase Price (the receipt of which is acknowledged) the Corporation **HEREBY TRANSFERS** to the Transferee the Property with Full Title Guarantee
- 2.2 For the purpose of Section 6(2)(a) of the Act all matters now recorded in the Registers open to public inspection are to be considered within the actual knowledge of the Transferee
- 2.3 The words "at his own cost" in Section 2(1)(b) of the Act shall not apply and the words "at the cost of the Transferee" shall be substituted

## **3 THE TRANSFEREE'S COVENANTS**

THE TRANSFEREE **HEREBY COVENANTS** with the Corporation to observe and perform the Transferee's Parkway Phase 4 Covenants with the intention that:-

- 3.1 Subject to clause 3.3 the burden of such covenants shall run with and bind the Property
- 3.2 Subject to clause 3.3 the benefit of such covenants shall be annexed to and run with the Retained Land
- 3.3 In respect of the Transferee's Parkway Phase 4 Covenants the Corporation hereby agrees with the Purchaser that upon the Purchaser producing to the Corporation evidence to the Corporation's reasonable satisfaction that a minimum of 20,000 square feet gross external area of buildings has been constructed and is ready for occupation (excluding tenant's fitting out works) on the Property the Corporation will promptly produce a certificate confirming firstly that the same has been built and secondly that the Parkway Phase 4 Covenants are released and as soon as reasonably practicable both parties shall apply jointly to H.M. Land Registry for the

removal of any reference to the Parkway Phase 4 Covenants from the Charges Register of the title number relating to the Property and shall use all reasonable endeavours to procure such removal

- 3.4 The Transferee shall not be liable for any breach of the Transferee's Covenants in respect of all or any part of the Property after it shall have parted with its interest in all or such parts of the Property

#### **4 THE CENTRO TRANSFER**

The Property is transferred subject to and with the benefit of the grants exceptions reservations covenants agreements and declarations contained or referred to in the Centro Transfer insofar as the same are still subsisting and capable of being enforced

#### **5 THE MINESHAFT CONVEYANCE**

- 5.1 The Corporation with Limited Title Guarantee **HEREBY TRANSFERS** to the Transferee the Mineshafts which are the subject matter of the Mineshaft Conveyance
- 5.2 The Transferee **HEREBY COVENANTS** with the Coal Authority Licensed Operators (as defined in the Coal Authority Act 1994 or any statutory modification or re-enactment thereof for the time being in force) and (as a separate covenant) with the British Coal Corporation and the Corporation respectively to observe and perform and comply with those covenants contained in clauses 6, 7 and 8 of the Mineshaft Conveyance insofar as they relate to the Property and any shafts as defined in the aforesaid Conveyance situate within the Property **AND FURTHER** the Transferee shall indemnify and keep indemnified the Corporation against all actions costs claims and liabilities howsoever arising as a result of a breach or non-observance of any of the aforesaid conditions
- 5.3 The Transferee agrees that the Perpetuity Period applicable under the Rule against Perpetuities in relation to any of the covenants referred to in clause 6.2 above shall be of a duration equal to eighty years from the date hereof

#### **6 THE METRO LINE CONSENT**

The Property is sold subject to the provision of the Metro Line Consent insofar as they affect the Property and the Corporation **HEREBY ASSIGNS** to the Transferee the benefit of the covenants on the part of West Midlands Passenger Transport Executive contained in the Metro Line Consent insofar as they benefit the Property

#### **7 LEABROOK CULVERT**

- 7.1 The Corporation **HEREBY COVENANTS** with the Transferee to maintain the Leabrook Culvert in good repair and condition until such time as the Leabrook Culvert shall be adopted by the appropriate authority for maintenance at the public expense
- 7.2 The Transferee **COVENANTS** with the Corporation that it will (at the request and cost of the Corporation) enter into all such documents which the Transferee has approved (such approval not to be unreasonably withheld) as may be necessary to facilitate the adoption of the Leabrook Culvert by the appropriate authority for maintenance at the public expense

#### **8 THE CANAL STRATEGY DEED**

The Property is sold subject to the provisions of the Canal Strategy Deed insofar as they relate to or affect the Property and the Corporation **HEREBY ASSIGNS** to the Transferee the benefit of the

covenants on the part of British Waterways Board contained in the Canal Strategy Deed insofar as they benefit the Property

