

DATED 7 December 2022

NATIONAL HIGHWAYS LIMITED

THE M42 JUNCTION 6 DEVELOPMENT CONSENT ORDER 2020

GENERAL VESTING DECLARATION No. 15

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This **GENERAL VESTING DECLARATION** is executed on *7 December* 2022 by National Highways Limited (company number: 09346363) ("the Authority").

WHEREAS:

- (1) On 21 May 2020 an order entitled the M42 Junction 6 Development Consent Order 2020 ("the Order") was made by the Secretary of State for Transport under the powers conferred on him by sections 114, 115, 117, 120, 122 and 123 of, and paragraphs 1 to 3, 10 to 15, 17, 19 to 23, 26, 33, 36 and 37 of Part 1 of Schedule 5 to the Planning Act 2008 ("the 2008 Act") authorising the Authority to acquire the land and new rights specified in the First Schedule hereto.
- (2) Notice of the authorisation of compulsory acquisition was first published in accordance with section 134 of the 2008 Act on 28 May 2020.
- (3) That notice included the statement and form prescribed under section 134(7)(cza) (i) and (iii) of the 2008 Act.
- (4) Article 30(1) of the Order provides that the Compulsory Purchase (Vesting Declarations) Act 1981 ("the 1981 Act") shall apply as if the Order were a compulsory purchase order and Article 30(2) provides that the 1981 Act shall have effect subject to modifications.

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on them by section 4 of the 1981 Act, as applied by Article 30(1) and modified by Article 30(2) of the Order the Authority hereby declare-

1. (a) The land specified in column 1 of, and described in column 2 of, Part I of the First Schedule hereto (being part of the land authorised to be acquired by the Order) and more particularly delineated red and coloured pink on the plans annexed hereto, together with the right to enter and take possession of the land shall, save for any interests in the land belonging to any of the Excluded Persons (being those persons detailed in the Second Schedule hereto), vest in the Authority as from the end of the period of 3 months from the date on which the notices required by section 6 of the 1981 Act is complete.

(b) The land specified in column 1 of, and described in column 2 of, Part II of the First Schedule hereto (being part of the land authorised to be acquired by the Order) and more particularly delineated red and coloured blue on the plans annexed hereto, shall as from the end of the period of 3 months from the date on which the service of notices required by section 6 of the 1981 Act is complete, be subject to the new rights and the restrictive covenants described in column 3 of that Part II of the First Schedule, together with the right to enter the land.
2. For the purposes of section 2(2) of the 1981 Act, the specified period in relation to the land comprised in this declaration is one year and one day.

FIRST SCHEDULE

PART I - LAND

(1) Plot No.	(2) Description of the land to be acquired	(3) Title Number(s) known at the date hereof for the purposes of assisting with land registration only
4/3t (2)	Approximately 1666 square metres of public highway verge (Coventry Road, A45), gas pipeline, trees, shrubbery, east of West Coast Mainline and south of South Car Park Road	WK46810 MM54130
5/29a	Approximately 2295 square metres of trees, shrubbery, north west of Bickenhill Interchange	WK46810 MM54130
5/29m	Approximately 4225 square metres of private highway (East Way), underground electricity cables, public highway verge (South Way), car park, drain, trees and shrubbery; west of M42 and north west of Bickenhill Interchange	WK46810 MM54130
5/29v	Approximately 2648 square metres of car parks, private highways (East Way and Pendigo Way), embankment, trees, shrubbery, pylon, watercourse (Hollywell Brook), underground electricity cables and overhead electricity cables; west of M42 and north of East Way	WK11176 MM54130
6/2a	Approximately 1710 square metres of trees, shrubbery, pylon, underground electricity cables and overhead electricity cables; west of M42 and east of E Car Park Road	WK11176 MM54130

PART II – NEW RIGHTS

(1) Plot No.	(2) Description of the land	(3) Description of the new rights to be vested and any restrictive covenants to be imposed	(3) Title Number(s) Known at the date hereof for the purposes of assisting with land registration only
4/3t (1)	Approximately 516 square metres of public highway verge (Coventry Road, A45), gas pipeline, trees, shrubbery, east of West Coast Mainline and south of South Car Park Road	<p>All necessary rights for the Authority and National Grid Distribution Limited and any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these, as may be required in relation to the development authorised by The M42 Junction 6 Development Consent Order 2020 ("the Order") as defined in Schedule 1 of the Order:</p> <p>(1) to retain, lay, construct, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable an underground cable and associated ducts for the transmission of electricity or other ancillary materials and all necessary apparatus ancillary thereto (the "Works") in upon beneath and over the land; and</p> <p>(2) to pass and repass over the land for the purpose of any of the Works and any other works belonging to the Authority or National Grid Distribution Limited or used by or in connection with the Authority or National Grid Distribution Limited's undertaking at all reasonable times and in an emergency at any time, whether or not with workmen vehicles machinery and apparatus.</p> <p>Subject to and so as to bind the land and every part of thereof into whosoever hands the same may come and for the benefit and to protect the undertaking of National Grid Distribution Limited (and any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these):</p> <p>(1) not to do or cause or permit to be done anything calculated or likely to cause damage or injury to any installed cable or apparatus and to take all reasonable precautions to prevent such damage or injury;</p> <p>(2) not without the prior consent in writing make or cause or permit to be made any material alteration to or any deposit of anything (including, without prejudice to the generality of the foregoing, the planting of any trees or shrubs) so as to interfere with or obstruct the access to any the Works or so as to lessen or in any</p>	WK46810 MM54130