**9 INDEMNITY**

The Transferee **HEREBY COVENANTS** with the Corporation that the Transferee and its successors in title will:

- 9.1 observe and perform the covenants and conditions contained or referred to in the Charges Register of the above mentioned Title Numbers insofar as they relate to the Property and are still subsisting and capable of being enforced
- 9.2 observe and perform fully in accordance with their terms so far as aforesaid all of the obligations on the part of the Corporation contained in the Canal Strategy Deed

And will indemnify and keep fully and effectively indemnified the Corporation (and any successor body to the Corporation) from and against all actions proceedings claims costs and demands which may be incurred by the Corporation (or any successor body to the Corporation) in respect of any future breach or non-observance thereof insofar as the same are still subsisting or capable of enforcement and relate to or affect the Property

**10 AGREEMENTS AND DECLARATIONS**

- 10.1 This Transfer does not include the benefit of any easement or right of way water drainage light air or other easement or right which would or might interfere with or restrict the free use of the Retained Land or any other land in the ownership of the Corporation adjoining the Property for building or for any other purposes whatsoever and this Transfer shall not be construed or operate as implying the grant of any such right
- 10.2 The expressions "the Corporation" and "the Transferee" shall where appropriate include their successors in title
- 10.3 The Perpetuity Period applicable to this Transfer shall be eighty years from the date hereof

*L&P  
Amey &  
Stwhisper*

11 it is certified that: 11.1 the transaction effected by this Transfer and by a Transfer of even date relating to land known as Metro Parkway does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £500,000 and

**12 DELIVERY**

This document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

*11.2 this transfer is entered into pursuant to an Agreement for Sale dated 6 March 1998*

**SCHEDULE 1  
THE PROPERTY**

The freehold parcel of land at Leabrook Road North Wednesbury Sandwell West Midlands being part of the land comprised in Title Number WM574336 as the same is shown edged red on the Plan known as Parkway Phase 4

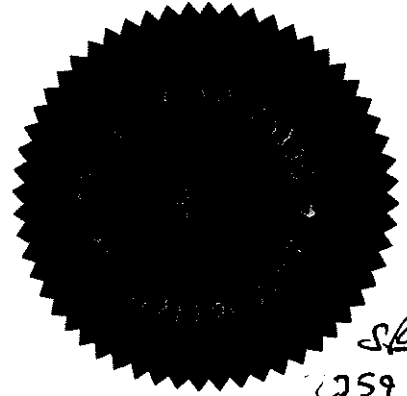
**SCHEDULE 2  
THE TRANSFEEE'S PARKWAY PHASE 4 COVENANTS**

- 1 Not to permit on that part of the Property which lies to the north of the overhead electricity transmission lines crossing the site any open storage of goods or any other material at a height exceeding three metres from existing ground level (other than in the course of development of the Property)



- 2 Not to permit on that part of the Property as lies to the south of the overhead electricity transmission lines crossing the Property any open storage of goods or materials at a height exceeding two metres from existing ground level (other than in the course of development of the Property)
- 3 Not to permit the Property to be used for the storage of any refuse or other waste material other than incidental or ancillary to another principal use of the Property and in particular not to permit the Property or any part or parts thereof to be used for the purposes of vehicle or mechanical plant dismantling and/or salvage and/or storage

THE COMMON SEAL of BLACK  
COUNTRY DEVELOPMENT  
CORPORATION was hereunto affixed  
in the presence of:



Chairman/Member

**s. 40(2)**

*Chael Grenline*  
Secretary

THE COMMON SEAL of ECHO  
ESTATES LIMITED was hereunto  
affixed in the presence of:

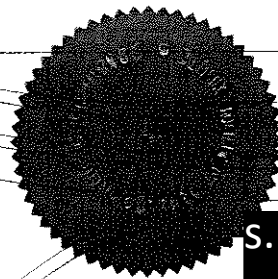


Director

**s. 40(2)**

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s. 40(2)

METRO PARKWAY

PARKWAY  
PHASE 4

IMBALLE DRIVE

NEW LN

BY

BY

BY

Higgins Hill Bridge

BRANDYVILLE RD.

TRUCK PATH

LEAROCK ROAD NORTH

LEAROCK RD.

PARKWAY ROUNDABOUT