	<p>way interfere with the support afforded to the Works by the surrounding soil including minerals or so as materially to reduce the depth of soil above any installed cable or apparatus;</p> <p>(3) not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the 'strip of land' provided that in respect of the land nothing shall prevent:</p> <p>(4) the installation of any necessary service pipes, drains, wires or cables; and/or</p> <p>(5) the carrying on normal acts of good husbandry including fencing, hedging and ditching; and/or</p> <p>(6) landscaping or constructing roads, cycleways, footpaths and parking areas (including installing lighting and associated removable street furniture such as street or area name plates, columns, bollards, bins and seats).</p>	<p>And in each case not so as to cause any such interference obstruction or material reduction of the depth of soil as aforesaid and subject to prior written consent to any works being obtained (which consent shall not be unreasonably withheld or delayed but which may be given subject to conditions) and doing such works under the supervision of National Grid Distribution Limited (if required by it) and prior to such works all reasonable information that may be required in order to consider any such request being supplied (including but not limited to drawings, risk assessments method statements and specifications).</p>	<p>WK46810 MM54130</p>
5/29c	<p>Approximately 10 square metres of private highways, central reservation (South Way and East Way), car parks, drain, trees, shrubbery, pylons, underground and overhead electricity cables; north west of Bickenhill Interchange</p>	<p>All necessary rights for the Authority and National Grid Distribution Limited and any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these, as may be required in relation to the development authorised by The M42 Junction 6 Development Consent Order 2020 ("the Order") as defined in Schedule 1 of the Order:</p> <p>(1) to retain, lay, construct, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable an underground cable and associated ducts for the transmission of electricity or other ancillary materials and all necessary apparatus ancillary thereto (the "Works") in upon beneath and over the land; and</p> <p>(2) to pass and repass over the land for the purpose of any of the Works and any other works belonging to the Authority or National Grid Distribution Limited or used by or in connection with the Authority or National Grid Distribution Limited's undertaking at all reasonable times and in an emergency at any time, whether or not with workmen vehicles machinery and apparatus.</p>	<p>Subject to and so as to bind the land and every part of thereof into whosoever hands the same may come and for the benefit and to protect the undertaking of</p>

	<p>National Grid Distribution Limited (and any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these):</p> <ul style="list-style-type: none"> (1) not to do or cause or permit to be done anything calculated or likely to cause damage or injury to any installed cable or apparatus and to take all reasonable precautions to prevent such damage or injury; (2) not without the prior consent in writing make or cause or permit to be made any material alteration to or any deposit of anything (including, without prejudice to the generality of the foregoing, the planting of any trees or shrubs) so as to interfere with or obstruct the access to any the Works or so as to lessen or in any way interfere with the support afforded to the Works by the surrounding soil including minerals or so as materially to reduce the depth of soil above any installed cable or apparatus; (3) not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the 'strip of land' provided that in respect of the land nothing shall prevent: (4) the installation of any necessary service pipes, drains, wires or cables; and/or (5) the carrying on normal acts of good husbandry including fencing, hedging and ditching; and/or (6) landscaping or constructing roads, cycleways, footpaths and parking areas (including installing lighting and associated removable street furniture such as street or area name plates, columns, bollards, bins and seats). <p>And in each case not so as to cause any such interference obstruction or material reduction of the depth of soil as aforesaid and subject to prior written consent to any works being obtained (which consent shall not be unreasonably withheld or delayed but which may be given subject to conditions) and doing such works under the supervision of National Grid Distribution Limited (if required by it) and prior to such works all reasonable information that may be required in order to consider any such request being supplied (including but not limited to drawings, risk assessments method statements and specifications).</p>
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SECOND SCHEDULE

EXCLUDED PERSONS OF GENERAL APPLICATION

National Highways Limited
National Grid Plc
Cadent Gas Limited
BT Limited
National Grid Electricity Distribution (West Midlands) Plc
Severn Trent Water Limited

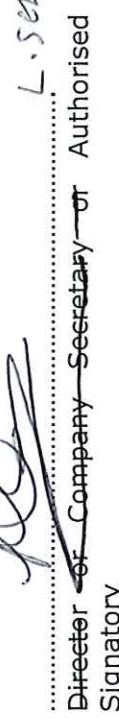
EXECUTED as a DEED

By affixing the common seal of

NATIONAL HIGHWAYS LIMITED


John J. Simmers

Director or Authorised Signatory


L. Sturges
Director or Company Secretary or Authorised Signatory



22/03/2023

